

Owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property.

Section 9.3. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 9.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, and by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 9.5. Amendment. After the occurrence of one of the events set forth in Section 6.1 which terminates the Declarant's right to appoint and remove members of the Committee, this Declaration may be amended by a written document signed by the Owners of two-thirds (2/3) of all lots in the Development. Until such time as one of the events set forth in Section 6.1 occurs which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 9.6. Declarant Exemption. The Declarant and all activities carried on by the Declarant in connection with the Development, development, sale, or related activity, with regard to the Property or any lot, is exempt and free from all restrictions and constraints in this Declaration.

Section 9.7. Violation as Nuisance. Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any Owner or Owners of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

Section 9.8. Enforcement. Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Declarant and the Owner or Owners of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined,

abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Declarant or any Owner or Owners of any lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.9. Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 9.10. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five (5) days after mailing, whichever is sooner.

Section 9.11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9.12. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 9.13. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 10 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 27 day of September, 2024

Declarant

Harvest Springs JV

View Pointe Developments, LLC

Satterfield Realty and Development, Inc.

By: Kevin Loveland

By: [Signature]
Ryan S. Satterfield

Title: Member

Title: President

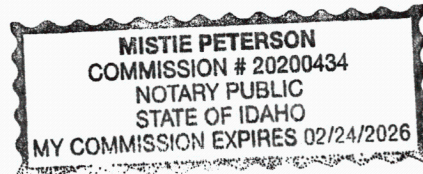
STATE OF IDAHO)
) ss.
COUNTY OF BANNOCK)



On this 27 day of September, 2024, before me personally appeared Ryan S. Satterfield, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Satterfield Realty and Development, Inc., a Idaho corporation and that the foregoing document was signed by him on behalf of such company in the capacity stated, he being duly authorized to do so by a resolution of the board of directors of Satterfield Realty and Development, Inc.

[Signature]
Notary Public
Residing at: Bannock County
Commission Expires: 02/24/2026

STATE OF IDAHO)
) ss.
COUNTY OF BANNOCK)



On this 27 day of September, 2024 before me personally appeared Kevin Loveland whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Member of View Pointe Developments, LLC., and that the foregoing document was signed by him on behalf of such company in the capacity stated.

[Signature]
Notary Public
Residing at: Bannock County
Commission Expires: 02/24/2026

ADDENDUM A

CASCADE FALLS AT HARVEST SPRINGS

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 35, BEING MONUMENTED BY A 3/4" IRON ROD AS DESCRIBED IN CORNER PERPETUATION AND FILING INST. NO. 20520350; THENCE NORTH 00°06'55" EAST, FOLLOWING ALONG THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 848.35 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 89°53'09" EAST, LEAVING THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 284.17 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 40°28'25" EAST A DISTANCE OF 258.41 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 49°31'35" EAST A DISTANCE OF 582.78 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 40°28'25" WEST A DISTANCE OF 602.14 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 209.30 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 89°51'17" WEST, FOLLOWING ALONG SAID SOUTH LINE OF SECTION 35, A DISTANCE OF 402.26 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF NON-TANGENCY WITH A 450.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 83°55'32" EAST;

THENCE LEAVING THE SOUTH LINE OF SECTION 35 AND FOLLOWING ALONG SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 05°55'45" FOR AN ARC LENGTH OF 46.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°06'35" WEST A DISTANCE OF 46.55 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 290.18 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 2050.00-FOOT-RADIUS CURVE WHOSE

CENTER BEARS NORTH 89°51'17" WEST;

THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 07°04'39" FOR AN ARC LENGTH OF 253.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°41'02" WEST A DISTANCE OF 253.07 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 07°13'22" WEST A DISTANCE OF 51.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY AS DESCRIBED IN RECORD OF SURVEY INST. NO. 21903073, POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 42°07'19" WEST A DISTANCE OF 14.38 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

2. SOUTH $89^{\circ}06'46''$ WEST A DISTANCE OF 89.99 FEET TO A $5/8''$ REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";
THENCE NORTH $07^{\circ}13'22''$ EAST, LEAVING THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY, A DISTANCE OF 54.32 FEET TO A $5/8''$ REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 1950.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS NORTH $82^{\circ}46'38''$ WEST;
THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $07^{\circ}04'39''$ FOR AN ARC LENGTH OF 240.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH $03^{\circ}41'02''$ EAST A DISTANCE OF 240.72 FEET) TO A POINT OF TANGENCY MONUMENTED BY A $5/8''$ REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";
THENCE NORTH $00^{\circ}08'43''$ EAST A DISTANCE OF 290.18 FEET TO A $5/8''$ REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 550.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH $89^{\circ}51'17''$ EAST;
THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF $04^{\circ}50'54''$ FOR AN ARC LENGTH OF 46.54 FEET (THE CHORD OF SAID CURVE BEARS NORTH $02^{\circ}34'10''$ EAST A DISTANCE OF 46.53 FEET) TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A $5/8''$ REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";
THENCE NORTH $89^{\circ}51'17''$ WEST, ALONG THE SOUTH LINE OF SECTION 35, A DISTANCE OF 2.85 FEET TO THE **POINT OF BEGINNING**.
CONTAINING 15.43 ACRES, MORE OR LESS.

ADDENDUM B

**RULES, REGULATIONS AND STANDARDS OF
CASCADE FALLS DEVELOPMENT**

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of Harvest Springs Development (hereinafter "Covenants"). The Covenants are on record in the office of the Recorder, Bannock County, Idaho. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense. No construction may begin in Harvest Springs Development without the issuance of a building permit issued by the City of Chubbuck.

SECTION 1.

A complete set of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the Committee no less than ten (10) days prior to the desired date for commencement of construction. The plans must contain all of the following:

A. SITE PLAN

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination will follow.)

B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items should be in the rear or side of the house and out of street view. (Special consideration will be given when rear installation is not feasible.)

C. ELEVATIONS

1. Note scale on plan.

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be consistent with neighboring colors. The Declarant and the Committee reserve the right to reject any scheme deemed to be inconsistent with the neighborhood.
2. The general design expressed on the exterior of the building must be covered in entirety by painted LP Smartside or Hardie siding, stone, brick or stucco, or a combination of such, or other materials as approved in writing by the Committee.
4. Innovative designs used on the front of the building using other materials will be considered on an individual basis.

E. RESERVED.

F. RESERVED

G. RESERVED

SECTION 2.

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. **Trash Receptacles and Debris Removal.** Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.

B. **Concrete Trucks.** Concrete trucks may be washed out only on the lot being built upon and inside the construction area of such lot. No concrete trucks shall be washed out on any other lot within the Development. The owner and contractor are responsible for containing all washout to preclude this water from entering washes and contaminating tree roots.

C. **Cleanliness.** During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

D. **Materials Storage.** Construction materials shall be stored on the lot, only for such time as reasonably needed and in orderly array.

E. **Sanitary Facilities.** Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

F. **Vehicles and Parking Areas.** All construction vehicles shall be parked within the lot being built upon or on the public street.

G. **Conservation of Native Landscape.** The Committee shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

H. **Dust and Noise Control.** The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of

construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

I. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

J. Firearms. Carrying any type of firearm on the Property by construction crews is prohibited.

K. Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

L. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited.

M. Restoration of Property. Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the Committee. Each owner and contractor involved with construction activities on any lot in the Development shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other Development improvements which was caused by construction, construction traffic, or other causes related to construction activities. The repair of such Development improvements shall be made as construction on the lot is completed and before the issuance of a certificate of occupancy by the City of Chubbuck.