



ALLIANCE

TITLE & ESCROW

Yes, it matters where you close.

Plat Maps and/or CC&Rs

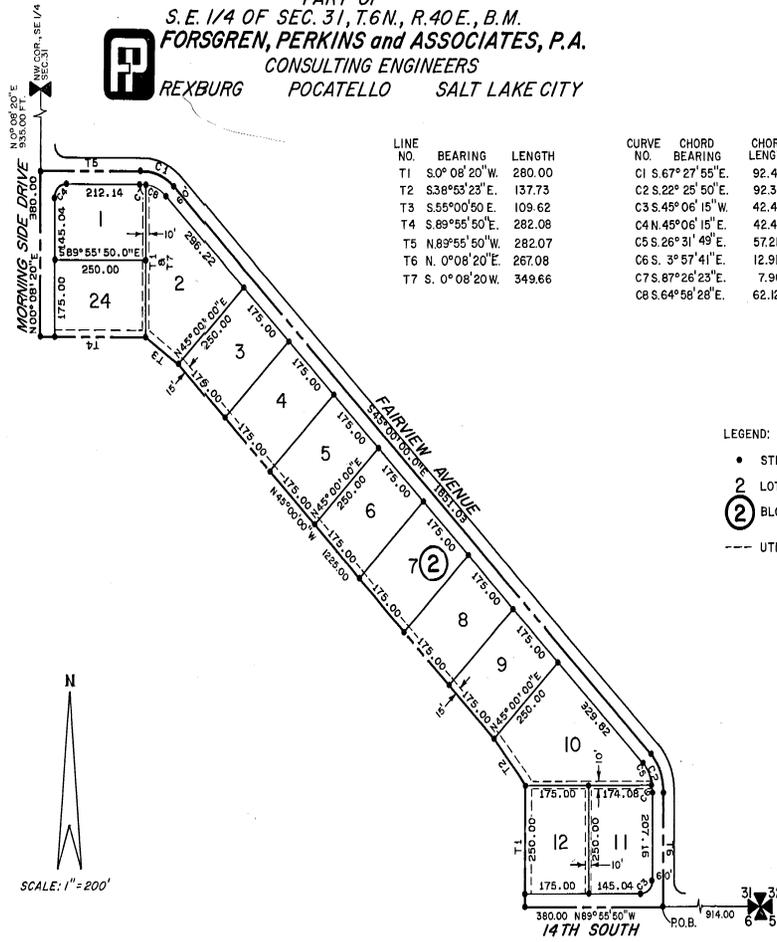
A complete list of our locations and contact information can be found at:

www.alliancetitle.com



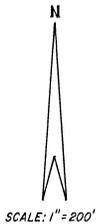
VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS
PORTION OF BLOCK 2
CITY OF REXBURG, MADISON COUNTY, IDAHO

PART OF
S.E. 1/4 OF SEC. 31, T.6N., R.40E., B.M.
FORSGREN, PERKINS and ASSOCIATES, P.A.
CONSULTING ENGINEERS
REXBURG POCATELLO SALT LAKE CITY



LINE NO.	BEARING	LENGTH	CURVE NO.	CHORD BEARING	CHORD LENGTH	DELTA Δ	RADIUS	ARC LENGTH	TANGENT
T1	S.0°08'20"W	280.00	C1	S.67°27'55"E	92.41	44°55'50"	120.92	94.82	50.00
T2	S.58°53'23"E	137.73	C2	S.22°25'50"E	92.34	45°08'20"	120.30	94.77	50.00
T3	S.55°00'50"E	109.62	C3	S.45°06'15"W	42.40	89°55'50"	30.00	47.09	29.96
T4	S.89°55'50"E	282.08	C4	N.45°06'15"E	42.40	89°55'50"	30.00	47.09	29.96
T5	N.89°55'50"W	282.07	C5	S.26°31'49"E	57.21	36°56'21"	90.30	58.22	30.16
T6	N.0°08'20"E	267.08	C6	S.3°57'41"E	12.91	8°11'51"	90.30	12.92	6.47
T7	S.0°08'20"W	349.66	C7	S.87°26'23"E	7.90	2°29'27"	90.92	7.91	3.96
			C8	S.64°58'28"E	62.12	32°56'55"	90.92	63.39	33.05

- LEGEND:
- STEEL ROD
 - 2 LOT NO.
 - ② BLOCK NO.
 - UTILITY EASEMENT



HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT SANITARY RESTRICTIONS REQUIRED BY IDAHO CODE TITLE 50 CHAP.13 SEC.50-1326 HAVE BEEN SATISFIED AND THIS PLAT IS HEREBY APPROVED FOR RECORDING BY FILING OF THIS CERTIFICATE HERewith.
 DISTRICT 7 STATE BOARD OF HEALTH
 Oct 14 1976
 Signature: Stephen B. Hansen
 DATE

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND IT IS CORRECT AND ACCEPTABLE.
 Oct 21 1976
 Signature: Clayton F. Forsgren
 DATE
 EXAMINING ENGINEER

State of Idaho
 County of Madison
 I hereby certify that the within instrument was recorded on this 21st day of October, 1976, at 4:30 P.M., and is the record of
 Wanda Hall, Deputy
 Forsgren & Perkins

COUNTY APPROVAL AND ACCEPTANCE

PRESENTED TO THE MADISON COUNTY BOARD OF COMMISSIONERS THIS 22nd DAY OF October, A.D. 1976, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 ATTESTED: Dennis H. Hansen, Chairman

CITY APPROVAL AND ACCEPTANCE

PRESENTED TO THE REXBURG CITY COUNCIL THIS 21st DAY OF October, A.D. 1976, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 ATTESTED: Clayton Anderson, John C. Porter, Mayor

ENGINEER'S CERTIFICATE

I, LARRY V. PERKINS, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER, AND THAT I HOLD CERTIFICATE NO. 2002, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF IDAHO. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO BLOCKS, LOTS AND STREETS, HEREAFTER KNOWN AS VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS AND THE SAME HAS BEEN SURVEYED AND ALL STREETS ARE DIMENSIONS SHOWN.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT THAT IS N.89°55'50"W, 914.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, T.6N., R.40E., B.M., MADISON COUNTY, IDAHO, AND RUNNING THENCE N.89°55'50"W, 380.00 FEET; THENCE N.0°08'20"E, 280.00 FEET; THENCE N.38°53'23"W, 137.73 FEET; THENCE N.45°00'00"W, 125.00 FEET; THENCE N.55°00'50"W, 109.62 FEET; THENCE N.89°55'50"W, 290.00 FEET; THENCE N.0°08'20"E, 380.00 FEET; THENCE S.89°55'50"E, 282.07 FEET; THENCE S.0°04'10"W, 120.92 FEET SOUTHEASTERLY ALONG CURVE W/ARC LENGTH 94.82 FEET; THENCE S.45°00'00"E, 1651.03 FEET; SOUTHEASTERLY ALONG CURVE W/ARC LENGTH 94.77 FEET; THENCE S.0°08'20"W, 267.08 FEET TO POINT-OF-BEGINNING.

