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DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WESTFIELD ESTATES - DIVISION I

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**DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
WESTFIELD ESTATES - DIVISION I**

This Declaration of Protective Covenants, Conditions, Restrictions and Easements is made by Rio Vista Land, LLC, an Idaho limited liability company ("Declarant"). This Declaration shall be effective as of the date recorded with the Bannock County Recorder's Office.

RECITALS

Declarant owns the real property described in Exhibit A attached hereto (the "Property") and desires to develop the Property into a planned community known as Westfield Estates. Rio Vista Development, LLC, an Idaho limited liability company ("Developer") shall be the initial developer of the community. The purpose of this Declaration is to establish covenants, conditions, and restrictions for the benefit of all future owners and occupants of the Property.

Article 1 - PURPOSE AND DECLARATION

1.1 Purpose. The purpose of this Declaration, and the Restrictions and Rules set forth herein, is to enhance the value, desirability, and attractiveness of the Property for the mutual benefit of the Declarant, the Association, and each Owner.

1.2 Declaration. Declarant hereby declares that the Property, including all of the Lots, shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to this Declaration and the Restrictions and Rules, which Restrictions and Rules shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Declarant, the Association, and each Owner, including their respective heirs, successors, and assigns.

Article 2 - DEFINITIONS

2.1 Additional Land. Any parcel of land that is annexed into the Project by Declarant.

2.2 Annexation Declaration. A declaration by which Additional Land is made subject to this Declaration pursuant to Article 11.

2.3 Architectural Control Committee. The committee having architectural control powers as further described herein.

2.4 Articles. The Articles of Incorporation for the Association, as amended and restated from time to time.

2.5 Assessments. Any monetary charge or fee imposed or levied by the Association against Owners as provided in this Declaration or other Governing Documents.

2.6 Association. The Westfield Estates Homeowners Association, an Idaho nonprofit corporation.

2.7 Board. The Board of Directors of the Association. The Board is the governing body of the Association.

2.8 Bylaws. The Bylaws of the Association.

2.9 Common Areas. Any real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, park facilities, Association signs or monuments, open space, landscaped areas, street signage, lighting detached from Residences, and other similar improvements, all roadway improvements within the Project shown on the Plat as private roads and which are not accepted for dedication by a municipal authority, and all land, and the improvements situated thereon, within the Project that Declarant designates as Common Areas on the Plat or other recorded instrument.

2.10 Declarant. Rio Vista Land, LLC, and its successors and assigns.

2.11 Declaration. This Declaration of Protective Covenants, Conditions, Restrictions and Easements.

2.12 Developer. Rio Vista Development, LLC, and its successors and assigns.

2.13 Governing Documents. Collectively this Declaration, the Articles, the Bylaws, Plat, Rules, and Restrictions, as each may be amended from time to time.

2.14 HOA Maintenance Areas. Any real property or improvements within the Project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all landscaped rights of ways adjacent to or near roadways adjacent to the Project, landscaping easements between roadways and sidewalks within the Project, and all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Lot or Residence, whether located on a Lot or lying inside of the exterior boundaries of the Residence.

2.15 Lot. Each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. References to "Lot" include any Residence or other improvement constructed thereon.

2.16 Manager. A person selected by the Board to manage the affairs of the Association.

2.17 Member. A Lot Owner.

2.18 Occupant. Any Person living, dwelling, visiting, or staying in a Residence.

2.19 Owner. The record owner, whether one or more Persons, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property or Additional Land, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

2.20 Period of Declarant Control. The period starting on the effective date of this Declaration and continuing until the later of such time as (i) Declarant is no longer an Owner and (ii) Declarant elects in writing to not add any further Additional Land to the Project under Article 11.

2.21 Person. Any individual, partnership, corporation, trust, estate, or other legal entity, including Declarant and Developer.

2.22 Plat. The official subdivision of plat(s) of Westfield Estates, filed and recorded in the official records of the Bannock County Recorder's Office and any Additional Land annexed into the Project and made subject to this Declaration.

2.23 Project. All the Property, together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto, and shall at any point in time mean and refer to the entire Westfield Estates subdivision. The Project shall also include any Additional Land annexed into the Project and made subject to this Declaration.

2.24 Property. The real property in Bannock County, Idaho, described in the attached *Exhibit A* and any Additional Land annexed into the Project and made subject to this Declaration.

2.25 Residence. A structure intended for use and occupancy as a residence, together with all improvements located on or with respect to the applicable Lot which are used in connection with such Residence. The Residence shall include, without limitation, the roofs and all exterior surfaces, exterior trim, gutters, downspouts, structural members, and foundations. The Residence shall also include any mechanical equipment and appurtenances located within any one Residence, or located without said Residence but designed to serve only that Residence, such as appliances, air conditioning compressors, sprinkler systems, antennas, fixtures and the like. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Residence or serving only the Residence shall be deemed part of the Residence.

2.26 Restrictions. The covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

2.27 Rules. The rules, resolutions, regulations, policies, and guidelines adopted by the Board or the ACC.

Article 3 - WESTFIELD ESTATES OWNERS ASSOCIATION

3.1 Organization. The Association may be incorporated as a nonprofit corporation or such other entity structure at the determination of the Board. The Association shall have all rights and powers granted to it by applicable law, the Governing Documents, and this Declaration.

3.2 Purpose. The Association shall serve as the governing body for all Owners and shall provide for the maintenance, repair, replacement, administration, and operation of the Common Areas and the HOA Maintenance Areas.

3.3 Membership. Each Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to, and never separated from, the Lot in which the Owner has the necessary interest. Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then such transfer shall be automatic to the new Owner. Any attempt to make a prohibited transfer is void.

3.4 Record of Ownership. The secretary of the Association or other Person designated by the Board shall maintain a record of ownership of the Lots. Upon the transfer of any Lot, the new Owner shall promptly notify the Association of the change in ownership and provide the requisite conveyance documents showing the change of ownership.

3.5 Voting Rights. Except as otherwise disallowed or limited in this Declaration or by the Special Declarant Rights, each Member shall be entitled to one vote for each Lot owned by the Member on the day of the vote.

(a) **No Fractional Votes.** Fractional votes shall not be allowed. If an Owner is more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Building Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived.

