

LOTT FARM

This instrument filed as an accomodation only. It is
examined as to it's execution, insurability or affect

PROTECTIVE COVENANTS

816590
KNOW ALL MEN BY THESE PRESENTS:

91 OCT 29 PM 2:22

1. That the undersigned, Ray H. Lott and Spencer B. Lott, Trustees for the John Taylor Lott Trust, being the owners of all of a certain parcel of real property situated in Bonneville County, Idaho, and described as follows, to wit:

Lott Ranch Subdivision division No. 1, part of the North 1/2 of section 28, Township 1, North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.

2. WHEREAS, the undersigned intend to divide said property into building sites, hereinafter referred to and mentioned as "lots" and desire, as a part of a general building plan for the benefit and protection of the owners of the respective properties within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within said described property.

3. NOW, THEREFORE, the undersigned, does hereby certify and declare that all or any portion of the above described lots shall, upon conveyance thereof by the undersigned, be owner, held and enjoyed by the respective grantees thereof, their heirs, and assigns, subject to the following restrictions.

4. LAND USE AND BUILDING TYPE

No building shall be erected upon any of the lots in said addition other than one detached single family dwelling and/or one guest dwelling, barn or other similiar building for livestock purposes.

5. ARCHITECURAL CONTROL

No building, including outbuildings, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

6. DWELLING SIZE

The ground floor area of the main structure, exclusive of garage, shall be not less than 1,250 square feet. A dwelling of more than one story must be approved by all members of the Architectural Committee.

7. SET BACKS

Set backs of any structure shall be (1) no less than 150 feet from any frontage road; (2) no less than 35 feet from any side yard; and (3) no less than 150 feet from the high water line of the South Fork of the Snake River.

8. FENCES

Lot perimeter fencing shall be constructed of all pine poles. Property owners shall be responsible for maintenance of said fences and shall hold harmless any animal trespass resulting therefrom unless said trespass is the direct result of trespasser's negligence.

9. LOT SIZE

No lot is to be subdivided.

10. PASTURE

All lots must be seeded to permanent pasture within one year of purchase.

11. WEED CONTROLL

Every owner must control noxious weeds. In the event said weeds are sprayed by someone other than property owner, all costs shall be paid on a pro rata basis according to acreage.

12. EQUIPMENT STORAGE

No outside storage of equipment, trailers, machinery or trucks is permitted on any lot.

13. EASEMENTS

Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved by the grantors as shown on the recorded plat.

14. RIPARIAN GROUND

There shall be no alteration of any riparian ground without the prior written consent of the Idaho Fish and Game Department and the Idaho Water Resources Board and no cutting of growing trees except as approved by the Architectural Control Committee.

15. NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time without written consent of the Architectural Control Committee. Motor homes may be allowed, but on no permanent basis.

17. SIGNS

No permanent sign of any kind shall be displayed to the public view on any lot, except on showing the owner's name, or house number sign.

18. GARBAGE AND REFUSE DISPOSAL

No rubbish, trash, garbage or other wastes shall be dumped on any vacant lot, but must be kept in clean, sanitary containers.

19. LIVESTOCK AND POULTRY

No more than two large animals per acre of ground is permitted. No swine or chickens shall be kept on any lot tract or parcel of said property. Dogs and cats to be confined to owners' property and may be kept provided that they are not bred or maintained for any commercial purpose.

20. CONSTRUCTION

All exterior construction must be completed within 210 building days of commencement. Further, all building materials must be adequately stored.

21. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee is composed of Ray H. Lott, Spencer B. Lott and Lawrence S. Beller. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the ten record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw or restore to the Committee any of its powers and duties.

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22. PROCEDURE

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

23. COVENANT PERIOD

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

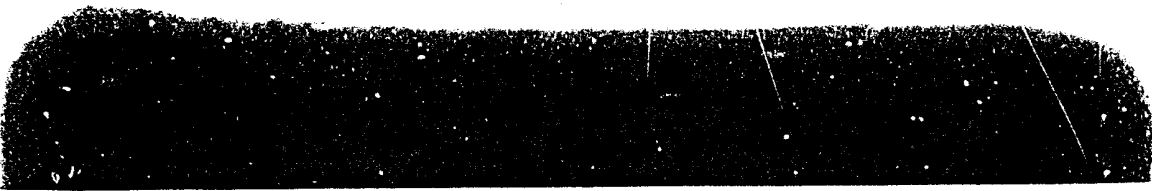
24. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, either to restrain violation or to recover damages; and the Architectural Control Committee has no responsibility for any such enforcement as such covenants are running with the land and shall be enforced as set out herein.

25. SEVERABILITY

The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision thereof.

