

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CHESTER ESTATES

*Recorded to Replace
Instrument # 586252*

This Declaration of Covenants, Conditions and Restrictions for Chester Estates, Fremont County, Idaho ("Declaration") is made effecting by Bair Larsen Properties, LLC ("Declarant"), an Idaho limited liability corporation.

Declarant, being the owner of the real property described in Exhibit A, attached hereto and incorporated herein by this reference, ("Property") hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following easements, covenants, conditions, and restrictions ("Covenants") as amended from time to time, which "Covenants" are for the purpose of protecting the value and desirability of said Property and which shall run with the Property and be binding on all parties, their heirs, successors and assigns, having any rights, title, or interest in the Property or any part thereof.

Section 1. Definitions

The following terms and phrases used in this Declaration shall be defined as follows:

- A. Homeowners Association or HOA shall mean the Chester Estates Homeowners Association, comprised of all Lot Owners.
- B. Lot shall mean any plot of land numbered and designated as such on a recorded plat of the Property, whether or not improved.
- C. Owner shall mean (a) the person or persons or other legal entity or entities, including Declarant, holding an aggregate fee simple interest in a Lot or, (b) the purchaser of a Lot under an executory contract of sale, but excluding those having such interest as security for the performance of an obligation.
- D. Member shall mean any Lot Owner who is a member of the Homeowners Association.
- E. Homeowners Board shall mean the Board of Directors of the Homeowners Association. It shall be comprised of three (3) elected members and shall be responsible for the administration and enforcement of these Covenants.
- F. Assessments shall mean assessments of the Homeowners Association and includes both regular and special assessments.
- G. Design Committee shall mean a committee consisting of the Homeowners Board whose responsibilities shall be to consider and act upon the proposals for plans submitted for construction upon any Lot within the Property and to administer and enforce, if needed, these Covenants. The initial Design Committee and Board shall be appointed by Declarant. Upon the

sale of seventy-five percent (75%) of the Lots on the Property, the Homeowners Association shall elect three Owners to fulfill the duties of Design Committee and Board as one body. Until this time, Declarant shall constitute the Design Committee and the Board and shall exercise the duties of the Design Committee and the Board with no further approval required.

H. Common Areas shall include the common road, utility easements, and landscaping areas as shown in one or more plats of the Property.

I. Common Services shall mean the roadway maintenance including weed control, snow removal services, and landscaping maintenance in Common Area, utility line maintenance or repair services for the common road and the utility lines located in the right of ways of such roads.

Section 2. General Restrictions

The Property and each Lot within the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

2.1 No Further Subdividing. No Lot may be further subdivided. In addition to the requirements of this Declaration, conformity with all land use regulations of Fremont County shall be required. In case of any conflict, the more stringent requirements shall govern.

2.2 Building Permits, and Setbacks. Building permits must be issued before any improvements will be begun on any lot. Lot line setbacks for all improvements must be in accordance with the Fremont County Development Code and must be reviewed and approved by the Architectural Committee prior to beginning construction.

2.3 Signs and Lighting. No signs or any character shall be placed on or maintained on any Lot except:

- i. One sign advertising the premises for sale or rent, which sign shall not exceed six square feet;
- ii. One sign identifying the name and/or address of the Owner's or occupant's Lot, which sign shall not exceed two square feet;
- iii. One sign posted by the builder to advertise the project.
- iv. No light which is unreasonably bright or causes unreasonable glare on any adjacent Lot shall be emitted from any Lot. Dark sky lighting, which includes downward directed and low voltage lighting, is required for the Property.