(b) **No Transfer of Voting Rights.** The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

3.6 Board of Directors. The governing body of the Association shall be the Board. The Board shall act in all instances on behalf of the Association. The Bylaws shall set forth all matters related to the composition, structure, and procedures of the Board, including without limitation the procedures for electing a director, the terms of each director, the number of directors on the Board, and the requirements for serving on the Board. Notwithstanding the foregoing or anything to the contrary contained herein or in the Governing Documents, during the Period of Declarant Control, Declarant and Developer shall have the sole and exclusive authority to act as the Board, or to appoint and remove Board members.

3.7 Powers and Duties. The Association shall have, exercise, and perform powers, duties, and obligations granted to the Association by Idaho law, the Governing Documents, and this Declaration, including but not limited to the following:

(a) **Common Areas.** The Association shall maintain, repair, and replace Common Areas and HOA Maintenance Areas as the Board sees fit.

(b) **Irrigation System.** The Association shall maintain a pressurized irrigation system that provides service to each developed Lot.

(c) **Utility Services.** The Association may provide any utility services for the Project that the Board sees fit, including but not limited to data, phone, and internet services.

(d) **Insurance.** The Association shall obtain and maintain in force the following policies of insurance from reputable insurance companies authorized to do business in the State of Idaho:

(i) A blanket policy of property insurance covering the Common Areas and all buildings, fixtures, and equipment thereon that are the obligation of the Association to maintain.

(ii) Comprehensive general liability insurance insuring the Association and its agents and employees against liability incident to the use, ownership, or maintenance of the Common Areas or as the Board may otherwise deem necessary to carry out the Association's functions or to insure the Association against loss.

(iii) Directors and Officers liability insurance protecting the Board, the officers, the ACC, and the Association.

(iv) Liability, casualty, or other insurance as the Board may deem necessary to carry out the Association's functions or to insure the Association against loss.

(v) Such other insurance, including but not limited to workers compensation insurance to the extent necessary to comply with applicable laws.

(vi) The Association shall be the named insured under any policy of insurance. The Association shall have no obligation to obtain or maintain any insurance covering the personal or real property of any Owners, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(e) **Rules.** The Association, through its Board, shall make and establish Rules as the Board deems necessary or appropriate in order to provide for a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Project.

(f) **Budgets & Assessments.** The Association shall adopt budgets and impose and collect Assessments.

(g) **Governing Documents.** The Association shall perform such acts, whether or not expressly authorized by the Governing Documents, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

(h) **Enforcement.** The Association may assess fines to Owners, Occupants, or their guests for violations of the Governing Documents, including the provisions of this declaration. The amount of such fines shall be set by the Board and shall be imposed in accordance with Idaho law, including Idaho Code section 55-115(2) and any successor statutes thereto. The Board shall have the authority to adjust and revise such fines.

(i) **Employment of Agents, Advisors, and Contractors.** The Association may hire a Manager or other employees to manage, conduct, and perform the business, obligations, and duties of the Association and employ professional counsel from Persons such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Project.

(j) **Litigation.** The Board may instigate litigation on behalf of the Association to enforce the provisions of the Governing Documents or any other common law or statutory right which the Association is granted.

3.8 Liability. Members of the Board and officers of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. If a member of the Board or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the director or officer is found by a court of law to have engaged in willful or intentional misconduct in carrying out his duties.

Article 4 - BUDGET AND ASSESSMENTS

4.1 Annual Budget. The Board shall prepare and adopt an annual budget for the Association. The annual budget shall provide for the maintenance of the Common Areas and HOA Maintenance Areas, for the administration, management, and operation of the Association, and for the payment of debt incurred by the Association. The Board may revise the Budget from time to time as the Board deems appropriate. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until a new annual budget is adopted.

4.2 Reserve Account. The Board may establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of Common Area.

4.3 Capital Improvements. The Board may incur debt on behalf of the Association to make capital improvements to Common Area upon the affirmative vote of at least two-thirds of the Members present at a meeting called for that purpose.

4.4 Covenant to Pay Assessments. Each Owner of a Lot, by accepting a deed therefore, whether or not it be so expressed in the deed, hereby covenants and agrees to pay the Association all Assessments and other fees, charges, levies, or fines imposed in accordance with the Governing Documents.

4.5 Purpose of Assessments. Assessments shall be used for the purpose of promoting the health, safety, and welfare of the Owners and enhancing the value, desirability, and attractiveness of the Property. The Association may use the Assessments to, among other things, pay the cost of taxes and insurance on the Common Areas, maintain, repair, and improve the Common Areas and HOA Maintenance Areas, establish and fund a reserve to cover major repairs or replacement of improvements within the Common Areas and HOA Maintenance Areas, pay for any litigation expenses, and to pay any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions, or purposes under the Governing Documents.

4.6 Regular Assessments. Regular Assessments shall be made on a monthly basis, or any alternative frequency as the Board may establish. The amounts and allocations of each Regular Assessment, along with the dates for payment of such Regular Assessments, shall be established by the Board. The Board has discretion to determine the appropriate allocation among Owners for each Regular Assessment, including whether to determine such allocation based on square footage of each Lot or otherwise. Regular Assessments shall be charged against each Lot from the date it is sold by Declarant. Regular Assessments for a partial year shall be pro-rated. Upon Developer's sale of a Lot, the Lot shall be assessed to one half of the Regular Assessment until the earlier to occur of (i) the date the Owner receives ACC approval of plans and specifications to construct a Residence on the Lot, (ii) the

date the Owner receives a building permit to construct a Residence on the Lot, or (iii) the date that is two years after Declarant's sale of the Lot.

4.7 Special Assessments. The Board may levy a Special Assessment payable over such a period as the Board may determine for the purpose of defraying, in whole or in part, any expense or expenses not reasonably capable of being fully paid with funds generated by Regular Assessments. Notice in writing of the amount of any Special Assessments and the time for their payment shall be provided to the Owners by the Board as soon as is reasonably practicable. Payment shall be due on the dates and in the manner determined by the Board and provided in the notice.

