DECLARATION OF COVENANTS
OF
HIDDEN VALLEY SUBDIVISION, LLC

THIS INDENTURE AND DECLARATION, running with the land, made this 1st day of August, 2002 by Hidden Valley Subdivision, LLC.

WITNESSETH,

WHEREAS, Declarants were the owners in fee, at the time the Declaration of Covenants is adopted and recorded, of all the land contained with the boundaries of HIDDEN VALLEY SUBDIVISION, a subdivision of the City of Rexburg, located on Hidden Valley Road and Property south of Woodmansee Johnson Canal, Madison County, State of Idaho.

WHEREAS, said Declaration of Covenants provide that said Declaration can be amended at any time by Declarants prior to the sale of all lots, and all of the lots have not been sold, and

WHEREAS, Declarants hereby declare as follows:

1 – AREA OF APPLICATION

A. RESIDENTIAL BLOCKS AND LOTS.

1. LAND USE. Lots shall be used for single family residences Out building shall be concrete based with siding to match home.

2. ARCHITECTURAL COMMITTEE. Plan shall be submitted to Architectural Committee and approved before beginning construction.

3. DWELLING QUALITY AND SIZE. It is the intention and purpose of these covenants to insure that all dwellings shall be of a high quality of workmanship and materials, and that as each home is built it shall enhance the value of the other homes in the subdivision. NO carports are allowed. All dwellings shall be of a "stick built" variety. Dwellings must have a porch no less than 6 feet wide and 20 feet in length, front windows with shutters. Or 25% of front must consist of stone, brick, or stucco accents. Mobile homes, manufactured housing and modular homes are specifically not permitted. The size and quality of the dwellings shall be as follows:

(a) SINGLE STORY DWELLINGS. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1300 sq. ft for a one-story dwelling.

Instrument # 298601
REXBURG, MADISON, IDAHO
2002-10-03 03:07:00 No. of Pages: 7
Recorded for : GENE PALMER
MARILYN R. RASMUSSEN Fee: 21.00
Ex-Officio Recorder Deputy

(b) ONE AND A HALF STORY, TWO STORY AND BI-LEVEL DWELLINGS. One and a half story, two story and Bi-level dwellings shall have a ground floor area of not less than 900 square feet; providing, however, that such residence shall contain at least 1600 square feet exclusive of basement, garage and open porches.

(c) SPLIT LEVEL DWELLINGS. For split level dwellings the combined area of the top level and next to top level, exclusive of garage and open porches, shall be not less than 1100 square feet; providing, however, that such residence shall contain at least 1600 square feet exclusive of basement, garage and open porches.

4. BUILDER: All homes shall be built by an experienced, qualified builder, who must be approved by the Architectural Control Committee hereinafter, provided for. The builder shall be responsible for obtaining all necessary permits, licenses and approval s required by the City of Rexburg and the Sate of Idaho at the time of construction.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the lot lines than as required by the building codes and ordinances of the City of Rexburg at the time of construction. For the purposes of this convenant, uncovered steps and porches shall be considered as a part of a building.

Set Backs:	Side	Minimum 5 feet	6 inches for every foot up.
	Front		32 feet from curb.
	Back		20 feet from property line.

6. EASEMENTS. Easements for installation and maintenance of utilities such as electric power, telephone lines, gas lines, water lines, sewer lines and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance or utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. LANDSCAPE STRIP. Landscape strip (7 ft) and sidewalk (5 ft) adjacent to curb will be installed and maintained by builder/owner. Sidewalk must by 2 to 4 inches higher than the curb. Sidewalks must be built in accordance with the specifications of the City of Rexburg.

8. 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 an annoyance or nuisance to the neighborhood or detract from its value.

9. PARKING OF VEHICLES. Unless enclosed in an attached garage, vehicles shall be parked only in designated driveways. No vehicle of any kind shall be parked in any front or side yard except in a designated driveway.

10. HOME BUSINESSES. Before applying to the city for an conditional use permit or home occupation permit, a home owner must register an intention to have a home business with the Architectural Control Committee, hereinafter provided for, and approval must be obtained from said committee.

11. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

12. SIGNS. No advertising signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder or Declarant Hidden Valley Estates to advertise the property during the construction and sales period.

