

DECLARATION OF COVENANTS

Part A - PREAMBLE

THIS INDENTURE, Made and exeucted the 21st day of December, 1970.

WITNESSETH:

WHEREAS; the undersigned, HARRY J. LEWIES and LILIAN L. LEWIES, his wife, of Warm River, Fremont County, State of Idaho, are the owners in fee of all the land contained within the boundaries of ROBINSON CREEK SUBDIVISION, Fremont County, Idaho, said subdivision having been duly filed and recorded in the Office of the Recorder of Fremont County, Idaho, in Book of Plats at Page records of said County; and which by reference is incorporated heréin, and

WHEREAS, it is deemed necessary and desirable for the protection of the undersigned and of all future purchasers and owners of said lots that certain reasonable restrictions be placed upon the use of said lots in the subdivision aforesaid, by the undersigned and by all future purchasers and owners and occupants thereof, for a reasonable period of time.

NOW THEREFORE, in consideration of the premises and in further consideration of said lots, the undersigned owners for themselves, their heirs, executors, administrators and assigns, do hereby covenant and agree to and with each and all future purchasers and owners of each and all of the lots in said tract and their heirs, executors, administrators and assigns as follows:

Part B

1. The residential area covenants as herein provided shall apply in their entirety to the above described property.

2. No lot in said residential area shall be used except for residential purposes, no building shall be erected, altered, placed nor permitted to remain on any such lot other than one detached single-family dwelling and private garage for not more than two cars.

3. No building shall be placed closer than 20 feet from the property line, unless written approval has been first obtained from the Architectural Control Board as hereinafter provided.

4. No building 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 the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer than the minimum building setback line unless similarly approved.

5. No formal landscaping shall be allowed or permitted, but lawn may be planted. Native shrubs, trees and flowers may be planted.

6. Easements for installation and maintenance of utilities such as electric power, telephone lines; gas lines, are reserved so as to provide reasonable and just service to all properties in this subdivision. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change easements. The easement area of all lots and all improvements in it shall be maintained continuously by the owner of the lot.

7. The water supply to be provided will be individual, shall be restricted to culinary use only; and shall not be used for irrigation purposes without permission of the Architectural Control Board. Such water supply system to be in accord with laws, regulations and requirements of the State of Idaho and Local authorities.

8. All dwelling houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of septic tank, seepage pit or other approved drain. All sewage systems must have the approval of the Idaho State Sanitary Inspector and all laws regulations and ordinances of State, County and otherwise.

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

10. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or rent.

11. No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall be kept only in sanitary containers and all incinerators or other equipment for the disposal of said material shall be maintained in a sanitary condition, and have the approval of the laws, regulations and ordinances of the State of Idaho, County and otherwise.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. No commercial, industrial ventures, or businesses of any type may be constructed, operated, or maintained upon said property.

15. The Architectural Control Board herein mentioned shall have power to enforce any and all conditions of these covenants, and shall have power to assess each individual building site up to \$25.00 per year for maintenance and site care and development. Assessments in excess of \$25.00 shall have the written approval of two-thirds of all

property owners.

Part C

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

2. The Architectural Control Board shall be composed of Jarry J. Lewies, Lillian L. Lewies, Julie B. Lewies, and one other property owner. A majority of the Board may designate a representative to act in its behalf. In the even of death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Boar nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant. Members of said Board shall serve terms of five years, with one member being elected from the property owners each year.

3. The Architectural Control Board's approval or disapproval as required in these covenants shall be in writing.

4. The provision of this Declaration may be altered, modified, or amended by an instrument in writing signed and acknowledged by seventy-five per cent of the then record owners of lots in said subdivision. Said alteration, modification or amendment shall be effective upon recordation in the office of the Recorder of Fremont County, State of Idaho.

