



This document
provided courtesy
of TitleOne

Instrument # 1790873

Bonneville County, Idaho Falls, Idaho

06/12/2025 03:03:22 PM No. of Pages: 39

Recorded for: RIVERFRONT LUXURY TOWNHOMES LLC

Penny Manning Fee: \$124.00

Ex-Officio Recorder Deputy Ivega

Index to: PROTECTIVE COVENANTS

DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

RIVERFRONT LUXURY TOWNHOMES



This document
provided courtesy
of TitleOne

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF A DWELLING UNIT WITHIN THE RIVERFRONT LUXURY TOWNHOMES SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS, RESPONSIBILITIES AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND LOTS LOCATED WITHIN THE RIVERFRONT LUXURY TOWNHOMES.

THE RIVERFRONT LUXURY TOWNHOMES ARE A UNIQUE LIVING ENVIRONMENT. EACH POTENTIAL OWNER IS ADVISED TO MAKE FULL AND COMPLETE INQUIRY ABOUT THE RIVERFRONT LUXURY TOWNHOMES BEFORE ACQUIRING A LOT. EACH OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE LOTS WILL BE SUBJECT TO ASSESSMENTS LEVIED BY THE ASSOCIATION (AS DEFINED HEREIN).

THE DECLARANT, AS DEFINED IN THIS DECLARATION, EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS, OR INFORMATION NOT SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY THE DECLARANT.

**POTENTIAL OWNERS ARE ADVISED TO REVIEW THIS DECLARATION
PRIOR TO ACQUIRING A LOT**



CONTENTS

Article 1 Property And Purpose4
 1.1 Property4
 1.2 Project.....4
 1.3 Purpose.4
 1.4 Right to Add Additional Lots.5
Article 2 Declaration5
 2.1 Declaration5
 2.2 Reservation of Rights6
 2.3 Declarant Control Period.....6
Article 3 Definitions6
Article 4 Uses and Performance Standards8
 4.1 Use.....8
 4.2 Exterior Improvements, Uniform Appearance, and Emergency Maintenance9
 4.3 Approval of Plans and Specifications.....10
 4.4 Lawn Care and Snow Removal10
 4.5 Prohibited Buildings.....10
 4.6 Prohibition of Damage and Certain Activities10
 4.7 Common Walls.....11
 4.8 Antennae and Satellite Dishes11
 4.9 Lighting11
 4.10 Grading and Drainage.....11
 4.11 Home Occupations11
 4.12 Fences.....12
 4.13 Parking.....12
 4.14 Mail Boxes.....12
 4.15 Compliance With Laws12
 4.16 Signs12
 4.17 Animals/Pets.....13
 4.18 Subdividing.....13
 4.19 Leasing of Lots.14
 4.19.1 Leasing Restrictions14
 4.20 Solar Panels15
 4.21 Exemption of Declarant.....15
Article 5 Maintenance16
 5.1 Owner Maintenance.....16
 5.2 Association Maintenance.....17
 5.2.1 Common Maintenance Obligations.....17
 5.2.2 Exterior Maintenance17
 5.2.3 Pressurized Irrigation System.....17
Article 6 Easements.....18
 6.1 Easements18
 6.1.1 Record of Survey and other Recorded Easements18
 6.1.2 Maintenance18
 6.1.3 Public Utilities18
 6.1.4 Water18



