

DECLARATION OF PROTECTIVE C

WATERSTONE DIVISION NO. 5

These covenants amend and restate any existing covenants.

Whereas, WaterStone Division No. 5 (WSD No. 5), an Idaho Limited Liability Company, is the record owner of the following described property, to wit: Located in the SW $\frac{1}{4}$ of section 5, township 4 North, Range 39 East, Jefferson County, Idaho.

Whereas, WaterStone Division No. 5 desires to create thereon a residential development to afford each landowner the natural and structural beauty for the respective landowner's common interest.

Whereas, WaterStone Division No. 5 desires to insure the values and amenities in the development, prevent any future impairment thereof, and subject all the real property to the covenants, restrictions, conditions, easements, charges, and liens thereafter set forth, each of which is for the benefit of each property and each owner thereof.

NOW, THEREFORE, WSD No. 5 hereby declares that all of the property described above (sometimes herein referred to as lands, lots, tracts, subdivision, or property) shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions, and covenants, all of which are declared and agreed to be in the furtherance of the plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the described lands or any part thereof.

RESIDENTIAL AREA COVENANTS

Land use and Building Type

No lot shall be used except for residential purposes. All commercial purposes are strictly prohibited, excepting a home office. All residences erected, altered, placed or permitted to remain on any lot shall have a private garage for not less than three automobiles, and such other storage building of similar type of construction to the house, as may be approved by the Architectural Control Committee (hereafter ACC). No lot of building thereon shall be used as a school, kindergarten, or child day care center. No fence shall be constructed on the canal right-of-way that would prevent the canal company access for maintaining such canal.

DWELLING SIZE

All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date this Declaration is recorded. The total floor area of the main structure shall not be less than 2000 square feet for a one-story dwelling. In the event that a dwelling of more than one story is erected, that dwelling shall have no less than



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3000 square feet, excepting that any residence with 2000 square feet or more, shall have no minimum second story square footage requirements. All residences shall have a private garage of not less than three motor vehicles. All square footage calculations shall exclude square footage below grade. Further, all square footage calculations shall be exclusive of garages, basements, and open porches. COMMON AREAS

QUALITY AND STRUCTURE MATERIAL

All structures on any lot shall be built of substantially new materials. No used structures shall be relocated or placed on any lot. Front, side, and back elevations of every home must contain not less than seventy five percent hard materials on every side, excluding the back of the home. All outbuildings must contain no less than thirty percent hard materials on every side. Hard materials are defined as brick, stucco or stone. The ACC must approve any other hard material used. Garage doors, doors and windows are excluded from the percentage calculations. The ACC must approve Wood as an exterior construction material on a case by case basis. No mobile or manufactured home of any kind, or any home having the same general appearance, shall be permitted on any lot. No building or structure of a temporary nature; trailer, garage or other out-building shall be erected or maintained on any lot at any time. Furthermore, no building shall be permitted on any lot unless erected on a solid foundation of brick, masonry or concrete. Driveways and walkways shall be constructed of concrete, brick, or other suitable hardtop surface with a minimum thickness of two inches or as approved by the ACC. If any driveway is to cross a drainage or decorative ditch, the owner will install, at his own expense, all necessary culverts and coverings prior to the commencement of any other construction on the lot. The ACC must approve the installation of the culvert and any covering. Each lot owner shall be responsible for the construction and maintenance of the prescribed sidewalks passing over or through that owner's lot.

CONTINUITY OF CONSTRUCTION

All structures must be completed insofar as the exterior finish is concerned within twelve months from the date of the issuance of the building permit. All improvements commenced on the lot shall be prosecuted diligently to completion and shall be completed within twelve months of commencement, unless an exception is granted in writing by the ACC. If an improvement is commenced and construction is then abandoned for more than ninety days or if construction is not completed within the required period, then after notice a fine of not less than \$100 dollars per day shall be imposed as a lien against the lot. The owner, and successors, agree that the ACC may record such a lien against the property.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as noted on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained



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continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.