16 OCT 76
 DATE

Signature: Larry Perkins
 SIGNATURE

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND ROADS TO BE HEREAFTER KNOWN AS VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS AND DO HEREBY WARRANT AND SAVE THE COUNTY HARMLESS FROM ANY EASEMENTS AND ENCUMBRANCES AND DO HEREBY GIVE, GRANT AND DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR SIGNATURES THIS 15th DAY OF October, A.D. 1976.

Signature: A. Blair Manuwaing
 VICE PRESIDENT

Signature: G. Allen Anderson
 SECRETARY

AMR CORPORATION

ACKNOWLEDGMENT

STATE OF IDAHO
 COUNTY OF MADISON
 ON THE 15 DAY OF October, 1976 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, THE SIGNERS OF THE ATTACHED OWNER'S DEDICATION, 2 IN NUMBER WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.
 MY COMMISSION EXPIRES 12 August 7, 1978
 Signature: Nancy L. Boddy
 NOTARY PUBLIC



RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS MADISON COUNTY, IDAHO, WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IDAHO, ON THE 21 DAY OF Oct, 1976, AT 4:30 P.M., AND RECORDED IN PLAT BOOK NO. 163050 ON PAGE
 Signature: Wanda Hall, Deputy
 MADISON COUNTY RECORDER

S 31 - T 6 N - R 40 E

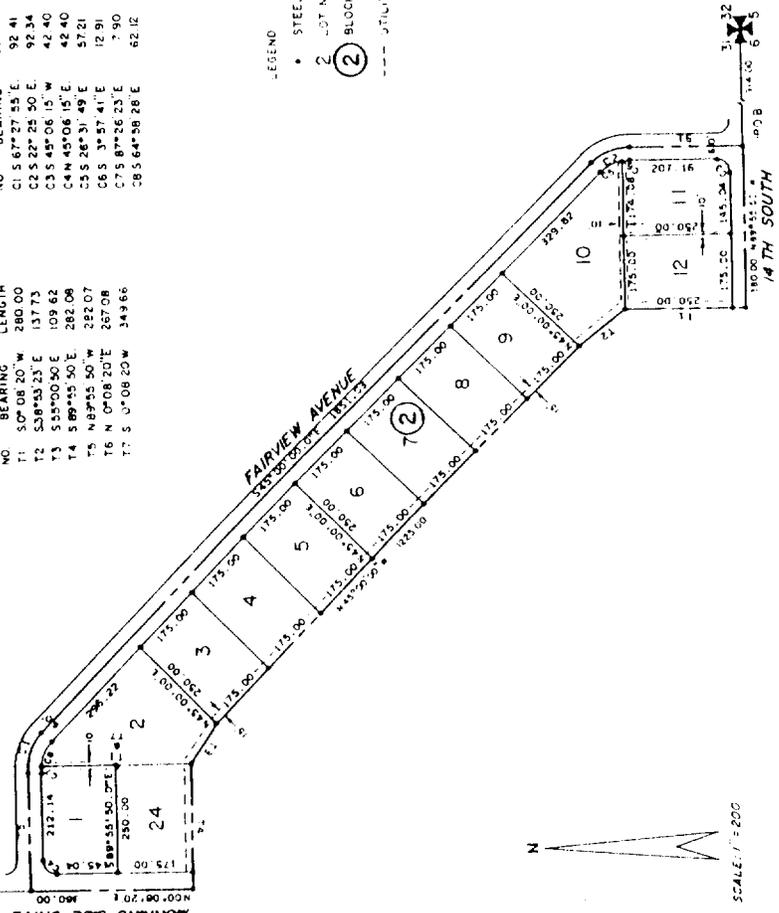
Valley View Estates Addition of REXBURG HEIGHTS Block 2

VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS
 PORTION OF BLOCK 2
 CITY OF REXBURG, MADISON COUNTY, IDAHO
 PART OF
 S.E. 1/4 OF SEC. 31, T.6N., R.40E., B.M.
FORSGREN, PERKINS and ASSOCIATES, P.A.
 CONSULTING ENGINEERS
 REXBURG POCATELLO SALT LAKE CITY



LINE NO.	BEARING	LENGTH
1	S 0° 08' 20" W	280.00
2	S 38° 53' 23" E	137.73
3	S 53° 00' 30" E	109.62
4	N 45° 06' 15" W	42.40
5	N 89° 55' 50" E	282.08
6	N 89° 55' 50" W	282.07
7	N 0° 08' 20" E	257.08
8	S 0° 08' 20" W	343.86

CURVE NO.	BEARING	CHORD LENGTH	CHORD BEARING	DELTA	RADIUS	ARC LENGTH	TANGENT
C1	S 67° 27' 55" E	92.41	44° 53' 50"	120.92	94.82	50.00	
C2	S 22° 25' 50" E	92.34	45° 08' 20"	120.80	94.77	50.00	
C3	S 85° 06' 15" W	42.40	89° 55' 50"	30.00	47.09	29.98	
C4	N 45° 06' 15" E	42.40	89° 55' 50"	30.00	47.09	29.98	
C5	S 28° 31' 49" E	57.21	36° 56' 21"	90.30	58.22	30.15	
C6	S 3° 57' 41" E	12.91	8° 11' 51"	90.30	12.92	5.47	
C7	S 87° 26' 23" E	7.90	3° 29' 27"	90.92	7.91	3.86	
C8	S 64° 58' 28" E	62.12	32° 56' 55"	90.92	63.39	33.25	



OWNER'S DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND ROADS TO BE HEREAFTER KNOWN AS VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS AND DO HEREBY WARRANT AND SAVE THE COUNTY HARMLESS FROM ANY EASEMENTS AND ENCUMBRANCES AND DO HEREBY GIVE GRANT AND DEDICATE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR SIGNATURES THIS 5th DAY OF OCTOBER, A.D. 1976

D. Blair McManis
 VICE PRESIDENT
W. J. ...
 SECRETARY
 AMR CORPORATION

ACKNOWLEDGMENT

STATE OF IDAHO
 COUNTY OF MADISON
 ON THE 5th DAY OF OCTOBER, 1976 PERSONALLY APPEARED BEFORE ME, UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, THE SIGNER OF THE ATTACHED OWNER'S DEDICATION, IN NUMBER WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.
 MY COMMISSION EXPIRES 1976



