

**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
VALLEY KNOLL'S SUBDIVISION**

This declaration is made this on the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ by Ryan Schneider, an individual (herein "Declarant").

**ARTICLE 1  
RECITALS**

- 1.01 Property Covered. Declarant is the owner of certain real property (the "property"), described as: Valley Knolls, Adams County, Idaho. The legal description of the property is provided as Exhibit A.
- 1.02 Purpose. Declarant hereby subjects the property to certain protective covenants, conditions and restrictions for the benefit of the property and present and future owners thereof. This declaration of covenants, conditions and restrictions is intended to preserve the value, desirability and attractiveness of the property, to create and protect the highest quality development of the property and to ensure proper maintenance thereof.

**ARTICLE 2  
DECLARATION**

- 2.01 Scope of Declaration. Declarant hereby declares that all of the property, and each lot herein, is and shall be held, sold and conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, and equitable servitudes which are for the purpose of protecting the value and desirability of, and which shall run with the property. The covenants, conditions and restrictions contained in this declaration shall:
- A. Be binding upon all persons having or acquiring any right, title or interest in or to the property or any lot, and their successors or assigns
  - B. Inure to the benefit of every portion of the property any lot or interest therein
  - C. Inure to the benefit and be binding upon Declarant, and its successors, and assigns and each grantee and his respective successors in interest
- 2.02 Rights of Declarant. Notwithstanding the foregoing, no provision of this declaration shall be construed to prevent or limit the Declarant's right to complete development of the property and to construct improvements thereon, nor Declarant's right to maintain construction, sales or similar facilities on any portion of the property, nor Declarant's right to post signs incidental to construction, sales, or leasing.
- 2.03 Other Restrictions. The covenants, conditions, and restrictions contained in this declaration are IN ADDITION TO any other land use restrictions, zoning ordinances, laws, rules and decisions of other governmental authorities. This declaration does not supersede any such land use restrictions which are enforced, and must be satisfied, independent of this declaration.

**ARTICLE 3  
DEFINITIONS**

Unless the context requires otherwise, the following words and phrases when used in these restrictions shall have the meanings hereinafter specified:

- 3.01 Agricultural shall mean the harvesting of crops and timber. It shall also mean feeding, breeding, management and sale of livestock or farm animals and any other agriculture or horticultural use.
- 3.03 Rules shall mean the rules and regulations of the covenants, conditions and restrictions as amended from time to time.
- 3.04 Declarant shall mean Ryan Schneider, an individual, or any person or entity to whom the rights of the declarant under this declaration are specifically transferred to declarant.
- 3.05 Declaration shall mean this instrument as it may be amended and supplemented from time to time.
- 3.06 Deed of Trust shall mean a mortgage or a deed of trust.
- 3.07 Design Review Committee shall mean the rules adopted by the Design Review Committee pursuant to hereto.
- 3.08 Lots shall mean one or more of Lots 1-12.
- 3.10 Mortgage shall mean any mortgage or deed of trust or other conveyance of a lot to secure the performance of an obligation which will be void and reconveyed upon the completion of such performance.
- 3.11 Residential Owner shall mean the person or persons or other legal entity or entities, including declarant, holding a fee simple interest in a lot or the purchaser of a lot.
- 3.12 Single Family Residence Use shall mean the occupation and use of a single-family dwelling in conformity with this declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules, or regulations.
- 3.13 Structure shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks, and poles.
- 3.14 Restrictions shall mean this Declaration, as said Declaration may be amended from time to time, and the rules from time to time in effect.

**ARTICLE 4  
PROTECTIVE COVENANTS**

- 4.01 Use and Living Units: All the subject lots in the property shall be used and occupied solely for single family residential purposes, or agricultural purposes, as allowed herein. There shall be no commercial use or rental of the Residential property for weddings and events.

None of the subject lots or parcels that are part of the property shall be split, divided or subdivided into smaller lots or parcels than as indicated on the recorded plat for Valley Knolls.

All single-family residences shall be subject to the following conditions and limitations:

- A. No buildings other than one detached residence, a private garage for the use of occupants of such residence, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence, or the care and keeping of animals, shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than the site and grounds of a single-family residence. The term single family residence as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house and the like, but is not intended

to exclude a guest house, or caretaker's quarters, for personal employees upon the premises. There shall be no more than a maximum of three buildings allowed on any lot, of which only two may be occupied as residences. All buildings must conform to the Adams County code as well as Valley Knolls Covenants.