13. PETS. No animals or fowls of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. No such household pet, which is or becomes an annoyance or nuisance to the neighborhood shall therafter be kept on any lot.

14. GARBAGE AND TRASH. No vacant lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, and other waste. All waste will be kept in sanitary containers, which shall be set out only on pick up days by the city. No trash, refuse pile, junked or inoperable vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to accumulate or remain on any lot so as to be a detriment to the neighborhood or become a fire hazard. During construction periodic efforts shall be made by the lot owner or his contractor to pick up scrap materials and other construction debris and to dispose of said materials. No dumping of any material will be allowed in any restricted easement in Hidden Valley.

15. FENCES. Any fence built at the back of property must be built 6 feet high and on property line. Design of said fence must be submitted to the Architectural Committee for approval. No fences, including a solid board, chain link with top rail, vinyl, concrete block, picket fence or retaining wall shall be erected that does not have a equally pleasing appearance from either side unless permission is obtained in writing form the adjoining lot owners whose property such fence separates. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line.

16. COMPLETION OF DWELLING. A dwelling must be built

upon a lot within four years of the date of purchase of said lot; otherwise, the owner is required to sell the lot back to the Declarant Hidden Valley Estates, at the same price as paid therefor, with no interest. Compliance with this provision shall be at the option of the Declarant Hidden Valley Estates.

II. ARCHITECTURAL CONTROL COMMITTEE

A. MEMBERSHIP. The Architectural Control Committee shall be composed of three to five members, the original committee to be designated by Declarant Hidden Valley Estates. A majority of the committee may designate a representative to act for it. In the event of death or resignation of 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. After all lots are sold, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. If said committee ceases to function for any reason, the requirements of this entire Part II shall be met by filing plans and specifications for approval or disapproval with the Building Inspector of the City of Rexburg, Idaho.

B. PROCEDURE. The Architectural Control Committee shall be responsible for reviewing the plans and specifications for each home proposed for the Home Area of this subdivision, as well as considering the qualifications of the builder for such homes. The committee is hereby granted full power and authority to approve or disapprove of any house plans. Such approval or disapproval shall be in writhing, and if approved, a copy of the plans and specifications shall be retained by the committee until the home is completed.

C. ADDITIONS TO RULES. The committee may make such reasonable rules and adopt such procedures from time to time, as it deems necessary to carry out its functions, which rules and procedures may not be consistent with the provisions in these convenants.

III. GENERAL PROVISIONS.

A. TERM. 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 years form the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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.

B. ENFORCEMENT. The lots shall be held, sold, and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and

attractiveness of the lots. No lot shall re resold without attaching a copy of these covenants to the deed conveying such lot. Enforcement may be by the Architectural Control Committee or any aggrieved party by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

C. AMENDMENT. This declaration can be amended at any time by declarants prior to the sale of all lots. Thereafter, this Declaration can be amended by an affirmative majority vote of the lot owners.

D. SEVERABILITY. Invalidation of any one of these covenants shall not affect the other provisions, which shall remain in full force and effect.

E. NOTICE. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the Madison County Tax Records.

IN WITNESS WHEREOF, The declarants have hereunto set their hands and seals this _12th___day of March 1999.

Hidden Valley Estates

attractiveness of the lots. No lot shall re resold without attaching a copy of these covenants to the deed conveying such lot. Enforcement may be by the Architectural Control Committee or any aggrieved party by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

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F. HOMEOWNERS ASSOCIATION. Property owner agrees to become a member of the Homeowner Association. This association will administer and enforce these covenants as described in this Declaration of Covenants of Hidden Valley Subdivision LLC, and will be responsible for ongoing operation and maintenance of common areas.

IN WITNESS WHEREOF, The declarants have here unto set their hands and seals this _1st__day of August 2002.

Hidden Valley Subdivision, LLC

Gene Palmer

Marcia Blanck

State of Idaho }
}ss.
County of Madison }

On this October 3, 2002, before me, a Notary Public in and for said state, personally appeared Gene Palmer Marcille Bluner

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Maria Gonzales

Notary Public for the State of Idaho
Residing at: Rexburg
Commission Expires: 2/4/06

MARIA GONZALES NOTARY PUBLIC STATE OF IDAHO