6.1.5	Access and Maintenance for Common Maintenance Obligations.....	18
6.1.6	Encroachment.....	18
6.1.7	Alleyways.....	18
6.1.8	Common Wall Easement.....	19
6.1.9	Drainage.....	19
Article 7	Riverfront Luxury Townhomes HOA, inc.....	19
7.1	Organization of Association.....	19
7.2	Members.....	19
7.3	Voting Rights.....	19
7.4	Board and Officers.....	20
7.5	Power and Duties of the Association.....	20
7.5.1	Powers.....	20
7.5.2	Assessments.....	20
7.5.3	Right of Enforcement.....	20
7.5.4	Delegation of Powers.....	20
7.5.5	Association Rules.....	21
7.5.6	Emergency Powers.....	21
7.5.7	Licenses, Easements and Rights-of-Way.....	21
7.5.8	Fiscal or Calendar Year.....	21
7.5.9	Establishment of Reserve Fund.....	21
7.6	Duties of Association.....	21
7.6.1	Common Maintenance Obligations.....	22
7.6.2	Taxes and Assessments.....	22
7.6.3	Utilities.....	22
7.6.4	Insurance.....	22
7.6.5	Alleyways.....	22
7.6.6	Sewer & Water Services.....	22
7.6.7	Budgets and Financial Statements.....	23
7.7	Liability of Board Members and Officers.....	23
7.8	Dissolution.....	23
Article 8	Assessments.....	23
8.1	Covenant to Pay Assessments.....	23
8.1.1	Assessments Constitute Lien.....	23
8.1.2	Assessments are Personal Obligation.....	23
8.2	Regular Assessments.....	23
8.2.1	Purpose of Regular Assessments.....	23
8.2.2	Computation of Regular Assessments.....	24
8.2.3	Amounts Paid by Owners.....	24
8.3	Special Assessments.....	24
8.3.1	Purpose and Procedure.....	24
8.3.2	Consistent Basis of Assessment.....	24
8.3.3	Notice and Quorum Requirements.....	24
8.4	Limited Assessments.....	25
8.4.1	Maintenance and Repair.....	25
8.4.2	Correction of Violations.....	25
8.4.3	Limited Purpose.....	25



8.5	Interest and Penalties	25
8.6	Estoppel Certificate	25
Article 9	Enforcement of assessment: liens.....	26
9.1	Right to Enforce	26
9.2	Assessment Liens	27
9.3	Claim of Lien.....	27
9.4	Method of Foreclosure	27
9.5	Required Notice.....	27
9.6	Subordination to Certain Trust Deeds	28
9.7	Non-Exclusive Remedy	28
Article 10	Fines	28
10.1	Specific Rules for Fines.....	28
Article 11	Insurance	29
11.1	Insurance Coverage	29
11.2	Form	29
11.3	Insurance and Indemnity Obligations of Owners.....	29
11.4	Application and Allocation of Insurance Proceeds	30
11.5	Association as Agent	30
11.6	General Authority of Association.....	30
11.7	Estimate of Costs.....	30
11.8	Repair or Reconstruction.....	31
11.9	Funds for Reconstruction	31
11.10	Disbursement of Funds for Repair for Reconstruction.....	31
11.11	Obligations of Owners and Association	31
Article 12	Architectural Control.....	32
Article 13	Annexation	32
13.1	Annexation	32
13.2	De-Annexation	32
Article 14	Miscellaneous.....	32
14.1	Term	32
14.2	Amendment	33
	14.2.1 By Declarant.....	33
	14.2.2 By Owners.....	33
14.3	Books and Records	33
14.4	Acceptance	33
14.5	Notices.....	33
14.6	Severability.....	33
14.7	Not a Partnership.....	33
14.8	No Third-Party Beneficiary Rights	34
14.9	Injunctive Relief.....	34
14.10	Breach Shall Not Permit Termination	34
14.11	Attorney's Fees.....	34
14.12	Force Majeure.....	34



This document
provided courtesy
of TitleOne

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERFRONT LUXURY TOWNHOMES

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVERFRONT LUXURY TOWNHOMES (this "*Declaration*") is made effective as of _____, 2023 ("*Effective Date*"), by RIVERFRONT LUXURY TOWNHOMES, LLC, an Idaho limited liability company, (referred to as "*Declarant*").