2.4 Livestock/Domestic Animals. Domestic pets may be kept or maintained on any Lot as provided herein. Large farm animals, such as horses, llamas, sheep or goats, are permitted with the following limitations. Each lot owner will be entitled to keep no more than two (2) large animals per acre owned. Hogs will not be permitted. Animals can be raised for resale for 4-H and FFA purposes. Hogs are not permitted except when raised for resale for 4-H and FFA

purposes. Other permitted animals can be raised for resale only for 4-H and FFA purposes. Hogs/pigs, when allowed, are subject to the large animal guidelines. Small fowl, ducks, chickens and such shall be allowed. Suitable shelter and fencing must be provided. Animals shall be controlled at all times so that they do not cause a nuisance to the neighboring Lot Owners or harass or endanger wildlife. Corrals and stables must be kept clean and maintained at all times. Hay and domestic livestock feed stored on the Property must be tightly paneled to exclude elk and deer. Domestic pets are allowed with a maximum of three (3) large dogs and/or domestic cats per Lot. Exceptions must be granted by the Homeowners Board and must be in writing. All domestic animals may be kept for the pleasure of the Owners and not for any commercial purpose. Domestic pets shall be restrained or directly attended at all times. If any animal or dog is identified as being a nuisance, the Homeowners Board shall have the authority to have such animal impounded at any available location, and/or shall assess a penalty against the owner of said animal. No owner of any animal impounded for chasing and harassing livestock and/or people shall have the right of action against the Homeowners Board or any member therein.

2.5 Roads. The platted roads will be maintained by the HOA.

2.6 Authorized Use. All Lots are restricted in use for residential purpose only, and neither the premises, nor any improvement thereon, shall be used for any commercial, industrial, public, illegal or immoral purpose and no nuisance shall be maintained or permitted to exist upon any Lot. No hazardous activities or structures shall be constructed on the Property. Home offices are allowed provided that they create only occasional minimal vehicle traffic.

2.7 Temporary Structures. Only temporary structures which are approved by the Design Committee in writing may be installed on a Lot during construction of a permanent residence. This approval shall be for up to a maximum one-year period. No travel trailers, tents, campers, temporary structures or like improvements shall be used as residences at any time except during the construction of a permanent residence, and then, only with Board approval. If construction is halted for any length of time, all materials shall be stored neatly so as to present no hazard or unsightly appearance. All temporary structures shall be removed promptly when construction of the residence is complete.

2.8 Maintenance. The Lot and all improvements, including landscaping, thereon shall be maintained in clean, safe and sightly condition. Boat motors, tractors, vehicles other than automobiles and pickups, campers when off the truck, snow removal equipment, and garden or maintenance equipment or parts thereof shall be kept at all times, except when in actual use, within an enclosed or screened structure. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept stored or allowed to accumulate on the Lot. Noxious weeds must be kept under control at all times. Failure of the Owner to control weeds on the Lot, to properly contain garbage or to reasonably

mow lawns shall result in the Design Committee correcting the situation and assessing the Owner for the expense incurred. Personal property belonging to the owner of a lot, such as large travel trailers/RVs, tractors, boats, and horse trailers will be exempt from being screened from view while in use. All non-operating vehicles will be garaged or screened.

2.9 Utilities. Electric lines have been installed along the platted roads. Connections to the underground utility lines shall be completed at the Owner's expense and shall be underground.

2.10 Waste and Water System. Each structure designed for occupancy or use by human beings shall be connected to a private waste disposal system and private water supply system at the Owner's expense. Such systems shall conform to the standards applicable for the area, including, without being limited to, those issued by the Idaho State Public Health Department. Sanitary restrictions are required. Idaho Code, Title 50, Chapter 13 is in force for this Property. District Seven Health District will release sanitary restrictions on a lot-by-lot basis upon application to the department. No Owner shall construct any building, dwelling, or shelter which necessitates the supplying of water or sewer facilities for persons using such premises until sanitary requirements are satisfied and an appropriate certificate has been recorded with the County Recorder's office and a culinary water well permit has been issued. No outdoor toilets shall be permitted, except during construction for temporary use. Outdoor toilets must be of a storage type and be serviced on an as-needed basis.

2.11 Authorized Structures. No permanent building or structures shall be constructed, placed, or maintained on any Lot except a single family residence, garbage facilities, one guest house, barn, corrals and associated buildings, or structures that have been approved by the Design Committee in writing prior to any construction of same. All structures on any Lots shall be compatible with the single family residence in design and materials. Exceptions will be on a case by case basis after approval by the Design Committee in writing.

