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ARTICLE III

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PARTY WALLS

Section 1. **General Rule of Law to Apply.** Each wall which is built as a part of the original construction of the Townhouse and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. **Weatherproofing.** Notwithstanding any other provision of this article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements

shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and shall be final and binding upon the parties subject to the statutes as not enacted or hereafter amended. The costs of arbitration, including reasonable attorney fees for the prevailing party, shall be paid by the other party.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall automatically be a voting member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot.

Section 2. The Association shall have two classes of voting membership:

- a. Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person

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holds an interest in any Lot, all such persons shall ~~be~~ 93017837 members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (2) On January 1, 2004.

ARTICLE V

OWNERSHIP OF TOWNHOUSE AND USE OF COMMON AREA

Section 1. Legal Description of Lot. All Townhouse

Lots may be described in every contract, deed, lease, mortgage, or other instrument as follows:

"Lot _____, Block _____, as the same appears on the official plat of The Country Place, Townhouse P.U.D. recorded as instrument No. 601055 in the official records of Bannock County, Idaho."

Such description shall be deemed good and sufficient for all purposes to convey all right, title, and interest in the Lot, together with the appurtenant easement in common in the Common Area owned by the Association and to incorporate all rights and be subject to all the covenants, conditions, and

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restrictions to ownership of a Lot as provided in this Declaration.

Section 2. **Owners' Easements of Enjoyment, Ingress, Egress, and Parking.** Every Owner shall have a perpetual easement in common with all other Owners for the enjoyment in and to the Common Area owned by the Association, including a perpetual easement in common of ingress and egress to their respective Lots by foot or vehicles over all streets provided in the Common Area; said easement in common shall be appurtenant to and shall pass with the conveyance of title to every Lot, subject to the following provisions:

a. The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of this Declaration or of its published rules and regulations;

b. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

c. The right of individual Owners to the exclusive use of parking spaces as provided hereafter in this article.

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Section 3. Parking Rights. Each Lot shall include parking area for two vehicles, together with the right of ingress and egress to and from said parking area over the roadways provided in the Common Area. The Association may provide for additional vehicle parking spaces to be leased or rented to Lot Owners from time to time as well as providing vehicle parking spaces at no cost to Owners for their invitees or guests on a first-come, first-use basis, for a period not to exceed twenty-four (24) hours.

Section 4. Delegation of Use. Any Owner may share or delegate his use and enjoyment of the Common Area with members of his family, his tenants, or contract purchasers so long as they reside in his Townhouse.

Section 5. Partition. The Common Area shall remain undivided and shall never be partitioned except with unanimous consent of both classes of members.

Section 6. Obstructions. There shall be no obstructions of the Common Area, nor shall anything be stored on any part of the Common Area by any Owner without the prior written consent of the Board.

Section 7. Association's Right to Use of Common Area. The Association shall have a nonexclusive easement to make such use of the Common Area as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform pursuant to this Declaration, including the right to construct and maintain in the Common Area streets,

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walkways, fences, maintenance, and storage areas for use by the Association.

Section 8. Association's Right to Encumber or Convey.

The Association shall not convey or encumber any of the Common Area, now owned or hereafter acquired, without the consent of two-thirds of the Class A members; no consent shall be required of the Class B member(s).

Section 9. Declarant's Right Incident to Construction.

Declarant, Declarant's successors and assigns, and persons the Declarant or successors or assigns may authorize shall have the right of ingress and egress over the Common Area, the right to store materials thereon and to make such other use thereof as may be reasonable and necessary to complete development of all phases of the Properties.

ARTICLE VI

SPECIFIC CONDITIONS AND RESTRICTIONS

Each Lot shall be held, used, and enjoyed subject to the following conditions and restrictions.

Section 1. Residential Use. No Lot shall be used for any purpose other than as a single-family residence by the Owner or any tenant or other occupant of the Townhouse.

Section 2. Business Prohibited. No trade, business, or profession of any kind whatsoever, shall be carried on or conducted on any Lot.

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Section 3. Equipment Storage Not Permitted. No vehicle (greater than one ton), no junk vehicle, motor home, recreational vehicle, trailer, mobile home, camper, snowmobile, boat, or other equipment of any kind or description shall be parked or placed upon any portion of any Lot or Common Area unless authorized in writing by the Board.

Section 4. Unit Exterior. Each Owner shall, at his or her cost, maintain in good condition, the exterior of his or her Townhouse; provided, however, the Owner shall not change the color of the exterior of his or her Townhouse and shall not alter or modify the exterior of such Townhouse without the express written consent of the Board or the Architectural Committee as required by Article VIII herein.

Section 5. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any Townhouse nor shall anything be done or placed in or around any Lot which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to other Owners.

Section 6. Hazardous Activities. No activities shall be conducted on any Lot or Common Area which are or might be unsafe or hazardous to person or property.

Section 7. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Lot or within the Townhouse and no odors shall be permitted to arise therefrom so as to render any Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to the occupants

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of any Townhouses in the vicinity. No noise or other nuisance shall be permitted to exist or operate upon from any Lot so as to be offensive or detrimental to the occupants of any other Townhouse or Townhouses in the vicinity. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any Lot without the prior written approval of the Board.

Section 9. Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of insurance on any Unit or any Association Common Area, nor shall anything be done or kept on any Lot which would result in the cancellation of insurance on any Townhouse or any Association Common Area.

Section 10. Screened Drying Areas. No clothing, laundry, or wash shall be aired or dried on any portion of the Lot in an area exposed to view from any other Townhouse. Drying areas may be permitted in locations approved by the Association when protected from view by screening or fencing approved by the Board.

Section 11. Garbage. Refuse, garbage, and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view except that refuse, garbage, and trash for collection may be placed on designated Common Area

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right of way on regular collection days for a period not to exceed 12 hours.

Section 12. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Properties, in any Townhouse, or upon the Common Area for commercial purposes. However, until or unless the Board determines, in their sole discretion at any time in the future, to exclude the keeping of dogs, cats, or other household pets from the Properties, any Owner may keep one dog and/or two cats or other household pets within his Townhouse, subject, to any rules and regulations to be adopted by the Association. No dog shall be allowed in or upon the Common Area without being held and retained on a leash and the Association may adopt rules and regulations providing for the removal to a pound of any dog found on the Common Area without being retained on a leash.

Section 13. Signs. No signs or advertising devices of any nature shall be erected or maintained on any Townhouse except as necessary to identify the Owner of the Townhouse and its address except when a Lot is for sale or rent; in that event all "For Sale" or "For Rent" signs larger than two feet by three feet must be approved by the Board or the Architectural Committee.

Section 14. Antennas. If a connection to a master antenna is available to the Lots, no television or radio antenna shall be located on any Townhouse exposed to view from any other Townhouse unless approved by the Board.