

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS & RESTRICTIONS
FOR VALLEY VIEW SUBDIVISION

This Declaration is made on the date hereafter set forth by the undersigned David D. & Shanna G. Roper, owners of the Valley View Subdivision, located South of Kimberly Idaho, Twin Falls County, Idaho.

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Twin Falls County, Idaho and is more more particularly described as: Lots 1-8 located in North 1/2 of Section of 16 of Township 11 South. Range 18 East of the Boise Meridian Twin Falls County, State of Idaho.

See Attached Exhibit "A"

Said lots are subject to the following covenants and restrictions:

TWIN FALLS COUNTY
Recorded for:
VALLEY VIEW SUBDIVISIO
9:07:51 AM 12-05-2019
2019-020843
No. Pages:6 Fee: \$ 25.00
KRISTINA GLASCOCK
County Clerk
Deputy: SBANJAC

1. **Purpose.** The purpose of these restrictive covenants is to enhance and protect the value, attractiveness and desirability of the property.
2. **Building Type.** No buildings shall be erected on any of the lots described above except one (1) new single-family dwelling on each lot, one or two stories in height, a private garage for a minimum of 2 cars. A barn or outbuilding may be built but must conform in general appearance to the other buildings on the lot. Any garage, barn or outbuildings shall never at any time be used as a dwelling house, temporarily or permanently. No structures of a temporary character such as trailers, basements, tents, shacks, modular or other outbuildings shall be used on any lot as temporary or permanent residence. Any building constructed on any lot described herein shall be diligently constructed to completion within one (1) year from the start of construction.
3. **Size of Buildings.** No single-family dwelling shall be erected on any lot which is less than 2200 square feet, base building area exclusive of garages, servant's quarters or open porches or other areas which are either open or enclosed solely by screens. For the purposes of measurements for compliance with this restriction, outside wall dimensions may be used.
4. **Materials.** No single-family dwelling shall be constructed upon any lot described on exhibit "A" of cinder or pumice blocks, unless such blocks are faced on the outside with wood, stone, clay bricks or other materials of like kind and character as the other single-family dwelling houses in said subdivision. Each single-family dwelling house must have at least thirty percent (30%) of the front elevation exterior siding consist of brick, stone, cultured stone or stucco. No single-family dwelling house shall have an exterior siding consisting of vinyl or metal siding. All exterior siding must be approved prior to installation by the Architectural Review Board (hereinafter referred to as ARB).
5. **Land Use.** No lot shall be used except for residential purposes. The manufacturing, wholesaling, retailing or repairing of industrial or commercial products on any lot is prohibited. No trade of any kind shall be carried upon any of said lots or parcels thereof. Nor shall any of said lots be used for the purpose of

storing machinery or equipment of any trade unless under cover of garage or storage building. No activity shall be done upon said lots which shall annoy any other owners of said lots or which shall constitute a nuisance.

6. **Subdivision.** The real property conveyed as lots contained herein shall not be subdivided.
7. **Signs.** Lot owners may use signs for advertising the property for sale **or rent** of not more than five square feet to advertise the property during construction and sales. The subdivision developer is entitled to have one (1) sign of a size larger than the five (5) square feet to advertise the property during construction and sales. The subdivision developer is entitled to have one (1) sign of a size larger than the five (5) square foot restriction for advertising the sale of subdivision properties.
8. **Off Street Parking.** Each lot shall have a finished, hard surfaced driveway or parking space for at least two (2) automobiles. Residence shall park their vehicles on their lots and shall not use the street for parking. Parking on the street shall be limited only to visitors of the residents. No recreational vehicles (boats, mobile homes, trailers, campers, snowmobiles, etc.) shall be parked more than 24 hours in the street. However they may be kept behind a privacy fence.
9. **Trees and Landscaping.** No Cottonwood, Chinese Elms or Russian Olive trees shall be planted on any of said lots. Upon completion of construction of a single-family dwelling on a lot described herein, each lot owner shall have the landscaping started at least six (6) months after occupancy of the single-family dwelling house and such landscaping must be completed within 12 months. Landscaping shall extend to the curb and road of each lot. Owners of lots will maintain ALL property included in their lots.
10. **Livestock and Poultry.** The only animals which may be kept upon the lots of said subdivision are limited to horses, sheep and cattle and dogs. No lot owner shall have more than two (2) dogs. No lot shall have more than four (4) grazing animals at any given time on a lot. All animals must be kept on the property of the owner and any violation shall be considered a nuisance and grounds for removal of said animals. Other variations will to be reviewed on a case by case basis.
11. **Fencing.** No fences, hedges or boundary walls shall be erected which are higher than six (6) feet above the finished grade of surrounding grounds. Fences must be kept in neat condition. All fence materials must be approved by the ARB in its sole discretion, prior to construction and shall be limited to PVC, wood or iron type materials.
12. **Building Code.** No building shall be constructed upon any of said lots, unless it is constructed in compliance with the state and county building codes and no construction shall begin upon any lot until such lot owner has obtained the required permits from the appropriate regulating agency.
13. **Term.** These covenants are to run with the land and shall be binding upon all parties and all persons who may now own or who may later become the owner or owners of any of the above described lots and all parties claiming under them, for a period of 25 years from the date this instrument is recorded, after which time the covenants, reservations and restrictions shall automatically extend for successive periods often ten (10) years periods each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by the majority owners of the lots affected,