2.12 Excavations and Mining. No excavation for stone, sand gravel, or earth shall be made on any Lot, except for excavation as may be necessary in connection with the erection of an approved improvement thereon. No oil drilling, oil development operations, quarrying and mining operations of any kind shall be permitted on any Lot. The State of Idaho has reserved oil, gas and mineral rights.

2.13 Fencing. Lot boundary fences are optional; provided, however, that any fences to be constructed shall be treated as improvements and are subject to prior written approval of the Design Committee. Should the Lot Owner not adequately maintain the fences, the Design Committee, after proper and adequate notice to the Owner as to needed maintenance, shall take necessary action in order to protect property values. Only one fence is allowed on joint property lines unless dual fencing along property lines is allowed on approval from the Design Committee. Fence construction must allow for maintenance of any utility or easement.

2.14 Easements and Water Rights.

A. Blanket easements are hereby reserved for the purpose of installing and maintaining utility facilities, and for such other purposes incidental to the development of the Property. These include easements for irrigation pipes, and any other easements shown on the plat of the Property.

B. The Enterprise Canal runs through the Chester Estates Subdivision. It is against the law to divert water from the canal without the necessary water rights. There are no water rights that are appurtenant to any of the lots in the subdivision.

C. Idaho law provides legal right-of-ways for irrigation companies such as the Enterprise Canal, and private irrigation ditches as described in Idaho Code, Title 42, Chapters 11 and 12. Idaho Code, Section 42-1102. The right-of-way shall include, but is not limited to, the right to enter the land across which the right-of-way extends for the purposes of cleaning, maintaining and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used or is reasonably adapted to that work. The right-of-way also includes the right to remove from and to deposit on the banks of the ditch or canal the debris, vegetation, and other matter necessarily required to be taken from the ditch, canal, or right-of-way to properly access, clean, and maintain them, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris, vegetation, or other matter. The right-of-way also includes the right to remove or control vegetation within the ditch or canal or along the banks of the ditch or canal to properly access, clean, and maintain them, but the owner or operator of the ditch, canal, or conduit is not obligated to maintain or control the right-of-way or vegetation for the benefit of the owners or claimants of lands of others.

D. No person or entity shall cause or permit any encroachments onto the right-of-way, including public or private roads, utilities, fences, gates, pipelines, structures, landscaping, trees, vegetation, or other construction or placement of objects, without the written permission of the owner or operator of the right-of-way, in order to ensure that any such encroachments will not unreasonably or materially interfere with the use and enjoyment of the right-of-way.

E. Encroachments of any kind placed in such right-of-way without express written permission of the owner or operator of the right-of-way shall be removed at the expense of the person or entity causing or permitting such encroachment, upon the request of the owner or operator of the right-of-way, in the event that any such encroachments unreasonably or materially interfere with the use and enjoyment of the right-of-way.

F. This law does not provide for a specific setback, but it is recommended that no permanent structures be placed within thirty (30) feet of the canal bank. However, because the

Canal Company's easement could be more or less than 30 feet, owners should obtain the written permission of the Enterprise Canal Company prior to submitting their site plan to the Architectural Committee for approval.

2.15 Garages. All properties are required to have an attached or separate garage that complements the architecture of the residence on that property. Garages shall have a minimum of 500 square feet of floor area. Detached garages may only be constructed on lots with houses having a minimum of 900 square feet of living area on the main floor. Residences with attached garages must have a minimum of 1600 square feet in their total footprint.

2.16 Parking. No parking is allowed on any Common Area roads within the Property, except in instances of temporary gatherings.

2.17 Weed Control. Noxious weeds must be kept under control always. All Owners will be responsible for their own lot weed control.

2.18 Duration of Covenants. All the covenants, conditions and restrictions set forth herein, shall remain in full force and effect always against the Property Owners and purchasers of any portion thereof. These Covenants shall be deemed to automatically renew themselves at twenty (20) year intervals.

