Instrument # 327130
REXBURG, MADISON, IDAHO
2006-04-06 01:47:00 No. of Pages: 7
Recorded for : BART STEVENS
MARILYN R. RASMUSSEN Fee: 21.00
Ex-Officio Recorder Deputy

DECLARATION OF COVENANTS OF VALLEY VIEW ESTATES DIVISION NO. 6, PHASE NO. 1

THIS INDENTURE AND DECLARATION, running with the land, made this 29th day of March, 2006, by DSC Investments, L.C. and J. Bart Stevens, d.b.a. Stevens Construction, hereinafter collectively the "Declarant,"

WITNESSETH

WHEREAS, Declarant owns in fee all of the land contained within the boundaries of subdivisions of the City of Rexburg, located in the SE 1/4 of Section 31, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, consisting of Block 3, Lots 12 and 13; Block 7, Lots 8 - 14; and Block 8, Lots 1 - 10, all in Valley View Estates Division No. 6, Phase No. 1, as per the recorded plat thereof, recorded in the office of the Recorder of Madison County, Idaho as Instrument No. 327129 of the records of Madison County, and which by reference is incorporated herein (collectively, the "Real Property"); and

WHEREAS, Declarant desires to impose certain protective covenants upon the Real Property for the mutual benefit of all owners, present and future;

NOW, THEREFORE, Declarant hereby declares as follows:

I. COVENANTS APPLICABLE TO REAL PROPERTY

A) **Contractor**
All homes shall be built by a professional contractor approved in advance by the Architectural Control Committee hereinafter described. The committee is hereby granted full power and authority to approve or disapprove any contractor. The contractor shall be responsible for obtaining all necessary permits, licenses and approvals required by the City of Rexburg and the State of Idaho at the time of construction.

B) **Plans**
The Architectural Control Committee shall be furnished a completed set of plans and specifications for each home proposed for all lots within the Real Property, as well as considering the qualifications of the proposed contractor 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 writing, and if approved, a copy of the plans and specifications shall be retained by the committee until the home is completed.

C) **Building Location**

No building shall be located on any lot nearer to the lot lines than 30 feet from the front and front corner lot lines, 30 feet from the back lot lines and 10 feet from the side lot lines or, if more restrictive, as required by the building codes and ordinances of the City of Rexburg at the time of construction. For the purposes of this covenant, steps, porches and patios without cover shall not be considered as part of the building.

D) **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 of 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. No trees may be planted or grown in front of any lot on the City of Rexburg right of way.

E) **Dwelling Quality and Size**

It is the intention and purpose of these covenants to insure that all dwellings within the Real Property 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 Real Property. All dwellings shall be of a "stick built" construction type. Mobile homes, manufactured housing and modular homes are specifically not permitted. The size and quality of the dwellings in the Real Property shall be as follows:

1) Single Story Dwellings

The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than Two Thousand One Hundred (2,100) square feet,

2) 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 Two Thousand (2,000) square feet, provided, however, that such residence shall contain not less than a total of Three Thousand (3,000) square feet, exclusive of any basement space, garage and open porches.

3) Garage

Each home must have at a minimum, a two car enclosed garage attached to the home. Carports are not acceptable substitutes for a garage.

4) Masonry Requirements
Eighty percent (80%) or more of the exterior of the dwelling must be faced with brick or stone.

5) Roofing
All roofing must be cedar shakes, unless otherwise approved in writing by the Architectural Control Committee in it sole discretion. Without limiting the foregoing, no roof covering of a metal substance shall be allowed unless an exception is granted by the Architectural Control Committee, and then only if the metal roof covering is textured to such a degree as to have the appearance of shingles or tiles.

6) Color
Exterior colors of the dwelling must be earth tones, unless otherwise approved in writing in advance by the Architectural Control Committee.

7) Minimum Cost
The minimum cost of construction of any dwelling shall be $300,000.00.

C) **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.

D) **Home Business**
Before applying to the city for a conditional use permit for a home occupation or business, a home owner must register an intention to have a home occupation or business with the Architectural Control Committee, and written approval must be obtained from said committee.

E) **Temporary Structures**
No structure of a temporary character, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

F) **No Sheds or Other Outbuildings**
No sheds or other outbuildings of any type or structure may be constructed or installed on any lot, unless approved in writing in advance by the Architectural Control Committee.

G) **No Rentals**

No basement apartments or other portions of the dwelling may be used or leased for rentals, apartments or other such uses to any other person or entity. No separate apartments within the dwelling shall be allowed.