ARTICLE I PROPERTY AND PURPOSE

1.1 Property. Declarant is the developer of and owns the entirety of the real property located in Bonneville County, Idaho, described more particularly in Exhibit A, attached hereto and incorporated herein (the "*Property*"), within the Riverfront Luxury Townhomes Division no. 1, City of Idaho Falls, Bonneville County, Idaho, as shown on a Record of Survey recorded on July 13th, 2022, in the records of Bonneville County, Idaho, as Instrument Number 1727999, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference ("*Record of Survey*").

1.2 Project. The Property, together with all improvements and structures now or hereafter placed on the Property shall hereinafter be referred to as the "*Project*". The Project is referred to as the Riverfront Luxury Townhomes Subdivision. The Project consists of separate lots or parcels ("*Lots*") within the Property as shown by the Record of Survey.

1.3 Purpose. The Project is a residential townhome development, which Declarant intends to develop in accordance with development approvals obtained from the City. Any development plans for the Project in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant and impose no obligation on Declarant as to how the Property is to be developed or improved.

1.3.1 Declarant desires to subject the Project to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth in this Declaration to (i) ensure the enhancement and preservation of property values, (ii) provide for proper design, development, improvement and use of the Project by the Declarant and all other persons or entities who may subsequently acquire an interest in the Project, and (iii) provide for high quality residential townhouse development.

1.3.2 Due to the configuration of the townhomes, the common maintenance of all exterior improvements, the landscaping and the buildings will benefit all of the Owners within the Project by providing economies of scale and ensuring ensure consistent maintenance and appearance throughout the Project.

1.3.3 Declarant desires to ensure that the value of the individual Lots within the Project and the interests of each Owner in their individual Lots and buildings are protected and maintained, and in order to achieve the objectives and desires of the Declarant, this Declaration will control the management and government of the Project and the Association to be created and operated as set forth herein and imposing upon the Association certain duties and obligations regarding the maintenance and insurance of all Lots and Buildings located within the Project. In



This document
provided courtesy
of TitleOne

order to achieve the foregoing objectives and desires of the Declarants, the Declarants will control the management and government of the Property and the Association, until such time as the Owners take over the management and government in accordance with this Declaration.

1.4 Right to Add Additional Lots. Declarant reserves the right to add additional Lots, common areas, and elements and to expand the Project to lands in the vicinity of the Project without the consent of any Lot Owner or Mortgagee. This right continues until the seventh (7th) anniversary of the recordation of this Declaration. Such additions may be added to this Declaration through a Supplemental Declaration filed by the Declarant and by the owner of the lands to be added to the Project.

ARTICLE 2 DECLARATION

2.1 Declaration. Declarant hereby declares that as of the date of recording of this Declaration, the Project, and each lot, parcel or portion thereof, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes set forth in this Declaration (hereafter collectively called "*Covenants and Restrictions*"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Project or any Lot therein, and to enhance the value desirability and attractiveness thereof. The Covenants and Restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Project or any Lot therein; shall inure to the benefit of every Lot in the Project and any interest therein; and shall inure to the benefit of and be binding upon the Declarant and each Owner, and each successor in interest of each, and may be enforced by the Declarant, by any Owner, or by the Association, as hereafter provided.

2.1.1 Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Declarant's right to complete development of the Project in accordance with the plan therefor as the same may be modified from time to time by the Declarant nor prevent normal construction activities during the construction of Improvements upon any Lot in the Project. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Association provided that such waiver shall be for a reasonable period of time and shall not violate the ordinances of the City, as are applicable to the Project. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

2.1.2 If any of the provisions of this Declaration are less restrictive than any government rules, regulations, or ordinances, then the more restrictive government rule, regulation, or ordinances shall apply. The provisions of this Declaration are subject to all rules, regulations, laws, and ordinances of all applicable governmental authorities. If a government rule, regulation, law, or ordinance would render a provision of this Declaration unlawful, then in such



This document
provided courtesy
of TitleOne

event that provision shall be deemed to be amended to comply with the applicable rule, regulation, law, or ordinance.