2.19 Right to Farm Act. This Declaration recognizes and agrees to comply with and conform to Idaho Code, Title 22, Chapter 45, known as the Right to Farm Act.

2.20 Wildlife Damage. Homeowners are aware that wild animals are present in the area around their property. They agree they will not file a claim against the Idaho Department of Fish and Game for damage caused by wildlife to their property. Feeding big game is strictly prohibited by recent state regulations (IDAPA02.04.25.001).

2.21 Limitations of Liability. Neither the Design Committee nor the Homeowners Board nor any members thereof shall be liable to any party for any action or inaction with respect to any provision of these Covenants, provided that such Board member has acted in good faith.

2.22 Severability. Any decision by a Court of competent jurisdiction invalidating any part or paragraph of these Covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs of these Covenants shall remain in full force and effect.

Section 3. Homeowners Association

3.1 The Association. The Homeowners Association is a nonprofit association established for the purpose of administering and enforcing the provisions of these Covenants.

3.2 Membership. The Owner of each Lot shall be a member of the HOA.

3.3 Membership Voting Rights. Each Lot shall be entitled to one (1) vote. If more than one Owner owns an interest in a Lot, only one vote may be cast with respect to that Lot. In the event of any dispute among joint Owners of a Lot, the Board shall have the right to disqualify such Owners from voting on an issue unless or until the joint Owners of said Lot have reached agreement as to such Owner's vote.

3.4 Meetings. The Board shall meet from time to time to administer and enforce these Covenants, and shall call and conduct an annual meeting of the Homeowners Association. The Board shall adopt such rules for the conduct of business as are appropriate.

3.5 Homeowners Assessments. Costs for road maintenance, snow removal, and any other cost associated with the day-to-day operation of the Property will be paid by the Homeowners Association from funds assessed on a per Lot basis. Each Lot's Owner(s) will pay an equal share of the assessments levied on a monthly, quarterly, or yearly basis as determined by the Board.

3.6 HOA Reserve Account. The Homeowners Association may accumulate reserves in its assessments account to exceed its yearly operating budget if and only if such reserves are necessary to fund capital projects such as road repair and improvement.

3.7 Insurance. The Homeowners Association shall provide a commercial general liability insurance policy upon the Property to cover all Common Areas and easements in favor of the Homeowners Association. This policy shall be written for a minimum amount of One Million Dollars (\$1,000,000). The HOA will review this minimum amount every two years.

3.8 Special Assessments. The Board shall hold a simple majority vote of the members to impose special assessments to meet emergency or unusual conditions. Special assessments will be split equally between all lots and are payable within thirty (30) days of imposition.

3.9 Obligation for Payment. Each Owner is obligated to pay his/her regular assessments in a timely manner. Regular assessments and special assessments not paid within thirty (30) days of the date billed will be subject to a Fifty Dollar (\$50) late fee for each month the fees are not paid. Late fees will be treated as a special assessment. The Board may bring an action at law against the Owner to pay the same, or place a lien on the Owner's property. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. Lot Owners shall be responsible for any costs incurred by the Homeowners Association in the course of collecting regular quarterly and special assessments and the recording and resolution of assessment liens.

3.10 Budget. The Board will prepare an annual budget to present at the Homeowners Association annual meeting for discussion and approval. Reserves for future capital

expenditures shall be called out in the budget by project and such funds segregated from the yearly operating funds. A simple majority vote will approve this budget.

3.11 **Homeowners Board.** The Homeowners Association will elect three (3) Board members annually by a majority vote of the members. The Board will prepare the budget, collect assessments and act as the Design Committee. Bair Larson Properties, designee, or its successor in interest will perform the duties of the board until 75% of the lots are sold and a Board is elected by the owners.

3.12. **Amendments.** The Homeowners Board can amend these Covenants by vote if 75% of the HOA members approve. Until the duties of the Board are turned over to a Member Board, this Declaration may be amended solely by Bair Larsen Properties, LLC.

Section 4. Design Standards Including Specific Restrictions and Requirements within Designated Zones.