has been recorded in the public records of Twin Falls County, State of Idaho, which instrument may agree to change, alter or rescind the covenants, reservations and restrictions in whole or in part.

14. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept or stored on any lot except in sanitary containers stored behind a privacy fence or hedge. Burning barrels are prohibited. Any piles of tree trimmings, leaves and other landscaping residue piled upon a lot shall not remain piled thereon for more than three weeks from the time it is piled.
15. **Sever-ability.** Invalidity of any one of these covenants by judgement of Court order shall not effect any of the other provisions, which shall remain herein after imposed pursuant to the provisions of this declaration. Failure by any owner to enforce any such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter.
16. **Enforcement.** Any owner shall have the right to enforce, by any proceeding at law or inequity, all covenants, conditions and restrictions herein after imposed pursuant to the provisions of this declaration. Failure by any owner to enforce any such covenant, condition or restriction shall in no event be deemed a waiver of the right to do so thereafter.
17. **Amendment of Covenants.** At any time these covenants, conditions and restrictions may be changed, altered or amended in any way by the above named owners of the subdivision.
18. **Architectural Control.**
 - A. **Architectural Review and Approval.** No improvements or structure of any kind, including without limitation, any building, garage, fence, solar panel, wall, swimming pool, tennis court, covered enclosure or driveway shall be constructed, installed, placed or maintained upon any lot, nor shall any exterior addition, modification or alteration thereof be made, until the plans and specifications for the same have been submitted to, and approved in writing, by the Architectural Review Board. The Architectural Review Board Shall consist of the Owners named above. The Owners named above shall have the sole and exclusive right to name and appoint up to three additional members of the ARB. If at any time the Owners name and appoint any additional members of the ARB, such members must be an owner of a lot in the subdivision. All plans and specifications shall be evaluated as to compliance with this declaration and harmony of the exterior design and materials in relation to surrounding structures and neighborhood design characteristics.
19. **Attorney's Fees.** In the event that the assistance of an attorney is required to enforce these restrictive covenants, the prevailing party shall be entitled to an award of their attorney's fees and costs.
20. Road maintenance and optional water usage will be assessed.

Dated this 3 day of December, 2019.

David D. Roper

David D. Roper

Shanna G. Roper

Shanna G. Roper

STATE OF IDAHO

County of Twin Falls

On this 3 Day of December, 2019, before me, a Notary

Public in and for said County and State, personally David D Roper
and Shanna G Roper, husband and wife, known to me to be the

persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jennifer Bright

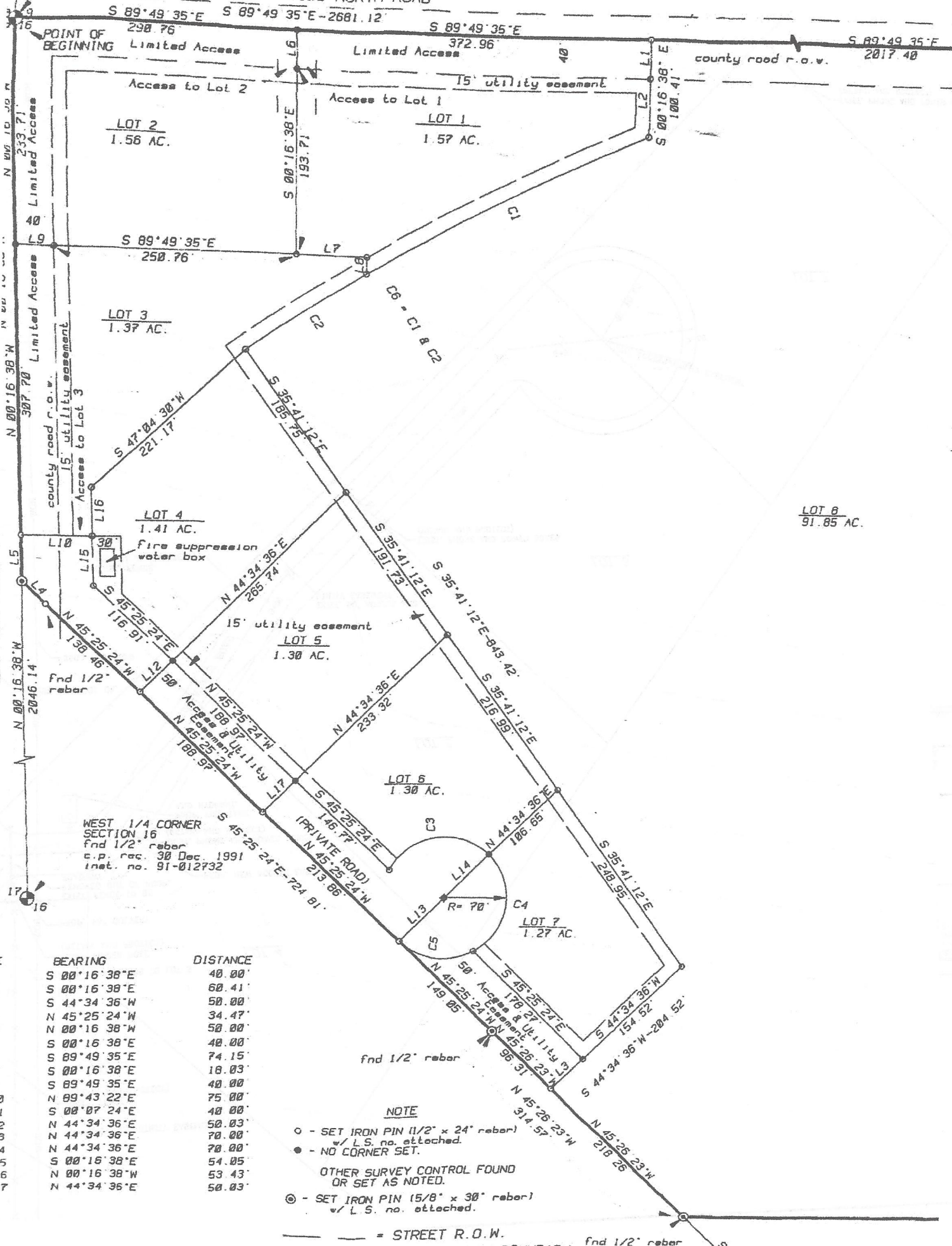
NOTARY PUBLIC

Residing at Kimberly, ID

My Commission Expires. 5/2/25

reber
c.p. rec. 3 Dec. 2001
inst. no. 2001-022166

3300 NORTH ROAD



SECTION LINE

EXIST. 15' UTILITY EASEMENT

EXIST. FENCE
(RETAIN AND PROTECT)

LOT 3

20' 20' ACCESS TO LOT 3

EXIST. POWER POLE
(RETAIN AND PROTECT)

PROP. 18" CULVERT

EXIST. FENCE TO BE
REMOVED OUT OF PROP.
ROADWAY

PROP. NEW ACCESS EASEMENT

EXIST. PHONE AND POWER BOXES
(RETAIN AND PROTECT)

PROP. FIRE TANK
AND HYDRANT.

LOT 4

LOT 5

LOT 6

LOT 7

3296
P.O.B.
NORTH
EAST

8' 11'

11'

EXIST. EDGE OF OIL

3500 EAST ROW

EXIST. FENCE
(RETAIN AND PROTECT)

EXIST. 50' ACCESS AND
UTILITY EASEMENT

EXIST. PHONE AND POWER BOXES
(RETAIN AND PROTECT)

70' ACCESS/UTILITY EASEMENT

60' TO ED.

EXIST. PHONE AND POWER BOXES
(RETAIN AND PROTECT)

