

## ARTICLES OF PROTECTIVE COVENANTS

20214559

HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION SUBDIVISION

The undersigned hereby declare that all of the real property located in the County of Bannock, State of Idaho, known as Blocks 3 and 4 of HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION SUBDIVISION, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION Subdivision Covenants meaning the covenants, conditions and restrictions set forth in this DECLARATION. All of said restrictions are declared and agreed to be in furtherance of a general plan for the purpose of enhancing and perfecting the value, desirability and attractiveness of said real property and every part thereof. All of the covenants, conditions and restrictions as set forth in this DECLARATION, shall run with all of said real property for these purposes and shall be binding upon and inure to the benefit of the undersigned, all lots and all owners and their assigns, transferee and successors in interest. 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. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The residential area shall consist of Lots 6-10, Block 3 and Lot 8 and Lots 10-17, Block 4, HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION Subdivision. Lots within such area shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following limitations and restrictions;

1. **RESIDENTIAL USE.** Each numbered lot within the residential area shall be used exclusively for single family residential purposes. No structure whatever, other than one private single-family dwelling, together with a private garage, shall be erected, placed or permitted to remain on any of the lots. No gainful occupation, profession, trade, business or other non-residential use which encourages patron visits shall be conducted in, on, or from any lot or building. This provision, however, does not restrict the use of the property for a private office wherein telephone and computer based work requiring limited additional traffic, parking and visits are undertaken. No signs will be displayed for business purposes. Nothing herein shall be deemed to prevent the leasing of an entire lot and all the improvements thereon to a single family, and not otherwise, from time to time by the OWNER thereof subject to all of the provisions of the HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION SUBDIVISION Restrictions.
2. **BUSINESS CONSTRUCTION.** No store, office or other place of business of any kind, and no hospital, sanatorium or other place for the care or treatment of the sick or disabled, physically or mentally, nor any theater, saloon, or other place of entertainment, or any church shall ever be erected or permitted upon any of the lots or any part thereof.

3. **MAINTENANCE AND REPAIR OF BUILDINGS.** No building, residence, improvement or structure upon any lots shall be permitted to fall into disrepair, each such building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. Owners shall maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios, and appurtenances. Nothing shall be done in or to any such building which will impair the structural integrity of any building. Garages must be kept in a neat and tidy manner at all times.
4. **MAINTENANCE OF LAWNS AND PLANTINGS.** Each owner shall at all times keep all shrubs, trees, grass and plantings of every kind on Owner's lot, including set back easement areas, and park strip next to the curb, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material.
5. **ARCHITECTURAL CONTROL.** 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. Homes constructed in this subdivision will have as a minimum, some brick or drivet/stucco finishes on the front and metal siding on the remainder of the home. Roof pitches on two story homes shall be 5/12 or greater and on single level homes, 6/12 or greater. 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. 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 be deemed to have been fully complied with. The architectural committee is composed of Kenneth A. Satterfield, Steven H. Satterfield, and Billy Satterfield, with Ryan Satterfield as alternate member, all of Pocatello, Idaho. A majority of the committee may designate a representative to act for it.
6. **ANIMALS.** No animals or fowl, poultry, or livestock, other than a reasonable number of generally domesticated household pets, shall be maintained or permitted on any lot and then only if they are kept, bred or raised thereon solely as household pets and not for commercial purposes. No such animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Any structure for the care, housing confinement of any such animal or fowl shall generally be attached to the main dwelling unit.
7. **ANTENNAS AND SATELLITE DISHES.** No antenna or satellite dish for transmission or reception of television or radio (including short-wave) signals or any other form or electromagnetic radiation shall be erected, used or maintained outdoors whether attached to a building or structure or otherwise, unless approved by the Committee. Satellite dishes made a part of the home structure and measuring 18" or less in diameter are precluded from this restriction.

8. **UTILITY SERVICE.** Lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals shall be underground. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of an approved building.
9. **TEMPORARY OCCUPANCY.** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary or incomplete building or structure shall be lived in or occupied in any manner.
10. **TRAILERS, BOATS AND MOTOR VEHICLES.** No mobile home, trailer of any kind, tent, or similar structure, and no motor vehicle, car, truck, truck camper, recreational vehicle, motorcycle, go-cart, dune buggy, boat, or boat trailer shall be kept, stored, placed, maintained, constructed, reconstructed or repaired, upon any lot or street within this subdivision unless such vehicles are kept at least 25 feet behind the front property line and screened from street view. Incidental use of recreational vehicles in the street for up to two days is precluded from this requirement.
11. **NUISANCES.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any lot or portion thereof unsanitary, unsightly, offensive or detrimental to any of the occupants thereof. No nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells, or other devices used exclusively for security purposes, shall be located, used or placed on any lot.
12. **TRASH CONTAINERS AND COLLECTION.** All garbage and trash shall be placed and kept in covered containers of a type and style as approved by the City of Pocatello. In no event shall such containers be maintained so as to be visible from neighboring property except to make the same available for collection. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any lot.
13. **CLOTHES DRYING FACILITIES.** Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property.
14. **ROAD ENCROACHMENTS.** No tree, shrub, planting building or improvement of any kind shall be allowed to overhang or otherwise to encroach upon any road or pedestrian way from ground level to a height of eight (8) feet.
15. **MACHINERY AND EQUIPMENT.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within the Residential Area except such machinery or equipment as is usual and customary in construction of a private residence in HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION SUBDIVISION. No