4.8 Individual Assessments. In addition to the Regular and Special Assessments authorized above, the Board may levy Individual Assessments against a Lot and its Owner for (a) administrative costs and expenses incurred by the Board in enforcing the Governing Documents, Restrictions, and Rules against the Owner or the Occupants of the Owner's Lot, (b) costs associated with the maintenance, repair, or replacement of Common Areas or HOA Maintenance Areas caused by the actions of an Owner or the Occupants of the Owner's Lot, (c) any charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or by the Board, including, without limitation, action taken to bring a Residence or its Owner into compliance with the Governing Documents, (d) costs of providing services to the Lot upon request of the Owner, and (e) attorneys' fees, court or collection costs, fines, and any other charges relating to any of the foregoing, regardless of whether a lawsuit is filed.

4.9 No Offsets. All Assessments shall be payable in the full amount specified by the Association. No Owner shall offset or withhold any portion of such amount for any reason.

4.10 Declarant's Exemption from Assessments. Notwithstanding anything contained in the Governing Documents or this Declaration to the contrary, Declarant shall not be obligated to pay Assessments on any Lot owned by Declarant. In addition, Declarant may exempt Lots owned by affiliates of Declarant, such as Developer, from the payment of Assessments during the Period of Declarant Control.

4.11 Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees, shall constitute and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made, and (b) the personal obligation of the Person that is the Owner of the Lot at the time the Assessment falls due. No Owner may exempt himself or such Owner's Lot from liability for payment of Assessments by waiver of such Owner's rights concerning the Common Areas or HOA Maintenance Areas or by abandonment of such Owner's Lot. Upon transfer or conveyance of a Lot, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments, interest, late fees, collection costs, and attorneys' fees applicable to such Lot at the time of such transfer or conveyance, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore.

4.12 Billing and Collection. The Board shall have the authority to adopt Rules setting forth procedures for the billing and collection of Assessments. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until such Owner has been given at least thirty (30) days' written notice of the Assessment or charge and of the amount so owed.

4.13 Due Dates, Delinquency, and Collection Charges. The Board shall have authority to adopt Rules regarding the due dates for payment of Assessments, the time before a payment becomes past due and delinquent, and the late fees to be charged for delinquent payments.

4.14 Late Fees and Interest. If the Board does not otherwise adopt billing and collection procedures, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25.00) late fee each month until the Owner's account (including all collection charges, fees, and costs) is paid in full. Interest shall accrue on all unpaid balances at the rate of ten percent (10%) per annum. Collection charges, interest, and late fees shall constitute a part of the Assessment lien until paid in full.

4.15 Collection Actions. The Association may exercise any or all of the following remedies to collect delinquent Assessments:

(a) The Association may suspend such Owner's voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under the Governing Documents against the Owner of the Lot from the date of which the Assessment, fine, or charge is due. This lien shall arise and be perfected as of the date of the recording of this Declaration. In accordance with any relevant provision of the Idaho Code, when an Assessment, fine, or charge is past due, the Association may file a notice of lien in the records of Bannock County against the applicable Lot. Once filed, such lien shall accumulate all future Assessments, fines, or charges and any other costs chargeable to the Lot or such Lot's Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as permitted by applicable law. The lien of the Association shall be superior to all other liens and encumbrances except (1) a lien or encumbrance recorded before this Declaration, (2) a first or second security interest on the Lot secured by a mortgage or deed of trust recorded before the Association's notice of lien, and (3) a lien for real estate taxes or other governmental assessments against the Lot. The Association, through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire, hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above.

(d) The Association may terminate a delinquent Owner's right to use the Common Areas.

(e) In any action to collect delinquent Assessments, all fees and expenses incurred by the Association, including but not limited to attorney fees, shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment. In the event the delinquent Assessment is placed with a licensed collection agency, Owner agrees to pay a collection fee equal to fifty percent (50%) of the outstanding balance of the delinquent Assessment at the time the account is placed with the collection agency, which shall be added to the delinquent Assessment and lien and shall be collected simultaneously with, and in the same manner as, the delinquent Assessment.

(f) The Association shall have any other remedy available to it, whether provided in the Governing Documents, at law, or in equity.

(g) Any payments or amounts received on delinquent Assessments or other charges shall be credited first to collection costs (including attorneys' fees), then to interest and late fees, then to the oldest Assessments, and finally to the most recent Assessments.

4.16 Power of Sale. The Association shall have all rights of foreclosure granted by the Idaho Code, both judicially and non-judicially.

4.17 Association Responsibility After Foreclosure. If the Association takes title to a Lot pursuant to a foreclosure, the Association shall not be bound by any of the provisions related to the Lot that are otherwise applicable to any other Owner

4.18 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Lot. Reliance on such certificate may not extend to any default as to which the signor shall have had no actual knowledge.

Article 5 - EASEMENTS AND RIGHTS IN COMMON AREAS

5.1 Utility Easement. The Project is subject to a utility easement over, across, above, and under all road rights-of-way and Common Areas for ingress, egress, installation, maintenance, repair, and replacement of utilities installed by Declarant or Developer, such as water, sewer, gas, phone, internet, electricity, data, video, and cable.

5.2 Landscape Easement. A Project is subject to a Landscape Easement within the public utility easement described in the Plat, covering the area between each road surface and the adjacent sidewalk within the Property. The Landscape Easement shall be maintained by the Association as determined by the Board. No Owner shall make any alteration or improvement to the Landscape Easement without the prior written consent of the Association, or do or permit anything within the Landscape Easement that impedes or interferes with the Association's maintenance thereof.

5.3 Fence Easement. Whenever a fence or retaining wall constructed on a Lot under plans and specifications approved by the ACC is located within five feet of the boundary line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed five feet from the Lot line) for the limited purpose of maintaining and repairing such wall or fence. The Owner of such easement shall promptly repair and remediate any damage to the adjoining Lot caused by the maintenance or repair of such wall or fence.

5.4 Use of Common Areas. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. A Member's right for the use and enjoyment of the Common Areas shall be subject to the following:

(a) The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing any governmental or municipal service.

(b) The right of the Association to suspend the right to use the Common Areas by an Owner for (1) any period during which any Assessments against such Owner's Lot remain unpaid or (2) violation of any of the Rules or Regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water, or storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Board.

