

## AGREEMENT

ARTICLES OF PROTECTIVE COVENANTS  
HIGHLAND VILLAGE 1ST ADDITION SUBDIVISION

KNOW ALL MEN by these presents that Satterfield Realty and Development, Inc., a corporation existing under the laws of the State of Idaho and having its principal office in Pocatello, Idaho, does hereby certify that it is the owner of the following described property, to wit:

Blocks 1, 2, 3, and 4 of Highland Village 1st Addition Subdivision, a subdivision in the City of Pocatello, Bannock County, Idaho, according to the official plat on file at the Office of the Recorder of Bannock County, Idaho.

That for and in consideration of the benefits to be derived therefrom by Grantors hereof, said Grantors do hereby impose the following Protective Covenants upon said described property:

- (1) All the lots in the subdivision shall be known and described as residential lots for single family dwellings only.
- (2) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.
- (3) No trailer, mobile home, motor home, basement house, tent, shack, garage, barn or other outhouse building erected in the tract shall at any time be used as a residence temporarily or permanently, except that such building may be used temporarily while the permanent building is being built, but not to exceed one year of use.
- (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 with a lot drainage plan has been approved by the architectural control committee as to quality of material, workmanship and harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.
- (5) No structure shall be built on any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee it shall conform to be in harmony with the existing structures in the subdivision.
- (6) No obtrusive exterior structures such as, television, radio or ham radio antennae, television satellite dishes, or any towers used to receive or transmit radio signals shall be allowed in this subdivision except that a satellite "mesh type" dish may be mounted on the ground if it is located in the area of the lot between the back of the home and the back property line and does not rise higher than 6 feet above the ground and is accompanied by a privacy fence of at least 6 feet enclosing the backyard area, may be approved by architectural control committee.
- (7) No sign 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, or signs used by a builder to advertise the property during the construction and sales period.
- (8) No dwelling shall be permitted in Block 1 of this subdivision having a ground floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1400 square feet for a one-story dwelling, and not less than 1950 square feet total on the first two floors of a full two-story dwelling. For split-level homes, the two upper levels must collectively contain at least 1400 square feet. It is further required that each home have a minimum of a two car garage having an interior width of not less than 23 feet.

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## Highland Village 1st Addition Subdivision Protective Covenants

- (9) No dwelling shall be permitted in Blocks 2, 3 and 4 of this subdivision having a ground floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1200 square feet for a one-story dwelling, and not less than 1600 square feet total on the first two floors of a full two-story dwelling. For split-level homes, the two upper levels must collectively contain at least 1200 square feet. It is further required that each home have a minimum of a two car garage having an interior width of not less than 23 feet.
- (10) Residents shall park or store any recreation vehicles, trailers, trucks, snowmobiles, boats, campers, etc. on their own property. All such vehicles shall be kept at least 25 feet from the front property line and shall be screened from street view. Incidental use of these items in the street for up to two days is precluded from this requirement.
- (11) The architectural review committee is to be aided by a set of guidelines and checklist to review and use to approve all building plans for this subdivision to include driveway placement and design, solar access for each lot, drainage plan for each lot, structural components of the home, and aesthetic impact of the home in the subdivision.
- (12) Each builder/homeowner will design on-site lot grading to facilitate protection of his home from run-off. Lot grading should be completed in accordance with or similar to those designs provided by HUD-FHA in their manual (4140.1) which includes provision for any runoff waters to drain along each side lot line and along back lot lines. A drainage easement exists along all lot lines. Lot grading is to include sloping the yard away from the home in all directions eliminating the possibility of runoff waters running to the house foundation. (See Attached Detail)
- (13) The architectural committee is composed of Kenneth A. Satterfield, Steven H. Satterfield and H. Jack Satterfield, all of Pocatello, Idaho. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members may have full authority to designate a successor. Neither of the members of the committee or its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then recorded owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore it to any of its powers and duties.
- The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or designated representatives, fail 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.
- (14) Easements for installation and maintenance of utilities and drainage facilities are reserved and shown on the recorded plat.
- (15) Homeowners are responsible for the maintenance of the "Park Strip" between the curb and the sidewalk, and are to plant, care for and maintain three (3) trees per lot evenly spaced in the park strip. Lots 31, 32, 33, 39, 40 and 41 are exempt from this requirement except to the extent that if a tree is planted, it is to be of the required species. Trees will be of the species Little Leaf Linden (*Tilia cordata*) and will be planted within the first growing season possible following completion of construction of the home on any given lot.