- elevated tanks or large containers of any kind shall be erected, placed or permitted upon any lot.
16. **CONSTRUCTION.** Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for the builder of homes in **HIGHLAND VILLAGE 4<sup>TH</sup> ADDITION SUBDIVISION** to maintain during the period of construction and sale of said homes, upon such portion of the premises as such builder may choose, such facilities as in the sole opinion of said builder may be reasonably required, convenient or incidental to the construction and sale of said homes, including but not without limitation, a business office, storage area, construction yard, signs, model units and sales office.
  17. **DISEASES AND INSECTS.** No owner shall permit any thing or condition to exist upon Owner's lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.
  18. **RESTRICTION ON FURTHER SUBDIVISION.** No lot in the subdivision shall be further subdivided or separated into small lots, nor shall any less than all of such lots as originally platted be conveyed or transferred or any easement or other interest given therein, except for public utilities, without the prior written approval of the Declarant.
  19. **SIGNS.** No commercial signs whatsoever which are visible from neighboring property shall be erected or maintained on any lot within the residential area except:
    - a. Such signs as may be required by legal proceedings;
    - b. Not more than two (2) Residential identification signs of a combined total face area of seventy-two (72) square inches or less for each lot;
    - c. During the time of construction of any residence or other improvement, or to sell an existing home, two job identification signs not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet; and
    - d. Such signs the nature, number, and location of which have been approved in advance by the Declarant.
  20. **ON-SITE GRADING.** 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 (4240.1) which includes provision for any run-off waters to drain along each side lot line and along all lot lines. Lot grading is to include sloping the yard away from the home in all directions eliminating the possibility of run-off waters running to the house foundation. (See attached Detail). For those lots with a side slope, it will be the responsibility of the owner of the down hill (lower) lot to insure the existing grade of

the adjoining lot up hill from his/her, by means, if necessary, of a retaining wall, erosion resistant landscaping or other decorative structure on his/her property.

21. **MAILBOX LOCATION.** Mailbox location shall be as determined by the United States Postal Service and DECLARANT. DECLARANT may choose to use a neighborhood box system and may choose not to allow individual mailboxes throughout the subdivision.
22. **UTILITIES.** All lots shall be served by underground utility, electrical and telephone lines and cable television and no above ground distribution lines shall be installed. Overhead wires shall not be allowed and are expressly prohibited.
23. **BUILDING SIZES.** No dwelling shall be permitted in this subdivision having a ground floor area of the main structure, exclusive of one-story open porches and garages, of not less than 1650 square feet for a one-story dwelling and not less than 1900 square feet on the above grade floors of a two-story dwelling. For split-level homes, the upper three levels above grade must collectively contain at least 1900 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 24 feet attached to the home with two single garage doors of at least 9 feet in width each or one door of at least 18 feet in width.  
However, if homes are constructed with 3 car garages of at least 30 feet of width (with either 3 separate single garage door openings, each of which are to be at least 9 feet in width, or a double garage door opening of at least 16 feet in conjunction with a single garage door opening of at least 9 feet), then minimum square footage shall be reduced to 1500 square feet for a single level home and 1800 square feet for the combined upper two floors of a 2-story home or upper 3 levels of a split-level home (levels all above grade). All 3-car garages are to have either 3 single 9 foot doors on one single 9 foot door and one double 16 foot door. In the entire subdivision, garages may only be used for the storage of automobiles or other personal property and may not be converted to living area unless a new garage is built at the same time of garage conversion and is approved by both the architectural review committee and the City.
24. **PARK STRIP.** 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. These trees are to be of the species Little Leaf Linden, (*Tilia cordata*). Trees will be planted within the first growing season possible following completion of construction of the home on any given lot. This "Park Strip" is to be grass or other vegetative cover. Homeowners of Lots 10&11, Block 4, will plant trees in area remaining in green strip in proportion to tree spaces in full frontage lots.
25. **TREE PLANTINGS.** Certain species of trees will not be allowed in this subdivision. These include Siberian Elm (*Ulmus pumila*), American Elm (*Ulmus americana*), Russian Olive (*Eleagnus Spp.*), all cottonwood and poplar species (*Populus spp.*), except Quaking Aspen (*P. tremuloides*). Trees are not to exceed 40 ft. in height. At the time any tree exceeds this height of 40 feet, it must be trimmed or removed. Attached is a list of recommended species to be used.

26. **LANDSCAPE & FENCES.** All yards shall be landscaped in a professional like manner and appearance, with fencing permitted only in the back and side yards with no fencing closer than 25 feet from the front property line. Landscaping shall be installed no later than the beginning of the first growing season after the completion of home construction. All fences shall comply with the city ordinance. No wire netting, chicken wire, barbed wire or chain link fences will be allowed. Any fencing will be of wood, masonry, vinyl, or similar materials and maintained in an attractive manner.

