

**ARTICLES OF PROTECTIVE COVENANTS****HIGHLAND VILLAGE 5<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 1 and 2 of HIGHLAND VILLAGE 5<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 5<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. Invalidation 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 1-10, Block 1 and Lots 1-6, Block 2, HIGHLAND VILLAGE 5<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 5<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, color, 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 steel or premium quality vinyl siding (of thickness between .044 to .048 inches) on the remainder of the home. Both steel and vinyl siding will be professionally installed. 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. So long as Satterfield Realty and Development, Inc. owns any lots in the subdivision the authority and functions of the architectural committee shall be lodged in and exercised by them. At the time a certificate of occupancy is given for the home built on the last vacant residential lot in the HIGHLAND VILLAGE 5<sup>TH</sup> ADDITION subdivision the architectural control committee provided by Satterfield Realty and Development, Inc. for the HIGHLAND VILLAGE 5<sup>TH</sup> ADDITION subdivision is dissolved and in turn the existing committee may appoint at least three lot owners of HIGHLAND VILLAGE 5<sup>TH</sup> ADDITION to replace them on the committee. The then formed interim committee will have all the powers and rights of architectural control and will be responsible to call by notice in writing, a meeting of all homeowners within the subdivision to elect a standing architectural control committee for the subdivision.
  
- 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

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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 5<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 5<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.** Mailboxes shall be furnished by the builder/homeowner. Individual mailboxes shall be used throughout the subdivision. Mailboxes shall be located in the grass parkstrip next to the curb.
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 1300 square feet for a one-story dwelling and not less than 1300 square feet on the above grade floors of a two-story or split-level dwelling. 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 16 feet in width. All 3-car garages are to have either 3 single 9 foot doors or 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 7&8, Block 1, 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.
27. **REMEDIES.** 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 in equity against the person or persons violating or attempting to violate such. If the parties hereto, or any or 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. 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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RMES

RECORDED AT REQUEST OF

FEE 33<sup>00</sup> DEPUTY mj

2003 MAY 23 AM 8 15

OFFICIAL RECORD BK# 830

LARRY W GHAN RECORDER

BARNACK COUNTY IDAHO

IN WITNESS WHEREOF, the undersigned have executed this DECLARATION

This 15<sup>TH</sup> day of MAY, 2003.

SATTERFIELD REALTY & DEVELOPMENT, INC.

  
STEVEN H. SATTERFIELD, PRESIDENT

  
KENNETH A. SATTERFIELD, SECRETARY

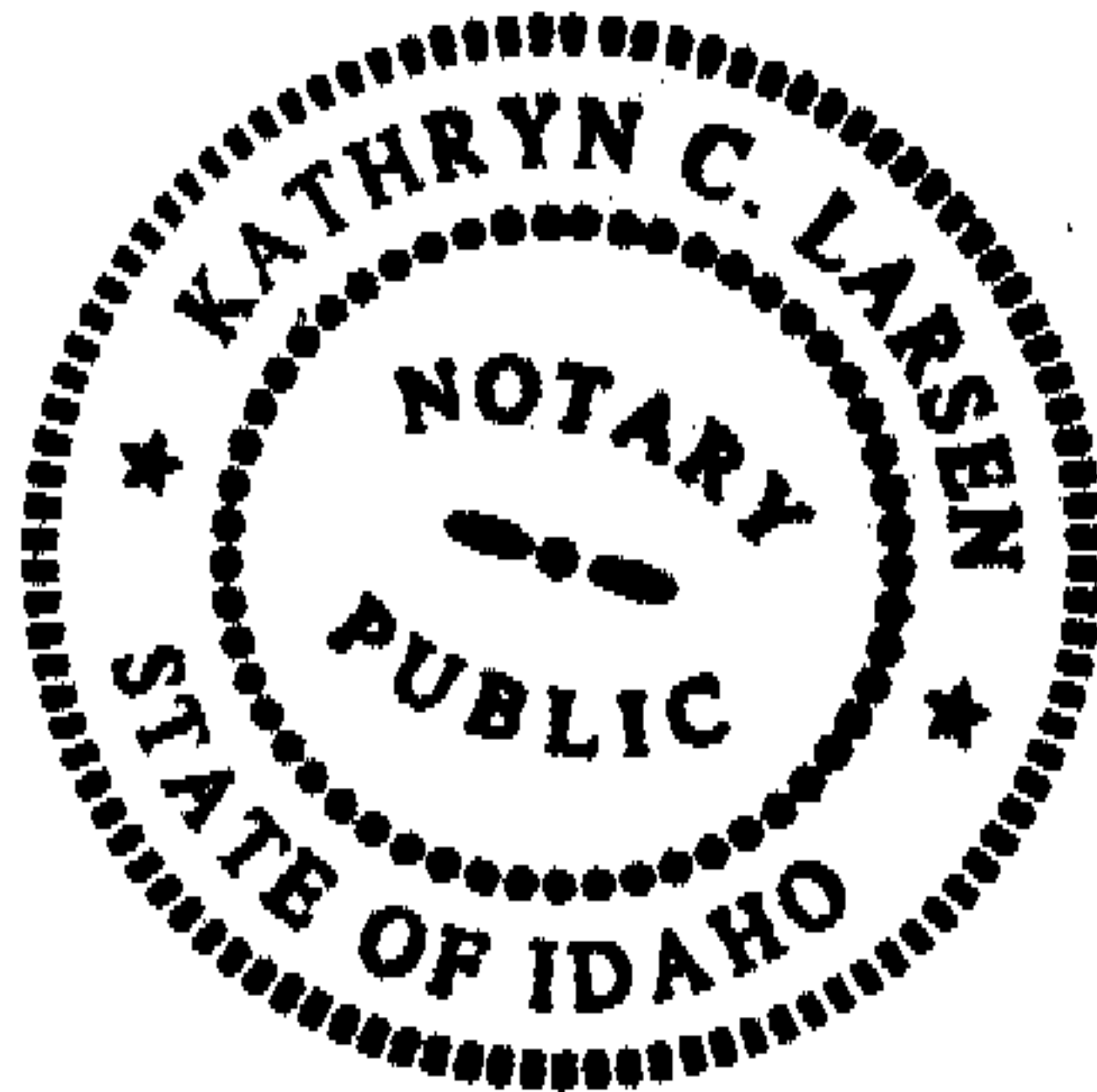
(Seal)

