

PROTECTIVE COVENANTS FOR
WAPELLO VILLA Phase I
Bingham County, Idaho

Instrument # 589932

BINGHAM COUNTY

2008-01-15

02:20:16 No. of Pages: 4

Recorded for : #551 JAY W. MARLOW

SARA J. STAUB

Ex-Officio Recorder Deputy

Fee: 12.00

Known all men by these present, that Jay Walter Marlow and Nadine Marlow are the Owners of the following described property situated in Bingham County, Idaho, to-wit:

All of WAPELLO VILLA PHASE I, Bingham County, Idaho as Per the recorded plat thereof, and that as the Owners thereof they do hereby impress the following Protective Covenants upon said property:

The Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them, until the First of October 2017, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the lots in said Wapello Villa Phase I it is agreed to change said covenants and restrictions in whole or in part.

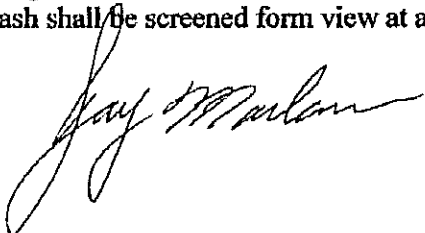
- A. No dwelling shall be permitted on any lot at a cost of less than \$ 145,000.00 based upon cost levels prevailing the date these covenants are recorded. It being the intention and purpose of the covenants to assure that all dwellings shall be of a quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum dwelling permitted in size.
- a. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1500 square feet, for a one-story dwelling
 - b. Two story dwellings shall be not less than 2500 square feet.
 - c. Exterior finish of all residences and garages constructed on said lots shall be of any of the following materials and finishes only:
 - i. Stick frame construction and constructed on site as well as no less than 6/12 truss pitch.
 - ii. Dressed brick or quarried stone or stucco.
 - iii. Exterior siding of high quality vinyl/ 0.46 mil made of 100% virgin vinyl or metal.
 - iv. Any combination of ii and iii or:
 - v. As may be otherwise approved by the Architectural Control Committee
 - vi. All houses and garages constructed shall have minimum of stone or brick of more than 250 square feet on the front of the building.

- B. All houses will have two or more car garages attached to and made a part of the dwelling.
- C. After purchase of lot owner has 365 days to start construction. All driveways shall be completely finished with concrete or asphalt within a six (6) month period after home construction is completed. Property owners will have front yard landscaped within 300 days after home construction is completed.
- D. Once construction has commenced, it shall proceed diligently. Each property owner is responsible for maintaining a neat and orderly construction site.
- E. No building including detached utility buildings shall be erected, placed or altered on any lot until the construction plans and specifications, including a plot plan, have been approved by the Architectural Control Committee as to quality of workmanship, materials, size of building and harmony of external design with existing structures and as to location with respect to topography and finish elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any road than the minimum building set back line, unless similarly approved. Approval shall be as provided in Paragraph.
- F. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single dwelling not to exceed height approved by Architectural Control Committee and a private garage for not less than two cars, utility building, siding and roofing shall match residential dwelling will be permitted.
- G. No lot shall be re-subdivided.
- H. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- I. No building shall be located on any lot neither nearer to the front line nor nearer to the side street line than the minimum building setback line as required by Bingham County. In any event, no building, porches or overhang shall be located on any lot nearer than 30 feet to the front lot line, or near than 5 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line measured from the tip of eaves. No dwelling shall be located on any interior lot nearer than 20 feet to the rear of the lot lines.
- J. 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.
- K. Recreation trailers or motor homes will be parked along side the garage. Units will not be parked in the driveway or on the street.
- L. No camper, trailer, motor home, recreation vehicle, boat or other equipment of any kind may be pared on the streets of this subdivision for more than 96 consecutive hours.
- M. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporally or permanently.
- N. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five (5) square feet, one sign of not more than fifteen (15) square feet advertising property for sale or rent, or sign

- used by a builder to advertise the property during the construction and sales period.
- O. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and not become offensive or a nuisance.
 - P. 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, provide they are not kept, bred or maintained for any commercial purpose.
 - Q. Oil and Mining Operations. No oil drilling, oil development operations, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
 - R. The Architectural Control Committee is composed Jay Marlow, Nadine Marlow, T Jay Marlow and Crystal Marlow all of Bingham County, Idaho. 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 then recorded 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.
 - S. 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 fifteen (35) 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 duly complied with.
 - T. It is the intention of the Committee to impose and enforce the same regulations as are required by Class R-1A regulations now in effect in Bingham County, Idaho.
 - U. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the property lines and a line connecting them at points 25 feet from the intersection of the property lines, or in the case of a rounded property corner from the intersection of the property lines extended, except with approval of the Architectural Control Committee. The same sight line limitations shall apply on any lot within ten feet from the intersection of the property line with edge of a driveway. No trees shall be permitted to remain within such distance

of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, except with written approval of the Architectural Control Committee.

- V. Enforcement of these protective covenants 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.
- W. Invalidation of any provision of these covenants by judgment or court order shall in no ways affect any of the other provisions, which shall remain in full force and effect.
- X. All costs associated with the operation and maintenance of the irrigation system will be divided proportional among all homeowners. The proportional shall be determined by lot size.
- Y. All Owners shall keep their Lots in a reasonable clean, safe, sightly and tidy condition, except for reasonable activities permitted by the Architectural Control Committee during the construction of an authorized improvement. Refuse, garbage, and trash shall be screened form view at all times.




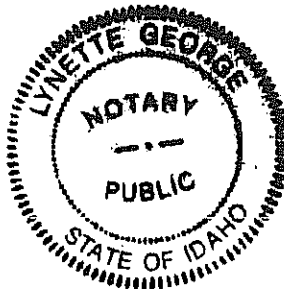
State of Idaho

County of Bingham

On this 15 day of January, 2008 before me, the undersigned, a notary public in and for said state, personally appeared Jay Marlow and have subscribed to the within 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 first above written.


Notary for the State of Idaho
Residing in Blackfoot Idaho
Commission Expires: 11-24-2010



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