- B. No structure of a temporary character, to specifically include mobile, modular and manufactured homes, yurt, shack, garage, barn or outbuilding shall be erected/used on lot at any time. No structures shall be moved onto any lot, all structures are to be built on site. The committee may approve a trailer placed on property during construction.
- C. Visitors and guests may park a camper, motorhome or trailer on a lot for a reasonable term, not to exceed (one month) consecutive duration nor more than (30 days) each calendar year.
- D. A residence shall contain a minimum of 1,000 square feet of total living area. All construction must be of good quality and done in a good workmanlike manner. A guest house must be a minimum of 800 square feet.
- E. All buildings shall conform to the property line setbacks of fifty (50) feet from any street right of way or fifty (50) feet from any adjoining or perimeter property line. No construction shall occur within easements.
- F. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed, in conformity with the provisions of this declaration and the applicable ordinances of Adams, County. Garages, storage sheds, patio covers, and detached patio covers shall be constructed of, and roofed and sided with the same compatible materials and with similar colors and design, as the residential structure on the applicable lot.
- G. Exterior lighting shall be directed at the ground, and excessive brightness shall be avoided.
- H. TV satellite dishes larger than 26" must be positioned away from view of the road and other homes.

#### 4.02 Animals:

No more than four (4) dogs and four (4) cats (or other indoor household pets) are permitted. Dogs shall not be allowed to disturb farm animals, cattle, wildlife, waterfowl or other game species.

Farm animals are further defined for the Valley Knolls Subdivision to include cattle, horses, llamas and goats. Farm animals may be kept and maintained on any lot, provided the owner maintains pasture grasses and fencing.

Female chickens are permitted. Female chickens shall not exceed eight (8) chickens per five (5) acres. Roosters are prohibited. Female chickens shall be kept within a secure and clean hen house or fenced enclosure at all times and are not allowed to run free.

Each lot owner shall be required to fence in their own animals, pursuant to the fencing requirements section. Animals shall not be allowed outside of the fenced area.

4.03 Garbage: No lot shall be used or maintained as a dumping ground for trash, junk or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight of the street and other homes and secured as to not allow animals to access it.

- 4.04 Utilities: The declarant shall provide underground electrical power and phone service to the edge of each lot. All electrical power lines and telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines of any kind shall not be permitted. Each lot owner is responsible for drilling a well and installing a septic system in conformance with all applicable State and County laws and building codes.
- 4.05 Weed Control: All lot residential owners shall conform to the county ordinances and state laws relating to noxious weed control, and if they fail to do so the association or design review committee, or their agents, shall have the right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owners expense.
- 4.06 Interior Subdivision Fences: No fence higher than six feet shall be erected or maintained on any lot. No vinyl, plastic or barbwire fencing allowed. Any variances can be submitted to the design review committee. Each residential owner shall be responsible for fencing their animals.

Valley Knolls is required to install and maintain a perimeter fence around the entire subdivision. Of which will be subject to a Perimeter Fence Agreement as shown on the final plat. The perimeter fence must comply with state requirements for fencing in open range. It is the responsibility of the residential owners to maintain its share of the perimeter fence in cooperation with the neighboring owners. Barbwire fence is allowed along the perimeter of the subdivision ONLY.

- 4.07 Parking: Shall be accommodated on lots. No parking of vehicles allowed on the private road.
- 4.08 Watercourses, Irrigation Ditches and Drainage: All watercourses, irrigation ditches and drainages shall be managed by the design review committee. There shall be no alteration, improvement or interference with any established watercourse, irrigation ditch or drainage pattern over any lot within the property. Any requests for alterations, improvements or interference must be reviewed and approved by the design review committee. Any alteration, improvement or interference with any established watercourse, irrigation ditch or drainage pattern shall also comply with applicable local, state and federal regulations.
- 4.09 Driveways: All driveways and parking areas shall be constructed of gravel, concrete, pavers or pavement. Dirt driveways are not permitted. Construction of or improvement of driveways is the responsibility of each lot owner. Driveway construction shall comply with all applicable local, state and federal regulations.
- 4.10 Logging: All logging activities shall occur during the dry summer months in order to reduce impacts to topography, drainage systems, and subdivision infrastructure. Logging operations shall exceed industry standards and all slash shall be chipped or burned within 8 months of harvest. Burying of slash shall not be permitted. Immediately following and throughout logging operations, roads shall be maintained and fixed to a standard equal to or greater than pre-existing condition. Additionally, dust abatement shall occur to a level that eliminates dust while not over watering any portion of roads. No logging shall occur within 75 ft of any residential well. A maximum of 70% of canopy shall be harvested over a 5-year period. Trucking shall occur between the hours of 8:00 am and 5:00 pm.