SIGNS

No sign of any kind shall be displayed to the public view on any lot, which detracts from the aesthetic qualities of the WSD No. 5. Small realty signs, builder/contractor signs, and garden signs are permitted. Other signs must be approved by the ACC

HORSES, LIVESTOCK, BIRDS, AND PETS

No animal or livestock of any kind shall be raised, bred, or kept on any lot, excepting dogs, cats, and other domesticated household pets. Dogs, cats, and birds shall not be kept, bred, or maintained for any commercial purposes. All pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than fifty feet from any neighboring dwelling, and to the extent possible such shall be located to the rear of the property. Noisy animals, such as incessantly barking dogs must be controlled by the owner. No animals or pets shall be allowed to run about the development without a responsible attendant. No pets may be kept in unreasonable numbers.

NUISANCES

No noxious or offensive activity, including disturbing noises, offensive odors, or unsightly accumulations, shall exist or be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ELECTRONIC EQUIPMENT

No electronic equipment may be permitted in or on any lot that interferes with the television, radio reception, or Internet access of another lot. Any radio, television antennas, dishes, or Internet access devised must be inconspicuous.

TEMPORARY STRUCTURES

No structure of a temporary nature nor any trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such materials shall be kept in a clean and sanitary condition. During construction, excess building materials and debris shall not be permitted to accumulate.

PARKING: TRUCKS, BOATS, CAMPERS, ETC

The garage must be completed prior to occupancy. No owner's vehicles shall be parked on any street. No boat, motor home, travel trailer, other recreational vehicle, or commercial truck, may



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be stored on any street or on any lot without the same being enclosed or parked no closer than 100 feet from the nearest roadway. Furthermore, no wrecked or junked motor vehicles or motor less vehicles shall be placed upon the premises.

MAINTAINING OF LOTS

All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash, and debris of any kind and must be maintained in such manner as to not detract from the subdivision as a whole.

LANDSCAPING AND TREES

The owner of each lot shall be required to substantially complete all its intended landscaping within twelve months after occupancy of the dwelling. Such landscaping shall be attractive, pleasing, and comely in its appearance. Natural areas are permitted, but must be manicured to prevent weed growth, dead timbers, and fire hazards. The owner shall plant at least four two inch in Diameter or larger trees of the maple, birch, or pine variety (or similar decorative variety) each year after the purchase of the property until a minimum of twelve new trees exist on the lot. Such quantity shall not include the currently existing cottonwood trees. If any of the covenant trees die, a minimum 2nd replacement tree must be planted within six months. The two-inch diameter reference in this section is a caliper measurement.

WELL AND SEWER SYSTEMS

All wells and sewer systems shall conform to all state and county ordinances, regulations, or other requirements for placement within any lot, and shall conform to all requirements for placement and separation from wells and sewer systems on adjacent or contiguous properties. The ACC may require higher standards of engineering for sewage drain fields. No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, or other similar container shall be permitted to exist on any lot. Owner shall conduct no activity on any lot that would result in the presence of any hazardous material or contamination on the property.

ARCHITECTURAL CONTROL

No buildings, fences, or hedges shall be erected, placed, planted, or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot are approved by the ACC as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. The ACC shall approve any fence or wall that is erected, placed or altered.

SIDEWALK

Owner to install 3.5 foot sidewalk prior to receiving their certificate of occupancy from the county.

ARCHITECTURAL CONTROL COMMITTEE

Membership



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The ACC shall be composed of at least three members. Initially, that committee shall be composed of Justin Summers, Erin Summers, and Jed Lowder. In the event that any member ceases to serve, then a resident owner of any lot located in this subdivision shall replace him or her. A majority of the ACC may designate a representative to act for it. In case of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, consistent with the membership requirements. Neither the members of the ACC nor its designated representative shall be entitled to compensation for the services performed pursuant to the Declaration.

Procedure

All plans and specifications submitted to the ACC must be submitted in duplicate and accompanied by a written request for approval. The committee's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval or disapproval and the date thereof affixed to one copy of such plans and specifications. In the event the ACC, or its designated representative, fails to approve or disapprove such plans and specifications within thirty days after the same have been submitted to it, or in any event if not suit to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with.