COUNTY APPROVAL AND ACCEPTANCE

PRESENTED TO THE MADISON COUNTY BOARD OF COMMISSIONERS THIS 22nd DAY OF OCTOBER, A.D. 1976, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 ATTESTED: *James ...*
 CHAIRMAN

CITY APPROVAL AND ACCEPTANCE

PRESENTED TO THE REXBURG CITY COUNCIL THIS 22nd DAY OF OCTOBER, A.D. 1976, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
 ATTESTED: *John C. ...*
 MAYOR

HEALTH DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT SANITARY RESTRICTIONS REQUIRED BY IDAHO CODE TITLE 50 CHAP 13 SEC 50-1326 HAVE BEEN SATISFIED AND THIS PLAT IS HEREBY APPROVED FOR RECORDING BY FILING OF THIS CERTIFICATE HERewith.
 DISTRICT 7 STATE BOARD OF HEALTH
 DATE: 10-14-1976

Edward ...
 SIGNATURE

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND IT IS CORRECT AND ACCEPTABLE.
 DATE: 10-21-76

Robert ...
 EXAMINING ENGINEER

RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF VALLEY VIEW ESTATES ADDITION OF REXBURG HEIGHTS MADISON COUNTY, IDAHO, WAS FILED FOR RECORDING IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IDAHO, ON THE 22nd DAY OF OCTOBER, 1976, AT 3:30 P.M. AND RECORDED IN PLAT BOOK NO. 143064. ON PAGE 143064.

William ...
 MADISON COUNTY RECORDER

163050
 163060

10-21-76
 10-21-76
 10-21-76

WALLEY VIEW ESTATES SUBDIVISION

DIVISION I Part of

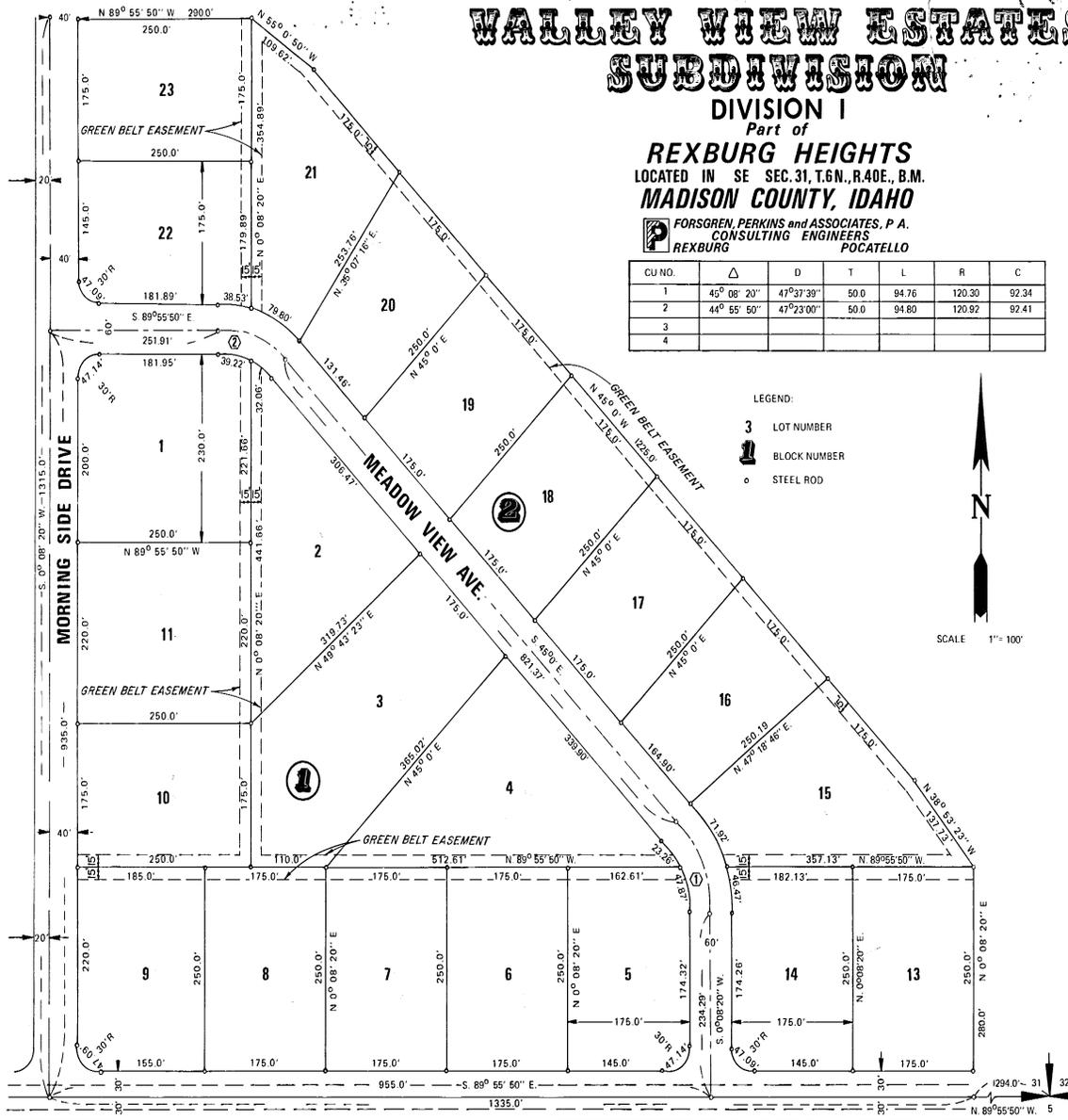
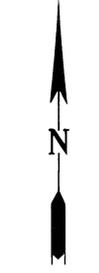
REXBURG HEIGHTS
LOCATED IN SE SEC. 31, T.6N., R.40E., B.M.
MADISON COUNTY, IDAHO

FORSYTH, PERKINS and ASSOCIATES, P.A.
CONSULTING ENGINEERS
REXBURG POCATELLO

CU NO.	Δ	D	T	L	R	C
1	45° 08' 20"	47° 37' 39"	50.0	94.76	120.30	92.24
2	44° 55' 50"	47° 23' 00"	50.0	94.80	120.92	92.41
3						
4						

LEGEND:

