

PROTECTIVE AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, RALSTON W. ADAMS, and RACHEL L. ADAMS, husband and wife, being owners of that certain tract of land situated in Lemhi County, State of Idaho, and described as follows to-wit:

The North 3669.55 feet of the East Half of Section 8 of Township 20 North, Range 22, East Boise Meridian, known as the Sunset Heights Subdivision, as more particularly found in the records of Lemhi County, Idaho.

WHEREAS, it is mutually agreed that in order to most effectively promote the individual and group interests of the parties hereto, that in connection with the development of the above described real property and as part of a general building plan for the benefit and protection of the parties hereto and any subsequent owners of any respective parcels within the tract, to provide for certain use restrictions, which shall govern and control the use and enjoyment of the real property herein described, and to protect the parties hereto and subsequent owners of the above described real property, to maintain values, to insure a uniform and desirable use, occupancy, and building on said real property;

NOW, THEREFORE, WE, the said Owners do hereby certify and declare that all of the above described real property shall, now and upon conveyance thereof by the undersigned, be owned, held, and enjoyed by the respective owners and grantees thereof, their heirs and assigns, subject to the following restrictions:

(1) The covenants are to run with the land hereinabove described, and shall be binding on all parties and on all persons claiming under them until the first day of January of the year two thousand, after which time said covenants shall be automatically extended, for successive periods of ten years unless and until a signed instrument by a two-thirds majority of the then owners of the parcels in the tract has been recorded

Sunset
Heights

agreeing to change said covenants in whole or in part. These covenants may be amended in whole or in part at any time by a two-thirds majority of the then owners of the parcels, one vote per parcel being recognized.

(2) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(3) Invalidation of any one of these covenants by judgment, court order, statutes or ordinances, shall in no way effect any of the other provisions, which shall remain in full force and effect.

(4) No parcel in said tract, nor fraction thereof, shall be improved, used or occupied for any other than private single residential purposes, and no store, flat or apartment house shall be erected thereon. Provided, however, except for a certain parcel being designated on the plat of the Sunset Heights Subdivision, as recorded in the plat book of Lemhi County, which has been designated as a country store. Mobile homes will be allowed if they meet the following requirements:

- a. 600 square feet in size.
- b. Permanently installed on a foundation.
- c. Attractive skirting completely around the trailer.
- d. Any additions built on to be built according to specification for main dwellings in these covenants.
- e. Trailers must be kept in repair and not be unsightly.

(5) No building shall be located on any parcel nearer than 15 feet to any internal boundary (parcel-line).

(6) No main dwelling unit, exclusive of accessory buildings, shall be permitted on any parcel at a cost of less than \$10,000.00; each dwelling shall be of quality workmanship and materials, and substantially the same or better than that which can be produced on the date these covenants are recorded at

the minimum cost stated here, it being the intention and purpose of the covenants to assure that all dwellings shall be built in accordance with the standards and requirements which are substantially equal to, or exceed the minimum requirements for such residential dwellings as issued by the Federal Housing Administration in connection with the issuance of mortgages covering property within this state and in effect on the date such dwelling is constructed.

(7) No parcel shall be re-subdivided, nor shall there be more than one residence constructed on any parcel; Provided, However, one guest house may be erected on each parcel provided further that said guest house shall not be used as a permanent residence, but shall only be used for guests at the convenience of the owner of the primary dwelling.

(8) Easements for installation and maintenance of utilities, drainage, and irrigation facilities are reserved along road rights-of-way, and along property lines.

(9) No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be of an annoyance or nuisance to the neighborhood.

(10) No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any parcel as a residence either temporarily or permanently for more than the period of six months.

(11) No sign of any kind shall be displayed to the public view on any parcel except one professional sign of not more than fifteen square feet advertising the property for sale or rent, or signs used by a builder, to advertise the property during the construction and sales period, and "No Trespassing" sign as needed.

(12) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any parcel except as follows: dogs, cats, or other household pets; and horses, cattle, sheep or poultry may be kept, provided they are not kept, bred, or maintained for any commercial purposes. The keeping of pigs and/or goats is not to be allowed on any parcel. In no event are any of these exceptions to include, or allow, the keeping of such animals for the purposes of commercialization. Owners of said livestock are required to build and maintain at all times, adequate wooden or woven wire fencing (barbed wire fencing will not be acceptable). No pets, animals or poultry can be kept if they become a nuisance to other residents of the tract. Any kennels, barnyards, corrals, pens, chicken coops, sheds, barns, or outbuildings for the keeping of such animals must be erected and maintained at least thirty feet from the nearest boundary line of any parcel. No structures can be built with rolled tar paper exteriors or roofing.

(13) All residences, buildings, fences and real property must be kept in repair and shall not be unsightly.

(14) No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All such waste shall be kept in sanitary containers to be disposed of at least once a week. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(15) No individual water supply system shall be permitted on any parcel unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the state, county and municipal health authorities and all laws, regulations and ordinances, state, county and municipal.

(16) All individual sewage disposal systems shall be located, constructed, and equipped in accordance with standards and requirements which are substantially equal to, or exceed the minimum requirements for such systems, as issued by the Federal Housing Administration in connection with the issuance of mortgages covering property within this state and in effect on the date such system is constructed.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 24th day of September, 1971.

/s/ Ralston W. Adams

/s/ Rachel L. Adams

STATE OF IDAHO :
: ss.
County of Lemhi :

On this 24th day of September, 1971, before me, the undersigned, A Notary Public, in and for said State, personally appeared RALSTON W. ADAMS and RACHEL L. ADAMS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

/s/ James C. Herndon
Notary Public for the State of Idaho
Residing at Salmon, Idaho