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

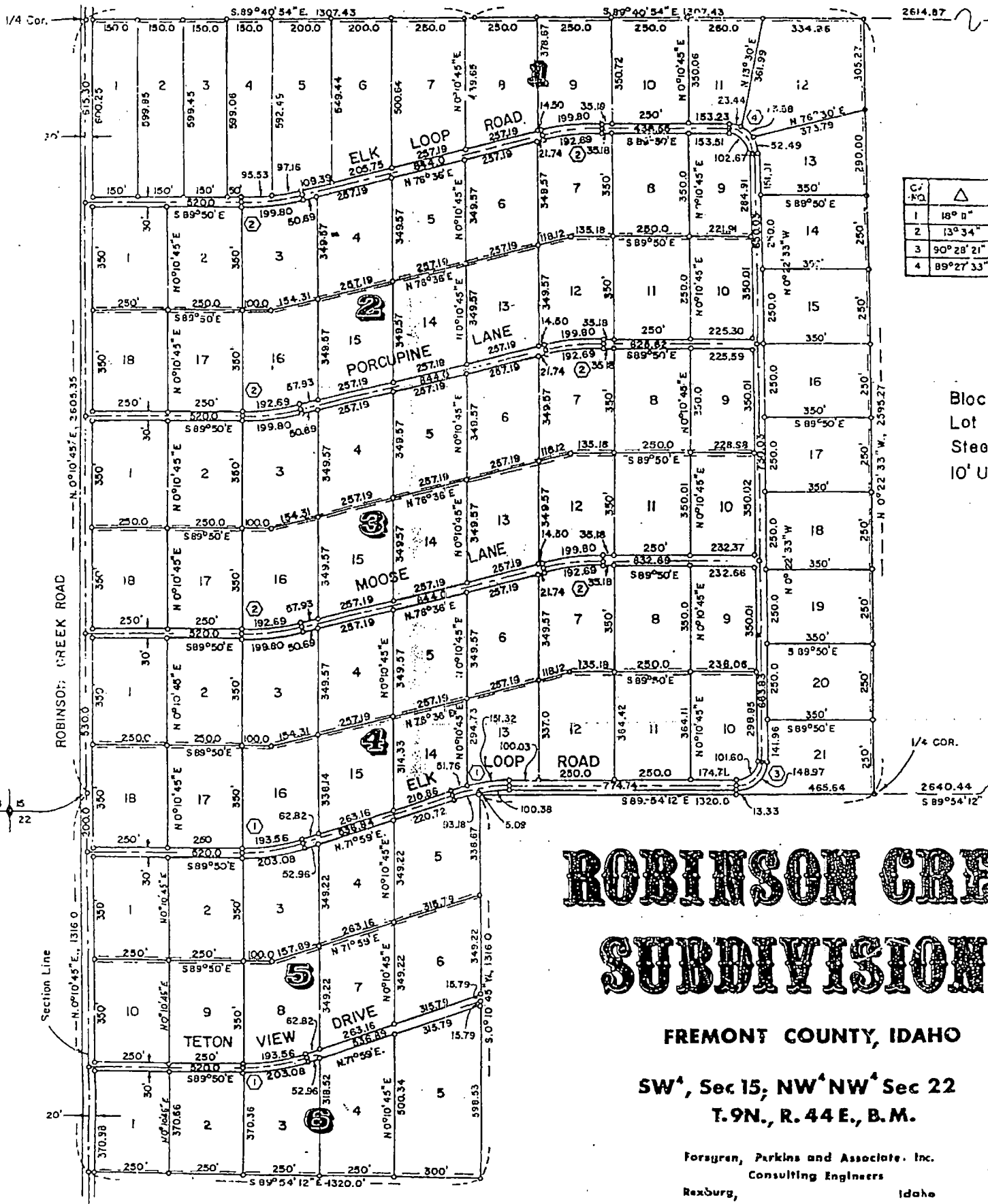
6. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provision which shall remain in full foce and effect.

7. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, The said undersigned owners have hereunto set their hands to these covenants the day and year in this indenture first above written.

/s/ Harry J. Lewies
/s/ Lillian L. Lewies

Recorded in Fremont County on the 28th day of January, 1971 as Instrument Number 321959



C.	∠
1	18° 00'
2	13° 34'
3	90° 28' 21"
4	89° 27' 33"

Block
Lot
Steel
10' Ut

ROBINSON CREEK SUBDIVISION

FREMONT COUNTY, IDAHO

SW⁴, Sec 15, NW⁴ NW⁴ Sec 22
T. 9N., R. 44 E., B.M.

Forsgren, Perkins and Associate, Inc.
Consulting Engineers
Rexburg, Idaho