- 3 LOT NUMBER
- 1 BLOCK NUMBER
- o STEEL ROD



ENGINEER'S CERTIFICATE

I, CLAYTON F. FORSGREN, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER AND THAT I HOLD CERTIFICATE NO. 1323 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF IDAHO. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO BLOCKS, LOTS AND STREETS, HEREAFTER TO BE KNOWN AS REXBURG HEIGHTS SUBDIVISION.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT THAT IS N. 1.57 FT. AND W. 1294.0 FT. FROM THE SE CORNER OF SECTION 31, T. 6 N., R. 40 E., B.M., MADISON COUNTY, IDAHO, AND RUNNING THENCE

N. 0° 08' 20" E. 280.0 FT., THENCE
N. 38° 53' 23" W. 137.73 FT., THENCE
N. 45° 0' W. 1225.0 FT., THENCE
N. 55° 0' 50" W. 109.63 FT., THENCE
N. 89° 55' 50" W. 290.0 FT., THENCE
S. 0° 08' 20" W. 1315.0 FT., THENCE
S. 89° 55' 50" E. 1335.0 FT. TO THE POINT OF BEGINNING, EXCEPTING THE EXISTING ROAD RIGHT OF-WAY, CONTAINS 28.41 ACRES.

7-7-73
DATE

Clayton F. Forsgren
SIGNATURE
REGISTERED PROFESSIONAL ENGINEER
STATE OF IDAHO
CLAYTON F. FORSGREN
1323

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND STREETS TO BE HEREAFTER KNOWN AS REXBURG HEIGHTS SUBDIVISION AND DO HEREBY WARRANT AND SAVE THE CITY HARMLESS FROM ANY EASEMENTS AND ENCUMBRANCES AND DO HEREBY GIVE, GRANT AND DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR SIGNATURES THIS 9 DAY OF July A.D. 1973

D. Blair Manning
V. President
AMR Corp.

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF MADISON

ON THE 9th DAY OF July, 1973, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY IN SAID STATE, THE SIGNERS OF THE ATTACHED OWNER'S DEDICATION, 1 IN NUMBER WHO DULY ACKNOWLEDGE TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES Jan 19, 1977
Jeanette Martin
NOTARY PUBLIC

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FIND THAT IT IS CORRECT AND ACCEPTABLE
DATE 2-7-73

James L. Keller
COUNTY ENGINEER

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE REXBURG HEIGHTS SUBDIVISION PLAT.

Debbie St. Ganner
COUNTY CLERK

COUNTY APPROVAL AND ACCEPTANCE

PRESENTED TO THE MADISON COUNTY BOARD OF COUNTY COMMISSIONERS THIS 9th DAY OF July A.D. 1973 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTESTED *Debbie St. Ganner*
CHAIRMAN

CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE REXBURG CITY COUNCIL THIS 14 DAY OF July A.D. 1973 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTESTED *Donald Johnson* Mayor
Henry Shively

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS IN FORCE UNDER TITLE 50, CHAPTER 13, IDAHO CODE.

COUNTY RECORDER'S NO. 149674

STATE OF IDAHO, COUNTY OF MADISON RECORDED AND FILED AT THE REQUEST OF
D. Blair Manning DATE 7-25-73 TIME 10:00 AM
INSTRUMENT NO. 149674

SANITARY RESTRICTION REMOVED
UNDER TITLE 50, CHAPTER 13,
IDAHO CODE

Done Dec 4, 1975

Barbara Hill
For Board Seven Health Dept.

