

RESTRICTIVE COVENANTS AFFECTING THE

SKELETON BUTTE ESTATES

JEROME COUNTY, IDAHO

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Roger W. Collinson and Aileen J. Collinson, are the owners of all the property embraced in the SKELETON BUTTE ESTATES, as shown by the plat thereof of record in the office of the Recorder of Jerome County, Idaho.

WHEREAS, the following restrictions are hereby created and declared to be covenants running with all of parcels 1 through 23 of Skeleton Butte Estates, Jerome County, Idaho, according to the official plat thereof recorded in miscellaneous plats, book ²⁴ page ¹⁴, records of said County, and with each and every part thereof, and the owners, being the undersigned, declare that the premises described herein are to be held and hereinafter conveyed subject to the following restrictions, reservations and covenants, namely:

1. That no buildings shall be erected by the Grantee or Grantees on any of the property above described except new single-family dwellings of one or two stories in height, a private garage, and a barn or other out-buildings, of new and good quality construction, which barn and out-buildings must conform in general appearance to the primary structure, and to the other buildings in said Skeleton Butte Estates; that said garage, barn or out-buildings shall never at any time be used as a dwelling house temporarily or permanently; that no structures of a temporary character, trailer, basements, tent, shack or other out-buildings shall be used on any parcel at any time as a temporary or permanent residence; that any building constructed on said premises shall be diligently constructed to completion within one year after start of building.

2. No parcel shall be used except for residential or farming purposes. The manufacturing, wholesaling, retailing, or repairing of industrial or commercial products and the rearing, breeding, or feeding of livestock for other than individual personal use is prohibited. No trade of any kind shall be carried on upon any of said parcels, nor shall any of said parcels be used for the purpose of storing machinery or equipment of any trade, unless under cover of garage or storage building, nor shall anything be done upon said parcels, or any of them which will annoy any other owners of said parcels or which shall constitute a nuisance. The discharging of any firearms within the boundaries of the Skeleton Butte Estates is not permitted.

3. No cottonwood, Chinese elm, or Dutch elm trees shall be planted on any parcel. All utilities shall be underground for servicing the Skeleton Butte Estates.

4. No sign of any kind shall be displayed to the public on any parcel, 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.

5. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling.

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

7. No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and 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. All containers for the storage or disposal of garbage or other waste which may produce odor or decompose must be covered. Disposal of all rubbish, trash, garbage, or other waste shall be at a designated and approved sanitary landfill site only.

8. No swine shall be raised, bred or kept upon any parcel for any purpose. No commercial dog kennel or breeding kennel shall be permitted upon any parcel for any purpose. No more than three dogs shall be permanently maintained on any parcel. No more than twenty-five (25) chickens or other fowl, either singularly or in total numbers, shall be permitted; and only for the personal use of the individual family residing on the premise. All animals and fowl shall be restricted to said owner's property.

9. All fencing shall be of woven wire, board, pole, or cyclone or barbed wire. No fences, hedges, or boundary walls shall be erected which are higher than six (6) feet above the finished grade of the surrounding ground, except where fences or walls may be built as extensions of buildings, in which event they may be equal in height to the building at its highest adjacent point. Fences must be kept in neat condition.

10. No building shall be constructed upon any of said parcels unless it is constructed in compliance with the State and County Building Codes, such as, but not limited to, plumbing, electrical, and sanitation.

11. The structural line of any building or structure shall not be located nearer than fifty (50) feet from any front or rear property line. No building or structure shall be located nearer than twenty-five (25) feet from any side property line.

12. No building shall be erected, placed or altered on any parcel until the construction plans and specifications and a plan showing the location of the structure or structures have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design of existing structures, and as to location with respect to topography, finish grade elevation, and other existing structures.

13. The Architectural Control Committee is composed of Roger W. Collinson, Bruce T. Butler, and C. Rodney Thornton. A majority of the Committee may designate a representative to act for it. In the event of a death or resignation or any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in the covenants shall be in writing. In the event the Committee, or its designated representative, fails 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 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. No parcel shall be split or divided to form a parcel smaller than 2.5 acres, and then only after the entire twenty-three (23) original parcels have been sold or otherwise transferred in ownership from Roger W. and/or Aileen J. Collinson, with the exception of parcel number 23.

15. No dwelling or other out-building shall be constructed upon said premises of bricks or blocks made of cement, cinder, pumice or similar material unless such bricks or blocks are faced on the outside with wood, stone, clay bricks or other materials of like kind and character as the other structures in this development. No pre-fabricated or previously constructed building shall be placed or moved upon any premises in the Skeleton Butte Estates.

16. There shall be a continuity of the grade for the land in the entire development and the grade of any parcel shall not be raised or lowered except that it shall be permissible for a parcel owner to have a small grade up to the house.

17. All weeds, noxious or otherwise, shall be kept under control. After one notice the county or the other property owners may take whatever action is necessary, at the offending property owner's expense.

18. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner parcel 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, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any parcel within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. If persons now claiming any interest in said property, or their heirs, successors, grantees or assigns, shall violate or attempt to violate any of the covenants and instructions herein contained, it shall be lawful for any other person or persons owning a parcel or parcels in said development to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of these covenants and restrictions and obtain such relief as may be available at law or in equity.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which 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 parcels has been recorded, agreeing to change said covenants in whole or in part.

21. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

22. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

23. Easements for the installation and maintenance of facilities necessary to provide all utilities and drainage as needed for the full development of the Skeleton Butte Estates are hereby reserved.

Roger W. Collinson
Roger W. Collinson

Aileen J. Collinson
Aileen J. Collinson

On this 3th Day of December 1977 before me, the undersigned, a Notary Public in and for said State, personally appeared Roger W. and Aileen J. Collinson, Husband and wife, known to me to be the person (s) who signed the foregoing and executed the same.



Carole Ann Kemper *Kevin Falls*
Notary Public for State of Idaho, residing at

RECEPTION NO. 229808
STATE OF IDAHO)
County of Jerome)

I hereby certify that this instrument was filed for record at the request of

Roger W. Collinson

at 56 Township East, 3 North

County of Blaine State of Idaho

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By *Carole Ann Kemper* Notary Public

Notary Fee 5.00

FILED
DIRECT
REVERSE