The Architectural Committee shall, in its sole discretion, from time to time, adopt such reasonable rules and procedures as it shall deem prudent to protect the value of the Property. No building or other improvements shall be constructed on the Property, nor shall any alterations be made thereto until the plans, including setbacks and such other information as the Architectural Committee may require, shall have been submitted to and approved in writing by the Architectural Committee.

4.1 Structures shall be in complete conformance Fremont County Development Code – 2011 Edition, As Revised, design related setbacks and height restrictions for the zoning established for the development's property. All residences shall have the minimum square footage as provided in the specific requirements stated for each zone hereafter. Each residence shall include a 2-car garage attached or detached from the main structure in accordance with the requirements and standards stated herein. No A-frame structures shall be allowed.

4.2 The Architectural Committee shall approve all home site locations.

4.3 Exterior materials must be approved by the Architectural Committee.

4.4 Color sample on pieces of all exterior materials to be used, shall be submitted to the Architectural Committee for approval.

4.5 All improvements will be of new construction except as allowed by the Architectural Committee.

4.6 All roofs shall have a minimum of 5:12 pitch.

4.7 The home design that has been approved with the signature of the Architectural Committee will be completed within one (1) year of the start of construction. This construction

start will be signified by the digging of the foundation. Extensions to this construction deadline will be on a case by case basis. Remedies for the failure of the Owner to fulfill the Architectural agreement with Chester Estates Homeowners Association will result in the Owner being responsible for all costs and attorney's fees associated with the necessary remedy.

4.8 The Architectural Committee can waive and alter these Architectural specifics on a case by case basis in writing. The specific waivers must be accompanying specific material, elevations, color samples etc. to accompany any such waiver requirements.

4.9 Homes built offsite may be permitted following all the Chester Estates Architectural guidelines.

4.10 Landscape installation shall be completed within a 12-month period after issuance of the Certificate of Occupancy.

4.11 Zones. There are three zones within the development for purposes of architectural requirements. The restrictions and requirements of each of these zones shall be followed if they conflict with any of the previous restrictions and requirements.

4.12 Zone One (Phase 1 of the Development as shown in the Chester Estates, Third Amended Plat, Phase 1).

- i. All requirements and restrictions in Section 1, above.
- ii. No single-wide mobile homes
- iii. No visible marriage lines on end walls
- iv. Double-wide mobile homes are allowed
- v. New homes only
- vi. Concrete foundations are required
- vii. 1200 square foot minimum footprint

4.13 Zone Two (Phase 2 of the Development as shown in the Chester Estates, Third Amended Plat, Phase 1).

- i. All requirements and restrictions in Section 1, above.
- ii. No single-wide mobile homes
- iii. No visible marriage lines on end walls
- iv. Double-wide mobile homes are allowed
- v. New homes only
- vi. Concrete foundations are required
- vii. 1200 square foot minimum footprint
- viii. Architectural Requirements:

A. Exterior finish to be reviewed and approved by architectural committee prior to construction.

B. Style to be consistent with country/western/mountain architecture. (Rock, Brick, Wood, Metal and Vinyl exterior surfaces.)

C. Roofing material on a primary residence and primary garage building to be Asphalt or Cedar Shake. (No metal roofs on residence or primary garage buildings.)¹

D. A minimum of 5:12 roof pitch.²

E. All residences are required to have a covered porch attached to the front or side of the residence.

F. All residences and primary garage buildings are required to have a roof overhang of 12 inches.

G. No residence or primary garage building may have split style end walls.

4.14 Zone Three (Phases 3 and 4 of the Development as shown in the Chester Estates, Third Amended Plat, Phase 1).

i. All above restrictions and requirements with the following modifications:

A. Residences shall have a minimum of a 1800 square feet residential footprint.

B. Garage/Shop buildings shall have a minimum of 800 square feet.

C. Every owner of a lot within the subdivision shall be responsible for establishing and maintaining attractive landscaping between the roadway and the principal residence. It is the intention of these conditions and requirements to encourage landscape architecture and maintenance programs which are preservative to property values. Compliance with this policy is expected of all homeowners in the subdivision and such conditions will be strictly enforced for the common benefit.