Nellie St. Ganner
COUNTY RECORDER
By LeAnn C. Pittingill

531-71 N. 7700

Clayton F. Forsgren
1973

WALTER WILSON ESTATES

DIVISION I SUBDIVISION

Part of
REXBURG HEIGHTS
MADISON COUNTY, IDAHO

LOCATED IN SE SEC. 31, T.6N., R.40E., B.M.
FORSBERG, PERKINS and ASSOCIATES, P.A.
REXBURG CONSULTING ENGINEERS

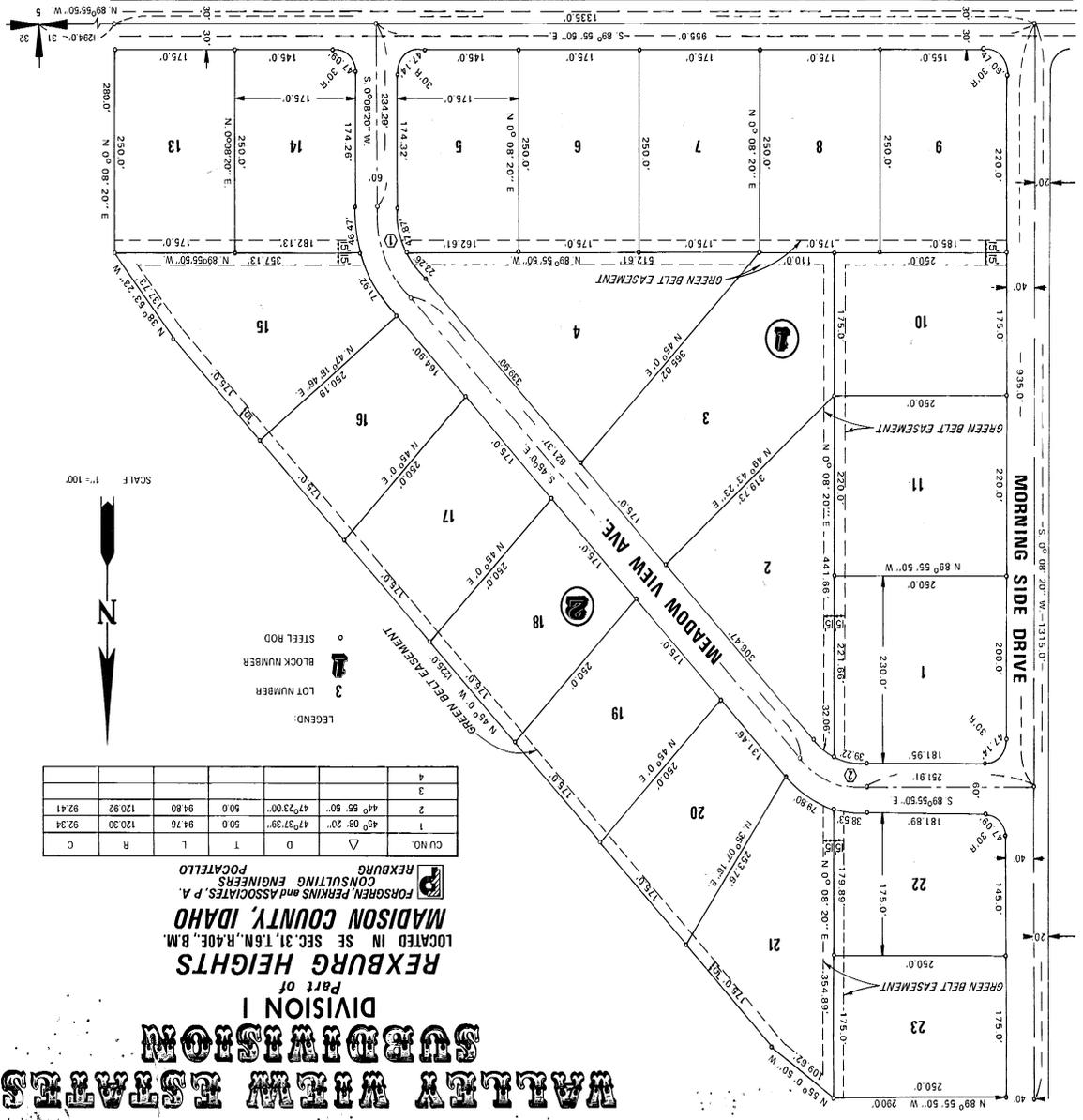
REXBURG POCATELLO

CU NO.	AREA	D	L	R	C
1	45° 08' 00" 20'	47° 37' 39"	50.0	94.76	92.34
2	45° 08' 00" 20'	47° 37' 39"	50.0	94.80	92.41
3	44° 55' 50"	47° 23' 00"	50.0	94.80	92.41
4					

LEGEND:

3 LOT NUMBER
1 BLOCK NUMBER

STEEL ROD



CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE MADISON COUNTY BOARD OF COUNTY COMMISSIONERS THIS 9th DAY OF JULY 1973 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED

ATTESTED: *Mark E. Johnson* CHAIRMAN

CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE REXBURG CITY COUNCIL THIS 18th DAY OF JULY 1973 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED

ATTESTED: *David Johnson* MAYOR

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS IN FORCE UNDER TITLE 50, CHAPTER 13, IDAHO CODE

IDAHO CODE
SANITARY RESTRICTIONS REMOVED
UNDER TITLE 50, CHAPTER 13

ENGINEER'S CERTIFICATE
I, CLAYTON F. FORSGREN, DO HEREBY CERTIFY THAT I AM A REGISTERED CIVIL ENGINEER AND THAT I HOLD CERTIFICATE NO. 1323 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF IDAHO. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO BLOCKS, LOTS AND STREETS, HEREAFTER TO BE KNOWN AS REXBURG HEIGHTS SUBDIVISION.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT THAT IS N. 137 FT. 1 IN. W. 139.0 FT. FROM THE SE CORNER OF SECTION 31, T. 6 N., R. 40 E., B. M. MADISON COUNTY, IDAHO, AND RUNNING THENCE

N. 08° 08' 20" E. 280.0 FT., THENCE
N. 38° 53' 23" W. 137.23 FT., THENCE
N. 45° 0' W. 125.0 FT., THENCE
N. 45° 0' W. 109.67 FT., THENCE
N. 65° 0' 50" W. 200.0 FT., THENCE
N. 69° 55' 00" W. 200.0 FT., THENCE
S. 0° 08' 20" W. 1315.0 FT., THENCE
S. 0° 08' 20" W. 1315.0 FT. TO THE POINT OF BEGINNING, EXCEPTING THE EXISTING BARRIAGE RIGHT OF WAY, CONTAINS 28.41 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND STREETS TO BE HEREAFTER KNOWN AS REXBURG HEIGHTS SUBDIVISION AND DO HEREBY WARRANT AND SAVE THE CITY HARMLESS FROM ANY EASEMENTS AND ENCUMBRANCES THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED. PARCELS OF LAND SHOWN ON THIS PLAN AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR SIGNATURES THIS 9th DAY OF JULY, A.D. 1973.

Clayton F. Forsgren
President
HMC Corp.

ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF MADISON

ON THE 9th DAY OF JULY 1973 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, IN NUMBER WHO DULY ACKNOWLEDGE TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED. MY COMMISSION EXPIRES *Jan 19 1977*

James M. Smith
NOTARY PUBLIC

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE HAD THIS PLAN EXAMINED AND FOUND THAT IT IS CORRECT AND ACCEPTABLE. DATE 7-7-73

Clayton F. Forsgren
CIVIL ENGINEER

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE REXBURG HEIGHTS SUBDIVISION PLAN.

James M. Smith
COUNTY CLERK

COUNTY RECORDER'S NO. 149674

STATE OF IDAHO, COUNTY OF MADISON, RECORDED AND FILED AT THE REQUEST OF *Walter Wilson Estates* INSTRUMENT NO. 149674 DATE 7-25-73 TIME 10:17 AM 1973