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STATE OF IDAHO )  
 : SS  
COUNTY OF BANNOCK )

On this 15<sup>th</sup> day of MAY, 2003, 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



# RECOMMENDED TREE SPECIES

## MAPLES

Acer platanoides  
Acer platanoides 'Drummondii'  
Acer platanoides 'Globosum'  
Acer platanoides 'Royal Red'

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Crimson Sentry  
Silver Variegated  
Globe Norway Maple

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## BIRCH

Betula nigra  
Betula nigra

River Birch  
Heritage

## HACKBERRY

Celtis occidentalis

## HAWTHORNE

Crataegus crus-galli  
Crataegus crus-galli inermis  
Crataegus laevigata

Cockspin Hawthorne

Crimson Cloud Hawthorne

## ASH

Fraxinus americana  
Fraxinus americana  
Fraxinus americana  
Fraxinus opycarpa

Autumn Applause  
Autumn Purple  
Champaign County  
Raywood Ash

## HONEY LOCUST

Gleditsia triacanthos  
Gleditsia triacanthos

Christie  
Imperial

## CRAB

Malus

several fruitless/persistent varieties

## FLOWERING CHERRY

Prunus

several species (check handiness)

## WILLOW

Salix 'Prairie Cascade'

Prairie Cascade Weeping Willow

## MOUNTAIN ASH

Sorbus Alnifolia

Korean Mountain Ash

## LILAC

Syringa Reticulata Ivory Silk

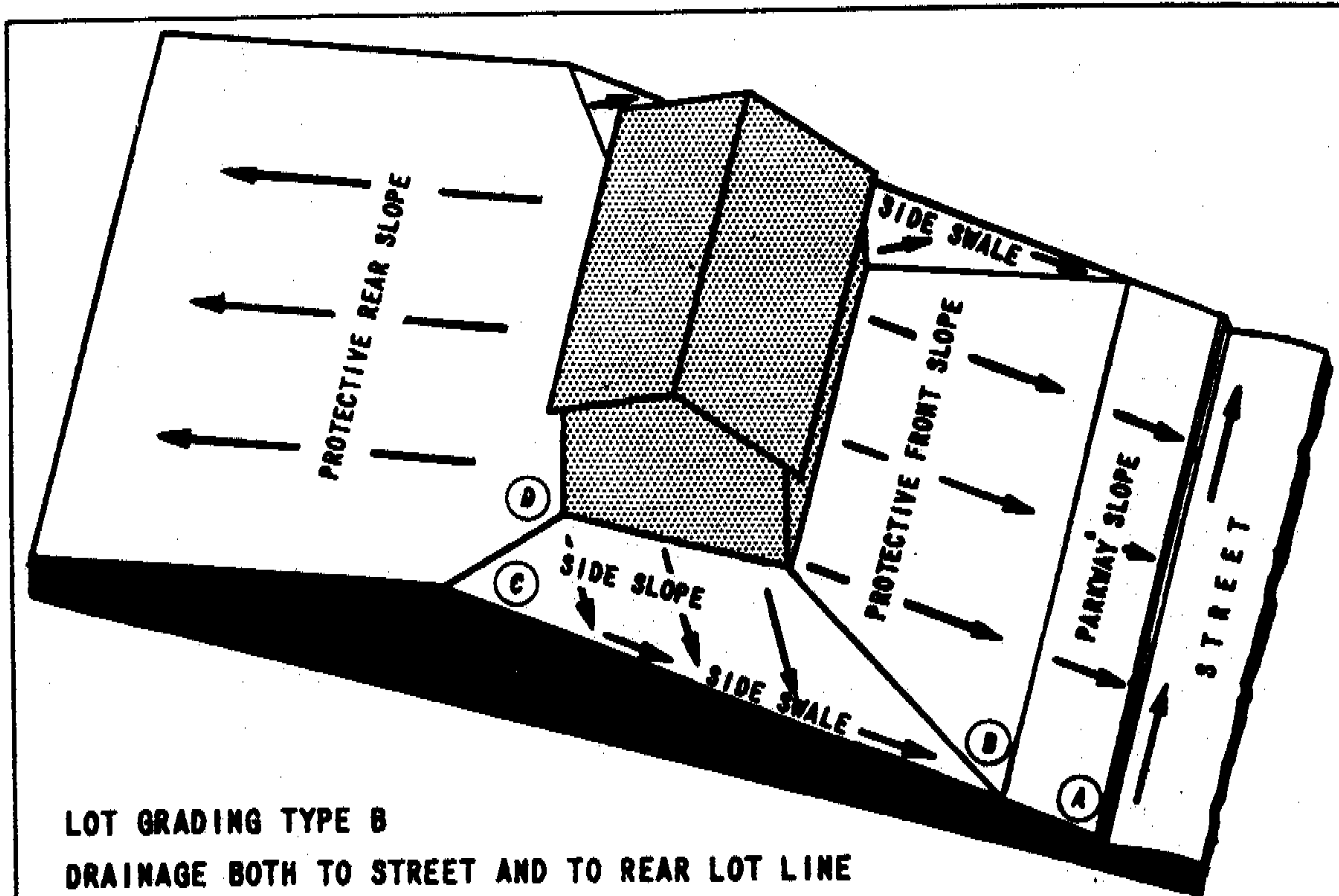
Japanese Tree Lilac

## LINDEN

Tilia Americana 'Wandell'  
Tilia Cordata 'Chancellor'  
Tilia Cordata 'Greenspire'  
Tilia Cordata 'Olympic'