Article 6 - MAINTENANCE

6.1 Association Maintenance.

(a) The Association shall maintain, repair, and replace the Common Areas and HOA Maintenance Areas together with all improvements thereon and all easements appurtenant to the Common Area including, but not limited to, common landscaped areas, private utility lines owned or controlled by the Association that serve more than one Residence, and personal property owned by the Association. The Association shall have no obligation to perform any maintenance and/or repair of any part of a Lot, Residence, or any other landscaping installed by an Owner.

(b) The Association shall maintain a pressurized irrigation system to supply canal water from the Fort Hall Irrigation Project to each developed Lot. This system includes all irrigation mainlines and equipment located on or under roadways, Common Areas, HOA Maintenance Areas, or other maintained areas, including any sump or pumphouse facilities and equipment. The Association may filter all canal water provided to the Lots but makes no guarantees regarding the amount of filtering to reduce sediment, seeds, or organisms. Irrigation water will not be potable. Additionally, the Association shall have no responsibility to maintain such equipment located on or under Lots.

(c) The Association shall landscape and maintain the Landscape Easement.

(d) The Association may provide for snow removal on any Common Areas.

(e) The Association has the right to remove any personal property, debris, or trash from the Common Areas and HOA Maintenance Areas in order to fulfil its maintenance obligations as detailed herein.

6.2 Owner Maintenance.

(a) Each Owner shall have the obligation to provide interior and exterior maintenance of their Lot and Residence, including but not limited to the maintenance, repair, and replacement of sidewalks, driveways, structural elements of the Residence, foundations, windows, doors, and utility lines that solely service the Lot or Residence.

(b) Each Owner shall paint, repair, and otherwise maintain the exterior of his Residence in compliance with Association standards and shall maintain, repair, and replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems.

(c) Each Owner shall be responsible for performing all snow removal on the sidewalks and driveways located on their Lot.

(d) In general, Owners must keep their landscaping in good and presentable condition that does not distract from or diminish the value of other Lots. The landscaping responsibilities of each Owner for their applicable Lot shall include, but not be limited to, regular mowing and trimming of the lawn, general weed control, proper care of all plants, trees, shrubs, flowers, etc., and proper watering. The Owners shall use canal water for exterior purposes such as in connection with sprinkler systems or exterior hoses and outdoor faucets.

(e) Owners shall be responsible to maintain, repair, replace, and remove (upon ACC approval) fences which mark the boundaries of their Lots. When such fences serve, benefit, or otherwise mark a boundary of two or more Lots, the responsibility and cost to maintain, repair, replace, and remove the shared portion of such fences shall be borne pro rata by all Owners bounded thereby.

6.3 Owner Maintenance Neglect. Without any liability for trespass, damage, or otherwise, in the event an Owner violates the Governing Documents, Restrictions, or Rules by failing to properly maintain or repair such Owner's Lot or Residence, the Association shall have the power and authority to enter upon such Lot and Residence for the purpose of maintaining and repairing such Lot or Residence or any improvement thereon. The Board shall have the sole authority and discretion to decide whether an Owner has failed to meet its maintenance or repair obligations. Except as necessary to prevent personal injury or property damage in an emergency, the Association shall first provide the applicable Owner with reasonable notice and an opportunity to cure before exercising the power granted herein. All costs incurred by the Association in remedying Owner maintenance or repair neglect shall be an Individual Assessment against the Owner's Lot. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents, Restrictions, and Rules, or to enforce by mandatory injunction or otherwise all the provisions of the Governing Documents, Restrictions, and Rules.

Article 7 - USE RESTRICTIONS

7.1 Rules. The Board has authority to issue (i) Rules expanding, clarifying, or otherwise amending the use restrictions contained in this Article, and (ii) new Rules imposing additional use restrictions not contemplated by this Article.

7.2 Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots.

7.3 Use of Lots and Residences. Each Lot and Residence shall be used only as a single-family dwelling. No gainful occupation, business, trade, or other nonresidential use shall be conducted on any Lot or Residence except with the prior written consent of the Board and applicable governmental entities. In addition, no form of temporary housing is authorized on any Lot or otherwise within the Project. Notwithstanding the foregoing, activities otherwise prohibited by this Section are permitted without Board approval if only normal residential activities would be observable outside of the Residence, the business activity does not involve persons coming on to the Project who do not reside in the Project, the business activity does not involve the solicitation of Occupants or Owners, the business will not result in the increase of the cost of the Association's insurance, and that the activities would not be in violation of applicable local ordinances.

7.4 New Construction. All improvements shall be newly constructed on the Property. No pre-built, pre-fabricated, or modular structures are permitted without prior written ACC approval.

7.5 Commencement of Construction; Repurchase Option. Within two years after Developer sells any unimproved lot, the Owner shall commence construction of a Residence on the Lot. Developer shall have the option to repurchase any Lot for which the Owner does not within two years have ACC approval of plans, a building permit, and commence construction of a Residence. This option shall entitle Developer to repurchase the Lot for the same price Developer sold the Lot, less any unpaid real estate taxes and assessments as of the date of repurchase. This option shall be in effect until the Owner commences construction of a Residence on the Lot. Developer may exercise this option by giving at least 30 days written notice to the Owner either by certified mail, return receipt requested, or by personal delivery. All closing costs shall be divided equally between Developer and Owner.

7.6 Completion of Construction. Each Residence must be completely constructed within one year after construction commences. If such work is not completed within such period, the Association may impose a penalty not to exceed one thousand dollars per month, levied against such Lot and its Owner as an Individual Assessment.

7.7 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Residence, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Residences, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Lot which would result in an increase in the cost of the Association's insurance or which would cause the improvements within the Project or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

7.8 Pets. Domestic pets may be kept in Residences or in backyard kennels that are screened from view from any street or adjoining Lot. Domestic pets must be kept in conformance with local government requirements but may not be bred or commercially boarded. All pets must be kept and contained on the Owner's Lot via fence or leash at all times. No animals may create a nuisance to the neighborhood, hazard to people, or be allowed to be at large. No livestock (pigs, goats, cows, horses, etc.) shall be kept in, on, or about the Project. Pets may not create a nuisance, either by way of causing damage to property, creating unsanitary conditions, barking or making disturbing noises in an excessive, continuous, or untimely fashion, or otherwise.