Walter Wilson Estates
COUNTY RECORDER

By *Kella C. Pittman*

501-76N-760

Under this Subdivision
Subdivision, including a map,
149674

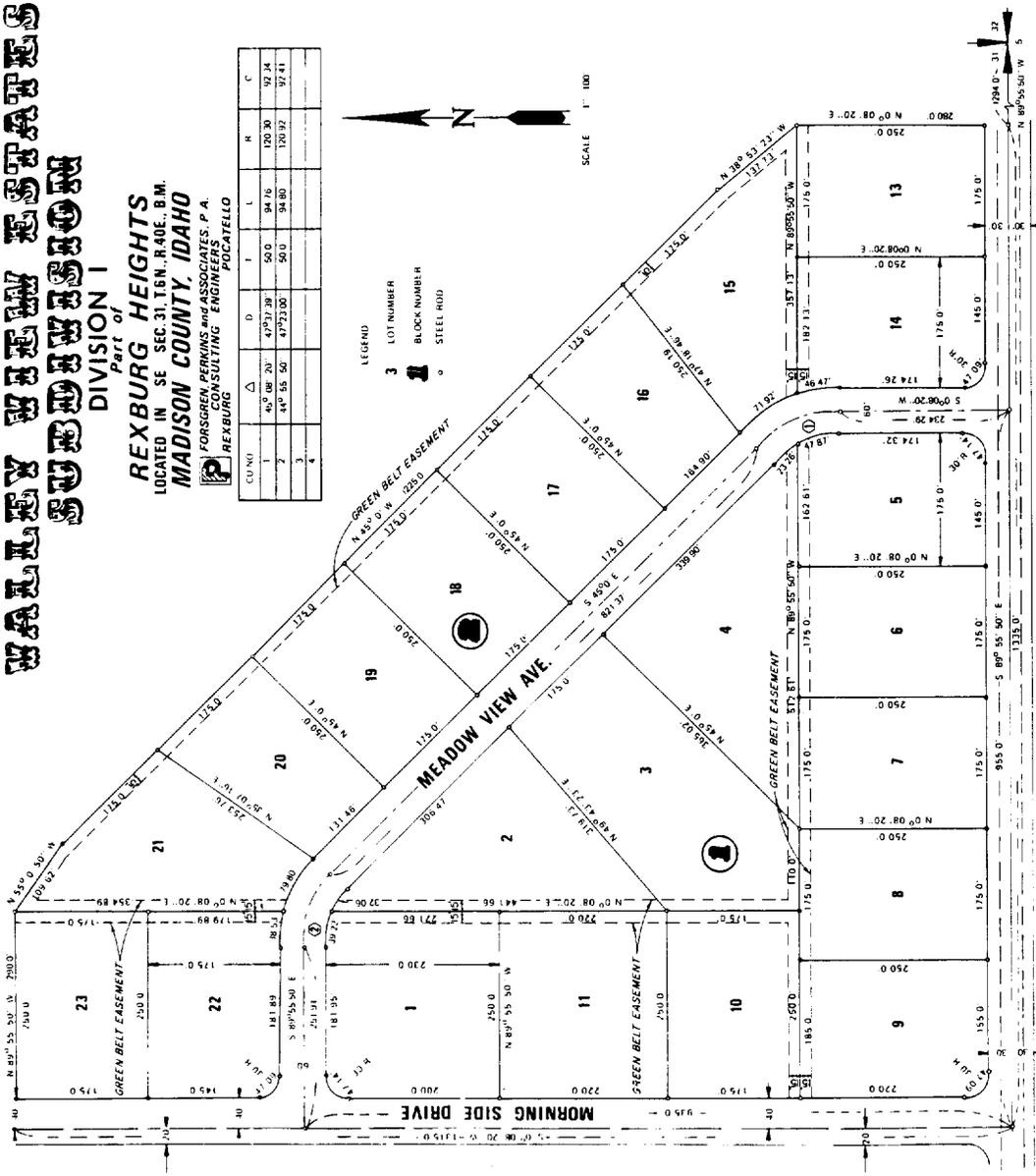
WARRANTY DEED WITH EASEMENTS

DIVISION 1

Part of

REXBURG HEIGHTS
 LOCATED IN SE. SEC. 31, 16N., R40E., B.M.
MADISON COUNTY, IDAHO
FORSYTH PERKINS AND ASSOCIATES, P.A.
CONSULTING ENGINEERS
REXBURG
POCATELLO

CU. NO.	Δ	D.	I.	L.	R.	C.
1	46° 08' 20"	47' 27.30'	50.0	94.16	120.30	92.14
2	44° 55' 50"	47' 27.30'	50.0	94.80	120.92	92.81
3						
4						



ENGINEER'S CERTIFICATE
 I, CLAYTON FORSMAN, DO HEREBY CERTIFY THAT AS A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO, I HAVE EXAMINED THE PLAT AND THE RECORDS OF THE COUNTY OF MADISON, IDAHO, AND HAVE FOUND THAT THE PLAT ACCURATELY REPRESENTS THE LAND SHOWN ON THIS PLAT, AND THE SUBDIVISION HAS BEEN MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO, AND THE PLAT IS CORRECT AND ACCEPTABLE FOR THE PURPOSES OF THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT THAT IS N. 157° 41' AND W. 1294.0 FT FROM THE 31 CORNER OF SECTION 31 T. 6 N. R. 40 E. MADISON COUNTY, IDAHO, AND PROCEEDING THEREIN:
 N. 0° 08' 20" E. 270.0 FT THENCE
 N. 46° 53' 23" W. 137.77 FT THENCE
 N. 45° 0' W. 125.0 FT THENCE
 N. 55° 0' W. 109.62 FT THENCE
 S. 0° 08' 20" W. 290.0 FT THENCE
 S. 89° 55' 50" E. 135.0 FT TO THE POINT OF BEGINNING, EXCEPTING THE 1/4 SECTION 31, MADISON COUNTY, IDAHO, CONTAINING 29.81 ACRES.

7-7-73
 CLAYTON FORSMAN
 REGISTERED PROFESSIONAL ENGINEER
 CLAYTON FORSMAN
 1323
 CLAYTON FORSMAN

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SURVEYED AND PLATED IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO, DO HEREBY WARRANT AND SAVE THE CITY OF MADISON, IDAHO, AND THE COUNTY OF MADISON, IDAHO, FROM ALL LIABILITY FOR THE SAME, AND DO HEREBY DEDICATE THE SAME TO THE PUBLIC USE OF THE PEOPLE OF THE STATE OF IDAHO, AND DO HEREBY WARRANT AND SAVE THE CITY OF MADISON, IDAHO, AND THE COUNTY OF MADISON, IDAHO, FROM ALL LIABILITY FOR THE SAME.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR SIGNATURES THIS 3rd DAY OF July, A.D. 1973.
 R. A. ...
 V. President
 ...
 ...
 ...

ACKNOWLEDGMENT

STATE OF IDAHO
 COUNTY OF MADISON
 ON the 3rd DAY OF July, 1973, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY OF MADISON, IDAHO, THE ABOVE NAMED PARTIES, WHOSE NAMES ARE SET FORTH IN THE ATTACHED OWNER'S DEDICATION, AND WHOSE IDENTIFICATION I HAVE EXAMINED AND FOUND TO BE CORRECT AND ACCEPTABLE FOR THE PURPOSES OF THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO, AND WHOSE SIGNATURES I HAVE EXAMINED AND FOUND TO BE CORRECT AND ACCEPTABLE FOR THE PURPOSES OF THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO.

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED AND FOUND THAT IT IS CORRECT AND ACCEPTABLE FOR THE PURPOSES OF THE ACTS OF THE LEGISLATURE OF THE STATE OF IDAHO.
 DATE 7-7-73
 ...
 COUNTY ENGINEER

CERTIFICATION

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE REXBURG HEIGHTS SUBDIVISION PLAT.
 ...
 COUNTY CLERK

COUNTY RECORDER'S NO 149474

STATE OF IDAHO, COUNTY OF MADISON, RECORDED AND FILED AT THE OFFICE OF THE COUNTY RECORDER, MADISON, IDAHO, ON DATE 7-25-73, INSTRUMENT NO. 149474

...
 COUNTY RECORDER

CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE REXBURG CITY COUNCIL THIS 14th DAY OF July, A.D. 1973, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTESTED: ...
 ...