2.2 Reservation of Rights. Declarant, for itself and its successors and assigns, hereby reserves the right, but not the obligation during the Declarant Control Period:

2.2.1 To complete the Project and related improvements indicated on the Plat without limitation or interference by any Owner, the Association, subject to the existing contractual obligations that Declarant has entered into;

2.2.2 To modify the design and configuration of the Project, any Lot, or any portion of the Project or Lot as it determines is desirable, subject to the existing contractual obligations that Declarant has entered into;

2.2.3 To develop the Project on a schedule determined and established by Declarant, subject to the existing contractual obligations that Declarant has entered into; and

2.2.4 To appoint or remove members of the Board.

Declarant acknowledges that its exercise of the foregoing rights shall not modify the dimensions or use and enjoyment of any Lot and after the conveyance of such Lot to an Owner in the future without the written consent of the Owners of such Lots. Each Owner, however, taking title to a Lot from and after the recording of this Declaration shall not unreasonably withhold, condition, or delay any consent required hereunder to effectuate a reasonably necessary modification to the Declaration as set forth herein. For the duration of the Declarant Control Period, this Section shall not be subject to amendment except upon the express written consent of Declarant.

2.3 Declarant Control Period. During the Declarant Control Period, no amendments shall be effected impairing the rights of Declarant. During the Declarant Control Period, Declarant has the right to complete the Project and related improvements indicated on the Record of Survey without limitation or interference by any Owner or by the Association, and to appoint or remove members of the Board of the Association.

ARTICLE 3 DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

Annexation: The process by which additional tracts or parcels of land not initially a part of the Project are made subject to this Declaration by recording of a supplemental declaration.

Assessment: Any amount levied against any Lot by the Association, including Regular, Special, or Limited Assessments as provided in this Declaration.

Association: Riverfront Luxury Townhomes HOA, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.



This document
provided courtesy
of TitleOne

Board: The duly elected and qualified board of directors of the Association.

Building: A structure constructed on multiple Lots containing multiple Dwelling Units and, unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

Bylaws: The corporate bylaws of the Association.

City: The City of Idaho Falls, a municipal corporation in the State of Idaho.

Common Maintenance Areas: All real property and improvements within the Project that are located on a Lot and owned by an Owner, but which are maintained, repaired, replaced and insured by the Association due to the fact that such either provide a common benefit or facility for one or more Owners, or for which common maintenance and insurance are necessary within the Project to ensure that the value of all Lots, Buildings and Improvements within the Project are preserved. Common Maintenance Areas include all those landscaped and hardscaped areas within the Project that are designated by this Declaration or by the Association as a maintenance responsibility of the Association for the benefit of all Owners, except those landscaped and hardscaped areas that are directly behind the back door of a Dwelling Unit and immediately adjacent to and/or surrounding such Dwelling Unit's designated garage.

Common Maintenance Obligations: The obligation of the Association to maintain, repair, replace and provide yard care services and snow removal for the Common Maintenance Areas, regardless of whether such are owned by the Owners in the case of Common Maintenance Areas. The Common Maintenance Obligations are set forth in Article 5.

Declarant Control Period: The period commencing as of the date of this Declaration and expiring on the earlier of (a) when Declarant has sold and conveyed to a person other than a successor Declarant all of the Lots in the Project, or (b) when Declarant in writing agrees to submit the management of the Project to the Association, or (c) seven (7) years after the date of the first conveyance of a Lot to a person other than a successor Declarant.

Dwelling Unit: Shall mean and refer to the single-family, attached townhome and corresponding garage constructed on each Lot.

Improvement: any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Project, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, living and /or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, landscaping, and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing in the Project on the date hereof and all later changes and Improvements.

Limited Assessment: Any Assessment levied by the Association against any Lot or Lots, but not upon all Lots within the Project, for the purpose of securing payment by the Owner(s)



This document
provided courtesy
of TitleOne

thereof of amounts expended by the Association to correct a condition prohibited, to cure an Owner's breach, or to take such action on behalf of the Owner as otherwise permitted hereunder.