H) **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 (5) square feet advertising the property for sale or signs used by a builder or Declarant to advertise the property construction and sales period, which signs shall be no larger than four (4) feet by eight (8) feet.

I) **Animals**

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 or maintained for commercial purposes. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.

J) **Garbage and Waste Material**

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 piles 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.

K) **Fences**

No fence, including a solid board, chain link, concrete block, picket fence or retaining wall shall be erected that does not have an equally pleasing appearance from either side, unless the adjoining lot owners whose property such fence separates, have been given an opportunity, and accepted or rejected the opportunity to participate, in writing. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

L) **Compliance with Codes and Environmental Laws**

In all cases, ultimate responsibility for complying with all statutes, ordinances, rules and regulations of federal, state and local government, including those relating to hazardous waste, rests with the lot owner and contractor employed by the lot owner. The owner of each lot shall hold the Architectural Control Committee and Declarant harmless in the event of owner's failure to comply with any such laws.

M) **Landscaping**

Landscaping of the exterior of the dwelling shall be done in a manner pleasing to behold by a landscaping professional approved by the Architectural Control Committee, and in a manner compatible with adjoining properties, and shall include a sprinkler system and be substantially completed within one (1) year of occupancy of the dwelling. No in line rows of poplar or related extreme height trees shall be allowed on any lot.

N) **Vacant Lots**

All vacant lots must be mowed regularly by the lot owner and maintained in a clean and sightly manner.

II. ARCHITECTURAL CONTROL COMMITTEE

A) **Membership**

The Architectural Control Committee shall be comprised of three or more members, with the original committee to consist of four members, Gordon S. Crofts, J. Bart Stevens, Gordon S. Crofts II and David S. Crofts. Decisions to be made by the committee hereunder shall be made by a majority of the committee. 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 within the Real Property and other subdivisions in Valley View Estates, including subdivisions that may be platted and recorded subsequent to the recording of this Declaration of Covenants, are sold, the then record owners of a majority of all such 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 hereunder shall be met by filing plans and specifications for approval or disapproval with the Building Inspector of the City of Rexburg, Idaho.

B) **Modification of Covenants and Rules**

The committee may make modifications to these covenants and rules as may be reasonable, and may adopt such procedures as it deems necessary, provided, however, that such modifications and adoptions must be consistent with the provisions of these covenants. A consensus of a 2/3 majority (one vote for each lot owned) of all lot owners, may make changes to these covenants at any time, but such changes must be made in writing, and a record of the vote on said changes, must be submitted to the committee, and maintained by said committee.

III. GENERAL PROVISIONS

A) **Term**

These covenants are to run with the land and shall be binding upon 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 2/3 majority (one vote for each lot owned) 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 be 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 equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages.

C) **Amendments**

These covenants can be amended at any time by Declarant prior to the sale of lots, and thereafter, as set forth above, these covenants can be amended by a vote of 2/3 majority (one vote for each lot owned) of the then 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 means of the United States Postal Service to the owner of public record at the time of such mailing to such owner's address as it appears on the Madison County, Idaho Tax Records.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand effective as of the 3rd day of ~~March~~ April, 2006.

DSC INVESTMENTS, L.C.

J. Bart Stevens

J. Bart Stevens d.b.a
Stevens Construction

By Gordon S. Crofts
Gordon S. Crofts, Manager

By Claudia J. Crofts
Claudia J. Crofts, Manager

STATE OF ~~IDAHO~~ ARIZONA)
:ss
County of ~~Madison~~ MARICOPA)

On this 3 day of ~~March~~ APRIL, in the year of 2006, before me, a Notary Public in and for said State, personally appeared Gordon S. Crofts and Claudia J. Crofts, identified to me (or proved to me on the oath of _____), to be the managers of DSC Investments, L.C., the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company authorized the execution of the same.

OFFICIAL SEAL
TRINA M. KUHLIN
Notary Public - STATE OF ARIZONA
MARICOPA COUNTY
My Commission Expires July 19, 2009

Trina M Kuhlin
Notary Public for ~~Idaho~~ Arizona
Residing at: 9901 W Thunderbird Blvd
My Commission Expires: July 19, 2009

STATE OF IDAHO)
:ss
County of Madison)

On this 29th day of March, in the year of 2006, before me, a Notary Public in and for said State, personally appeared J. Bart Stevens, known or identified to me (or proved to me on the oath of Lynda Merrill), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

LYNDA MERRILL
NOTARY PUBLIC
STATE OF IDAHO

Lynda Merrill
Notary Public for Idaho
Residing at: Parker
My Commission Expires: 2-4-2008