Dated this _____ day of _____, 1991

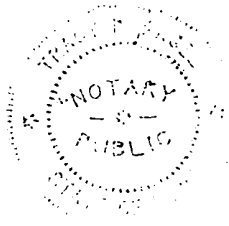

Ray H. Lott

RAY H. LOTT

STATE OF IDAHO)
)
County of Bonneville)

On this 21st day of October, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared RAY H. LOTT, being the person that executed the foregoing instrument, and acknowledged to be that such persons executed the same.

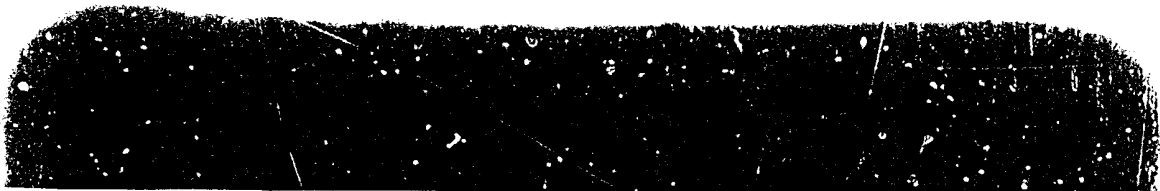
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Ray P. Furge

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 4/15/97





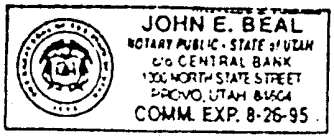
Bonnie Lott Blaylock
Bonnie Lott Blaylock

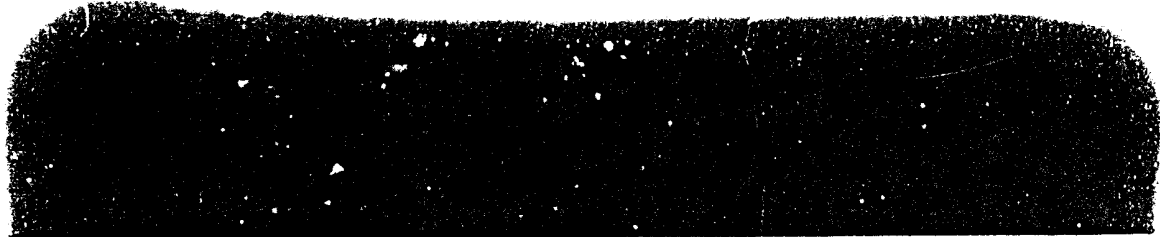
STATE OF IDAHO)
County of Bonneville)

On this 17th day of Oct, 1991, before me, the undersigned,
a Notary Public in and for said State, personally appeared Bonnie Lott Blaylock
being the person that executed the foregoing instrument, and acknowledged
to be that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year first above written.

John E. Beal
Notary Public for ~~Idaho~~ Utah
Residing at ~~Idaho Falls, Idaho~~ Provo, Utah
My commission expires: _____





Spencer B. Lott
SPENCER B. LOTT

STATE OF ^{Arizona} IDAHO)
County of ^{Maricopa} Bonneville)

On this 17th day of Oct., 1911, before me, the undersigned,
a Notary Public in and for said State, personally appeared SPENCER BY. LOTT,
being the person that executed the foregoing instrument, and acknowledged to
me that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year first above written.

[Signature]
Notary Public for Idaho Maricopa
Residing at Idaho Falls, Idaho
My commission expires: 3.15.12



Dorothy A. Beller

Dorothy A. Beller

STATE OF IDAHO)
)
County of Bonneville)

On this 23rd day of Oct, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Dorothy A. Beller being the person that executed the foregoing instrument, and acknowledged to be that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

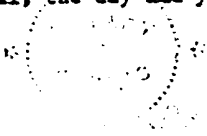
Mrs. D. Kugel
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 4/15/77

Laurence S. Beller
Laurence S. Beller

STATE OF IDAHO)
County of Bonneville)

On this 25th day of Oct, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared Lawrence S. Beller being the person that executed the foregoing instrument, and acknowledged to be that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



James P. Kugel
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My commission expires: 4/15/77

INSTRUMENT NO.	844590
DATE	10-25-71
EXPI. CODE	7923
EXPI. NO.	7476-45
ISS	3000

E. L. ...

*Karl A. Malone by
Randall Call attorney in fact for*
KARL A. MALONE

STATE OF IDAHO)
)
County of Bonneville)

On this ___ day of _____, 19___, before me, the undersigned,
a Notary Public in and for said State, personally appeared KARL A. MALONE,
being the person that executed the foregoing instrument, and acknowledged to
me that such persons executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal, the day and year first above written.

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission expires: _____

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On this 28th day of October, 1991, personally appeared before
me J. Randall Call, Attorney in Fact for Karl A. Malone, who being
first duly sworn, acknowledged to me that he executed the above
Protective Covenants on behalf of and with the authority of Karl A.
Malone.

SUBSCRIBED AND SWORN to before me this 28th day of October, 1991.

MY COMMISSION EXPIRES:
1-14-92

Michelle Schulz
NOTARY PUBLIC
Residing at: _____

