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REXBURG, MADISON, IDAHO
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Recorded for : MICHELLE JEPPESEN
KIM H. MUIR Fee: 28.00
Ex-Officio Recorder Deputy

FIRST AMENDMENT TO COVENANTS OF VALLEY VIEW ESTATES DIVISION NO. 6, PHASE NO. 3

This First Amendment to Covenants of Valley View Estates Division No. 6, Phase No. 3 (hereinafter "Amendment") is entered and made effective as of January 1, 2025 (hereinafter "Effective Date") by and between the signatories hereto (collectively referred to herein as the "Amending Owners"), which signatories collectively own at least two-thirds of the lots contained in Valley View Estates Division No. 6, Phase No. 3, a subdivision of Madison County, Idaho, according to that plat recorded in Madison County, Idaho as Instrument No. 360057 (hereinafter "the Real Property").

RECITALS

A. As of the Effective Date, the Amending Owners collectively own at least two-thirds of the lots contained in the Real Property, as shown by the plat recorded in Madison County, Idaho as Instrument No. 360057 on March 22, 2010 (hereinafter "the Plat").

B. On May 22, 2007, DSC Investments, L.C. and J. Bart Stevens, d/b/a Stevens Construction, then-owners of the Real Property, recorded the duly executed and acknowledged Declaration of Covenants of Valley View Estates Division No. 6, Phase No. 3 (hereinafter "the CCRs") in Madison County, Idaho as Instrument No. 360058.

C. Pursuant to Sections 2.B and 3.C of the CCRs, owners of at least two-thirds of the lots contained within the Real Property have the right and authority to amend the CCRs.

D. Pursuant to Sections 2.B and 3C of the CCRs, the undersigned Amending Owners desire to amend the CCRs, and to confirm and ratify all provisions of the CCRs that are not modified by this Amendment, on the terms and conditions set forth herein.

AMENDMENT

The Amending Owners amend the CCRs as follows:

I. Section 1.A of the CCRs, "Contractor," is hereby replaced and entirely superseded by the following language, which shall be "Section 1.A, Contractor":

Section 1.A) Contractor

All homes shall be built by a professional contractor with a valid contractor's license in the State of Idaho and with proof of the following: a strong track record of building high-end homes, extensive knowledge of premium materials and finishes, and experience with complex design elements. The contractor shall be 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.

II. Section 1.E [sic] of the CCRs, "Dwelling Quality and Size," is hereby replaced and entirely superseded by the following language, which shall be "Section 1.E, Dwelling Quality and Size":

Section 1.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 Architectural Control Committee will base its approval of construction plans, specifications, landscaping plans, and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. in relation to other dwelling structures within Valley View Estates. All structures constructed shall be of new materials, except for pre-approved used brick, and shall be of high-quality workmanship and materials. Aluminum soffit and fascia is acceptable. No metal or vinyl exterior siding on the home is permitted. No wood exterior siding is permitted except for a Masonite-type material in combination with brick, rock, and/or stucco if approved by the Architectural Control Committee. All exterior materials and colors are to be specified on plans and submitted for approval by the Architectural Control Committee. No pre-manufactured homes shall be permitted. No flat roofs are permitted. Pitched roofs must be at least 6/12 pitch. A minimum width of 6 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustible materials other than natural gas are burned shall be fitted with spart arresters. All Owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control. Any exception to the requirements herein is permitted only upon the prior written approval of the Architectural Control Committee in its sole discretion. The size and quality of the dwellings of 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 residences 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) Exterior requirements

Twenty-five percent (25%) or more of each elevation view of the exterior of the dwelling must be faced with natural stone, cultured stone, brick or similar materials.

5) Roofing

All roofing must be cedar shakes, 50-year synthetic composite cedar shakes, or slate. High-quality architectural shingles is an example of an exception to the requirements herein which is permitted only upon the prior written approval of the Architectural Control Committee. Notwithstanding the foregoing, the following is expressly prohibited and shall not be approved by the Architectural Control Committee: flat shingled roofs; 25-year shingles; or metal roofing except where the metal roofing is in small areas in combination with other approved roofing materials on a majority of the roof of the home.