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- (16) All sidewalks on Gary and Brent Avenues will be five (5) feet in width.
- (17) Property owners will use the centralized mail boxes provided throughout this subdivision. Residents will comply with all postal requirements including access and snow removal in relation to these mail delivery stations.
- (18) The concrete fence along Jerome street is the maintenance responsibility of the adjacent property owner. The outside portion of the fence facing the street shall be maintained in the original condition with no alterations of color, design or materials.
- (19) These covenants and restrictions are to run with the land and shall be lawful for any other person or persons owning any other lot in said development or subdivision to prosecute any proceeding at law or inequity against the person or persons violating or attempting to violate such.
- (20) If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants or restrictions and either to prevent him or them from so doing to recover damages or other dues for such violations.
- (21) These protective covenants shall be subject to amendments only by the constituted municipal governing body in which this subdivision is located, together with a minimum of two-thirds (2/3) vote of legal property owners in the subdivision.
- (22) Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

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Highland Village 1st Addition Subdivision Protective Covenants

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals  
this 30 day of JUNE, 1992.

SATTERFIELD REALTY AND DEVELOPMENT, INC.

CORPORATE SEAL

*Steven H. Satterfield*  
STEVEN H. SATTERFIELD - PRESIDENT

(SEAL)

*Kenneth A. Satterfield*  
KENNETH A. SATTERFIELD - SECRETARY

STATE OF IDAHO  
COUNTY OF BANNOCK

On this 30 day of June, 1992, before me, the undersigned, a  
Notary Public, in and for the State of Idaho, personally appeared Steven H.  
Satterfield and Kenneth A. Satterfield known to me to be the President and  
Secretary of said Corporation.

*Shelley Abbott*  
My Commission Expires May 13, 1997

(SEAL)

NOTARY SEAL

NO. 92010652  
RECORDED AT REQUEST OF

KENNETH SATTERFIELD  
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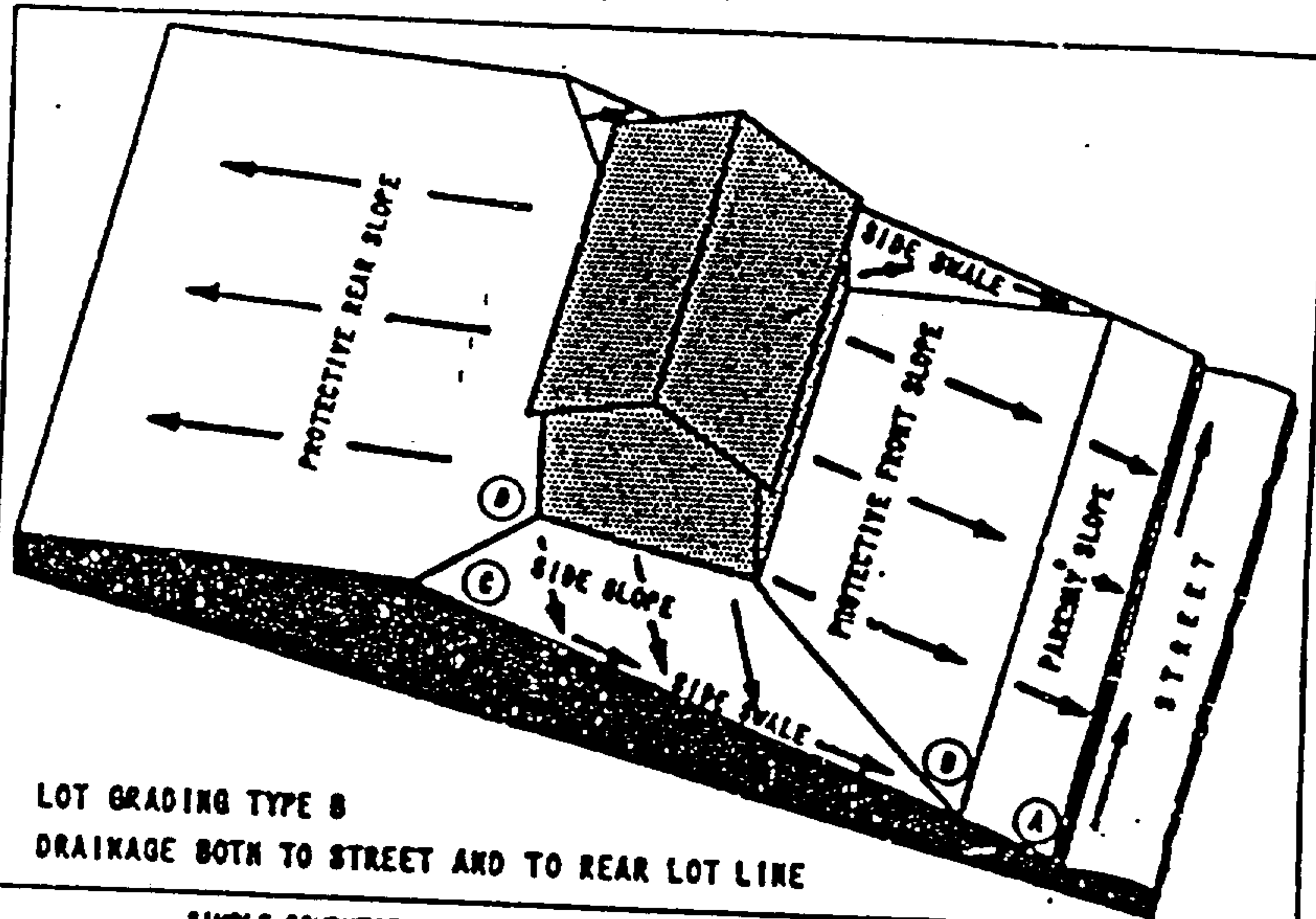
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Highland Village 1st Addition Subdivision Covenants