COUNTY APPROVAL AND ACCEPTANCE

PRESENTED TO THE MADISON COUNTY BOARD OF COUNTY COMMISSIONERS THIS 9th DAY OF July, A.D. 1973, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

ATTESTED: ...
 ...

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS IN FORCE UNDER TITLE 50, CHAPTER 13, IDAHO CODE

This plat is made for location purposes only, no liability is assumed hereto for any incorrectness with actual survey.

RESTRICTIVE COVENANTS FOR
REXBURG HEIGHTS SUBDIVISION, PHASE ONE
MADISON COUNTY, IDAHO

The undersigned, being the owners of the property herein-
after described, hereby adopt the following protective
covenants in their entirety to apply to real property to
be subdivided and contained in a subdivision to be known
as the Rexburg Heights Subdivision, Phase One, the whole
of which is described as follows, to-wit:

Commencing at a point that is N. 1.57 ft. and W.
1294.0 ft. from the S.E. Corner of Section 31, T.
6N., R. 40 E.B.M., Madison County, Idaho, and
running thence N. 0° 08' 20" E. 280.0 ft., thence
N. 38° 53' 23" W. 137.73 ft., thence N. 45° 0' W.
1225.0 ft., thence N. 55° 0' 50" W. 109.62 ft.,
thence N. 89° 55' 50" W. 290.0 ft., thence S. 0° 08'
20" W. 1315.0 ft., thence S. 89° 55' 50" E. 1335.0
ft., to the point of beginning, excepting the
existing road right-of-way. Contains 28.41 acres.

The said Rexburg Heights Subdivision, Phase One, is to be
divided into tracts of not less than one acre each, and
the following covenants shall run with the land and be in
force and effect for twenty-five (25) years hereafter unless
terminated sooner by agreement of the owners of 75% of the
land in the subdivision, and are as follows, to wit:

- (1) The ground floor area of the main structure of
each residence in this subdivision shall be not less
than 1500 square feet, excluding the garage. Dwellings
shall be well constructed of good quality, material and
workmanship substantially the same or better than those now

established in said subdivision; no residence shall be in excess of two stories, and the cost of each residence shall be at least \$30,000.00 or more, based on January 1973 values, the price of the lot included.

(2) No building shall be located on any lot nearer than 40 feet from the front lot line and 30 feet from the rear lot line, nor nearer than 40 feet to any side street line, nor nearer than 20 feet to any side lot line. No barn, loafing shed, or other building for housing or care of animals, shall be placed within 75 feet of any established residence building, or individual well, nor nearer than 150 feet from the front line.

(3) Construction of any residence shall be completed within one (1) year after the start thereof.

(4) No building shall be moved onto the above premises unless the quality, style and type thereof is approved by the adjoining owners within said subdivision.

(5) No shack, tent, trailerhouse, or basement only, shall be used within this subdivision for living quarters, permanent or temporary, except that a trailerhouse may be used as a residence for a period of not more than six (6) months during actual construction.

(6) Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other

nce shall
of each
more, based
ot included.
ot nearer
feet from
to any side
side lot
ling for
l withir 75
or individual
nt line.
completed
ove premises
is approved
sion.
ent only,
living
at a
r a period
al construction.
orous or
nor shall
vision which
o the other

property owners in said subdivision.

(7) Keeping or raising of hogs, or other offensive-smelling animals shall be prohibited unless approved by 75% of the land owners in the subdivision. All animals kept on these premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others. Numbers of animals shall be kept to such numbers as not to create unsightliness, excessive noise, offensive odors or dangerous conditions. No business shall be conducted on the above property except for limited raising of livestock within the restrictions herein and in conformity with local zoning regulations. Signs no larger than 24" by 24" are permitted to advertise land, residences and appurtenances for sale. These shall be limited to one said sign on each parcel.

(8) All outbuildings shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property.

(9) No buildings or structure shall be placed on said property so as to obstruct the windows or light or any adjoining property owner in said subdivision.

(10) Easements for installation and maintenance of

utilities and drainage facilities are reserved, as shown on the recorded plat of said subdivision over the areas indicated on said plat including a fifteen (15) foot wide easement along the back lot line of each lot. Each such fifteen (15) foot easement along the back lot line is also to be for the enjoyment and multiple use in common with all other owners of lots within the Rexburg Heights Subdivision, Phase One for horseback riding trails. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, and which may change the direction of flow of water through drainage channels in the easements. The owner of each lot and all improvements in thereon shall be maintained continuously by the owner of such improvements, except for those improvements for which a public utility or utility is responsible.

Septic tanks, sink and toilet facilities shall be provided for the dwelling house or other suitable building, and shall be connected by pipe with a private septic tank, placed on the premises of a type construction approved by the Board of Health and the State of Idaho Health Department.

Drainage from solid waste shall be kept within the building limits of each building site. Approval of all sewer-disposal systems installed shall be obtained from the appropriate Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

Where necessary, drainage consisting of any of said lots shall have a pipe the diameter of not less than 12 inches in diameter, above the street line of said properties and at any point where said drainage crosses any ditch or pipe used for the conveyance of irrigation water, said pipe being for the purpose of permitting the movement of irrigation water and for the purpose of drainage. The pipes herein referred to may consist of tile, concrete, iron or steel, or any other substance of permanent nature. All pipe installations made within a dedicated right-of-way shall be made only after plans therefore shall have been issued by the appropriate local officials with respect to the adequacy of such installations for drainage purposes.

(12) No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste material. Incinerators used for disposal, if permitted, and other receptacles or

storage of trash or garbage, shall be maintained in a sanitary and clean condition. No junk, machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles shall be part of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period, shall be either concealed in a structure or stored in such a manner so that the same shall not constitute an unsightly or offensive condition. No machinery, building equipment, or material shall be stored upon a site until the Grantee is ready and able to commence the construction with respect to such building upon which such building material will be used, then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

(13) No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of proposed structures and landscaping proposals have been approved by the Architectural Control Committee, hereinafter referred to, as to quality of workmanship and materials, harmony of external design, and as to location with respect to topography. No fence or wall shall be erected, placed

or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

At the time of completed construction for the main residential structure on each lot, a minimum of five (5) trees with at least two (2) being in the front yard area, are required. Additionally, ten (10) shrubs are also required for each lot. The following list identifies typical trees and shrubs to be considered in any landscape plan. Other plants may be used when approved by the Architectural Control Committee. A qualified Landscape Architect should be consulted to furnish acceptable landscape plans with tree or shrub recommendations:

