

AGREEMENT
ARTICLES OF RESTRICTIVE COVENANTS

203698

KNOW ALL MEN BY THESE PRESENTS That A. Y. Satterfield and Jane S. Satterfield, husband and wife, do hereby certify that they are the owners of the following described property, to-wit:

Lots 25-46 inclusive of Block 16 of Fairview Townsite; all of Blocks 1 and 2; Lots 1-12 inclusive of Block 3; lots 1, 3, 4, 5, and 6 of Block 5; lots 4, 5, and 6 of Block 6; lots 4, 5, and 6 of Block 7 and lots 1, 3, and 4 of Block 8, all of Buena Vista Townsite; of Bannock County, Idaho, according to the official plat thereof on file in the office of the County Recorder of Bannock County, Idaho;

That for and in consideration of the benefits to be derived therefrom by the grantors hereof, said grantors do hereby impose the following restrictive covenants upon the above described property;

(1) All lots in the tract shall be known, and described as residential lots (except the Lots 4, 5, and 6 of Block 5 of Buena Vista Townsite) and no structure shall be erected on any residential building block or plot other than one detached single-family dwelling not to exceed two stories in height and a one or two-car garage.

(2) Lots 4, 5 and 6 of Block 5 of Buena Vista Townsite are restricted to commercial use for retail merchandising and no business shall be conducted thereon until it has been approved in writing by the committee referred to in paragraph (8) hereof. However, if such committee referred to is not in existence or fails to approve or disapprove the proposed type of business within thirty (30) days, then such approval will not be required, provided the business is not of an illegal nature nor in violation of paragraph (5) hereof;

(3) No building shall be erected on any residential lot nearer than twenty (20) feet from the front lot line, nor farther than thirty (30) feet from the front lot line, nor nearer than five (5) feet to any side or rear lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of the lot, except that on corner lots no structure shall be permitted nearer than ten (10) feet to the side street line.

(4) No building shall be erected on any residential building plot, which plot has an area of less than 6400 square feet or a frontage of less than fifty (50) feet at the front building line.

(5) No noxious or offensive trade 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.

(6) No trailer, basement, tent, shack, garage, barn or other out house building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

(7) No structure shall be moved onto any lot unless it meets with the approval of the committee hereinafter referred to, or if there is no committee, it shall conform to and be in harmony with the existing structures in the tract.

(8) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee of three to be elected by a majority of the owners of lots in said subdivision; each owner shall be entitled to cast the same number of votes in the election of said committee as the number of lots that he holds, a lot to be considered 6400 square feet of ground with the restricted area; the members of the first committee shall be elected for terms as follows: one for one year, one for two years and one for three years; and thereafter one member of the committee shall be elected to serve for a period of three years; said election shall be held annually on the first Tuesday of September of each year, beginning with the year 1939; no person shall act as a member of the committee who is not a bona fide owner of at least one lot of the property covered by those restrictive covenants, and possesses the other qualifications of a legal voter in the State of Idaho.