7.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Residence or appurtenant structures, as the Board may determine in its sole discretion. Any such permitted machinery or equipment must be stored inside a garage, shop, or accessory building when not in use or may be stored behind a Residence so long as any view of such machinery or equipment is blocked by a fence that conforms with the provisions of 8.7 and the Board approves any such storage. No inoperable or non-working vehicles, motorcycles, ATVs, UTVs, RVs, trailers, etc. are permitted unless enclosed inside a garage, shop, or accessory building with doors shut (except for ingress and egress). No junk yards, unsightliness, blight, or nuisance.

7.10 Nuisances. No Owner or Occupant shall create, maintain, or permit a nuisance in, on or about the Property. For purposes of this Section a "nuisance" includes any behavior which annoys,

disturbs, or interferes with other Owners or Occupants or interferes with their right to the quiet and peaceful enjoyment of their property. The Board shall have the sole and absolute discretion and authority to determine if an activity or condition constitutes a nuisance.

7.11 Signs. The Board may regulate and restrict signs in the Project to the extent permitted by law. Unless otherwise designated in the Rules, "For Sale" or "For Rent" signs not exceeding 5 square feet may be placed on Lots. Declarant and Developer shall not be subject to any sign restrictions adopted by the Board.

7.12 Trash Containers. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Such containers shall be maintained as not to be visible from the street view except to make them available for collection for a reasonable amount of time as determined by the Board.

7.13 Parking. Vehicles shall not be parked on a roadway at an entrance to or in front of driveways or walkways or at any other location within the Project which would impair vehicular or pedestrian access or snow removal. No long-term parking (longer than 48 hours) is permitted along the sides of any roadways, in driveways, or along the front face of any Residence. The parking restrictions contained herein apply to all vehicles, RVs, boats, trailers, or the like. Any vehicles parked in violation of the restrictions contained herein may be towed by the Association at the expense of the vehicle's owner.

7.14 Leases. An Owner is permitted to lease such Owner's Residence. All costs incurred by the Association to enforce the terms of the Governing Documents against a tenant shall be assessed to the Owner as an Individual Assessment. Notwithstanding the foregoing, short-term leases or rentals for any period less than thirty (30) days are prohibited, whether through services such as Airbnb, VRBO, or otherwise. This restriction on short-term rentals is agreed to in writing by Declarant, as the owner of the Property, and is intended to comply with the restrictions set forth in Idaho Code § 55-115(3) and any successor statutes or regulations thereto.

7.15 Water and Sewer Service. Each Lot shall connect to and pay for water and sewer service provided by the City of Chubbuck in accordance with the terms and conditional of all agreements between Developer and the City of Chubbuck therefor. Until the Project is annexed into the City of Chubbuck, water and sewer rates charged to the Project will be 150% of the rates charged to residents of the City of Chubbuck.

7.16 Variances. The Board may, at its option and in extenuating circumstances, authorize variances from the Restrictions set forth in this Article or any Rules adopted by the Board. Such variances must be in writing and must be signed by all of the members of the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 8 - ARCHITECTURAL CONTROLS

8.1 Purpose. The purpose of Restrictions contained in this Article related to architectural designs and controls is to preserve and maintain a consistent, desirable, and attractive appearance of the Lots and Residences throughout the Project in order to maintain and improve the property value of all such Lots and Residences for the mutual benefit of all Owners.

8.2 Architectural Control Committee. The Board may appoint a three (3) member Architectural Control Committee, the function of which shall be to ensure that all improvements and landscaping within the Project harmonize with existing surroundings and structures. The ACC need not be composed of Owners. If the ACC is not appointed, the Board shall perform the duties required of the ACC. Declarant and/or Developer shall act as the ACC during the Period of Declarant Control.

8.3 Review of Proposed Construction.

(a) No building or other structure of any nature may be built, placed, altered, or permitted to remain on any Lot without the prior written construction approval of the ACC. Approval from the ACC will be necessary for the construction of a Residence, any exterior additions or remodeling of an existing Residence, the construction of shops, garages, sheds, greenhouse, or other outdoor building, and all fencing and landscaping. All construction must be done in accordance with all applicable laws, regulations, and ordinances, including zoning ordinances and setback regulations. Any proposals for new construction must be approved in writing by the ACC. The ACC shall approve proposals, plans, and specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby will (1) comply with the Governing Documents, including the Restrictions contained herein and any Rules adopted by the Board or the ACC, (2) be in harmony with the overall appearance of the Project and the other Lots and Residences therein, and (3) not be detrimental to the Project or require upkeep and maintenance that could become a burden on the Association.

(b) The ACC may condition its approval of proposals or plans and specifications upon such changes or modifications as it deems appropriate and may require submission of additional plans and specifications or other information before approving or disapproving such proposal.

(c) The ACC may establish Rules setting forth procedures for the required content of applications and plans submitted for approval. Such Rules may require a fee to accompany each application for approval.

(d) The ACC may establish Rules setting forth specific guidelines and regulations regarding design and style elements, landscaping, fences, and other architectural guidelines.

(e) The ACC may require such detail in plans and specifications submitted for its review as it deems proper. Along with any additional plans or specifications requested by the ACC, each Owner seeking construction approval from the ACC shall be required to submit the following documents: (1) one complete set of construction plans, which shall include floor plans, elevations, and exterior material specifications; (2) elevations of structures in relation to existing and finished grades; (3) a plot plan showing the location of all structures on the Lot; and (4) a site grading plan depicting a storm water drainage plan which shall depict how all post construction drainage will be retained on the Lot. Drainage areas must be capable of containing at least one (1) inch of runoff water created from any post construction hard surfaces (e.g. roofing, driveways, sidewalks, etc.).

(f) The ACC approval or disapproval shall be in writing. If the ACC, or its designated representatives, fail to approve or disapprove proposed construction within thirty (30) days after sufficient plans and specifications have been submitted to the ACC, or if no suit to forbid the construction has been initiated by the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8.4 ACC Guidelines. In addition to such Rules as may be adopted by the Board, all Residences and improvements within the Project shall conform to the guidelines adopted by the ACC in its sole discretion related to architectural and landscape designs, construction, and materials.