TREES

Box Elder (*Acer negundo*)
Tree of Heaven (*Ailanthus altissima*)
Russian Olive (*Elaeagnus angustifolia*)
Green Ash (*Fraxinus pennsylvanica*)
Honey-Locust (*Gleditsia triacanthos*) varieties
Rocky Mountain Juniper (*Juniperus scopulorum*)
Eastern Red Cedar (*Juniperus virginiana*)
Osage-Orange (*Maclura Pomifera*)
Jack Pine (*Pinus banksiana*)
White Poplar (*Populus alba*)
Black Locust (*Robinia Pseudoacacia*)
Siberian Elm (*Ulmus pumila*)
European White Birch (*Betula alba*)

SHRUBS

Little leaf Peatree (*Caragana microphylla*)
Autumn Elaeagnus (*Elaeagnus umbellatus*)
Junipers (*Juniperus* varieties)
Amur Privet (*Ligustrum amurense*)
Border Privet (*Ligustrum obtusifolium*)
Western Sand Cherry (*Prunus besseyi*)
Beach Plum (*Prunus maritima*)
Fragrant Sumac (*Rhus aromatica*)

Staghorn Sumac (*Rhus typhina*)
Virginia Rose (*Rosa virginiana*)
Dryland Blueberry (*Vaccinium pallidum*)

(14) The Architectural Control Committee which is vested with the powers described herein shall consist of three persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the Architectural Control Committee a complete set of building plans and specifications therefore, together with a plot plan indicating the part of the building site the improvements will cover and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and are otherwise approved by the committee. The set of plans shall be filed as a permanent record with the Architectural Control Committee. In the event said committee fails to approve or disapprove in writing said plans within Thirty (30) days after their submission, then said approval shall not be required. If all lots in said tract are sold by the Grantor, said plans and specifications shall be approved by an Architectural Control Committee approved by a majority of owners of lots in the property herein described and only owners

of said lots shall be privileged to vote for said Architectural Control Committee. The Grantor shall have the right to appoint members of the Architectural Control Committee until such time as all lots in the tract have been sold by the Grantor.

(15) These covenants shall run with the land and shall be binding on all persons owning under them for a period of twenty-five (25) years from the date of the recording hereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of 75% of the land of the subdivision has been recorded agreeing to change or terminate said covenants in whole or in part.

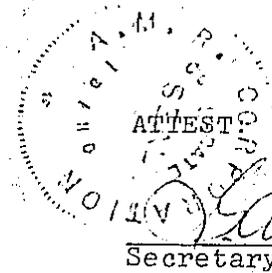
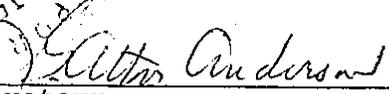
(16) Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days' notice thereof in writing served on the offending party, shall be had by any property owners within said subdivision, either at law or in equity. In the event of a judgment against any person for such violation, the Court may award injunction against further violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees and court costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

(17) Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

(18) No fence, including a solid board or picket fence or retaining wall, shall be erected that does not have an equally pleasing appearance from either side unless permission is obtained in writing from 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 set-back line or should be eliminated if clear vistas are desired.

IN WITNESS WHEREOF, the undersigned, owner of the property in said subdivision, has hereunto placed his hand this 26 day of Oct. 1973.


A.M.R. CORPORATION
By President


ATTEST

Secretary

STATE OF IDAHO)
) ss.
County of Bonneville)

On this 26th day of October 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce E. Lind and G. Alton Anderson known to me to be the president and secretary, respectively of A.M.R. CORPORATION, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation 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.



Jeanette C. Ryder
Notary Public for Idaho

Commission Expires: April 28, 1975

INDEXED

State of Idaho
County of Madison,

ss 150466

I hereby certify that the within instrument was
filed October 30
19 73 at 4:15 M. and
recorded on Film successful

Fee _____
by Nellie H. Garner, Recorder
Deputy

At the request of David Price
589 W. Water
Idaho Falls, Idaho

DECLARATION OF COVENANTS
OF
VALLEY VIEW ESTATES DIVISION NO. 5

THIS INDENTURE AND DECLARATION, running with the land, made this 27th day of August, 2004, 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 4, 5, 6, 9, 10 and 11; Block 5, Lots 9 - 15; Block 6, Lot 5; and Block 7, Lots 1 - 7, all in Valley View Estates Division No. 5, as per the recorded plat thereof, recorded in the office of the Recorder of Madison County, Idaho as Instrument No. 314317 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.

Instrument # 314318

REXBURG, MADISON, IDAHO

2004-08-27

03:32:00 No. of Pages: 7

Recorded for : BART STEVENS

MARILYN R. RASMUSSEN

Ex-Officio Recorder Deputy

Fee: 21.00

- C) **Building Location**
No building shall be located on any lot nearer to the lot lines than 35 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 (2,000) 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 Eighteen Hundred (1,800) square feet, provided, however, that such residence shall contain not less than a total of Twenty-Eight Hundred (2,800) 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**
Fifty percent (50%) 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 its 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 \$200,000.00.
- 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 ____ day of August, 2004.

DSC INVESTMENTS, L.C.

J Bart Stevens
J. Bart Stevens d.b.a
Stevens Construction

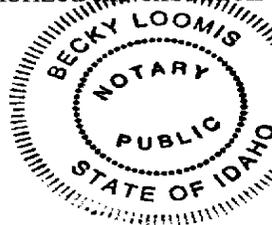
By Gordon S Crofts
Gordon S. Crofts, Manager

Jan S. Stevens
Jan S. Stevens

By Claudia J. Crofts, Mgr.
Claudia J. Crofts, Manager

STATE OF IDAHO)
) :ss
County of Madison)

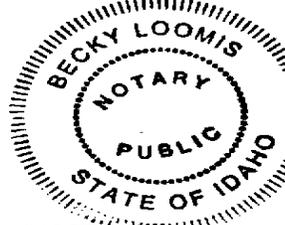
On this 27th day of August, in the year of 2004, before me, a Notary Public in and for said State, personally appeared Gordon S. Crofts and Claudia J. Crofts, identified to me (or proved to me on the oath of personally known), to be the managers of DSC Investments, L.C., the limited liability company that executed the foregoing instrument and acknowledged to me that such limited liability company authorized the execution of the same.



Becky Loomis
Notary Public for Idaho
Residing at: St Anthony
My Commission Expires: 02-01-05

STATE OF IDAHO)
) :ss
County of Madison)

On this 27th day of August, in the year of 2004, before me, a Notary Public in and for said State, personally appeared J. Bart Stevens, ~~known~~ and Jan S. Stevens identified to me (or proved to me on the oath of personally known), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



Becky Loomis
Notary Public for Idaho
Residing at: St Anthony
My Commission Expires: 02-01-05