4140.1

CHAPTER 6, FIGURE DD



LOT GRADING TYPE B  
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE

SAMPLE COMPUTATION OF GRADING CONTROL LINE A-D FOR A 60' LOT WITH 26' SETBACK, 26' BUILDING DEPTH AND 25' SWALES		RESULTS USING 15' SWALES
A	Curb-top on lot-line extension at high lot corner	
A-B	Parkway slopes: 12' grass and walk at 1/4"/ft. (2%) ... 3"	3" (0.3')
B-C	Side swale: 56' grass at 1/4"/ft. (2%) ... 7"	7" (0.6')
C-D	Protective side slope at extension of rear wall ... 3"	3" (0.3')
	Sub-total A-D from curb-top to street at rear lot line ... 13"	13" (1.1')
	Minimum rise from curb-top to side floor: 20" + 8" ... 28"	21" (1.8')
	Minimum rise for water floor using 8" joists: 20" + 19" ... 39"	32" (2.7')

\* Where there is a high bank nearby or a long slope toward house, a minimum 6" protective slope is required.

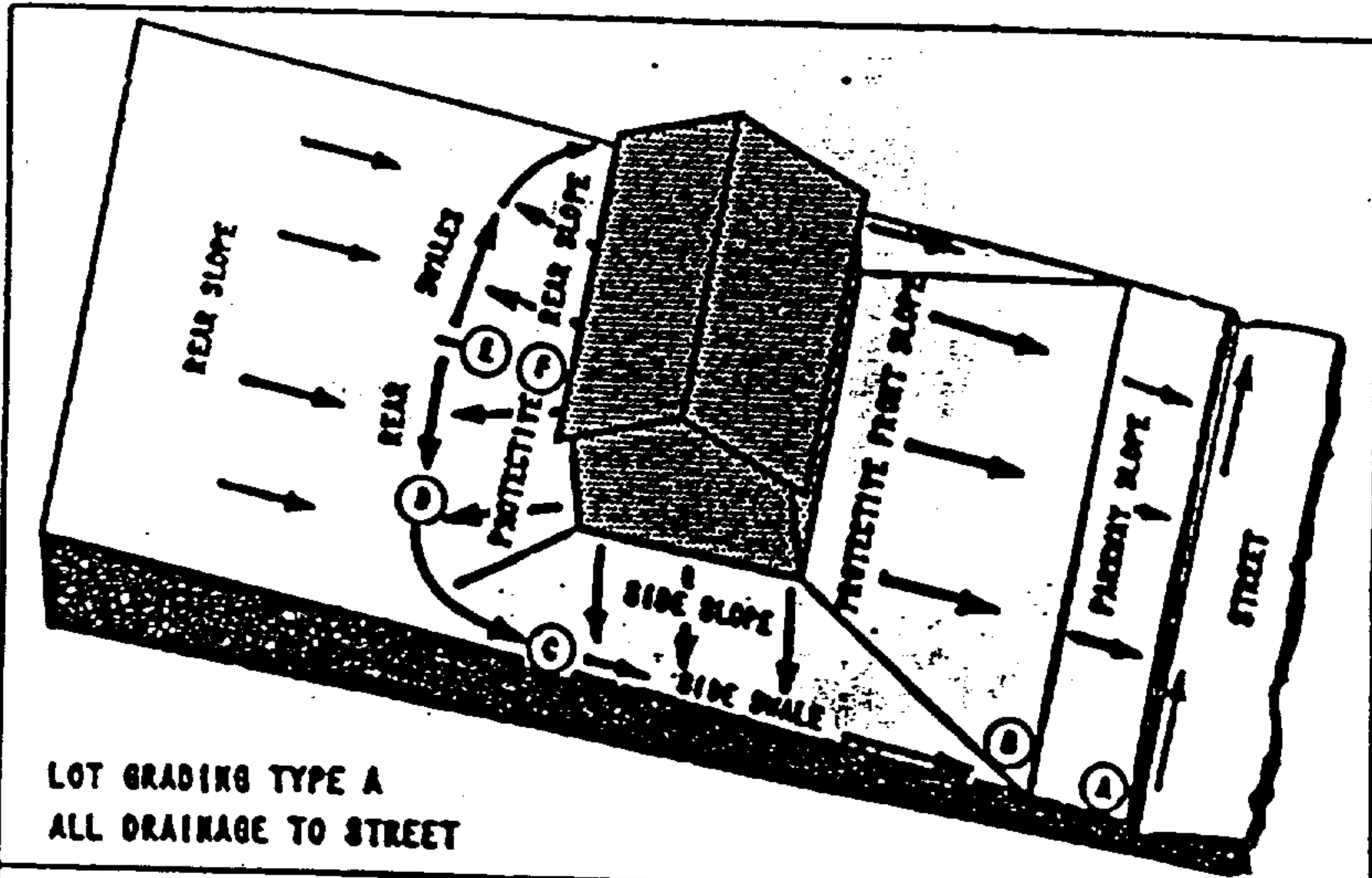
Figure DD. Lot Grading Type B: Drainage Both to Street and to Rear Lot Line

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Highland Village 1st Addition Subdivision Covenants

4140.1

CHAPTER 6, FIGURE CC



LOT GRADING TYPE A  
