

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

HENRY'S LAKE LODGE SUBDIVISION, DIVISION NO. 1

KNOW ALL MEN BY THESE PRESENTS:

This Declaration of covenants, conditions and restrictions, hereafter called "Declarations", is made and executed in Fremont County, Idaho, this 29 day of April, 1967, by HENRY'S LAKE LODGE, INC., an Idaho corporation, hereinafter called "Declarant";

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that certain real poroperty located in Fremont County, Idaho, and more particularly described as follows:

WHEREAS, the Declarant intends to sell said property in small tracts, or lots, for residential purposes only, and desires to impose upon said property mutually beneficial restrictions upon the type, kind and nature of all buildings, together with all improvements to be constructed or placed on said property, and

WHEREAS, it is the further desire of the Declarant as part of the general development plan for the benefit and protection of the owner of the respective lots within said subdivision to provide for certain use restrictions which shall govern and control the use and enjoyment of said lots within the above described property.

NOW, THEREFORE, the Declarant does hereby publish and declare that all of the property described above is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following conditions, covenants, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in the mutual benefit for the improvement of said property and the division thereof into lots and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns, and any person acquiring or owning an interest in the real property and improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

1. Definitions of the certain terms that are used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefore:

(a) Declarant shall mean Henry's Lake Lodge, Inc., an Idaho corporation,

which has made and executed this Declaration;

- (b) Declaration shall mean this instrument by which the within covenants, conditions and restrictions have been imposed upon the above described real property;
- (c) Owner shall mean any person or entity with an ownership interest in any of the above described real property;
- (d) Board shall refer to the Architectural Control Board as established herein; and
- (e) Property shall mean all of the above described real property generally described as Henry's Lake Lodge Subdivision, Division No. 1, Lots through

2. Said property may be used only for residential purposes and for no other purposes. Any question or dispute as to whether a particular lot is being used according to the within restrictions shall be submitted to the Board. The Board shall make its determination within thirty (30) days and its determination shall be final and binding upon the owner of said lot.

3. No more than one main dwelling house and one guest house may be built, constructed, placed upon, or moved upon any one lot.

4. No house, cabin, garage, shed or building shall be placed closer than ten (10) feet from any boundary line of any particular lot, unless prior written approval has been obtained from the Board.

5. Prior to the building, constructing or place of any major improvements or structures on any lot, written plans shall be submitted to the Board for its approval. In the event such plans are disapproved, said structure or improvement may not be constructed, built or placed upon said lot. The decision of the Board is final and binding upon all parties concerned.

6. No trailer houses will be permitted on any of the lots except as follows: trailer houses may be left permanently on all lots located in Blocks 4 and 5; however, trailer houses will be permitted for a period of one (1) year only from the date of purchase from the Declarant on the following lots: Lots located in Block 1 and 2, and lots 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 3 of the above described property.

7. No cattle, sheep, pigs, or other animals may be maintained on any of the described property with the exception of domestic house-hold pets and horses which may be maintained on the individual lots if suitable fencing and shelter is provided. However, horses may not be maintained if they become offensive to the surrounding owners either because of noise or odor.

8. All dwelling houses and trailer houses shall be provided with approved indoor toilet facilities and shall have a sewage disposal system composed of a septic tank, seepage pit or other approved drainage. All sewage systems must have the approval of the Idaho State Sanitary Inspector.

9. None of the property described above shall be used for the purpose of carrying on or maintaining any business, commercial or industrial activities.

10. No noxious or offensive activities shall be carried on upon said property, nor shall anything be done therein which may be or become an annoyance or nuisance to any of the surrounding owners.

11. No signs of any kind shall be displayed to the public view on or from any lot, except that signs advertising all or a portion of said property to be for sale or for rent, may be temporarily maintained.

12. No portion of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall be kept only in sanitary containers. All incinerators or other equipment for the disposal of solid material shall be maintained in a sanitary and orderly condition and must meet the requirements for such equipment imposed by the State of Idaho.

13. The Board as specified herein, shall have the power to enforce any and all of the conditions, covenants and restrictions set forth herein, and shall have the power to assess against the owner of each lot specified herein up to \$25.00 per year for maintenance and site care and development. Assessments in excess of \$25.00 must have the written approval of two-thirds of all owners.

14. Prior to the sale of any of the lots specified herein, the proposed purchaser must be approved by the Board.

15. There is established hereby an Architectural Control Board which will have the powers specified herein plus those powers necessary to enforce the covenants,, conditions and restrictions established by this Declaration. The Board shall be composed of Ray Astle, George S. Compton, Joseph A. Benjamin, Gerald B. Todd, Michael D. Todd and Donald B. Todd. A majority of the Board may designate a representative to act in its behalf. In the event of the incapacity, death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board nor its designated representative shall be entitled to compensation for services performed pursuant to this Declaration. The original members of the Board were appointed by the Declarant and shall serve a term of four (4) years. Thereafter the owners shall elect the Board consisting of seven (7) members. Each owner shall have seven (7) votes and the seven (7) individuals receiving the most votes shall comprise the Board thereafter and serve a term of three (3) years.

16. The Board's approval or disapproval required in this Declaration shall be in writing.

17. The provisions of this Declaration may be altered, modified or amended by an instrument in writing signed and acknowledged by record owners holding 75% of the lots set forth above. Said alteration, modification or amendment shall be effective upon recordation in the office of the recorder of Fremont County, State of Idaho.

18. The Declarant, Henry's Lake Lodge, Inc., hereby reserves and accepts onto itself, its successors and assigns, all minerals, oil and gas in, upon or underlying the above specified real property, or any of them, and the exclusive right to negotiate or procure minerals, oil or gas leases with the potential right to enter upon all the premises, to prospect, explore, drill, operate, develop and dispose of all such minerals, oil and gas; all subject to the following further conditions: the owners of each individual lot shall be promptly compensated for all actual damages and injury to the surface, improvements, grass and crops caused by the prospecting, drilling, operating and/or development work in regards to the above reservation of minerals, oil and gas.

19. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development of a residential subdivision. Failure to enforce any provisions hereof shall not constitute a waiver of the right to enforce said provision, or any provision hereof.

20. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

21. This Declaration shall take effect upon recording.

IN WITNESS WHEREOF, the undersigned have executed this instrument
the day and year first above written

HENRY'S LAKE LODGE, INC.

BY: / **Gerald B. Todd** /
President

BY: / **Janice A. Todd** /
Secretary

The above document was notarized in Madison County, State of Idaho on April 29, 1967 and
was recorded in Fremont County, State of Idaho on May 9, 1967—Book 3, Page 199--#310297