DECLARATION OF PROTECTIVE COVENANTS

FOR

Canyon View Estates

Instrument # 333118
REXBURG, MADISON, IDAHO
2006-12-04 04:05:00 No. of Pages: 4
Recorded for : BRETT PATTERSON
MARILYN R. RASMUSSEN Fee: 12.00
Ex-Officio Recorder Deputy

This declaration of Protective Covenants made and entered into this 3rd day of October, 2006 by Edge Schneider Land Holdings, LLC, hereinafter referred to as declarant.

WHEREAS, Declarant is the owner of real property described on Exhibit A and attached hereto, and;

WHEREAS, said real property has been platted and divided into building lots and is to be known as Canyon View Estates, and;

WHEREAS, Declarant desires to impose certain protective covenants for the mutual benefit of all future owners of the building lots described.

NOW THEREFORE, Declarant does hereby certify and declare that all or any portion of the above described property shall be owned, held and enjoyed by any future owners or grantees and their heirs and assigns subject to the following restrictions and covenants:

1. **LAND USES AND BUILDING TYPE** –All land-use will be in accordance with current city zoning requirements for the property and the following restrictions are considered to be more restrictive as pertaining to this subdivision. All lots located in the above-described property shall be used for single-family residences only. No building shall be erected, altered, placed or permitted to remain on any such lot other than one single-family dwelling not to exceed two stories in height and a private garage for at least two cars. No pre built or log homes of any nature shall be permitted on any lot, nor shall any condominium or apartment or other multiple structure be built. Sheds or detached garages will be allowed; provided, such structures will be constructed of the same materials and have the same appearance as the residence constructed on said lot and shall be located on the rear of the lot. Any shed, detached garage, or other structure shall have prior written approval of the Architectural Control Committee as to design, size, construction materials, and site location on the lot.

2. **ARCHITECTURAL CONTROL COMMITTEE** - The Architectural Control Committee is composed of Brett Patterson and Kerry Schneider. A majority of the committee may designate a representative to act for them in the event of the 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 of the lots have been sold by the Declarant and homes have been constructed on said lots, the record owners of a majority of the lots shall have the power to change the membership of the Committee or to withdraw from or restore to the committee any of its powers and duties.

3. **ARCHITECTURAL CONTROL** - No building shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee. Approval of any structure shall be in the sole discretion of the Architectural Control Committee. Said approval shall be based on, but not limited to, a review of the quality of workmanship, construction materials, design, exterior color, overall dimensions, harmony with existing structures, and the location on the lot which shall include the topography and finish grade elevation.

4. **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 high quality workmanship and materials, and that as each home is built, it

shall enhance the value of the other homes in the subdivision. 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 dwelling in the Real Property shall be as follows:

Single Story Dwelling-. Single story dwellings shall have a ground floor area, exclusive of open porches, garages, and basements, of not less than eighteen hundred (1,800) square feet.

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, exclusive of open porches, garages, and basements of not less than fourteen hundred (1,400) square feet; provided, that such a residence shall contain not less than a total of twenty five hundred (2,500) square feet, exclusive of any basement space, garage and open porches.

Garage- Each home must have at minimum, a two car enclosed garage attached to the home. Open car-ports are not allowed.

Exterior Finish - Exterior finish shall be of brick, stone, or stucco. Siding material may be applied to the home if approved by the Architectural Control Committee. No vinyl siding is allowed. All homes shall have brick or stone on 50 % of the front exterior of the house and shall include a minimum of 30% coverage on the sides of the house.

Minimum setback - No building or structure shall be located on any lot nearer to the street than minimum city requirements. Side setbacks on homes built on comer lots shall conform to the front set back requirement.

Roofing- All roofing must be cedar shakes or architectural asphalt shingles unless otherwise approved in writing by the Architectural Control Committee. 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. All roofs on any home or other structure shall have a minimum pitch of 8 x 12.

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

Mailboxes - Mailboxes located in the subdivision shall comply with all city ordinances and U.S. Postal Services rules and regulations and shall be constructed of brick or rock and shall be subject to design and site location approval of the Architectural Control Committee

5. **CONTRACTOR CONSTRUCTED HOMES** - All homes shall be built by a full-time, qualified, licensed building contractor, who must be approved by the Architectural Control Committee. 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. All subcontractors shall be subject to the approval of the Architectural Control Committee.

6. **CONSTRUCTION** - Construction of any buildings or structures, residential or otherwise, shall be completed no later than 12 months from the date of commencement (deemed to be upon issuance of the building permit) of construction thereof. Completion of construction of the structure shall be deemed to be upon issuance of the Certificate of Occupancy unless otherwise approved by the Architectural Control Committee. Construction of all homes shall commence within three (3) years from the date that the lot was sold by Edge Schneider Land Holdings, LLC.

7. **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.

8. **EASEMENTS** - Easements for installation and maintenance of utilities such as electric power, telephone lines, gas lines, water lines, sewer lines, drainage facilities and future streets are reserved as shown on the record plat. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which damage or interfere with installation and maintenance of utilities, or which may change the direction of flow drainage channels in the easement. 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.