Section 5. Enforcement

5.1 The Covenants set forth in this Declaration shall be enforceable by the Declarant, by the Board, or by any Owner of a Lot within the Property. Every Owner of a Lot within the Property hereby consents to the entry of an injunction against him or her or his or her tenants or

¹ Shed roof/mono slope roofs are allowed upon approval and don't require a 5:12 roof pitch

² Shed roof/mono slope roofs are allowed upon approval and don't require a 5:12 roof pitch

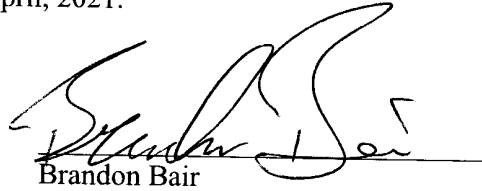
guests, to terminate and restrain any violation of these Covenants. Any Owner who uses or allows his or her Lot to be used or developed in violation of this Declaration further agrees to pay all costs incurred by the Board or other Owner(s) in enforcing these Covenants, including reasonable attorneys' fees.

5.2 The Board shall have the right to impose a lien against each Lot and the improvements thereon to secure the payment of any billing for regular assessments, special assessments, or penalties due the Board from the Owner of such Lot which is not paid within the time period provided by these Covenants. The Board is authorized to record a lien, including a description of the Lot and the name of the Owner thereof and the basis for the amount of the lien. A copy of the notice of the lien as filed in the County Clerk's office shall be sent to the Owner by certified or registered mail. Any such lien may be foreclosed in the manner provided for by the statutes of the State of Idaho. In addition to the principle amount of the lien plus interest, the Board shall be entitled to the payment of all costs incurred in the establishment or enforcement of any lien, including filing costs and attorney's fees.

Section 6. Acceptance of Covenants

Every Owner of a Lot within the Property shall be bound by and subject to all of the provisions of this Declaration, and every Owner, through his or her purchase or ownership, expressly accepts and consents to the operation and enforcement of all the provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto caused this instrument to be executed this 27th day of April, 2021.



Brandon Bair

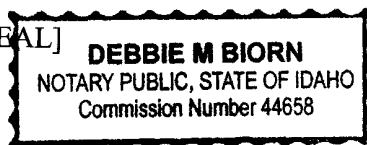
ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
 County of Madison)

On this 21st day of April, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brandon Bair, known or identified to me as the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same, and that he signed it voluntarily for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[SEAL]



Debbie M. Biorn
 Notary Public for Idaho
 Residing at: H. Anthony, Id
 My Commission Expires: 6-13-2023

EXHIBIT "A"

All of Chester Estates, Fremont County, Idaho, as the same appears on the official plat map thereof recorded April 19, 2021 as Instrument No. 586250, records of Fremont County, Idaho.

CHESTER ESTATES - 3RD AMENDED PLAT, PHASE 1

BEING A REPLAT OF ALL OF LOTS 1-4, BLOCK 1, LOT 12, BLOCK 2, LOT 50, BLOCK 3, & PART OF LOTS 5-11, BLOCK 2, LOTS 32-33, LOTS 35-40, BLOCK 4, LOTS 45-49, BLOCK 3, CHESTER ESTATES, 2ND AMENDED PLAT, PART OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 41 EAST, B.M. & PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 41 EAST, B.M., FREMONT COUNTY, IDAHO.

ALSO DESCRIBED AS:

LOTS 1, 2, 3 AND 4, BLOCK 1; LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20, BLOCK 2; LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 AND 32, BLOCK 5; LOTS 33, 34, 35, 36, 37, 38, 39 AND 40, BLOCK 4; AND LOTS 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 AND 52, BLOCK 3 OF THE SECOND AMENDED PLAT OF CHESTER ESTATES, FREMONT COUNTY, IDAHO RECORDED DECEMBER 27, 2000, AS INSTRUMENT NO. 466674.