8.5 Solar Panels. Owners are authorized to construct or install solar panels on their Residences. However, any such solar panels must be on the back of the applicable Residence and hidden from view from the street whenever possible. The ACC shall determine the specific location where solar panels and collectors shall be installed in accordance with Idaho Code § 55-115(4) and any successor statutes or regulations thereto. All solar panels and collectors must be parallel to the roof line, conform to the slope of the roof, and any frame, support bracket, or visible piping or wiring must be painted to coordinate with the roofing material.

8.6 Soffit Overhang. All roof structures must have soffit overhangs of at least one foot.

8.7 Fencing. All fences shall be constructed out of 6-foot white privacy vinyl or such other material, type, and color as approved in advance by the ACC. Fencing setbacks shall be in conformity with all applicable codes and regulations. Fences are not permitted in front of any side of a Residence facing a street. The ACC shall determine and approve permitted materials and installation of fences. Any removal of fences must also be approved by the ACC.

8.8 Garages. Each Residence will be required to have a minimum of a two-car garage with an interior width of not less than 24 feet. Residences that are less than 2,000 finished square feet above grade are required to have a side load garage with doors on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC. Side load garages must setback 30 feet from the Lot line. Residences that are 2,000 finished square feet or more above grade are not required to have a side load garage, but must have the garage on the side of the Residence furthest from the nearest entrance to the neighborhood or as otherwise directed by the ACC and front load garages may not exceed a usual and customary three car garage with a setback of 20 feet from the sidewalk to allow for parking without blocking pedestrians. Also, front load garages may not protrude more than 10 feet from other front faces of the Residence.

8.9 Detached Structures. The construction of any exterior detached structures on a Lot, including any shops, garages, sheds, or greenhouses, must be approved in advance by the ACC. Unless otherwise approved by the ACC, any such structure must match the same general appearance as the Residence on the same Lot, including use of the same or similar colors, building materials, and general architecture design. No detached structure is to be used for sleeping or living purposes. The front face of detached structures must be at least 24 feet behind the front face of the Residence.

8.10 Minimum Residence Size. The intent of the ACC is to ensure that all Residences are in harmony in exterior design and the location of surrounding structures. The minimum size for a Residence, exclusive of open porches, garages, and basements, shall be as follows:

- (a) One Level: 1500 square feet above grade.
- (b) Two Story: 1200 square feet on the main level and a minimum of 800 square feet on the upper level.
- (c) Split Entry: 1500 square feet above grade.
- (d) Three or more Levels: 1500 square feet total finished area on the upper two levels.

8.11 Exteriors. All roofs must have a 6/12 pitch or steeper. Vinyl siding will not be allowed in the Project. Metal continuous siding, stone, brick, stucco (with approved methods and contractors), and LP/Hardy Plank pre-painted/paintable wood composite siding will be allowed on all exteriors for all structures. The ACC may require wainscoting or other architectural elements and finishes to enhance the appearance of the Residence or improvement from streets within the Project.

8.12 Lot Grading. Each Lot shall have on-site Lot grading that facilitates protection of any improvements from any abnormal runoff created by the subdivision improvements or adjacent properties.

8.13 Driveways. All access driveways shall have a wearing surface of concrete or other hard surface material approved by the ACC, and shall be graded to assure proper drainage. Each Owner is responsible to install a four-inch diameter conduit across and under their driveway to enable the Association to connect sprinkler lines within the Landscape Easement on both sides of the driveway.

8.14 Towers and Antennas. No tower, satellite dish, or other separate structure for the transmission or reception of radio or television signals shall be erected which will exceed the height of the house, shop, or accessory building constructed on that lot. The use of satellite dishes less than twenty-four (24) inches in diameter is permitted. Any tower built for the reception or transmission of radio or television signals shall first be approved by the ACC.

8.15 Utilities. All gas, electrical, telephone, television, and other new utility lines installed by Declarant or any Owner are to be underground except for minor above-grade appurtenances. No propane tanks or oil tanks may be installed on any Lot except for temporary heat during construction.

8.16 Landscaping and Sprinkler Systems. Owners are required to install a sprinkler system, complete all landscaping, and connect to the pressurized irrigation system of the Project within nine months of a certificate of occupancy being issued for the Residence.

8.17 No Waiver. The approval by the ACC of any proposals or plans shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans, or specifications.

8.18 Non-liability. Neither the ACC nor any member thereof, nor its duly authorized representatives, shall be liable to the Association or any Owner, Occupant, or applicant for any loss, damage, or injury arising out of or in any way connected with the performance of the ACC's duties hereunder. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be construed in any way to relate to, structural safety of building and improvements or their conformance with buildings or other codes.

8.19 Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or Developer, or their duly authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing, or sale of property within the Project. Furthermore, the provisions of this Declaration which prohibit or restrict non-residential use of Residences, regulate parking of vehicles, and restrict signage, banners, and the like, shall not prohibit the construction and maintenance of model homes by Declarant, Developer, and/or other persons engaged in the construction of residences within the Project. Declarant and Developer may use Lots and other areas for parking in connection with the showing of model homes or for vehicles necessary for development and construction activities.

8.20 Variances. The ACC may authorize variances from compliance with any of the architectural provisions of this Declaration or Rules adopted by the ACC when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental consideration may require. Such variances must be in writing and must be signed by the ACC. If a variance is granted, no violation of the Governing Documents shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate as a waiver, continuing or otherwise, of any Restrictions of the Governing Documents or Rules, nor shall it affect an Owner's obligation to comply with all governmental laws and regulations.

Article 9 - ENFORCEMENT

The Association, Declarant, or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration and other Governing Documents, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Occupants, guests, and invitees shall be personally liable for any fine assessed as a result of their action in violation of the provisions of the Governing Documents. Failure to enforce any covenant or restriction within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

Article 10 - ANNEXATION OF ADDITIONAL LAND

10.1 By Declarant. During the Period of Declarant Control, Declarant may at any time, in its sole discretion, annex Additional Land into the Project, without the approval of any Owner or the Association. Declarant's right to annex Additional Land shall not expire until the Declarant records in the real property records of Bannock County, Idaho, a declaration stating that Declarant elects to not add any further Additional Land to the Project.

