

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, COUNCIL GOLF AND COUNTRY CLUB, INC., an Idaho Corporation, of Council, Adams County, State of Idaho, does hereby certify and declare that all the lands embraced in the amended Council Golf and Country Club Subdivision PLAT and any conveyance describing any lot, parcel or plot therein by reference to any number or designation on said plat of said subdivision shall be subject to the restrictions, covenants and conditions hereinafter expressed and that by the acceptance of any such conveyance the grantee or grantees herein, their and each of their heirs, executors, administrators or assigns, covenant and agree to and with the undersigned, and its assigns, as to such property described in such conveyance as follows:

SECTION 1. General Provisions: COUNCIL GOLF AND COUNTRY CLUB, INC., the "Grantor" hereby declares that there is to be established in a general plan for the development, improvement, maintenance and protection of the real property embraced in the amended plat of the Council Golf and Country Club Subdivision referred to herein as the "Plat", and the Grantor does hereby establish the Protective Restrictions and Covenants hereinafter called "Restrictions", as set forth in Sections 1 through 16, both inclusive hereof. The Protective Restrictions and Covenants shall attach to and shall pass with the real property hereinabove conveyed to the Grantee, and shall bind all persons who may at any time hereinafter and from time to time own or claim any right, title or interest in and to said real property,

and the successors in title and interest to said real property, whether acquired through voluntary act or through operation of law.

The "Grantor" wherever used herein shall refer to the COUNCIL GOLF AND COUNTRY CLUB, INC., an Idaho Corporation, to whom the right of the Grantor as set forth in these Protective Restrictive Covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to the said real property whether as successors in title or otherwise, and whether voluntary or by operation of law.

Should the Grantee violate or attempt to violate any of the provisions of these Restrictions, Grantor, or any other person or persons owning any real property embraced in the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said Restrictions, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation.

Invalidation of any provisions, sentence, or paragraph contained in these restrictions by judgment or court order shall in no wise affect or invalidate any of the other provisions, but the same shall be and remain in full force and effect.

SECTION 2. Building Restrictions: A building site shall consist of at least one of the lots provided Grantor reserves the right to adjust the lines and size of lots so long as