Legend Linden  
Chancellor Linden  
Greenspire Linden  
Olympic Linden

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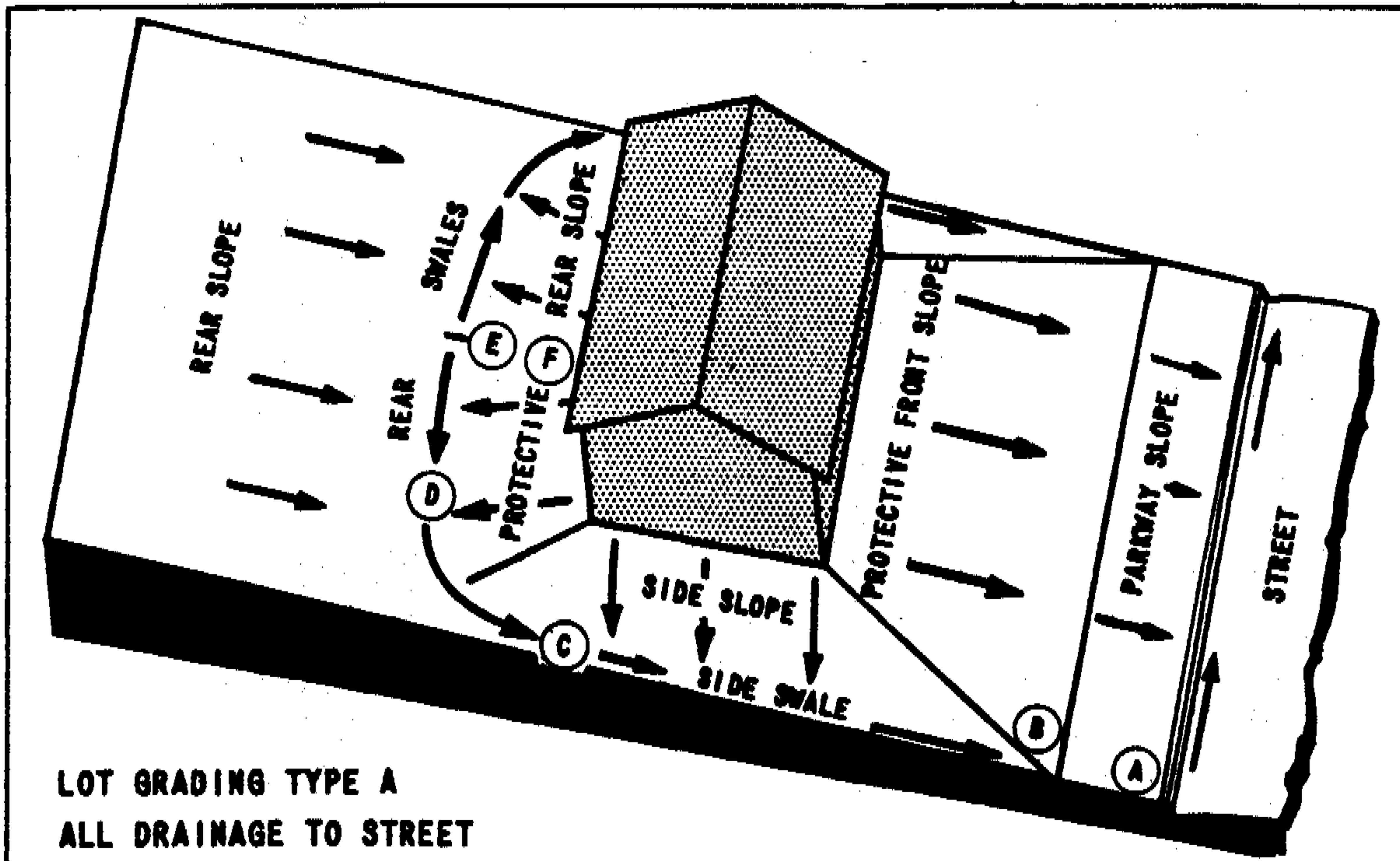
**LOT GRADING TYPE B  
DRAINAGE BOTH TO STREET AND TO REAR LOT LINE**

SAMPLE COMPUTATION OF GRADING CONTROL LINE A-D FOR A 60' LOT WITH 28' SETBACK, 28' BUILDING DEPTH AND 2% SWALES		RESULTS USING 1% SWALES
<b>A</b>	Curb-top on lot-line extension at high lot corner	
<b>A-B</b>	Parkway slope: 12' grass and walk at 1/4"/ft. (2%) . . . . . 3" (0.3')	3" (0.3')
<b>B-C</b>	Side swale: 56' grass at 1/4"/ft. (2%) . . . . . 14" (1.2')	7" (0.6')
<b>C-D*</b>	Protective side slope at extension of rear wall . . . . . 3" (0.3')	3" (0.3')
	Sub-total A-D from curb-top to ground at rear building wall . . . . . 20" (1.7')	13" (1.1')
	Minimum rise from curb-top to slab floor: 20" + 8" . . . . . 28" (2.3')	21" (1.8')
	Minimum rise for wood-floor using 8" joists: 20" + 19" . . . . . 39" (3.2')	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

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 0.5% STREET, WITH 28' SETBACK, 28' BUILDING DEPTH AND 2% SWALES		RESULTS USING 1% SWALES
<b>A</b>	Curb-top on lot-line extension at high lot corner	
<b>A-B</b>	Parkway slope: 12' grass and walk at 1/4"/ft. (2%)	3" (0.3')
<b>B-C</b>	Side swale: 56' grass at 1/4"/ft. (2%)	7" (0.6')
<b>C-D</b>	Swale turn with 10' radius: 16' grass @ 1/4"/ft.	4" (0.3')
<b>D-E**</b>	Rear swale: 13' grass at 1/4"/ft. (2%)	3" (0.3')
<b>E-F*</b>	Protective rear slope from high-point of swale	3" (0.3')
Sub-total A-F from curb-top to ground at rear bldg. wall		27" (2.3')
Minimum rise from curb-top to slab floor: 27" + 8"		35" (2.9')
Minimum rise for wood-floor using 8" joists: 27" + 19"		46" (3.8')

\* Where there is a high bank nearby or a long slope toward house, a minimum 6" protective slope is required.  
 \*\* Length D-E = 1/2 [ lot width - (2 x swale turn radius) - (lot width x street gradient ÷ swale gradient) ]

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