Variances

The ACC shall have the option of permitting variances to the building restrictions or size and shape of lot or topography make strict application of the restrictions impractical or difficult. The prime concern of the ACC will be that design, exterior finish, and location harmonize with the compliment the natural environment to the fullest extent practicable. Request for variances shall be made to the ACC in writing, and the ACC's decision shall be made in writing within thirty days of the request.

Finality

The ACC's decision shall be final and binding upon all parties concerned.

Non-Liability of Committee Members

Neither the ACC nor any member thereof shall be liable to any owner for any loss, damage or injury arising out of or in any way connected with the performance of the committee's duties hereunder, unless due to the willful misconduct or bad faith. The ACC shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the above described real property generally. The ACC shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features. The ACC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

GENERAL PROVISIONS



Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date of recordation of this Declaration, after which time the covenants shall be automatically extended for successive periods of ten years each, unless an instrument in writing signed by a majority of the then owners of the lots within the subdivision has been recorded, agreeing to change the covenants in whole or in part.

Amendment

Except as otherwise provided in Paragraph above, this Declaration can be amended at any time by a recorded writing executed by all of the then recorded owners of the lots within the subdivision

Enforcement

Enforcement shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration. The ACC has no duty for such enforcement as such covenants are running with the land.

Conflict and Severability

In the event any of the provisions of this Declaration are in conflict with the then existing zoning or building ordinances of Jefferson County, or if applicable, the City of Rigby, Idaho or the statutes or laws of the State of Idaho or the United States of America, such ordinances and statutes shall control. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Canal and Ditch Restrictions

No dwelling shall sit closer than 80 feet from the high water mark of any canal bank. No property owner shall degrade, reduce, manipulate, or affect in any negative way the integrity of the canal banks or the free flow of the water therein. No lot may restrict the access of any canal company from accessing their easement that runs parallel with the banks. Each property owner agrees that any canal company has the right to maintain, build up, clear, and clean the canal, the canal banks, or its easement at any time. No structures will be built over, under, or through the canal without express written consent. No water may be taken from any canal company for any purpose without the appropriate ownership. Additionally, no water may be taken from any canal, ditch or pond without appropriate water rights. Nothing shall be deposited in the ditches, canals, river, ponds, or any other waterway that would pollute the water. The banks of the ponds that fall within the deeded boundaries of a private property owner is to be maintained by that same property owner.

Children

Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Development, including full compliance by them with this rule and with all other rules and regulations. The ACC, Waterstone Development No. 5, nor the

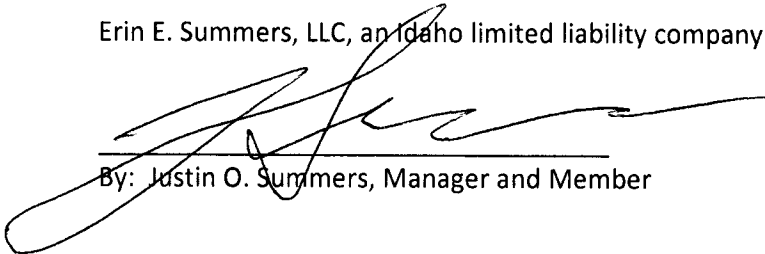


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Canal companies will be responsible for injury or any other unfortunate circumstance that might befall any child or adult associated with the use of any nearby lakes, streams, ditches, parks, or other potentially dangerous environments.

Dated : April 1, 2021

Erin E. Summers, LLC, an Idaho limited liability company


By: Justin O. Summers, Manager and Member

STATE OF Idaho)

ss.

COUNTY OF Jefferson)

On this 10th day of June, 2021, before me, a Notary Public in and for said State, personally appeared **Justin O. Summers**, known or identified to me to be the person whose name is subscribed to the within Instrument as one of the Managers/Members of the **Erin E Summers LLC**, which is known or identified to me to be the entity whose name is subscribed to the within instrument and acknowledged to me that **he** executed the same in said Limited Liability Company's name.



Notary Public of Idaho

Residing at: Idaho Falls, ID

Commission Expires: 1-3-27