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IN WITNESS WHEREOF, the undersigned have executed this DECLARATION  
This 9<sup>th</sup> day of July, 2002.

SATTERFIELD REALTY & DEVELOPMENT, INC.

  
STEVEN H. SATTERFIELD, PRESIDENT

  
KENNETH A. SATTERFIELD, SECRETARY



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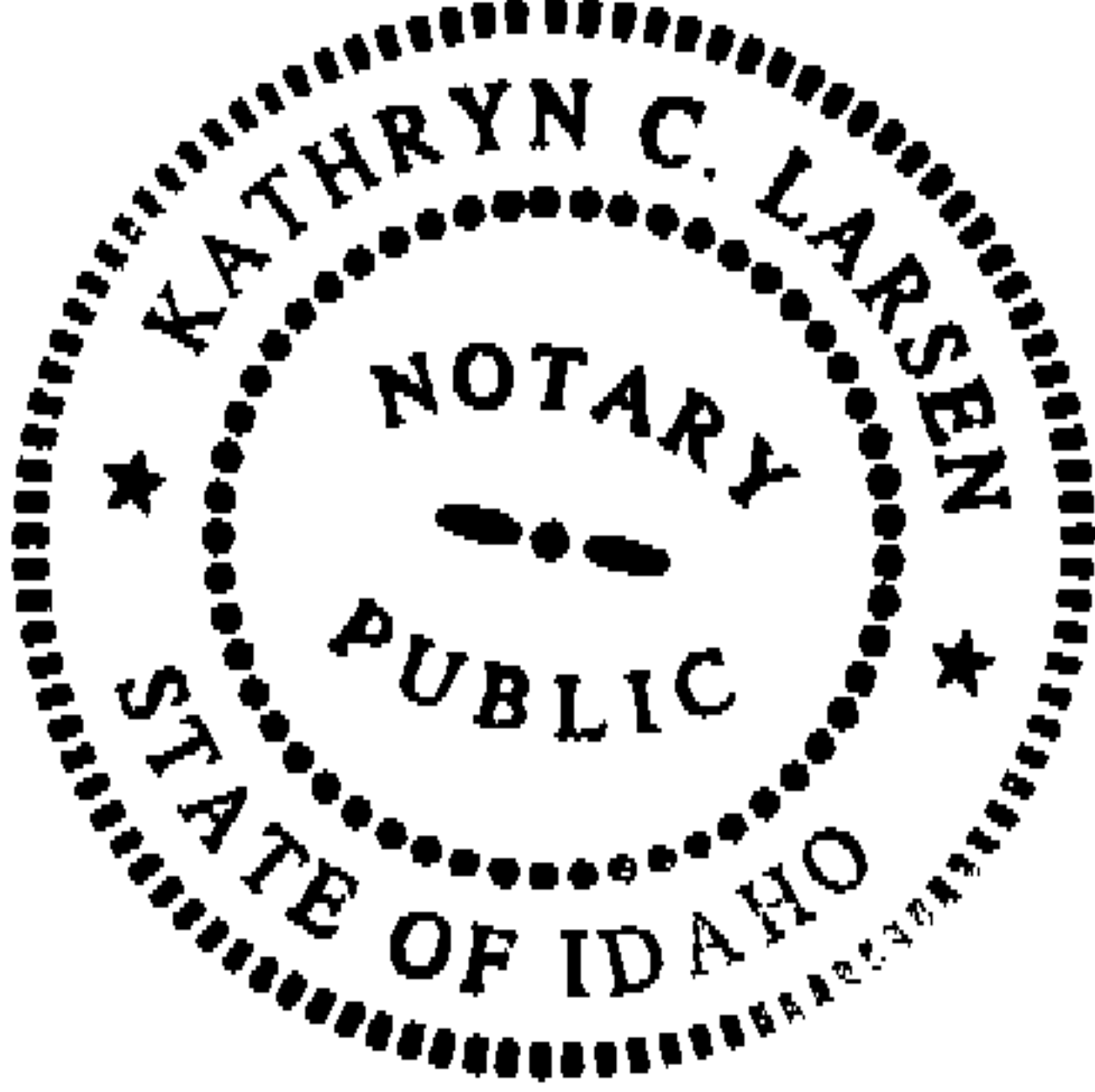
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BANNOCK COUNTY IDAHO  
LARRY W GHAN RECORDER  
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STATE OF IDAHO )  
 : SS  
COUNTY OF BANNOCK )

On this 9<sup>TH</sup> day of July, 2002, before me the undersigned Notary Public, in and for said State of Idaho, personally appeared Steven H. Satterfield and Kenneth A. Satterfield, known to me to be the President and Secretary, respectively, of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporate officers executed the same.

IN WITNESS Whereof, I hereunto set my hand and affixed my official seal the day and year first mentioned above.



(Seal)

Kathryn C. Larsen  
NOTARY PUBLIC - STATE OF IDAHO

Commission Expires: 12-15-06