10.2 By Association. Following the Period of Declarant Control, the Association may annex Additional Land into the Project upon the approval by at least two-thirds (66.6%) of the votes of the Association.

10.3 Method of Annexation. The annexation of Additional Land shall be accomplished by recording an Annexation Declaration executed by Declarant or the Association, as the case may be, and by the owner of the Additional Land. Thereupon the Additional Land shall be part of the Property and shall be subject to this Declaration and encompassed within the general plan of the Project, subject to any modifications set forth in the Annexation Declaration

10.4 Annexation Declaration. Each Annexation Declaration shall (i) reference this Declaration, (ii) state that the provisions of this Declaration apply to the Additional Land, and (iii) include a legal description of the Additional Land. Each Annexation Declaration may limit or modify the functions, powers, and jurisdiction of the Association over the Additional Land, and may establish additional or different land classifications, lot sizes, assessment rates, use restrictions, building types, ACC guidelines, covenants, conditions, restrictions and easements for the Additional Land that is subject thereto. There is no limitation on the number of Lots or Common Areas that Declarant may annex into the Property, except as may be established by applicable ordinances of Bannock County. The Association along with all Owners, Members, and Occupants waive the right to publicly protest or oppose any annexation of Additional Land into the Property as provided herein.

10.5 Rights and Obligations of Owners of Annexed Land. Upon the recording of an Annexation Declaration, all provisions contained in this Declaration shall apply to the Annexed Land in the same manner as if it were originally subject to this Declaration, subject to such modifications, changes, and deletions as are specifically provided in the Annexation Declaration. The Owners of Lots located in the Annexed Land shall become members of the Association, shall be entitled to voting rights in the Association as set forth in Article 3, and shall become liable for their appropriate share of Assessments. Title to Common Areas which are to be owned and managed by the Association within said Additional Land shall be conveyed to the Association, free and clear of all encumbrances except for encumbrances of record and those set forth in this Declaration or the Annexation Declaration applicable to such Additional Land.

10.6 Withdrawal of Land. During the Period of Declarant Control, Declarant may withdraw all or any portion of the Property, including previously annexed Additional Land, from the Project, this Declaration, applicable Annexation Declarations, and from the jurisdiction of the Association so long as Declarant is the owner of the withdrawn Property and provided that a Declaration of Withdrawal is recorded in the Office of the Bannock County Recorder in the same manner as an Annexation Declaration. Following the Period of Declarant Control, the Association may withdraw all or any portion of the Property from the Project upon the approval of seventy-five percent (75%) of all members of the Association and written approval of Declarant if Declarant owns any portion of the Property. Upon the withdrawal of any Property, all voting rights otherwise allocated to Lots being withdrawn shall be eliminated, and the common expenses shall be reallocated to the remaining Lots.

Article 11 - SPECIAL DECLARANT RIGHTS

11.1 Improvements. Declarant hereby reserves the right, without obligation, to construct:

- (a) Any improvement shown on the Plat or included in the Project;
- (b) Any Lots and corresponding Residences upon all or any portion of the Additional Land and the addition of the same to the Project; and
- (c) Any other buildings, structures, or improvements that Declarant desires to construct in the Project, or any other real estate owned by Declarant, regardless of whether the same ever become part of the Project.

11.2 Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of Declarant and/or Developer in this Declaration and the Governing Documents and shall include, among others, and regardless of anything in the Declaration to the contrary, the following rights, which shall remain in effect for the maximum period allowed by law, which may exceed the Period of Declarant Control:

- (a) the right to maintain sales offices, model Residences, and signs advertising the Project or any Residence at any location in the Project;
- (b) the right to use easements through the Common Areas as set forth in this Declaration;
- (c) the right to dedicate the roads and streets within the Project for and to public use, to grant road easements with respect thereto, and to allow such street or road to be used by owners of adjacent land;

- (d) the right to convert any part of the Project to a different regime of residential ownership;
- (e) the right to create or designate additional Common Areas within the Project;
- (f) the exclusive right to act as the Board, or appoint or remove Board members in Declarant's and/or Developer's sole discretion, during the Period of Declarant Control;
- (g) unless expressly and specifically bound by a provision of the Governing Documents, Declarant and Developer shall be exempt from the provisions of the Governing Documents;
- (h) the right to withdraw land from the Project;
- (i) the right to set all Assessments for the Association during the Period of Declarant Control, including Regular, Special, and Individual Assessments;
- (j) the right to set all fines and fees for the Association during the Period of Declarant Control;
- (k) the exclusive right to amend any of the Governing Documents during the Period of Declarant Control without approval from any Members; and
- (l) the right to exert any right allowed to the Board, the ACC, or the Association during the Period of Declarant Control.

11.3 Interference with Special Declarant Rights. Neither the Association nor any Owner may take any action or adopt any Rules that interferes with or diminishes any Special Declarant Right contained in this Declaration without Declarant's prior written consent. Any action taken in violation of this Section shall be null and void and have no force or effect.

11.4 Limitation on Improvements by Association. Until such time as the earlier of the following events occur: (a) termination of the Period of Declarant Control, or (b) such time as Declarant chooses, neither the Association nor the Board shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas created or constructed by Declarant or Developer, other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally constructed or created by Declarant or Developer.

11.5 Transfer of Special Declarant Rights. The Declarant or Developer may transfer, convey, or assign its rights created or reserved under this Declaration to any Person in whole or in part. The Declarant's or Developer's successor shall enjoy any and all rights set forth in the Declaration regardless of whether such rights are stated to be transferable. All references in the Governing Documents to Declarant and/or Developer shall equally apply to its successor.

11.6 Changes by Declarant or Developer. Nothing contained in this Declaration shall be deemed to affect or limit in any way whatsoever the right of the Declarant or Developer, or their successors or assigns, to sell or to change the location, design, method of construction, grade, elevation, or any other part or feature of a Lot and Residence prior to the contracting for the conveyance of the Lot to a purchaser.