6) Color

Exterior colors of the dwelling must be earth tones.

III. Section 1.F [sic] of the CCRs, "No Sheds or Other Outbuildings," is hereby replaced and entirely superseded by the following language, which shall be "Section 1.F, Outbuildings":

F) Outbuildings

1) Accessory Dwelling Units.

a) An 'accessory dwelling unit' (ADU) is a secondary residential unit located on the same lot as a primary dwelling, including but not limited to a detached structure, an attached addition, or a conversion of existing space within the primary dwelling, and containing complete living facilities such as a kitchen, bathroom, and sleeping area.

b) Location and design: ADUs may be constructed as attached additions to the primary dwelling or as detached structures on the property, subject to required setbacks and compliance with local zoning regulations.

c) Permits and approvals: Prior to construction of an ADU, the homeowner must: (i) submit detailed plans of the ADU to the Architectural Control Committee and receive written approval

from such Committee; and (ii) obtain a building permit from the local jurisdiction. All ADUs must comply with the design guidelines outlined in these CCRs and all local building codes, zoning ordinances, and regulations regarding ADUs.

d) Rental restrictions: ADUs may only be rented to occupants related to the primary homeowner, unless otherwise approved by the Architectural Control Committee.

2) Sheds and outbuildings of any type or structure, other than an ADU, are permitted only with approval from the Architectural Control Committee. Any sheds or outbuildings shall be subject to i) the same building location requirements applicable to dwellings, as set forth in Section 1.C, and ii) the same exterior materials, roofing, and color requirements applicable to dwellings, as set forth in Section 1.E. The Architectural Control Committee shall be furnished a complete set of plans and specifications for any shed or outbuilding proposed for any lot within the Real Property, and the Architectural Control Committee is granted full power and authority to approve or disapprove of any such plans, which approval or disapproval shall be in writing.

IV. Section 1.M [sic] of the CCRs, "Landscaping," is hereby replaced and entirely superseded by the following language, which shall be "Section 1.M, Landscaping":

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 poplar or related extreme height trees shall be allowed on any lot. All landscaping shall be maintained in a clean and sightly manner and all lawn shall be watered and mowed regularly.

RATIFICATION AND CONFIRMATION

The Amending Owners ratify and confirm all provisions of the CCRs that are not modified by this Amendment. To the extent that the terms and provisions of this Amendment are inconsistent with the terms and provisions of the CCRs, the terms of this Amendment shall control.

The Amending Owners certify that they have read this Amendment to the CCRs, and that they have had the opportunity to seek independent legal advice concerning this Amendment. By entering this Amendment, the Amending Owners represent either that they consulted with an attorney concerning this Amendment or voluntarily and knowingly chose not to consult with an attorney.

COUNTERPARTS

This Amendment may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

DATED: The Effective Date.

[*signatures to follow*]

Lots 7,8, 9,10,11,12,13 Block 6

Hillview Properties LLC
By: David S Crotts
Its: Manager or Managing Member

State of ~~Idaho~~ Wyoming
ss.
County of ~~Madison~~ Uinta

On this 15th day of January, 2025, before me, the undersigned, a notary public, personally appeared David S Crotts in his/her capacity as Manager of Managing Member of Hillview Properties, LLC, a Utah limited liability company, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that said limited liability company executed the same.

Notary Public for ~~Idaho~~ Wyoming
Residing at: Evanston
My commission expires: 5-12-25
(Seal)

SHAWN R UNGERMAN NOTARY PUBLIC
County of Uinta
State of Wyoming
My Commission Expires May 12, 2025

Lots 14, 15 Block 6

Heber Strobel
Heber Meng Strobel

Sally K J Strobel
Sally Katrina Strobel

State of Idaho
County of Madison
ss.

On this 5 day of March, 2025, before me, the undersigned, a notary public, personally appeared Heber Meng Stobel and Sally Katrina Strobel, *husband and wife*, known to me to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the same.

Reagyn S Dye
Notary Public for Idaho
Residing at: Rudd and company
My commission expires: 03/09/2027
(Seal)

REAGYN S. DYE
Exp. 03/09/2027
NOTARY
PUBLIC
Comm. No. 20211103
STATE OF IDAHO