

RESTRICTIVE COVENANTS AFFECTING THE HAMILTON FIFTH SUBDIVISION
TWIN FALLS COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Donald A. Somers and Clara Somers, Husband and Wife are the owners of all the property embraced on the Hamilton Fifth Subdivision.

WHEREAS, the following restrictions are hereby created and declared to be covenants running with the land herein described, and with each and every part thereof, and the owners, declare that the premises described herein are to be held and hereinafter conveyed subject to the following restrictions and covenants, namely:

LAND USE AND BUILDING TYPE: No lot shall be used except for residential or church purposes. No building shall be erected, altered, placed or permitted to remain on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the architectural control committee as to 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 to any street than the minimum building set back line unless similarly approved.

DWELLING SIZE: No dwelling or church of a size less than 1100 square feet ground floor area of the main structure including attached garage, shall be permitted on any lot.

BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet, or nearer to the side street line than fifteen (15) feet. No building shall be located nearer than five (5) feet to any interior lot line, except that the Village code will determine the side yard required for a garage or other permitted accessory building located forty (40) or more feet from the minimum building set back line. No dwelling or church shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building or a lot to encroach upon other lots.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved.

LOT AREA AND WIDTH: No dwelling or church shall be erected or placed on any lot having a width of less than seventy-five (75) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 9850 square feet.

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

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TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a permanent residence.

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) 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 except reasonable church signs or structures in keeping with the general nature of the property.

GARBAGE AND REFUSE DISPOSAL: 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 material shall be kept in a clean and sanitary condition.

SIGHT DISTANCE AT INTERSECTION: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. No tree shall be permitted to remain within such a distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARCHITECTURAL CONTROL COMMITTEE: Architectural Control Committee is composed of Donald A. Somers, M. L. Ledbetter, and Lee Mathers. In the event of death or resignation of any member of said committee, the remaining members of said committee shall have full power and authority to select another property owner in said addition to succeed the member who has died or resigned. A majority vote of said committee shall control its decisions and in the event the committee fails to approve or disapprove the external design of such structures within 30 days after the plans, specifications and plot plan have been submitted to it, this covenant shall be deemed to have been complied with in full. No member of said committee shall be entitled to any compensation for services performed in accordance herewith. The approval or disapproval as required by these covenants shall be in writing.

GENERAL PROVISIONS

TERMS: These covenants are to run with the land and shall be binding on all persons and all parties claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after such time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

LIVESTOCK AND POULTRY: 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 purposes.

(Continued)

FENCES: No fences in front of minimum setback line will be permitted other than decorative plantings along borders of lot lines, walks and drives where fence is permitted it shall not be higher than seven (7) feet above ground level.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant whether to restrain violation or to recover damage.

SEVERABILITY: Invalidation of any one 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. The restrictive covenants herein contained shall bind the undersigned, their heirs, successors, assigns, grantees and personal representatives.

The foregoing restrictions were recorded October 30, 1961, in Book 26 of Miscellaneous, page 448, as Instrument No. 507606, records of Twin Falls County, Idaho.