9. **FENCES** - All fences constructed shall fence only rear yard areas. Fencing in front yard or side yard areas is prohibited. All fences, prior to construction, shall be approved by the Architectural Control Committee and shall conform to the design and construction type approved by the Architectural Control Committee.

10. **SIGNS** – All signs must be in accordance with city ordinances with the following restrictions pertaining to this subdivision. Except for the following described signs, no sign of any kind shall be displayed to the public view on any lot: one sign of not more than 24 square feet advertising the property for sale; or signs used by a builder to advertise the property during the construction and sales period.

11. **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 values. No satellite dishes, microwave dishes or radio towers shall be permitted without the approval of the Architectural Control Committee.

12. **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.

13. **PETS AND LIVESTOCK** - 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 commercial purposes. All lot owners shall comply with city regulations and ordinances regarding the keeping of pets.

14. **GARBAGE AND REFUSE DISPOSAL** - No rubbish, trash, garbage, or other wastes shall be dumped or allowed to accumulate on any lot, developed or vacant. All such wastes shall be kept in clean, sanitary containers. Trash receptacles shall not be kept in a visible location in the front of the house except on garbage collection days.

15. **LANDSCAPING AND LIGHTING**- Landscaping of the exterior of the dwelling shall be done in a manner compatible with other landscaping in the subdivision. Each lot owner shall plant a minimum of five (5) trees and shall incorporate flower beds and shrubs into the landscape plan. Landscaping of lots shall be completed within one year of home occupancy. No line rows of poplar or related extreme height trees shall be allowed on any lot. All exterior lighting shall be in accordance with city ordinances and have prior approval of the Architectural Control Committee. All additional yard pole lighting is subject to approval by the Architectural Control Committee.

16. **PARKING OF VEHICLES** - Unless enclosed in an attached garage or detached structures, recreational vehicles shall be parked only in designated driveways, and never for a period of more than forty-eight (48) hours and a cumulative total of 20 days in a calendar year. No vehicle of any kind shall be parked in any front or side yard except in a designated driveway. Any such vehicle parked in a side yard shall be kept behind a fence to screen the visibility thereof from the street. No tractor-trailer trucks and/or semi-trailers will be allowed to park in the subdivision except in the case of moving or deliveries.

17. **MOTORBIKES, ATVs, SNOWMOBILE RESTRICTIONS** - No ATV, motorbike, or snowmobile course shall be erected or permitted on any lot. The roadways to the lots cannot be used by such vehicles as a track or course.

18. **HOME OCCUPATIONS** - No home occupation as defined by the Rexburg Zoning

Ordinance shall be allowed or maintained in the subdivision that generates additional traffic or requires additional parking. Any business venture or other activity, which generates delivery traffic, is not allowed.

19. **VACANT LOTS** - All vacant lots must be mowed regularly by the lot owner and maintained in a clean and sightly manner.

20. **SIDEWALKS** - It shall be the owner's responsibility to construct and install sidewalks as required by the City of Rexburg and in conformance with the sidewalk plan of the Canyon View Estates Subdivision as developed by the Architectural Control Committee. All sidewalks shall be constructed by a professional concrete contractor, approved in writing, by the Architectural Control Committee prior to sidewalk construction. All sidewalks shall conform to the type of materials, type of finish and manner of construction, which is used in the subdivision. It is the intent of this provision to require the sidewalks in Canyon View Subdivision to be uniform in design, construction, and appearance throughout the subdivision.

21. **VARIANCES** - The Architectural Control Committee shall have the option of permitting variances to the building restrictions contained herein. The prime concern of the Architectural Control Committee will be that design, finish, and location harmonize with and compliment the natural environment to the fullest extent practicable. Request for variances shall be made to the committee in writing, and the Architectural Control Committee's decision shall be made in writing, within thirty (30) days of the request.

22. **ENFORCEMENT** - Enforcement of the covenants, duties and/or liens contained in these Covenants may be made by the Committee or by any individual lot owner. All costs and expenses thereof, including attorneys' fees, shall be paid by the defaulting party whether such is incurred by the filing of suit or otherwise. The actions, non-actions or negligence of the members of the Committee of Canyon View Estates shall not be actionable under any circumstances.

23. **SEVERABILITY** - Invalidation of any covenant herein contained shall have no effect on any other covenant or provision herein contained.

24. **AMENDMENT** - Prior to the sale of all lots in the subdivision, these covenants may be amended by declarant at any time. Following the sale of all of the lots contained in the subdivision, these covenants may be amended by mutual agreement between declarant and a majority of the lot owners of the subdivision. Each lot shall be entitled to one vote.

In Witness Whereof, the declarant has executed this declaration this __ day of October, 2006

Kerry Schneider (Managing Member)

State of ~~Idaho~~ Utah)
)
ss County of ~~Madison~~) Weber

On this 27 day of November 2006 before me a Notary Public, personally appeared Kerry R. Schneider, a member of Edge Schneider Land Holdings, LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NOTARY PUBLIC
LISA T CLARK
2596 N 400 E
Ogden, UT 84414
My Commission Expires Nov. 12, 2007
State of Utah

Notary Public for ~~Idaho~~ Utah Lisa T Clark
Residing at: Ogden, Ut
My Commission Expires: 11-12-2007