11.7 Easements Reserved to Declarant and Developer.

(a) The reservation to Declarant and Developer, and their successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction, and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant or Developer necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to the Declarant and Developer, and their successors and assigns, of a nonexclusive easement and right-of-way in, through, over, and across the Common Area for the storage of building supplies and materials, parking of construction vehicles, erection of temporary structures, trailers, improvements or signs necessary or convenient to the development of the Project, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of utility services, and related services and facilities.

(e) The Declarant and Developer reserve unto themselves and their successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way, or easements, including easements in the areas designated as "open space" and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way, or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Declarant.

(f) Declarant and Developer reserve unto themselves and their successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but neither Declarant nor Developer shall not be under any obligation or duty to do such grading or to maintain any slope.

(g) The easement rights granted herein to Declarant and Developer may be shared with or assigned by Declarant or Developer to the Association to the extent necessary or desirable, in Declarant's and/or Developer's sole discretion, to permit the Association to perform its obligations under any of the Governing Documents.

Article 12 - RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times and upon reasonable notice of at least 48 hours to enter upon any Lot on the areas located outside the exterior boundaries of a Residence, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs, and to correct any violation of any of the Governing Documents. The notice set forth in this Section shall not be necessary in case of an emergency threatening other Residences, Owners, Occupants, or other parts of the Project. Nothing in this Section shall be construed to authorize the entry of the Association into the interior of a Residence (even in the event of an emergency) without the consent of the Lot Owner and under any terms or conditions set forth by such Owner. Owners shall maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have for notice purposes. Owners shall be responsible for any costs incurred by the Association as a result of entering a Lot under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

Article 13 - AMENDMENTS

13.1 Amendments by Declarant. During the Period of Declarant Control, the Governing Documents may only be amended with the affirmative written consent of Declarant without any additional approval required.

13.2 Amendments by Association. After the Period of Declarant Control has expired, this Declaration may be amended upon the affirmative vote of at least sixty-seven percent (67%) of the voting interests of the Association. No meeting shall be required for an amendment if the required vote for approval is obtained by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the Bannock County Recorder. In such instrument, the Board shall certify that the vote required by this Section for amendment has occurred.

Article 14 - MISCELLANEOUS

14.1 Notices. Any notice required or permitted to be given to any Owner according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, texted, or mailed, postage prepaid, to the Person who appears as an Owner in the records of the Association at the time notice is sent. If no email, phone number, or mailing address has been provided, the physical address of the Lot owned by said Owner shall be used for notice purposes. Unless an Owner notifies the Association in writing that they desire to receive notices via USPS mail, each Owner shall provide to the Association an email address that the Association may use to affect notice as described herein, along with a telephone number that can receive texts. Any notice sent via email or text shall be deemed to be delivered once the notice has been sent to the email address or phone number on file with the Association. Any notice sent by mail shall be deemed delivered when deposited in the United States mail. The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or Owners, in any manner that this Section allows, shall be deemed conclusive proof of such delivery. Notice to the Association shall be delivered by registered or certified United States mail postage prepaid, to the registered agent with the Idaho Secretary of State. The Association shall have the right to designate an email or USPS mailing address for receipt of notices hereunder by Rule.

14.2 Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a

meeting, consents in writing to such transaction from Members entitled to cast the required percentage of membership votes.

14.3 Dissolution. After the Period of Declarant Control, the Association may be dissolved by the affirmative assent in writing 90% of the Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas and HOA Maintenance Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in this Declaration.

14.4 Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

14.5 Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

14.6 No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in any of the other Governing Documents, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

14.7 Security. Neither Declarant, Developer, nor the Association shall in any way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Each Owner agrees by purchasing a Lot in the Project that the Association, Declarant, Developer, and the Board are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION, DECLARANT, DEVELOPER, AND BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

14.8 Effective Date. The Declaration and any amendment hereof shall take effect on the date it is recorded in the office of the Bannock County Recorder.

14.9 Annexation. The City of Chubbuck is providing various municipal services to the Project and individual Lots. All Owners are provided notice that the City of Chubbuck may and is authorized to annex the Project, or a portion thereof, into the city limits of the City of Chubbuck. The Association along with all Owners, Members, and Occupants waive the right to protest any such annexation and any such opposition is null and void.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed.

DECLARANT

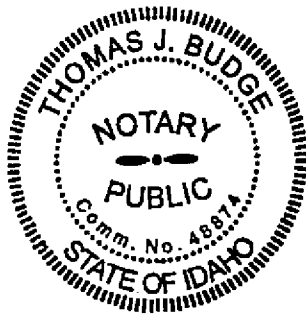
Rio Vista Land, LLC

Dated: 3/2/2020

By: [Signature]
Dannis Adamson, Manager

STATE OF IDAHO)
 : ss.
County of Bannock)

This record was acknowledged to me on this 2nd day of March, 2020, by Dannis Adamson as Manager of Rio Vista LLC.



[Signature]
Notary Public for Idaho
My Commission Expires: 12-21-2024

Exhibit A

Westfield Estates – Division I

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 5, SAID POINT BEING MONUMENTED BY A 5/8" IRON ROD WITH PLASTIC CAP AS DESCRIBED IN CORNER PERPETUATION RECORDED AS INSTRUMENT NO. 21103118 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE NORTH 1°59'09" WEST, ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 783.33 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 351.78 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 156.18 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 43.01 FEET;

THENCE SOUTH 0°31'37" EAST A DISTANCE OF 180.50 FEET;

THENCE NORTH 89°28'23" EAST A DISTANCE OF 712.49 FEET;

THENCE NORTH 49°40'03" EAST A DISTANCE OF 250.41 FEET TO A POINT ON THE WEST BOUNDARY LINE OF CHILTON SUBDIVISION, A SUBDIVISION RECORDED AS INSTRUMENT NO. 613534 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 1°04'58" EAST, ALONG THE WEST BOUNDARY LINE OF THE SAID CHILTON SUBDIVISION, A DISTANCE OF 629.98 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SAID SECTION 5;

THENCE NORTH 89°29'28" WEST, FOLLOWING ALONG THE SAID LATITUDINAL CENTERLINE OF SECTION 5, A DISTANCE OF 1286.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 16.77 ACRES, MORE OR LESS.