ALL DRAINAGE TO STREET

SAMPLE COMPUTATION OF GRADING CONTROL LINE A-F FOR A 60' LOT ON AN 0.65 STREET, WITH 20' SETBACK, 20' BUILDING DEPTH AND 2% SWALES		RESULTS USING 1% SWALES
A	Curb-top on lot-line extension at high lot corner	
A-B	Parkway slope: 12' grass and walk at 1/2%/ft. (2%) ...	3" (0.37)
B-C	Side swale: 56' grass at 1/2%/ft. (2%) ...	7" (0.67)
C-D	Swale turn with 10' radius: 16' grass @ 1/2%/ft. ...	4" (0.37)
D-E**	Rear swale: 13' grass at 1/2%/ft. (2%) ...	2" (0.27)
E-F*	Protective rear slope of 6" from high lot corner ...	1" (0.17)
	Sub-total A-F from curb-top to ground at rear bldg. wall ...	16" (1.47)
	Minimum rise from curb-top to side-slope: 27" + 8" ...	35" (2.97)
	Minimum rise for walk-floor using 8" (slopes: 27" + 19" ...)	46" (3.87)
		24" (2.07)
		35" (2.97)

\* Where there is a high bank nearby or a long slope toward house, a minimum 6" protective slope is required.  
\*\* Length D-E =  $X \left[ \text{lot width} - (2 \times \text{swale turn radius}) - \text{lot width} \times \text{street gradient} + \text{swale gradient} \right]$

Figure CC. Lot Grading Type A: All Drainage to Street