Lot: A portion of the Project which is a legally described tract or parcel of land within the Project or which is designated as a lot on the Plat or any other recorded Project plat relating to the Project.

Manager: The person or entity appointed to manage the affairs of the Association.

Member: Any person(s) or entity who is an Owner of a Lot within the Project.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Project to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first deed of trust," on a Lot within the Project.

Mortgagee: The holder of a Mortgage or the beneficiary under a deed of trust, including an assignee(s) thereof, which Mortgage or deed of trust encumbers a Lot within the Project owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Declaration shall be limited to a holder of a "first Mortgage", including beneficiary under a "first deed of trust" on a Lot.

Occupant: Any person, association, corporation, or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Dwelling Unit or Improvement on a Lot whether or not such a right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Declarant, holding fee simple title to a Lot within the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Regular Assessment: Any Assessment levied by the Association against any Lot to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: Any assessment levied by the Association against any Lot other than a Regular or Limited Assessment.

Transfer Fee. A transfer fee (the "*Transfer Fee*") shall be paid to the Association upon each transfer of title to any Lot within the Project, as set forth below. The Transfer Fee is intended to cover administrative costs incurred by the Association related to transfers of a Lot from one Owner to as subsequent Owner.

ARTICLE 4 USES AND PERFORMANCE STANDARDS

4.1 Use. Lots shall be used for attached, single-family, residential townhome purposes only, and for the common social, recreational, or other reasonable uses normally incident to such



This document
provided courtesy
of TitleOne

use, and also for such additional uses or purposes as are from time to time determined appropriate by the Association.

4.2 Exterior Improvements, Uniform Appearance, and Emergency Maintenance.

No Owner shall install, place, or remove any item or construct or remove any exterior Improvement on any Lot or the exterior of his or her Dwelling Unit without the prior written consent of the Association. In order to preserve a uniform exterior appearance of the Lots and Dwelling Units, the Association shall provide all maintenance, repair, and replacement of the Common Maintenance Areas, including but not limited to the exterior of each Dwelling Unit, including repair, replacement, and care for all sidewalks, and all gates, fences, roofs, gutters, down spouts, exterior Dwelling Unit surfaces (siding, stucco, painting, etc.), trees, shrubs, grass, lawns, uniform landscape lighting provided by Declarant, uniform light posts provided by Declarant and all other landscaping and all other exterior Improvements (all of which is a Common Maintenance Obligation). The cost of all the aforementioned maintenance, repair or replacement by the Association shall be paid by all Owners in the form of Assessments.

4.2.1 Each Owner acknowledges that certain Dwelling Unit exteriors and other Improvements will require more maintenance than others due to weather, location, and other extraneous factors. In the event that any such maintenance or repair is caused by the willful or negligent acts of an Owner, an Occupant or their family, tenants, invitees, or licensees, the cost of such exterior maintenance, repair or replacement shall be treated as a Limited Assessment and charged only to said Owner. In the event that any such maintenance or repair is caused by fire, theft, or acts of God and/or other loss or damage covered by the Owner's homeowners insurance, then the cost of such exterior maintenance shall be the responsibility of the Owner and the Owner's homeowner's insurance.

4.2.2 Notwithstanding the foregoing, the Association reserves the right to withhold any of the aforementioned maintenance, repair and/or replacements for any Lot or Dwelling Unit exterior until such time as the Owner of such Lot has paid all Assessments associated with such Lot. In addition, each Owner shall be responsible for maintaining, repairing, replacing, and caring for windows, window framing, glass, doors, and lights (other than uniform landscape lighting and uniform light posts) located on said Owner's Lot, and for electrical and mechanical door bells, knockers, and other such devices located on such Owner's Lot and for any and all maintenance required for an Owner's Dwelling Unit interior, including, without limitation, maintaining, repairing, replacing, and caring for the interior sides of Common Walls, electrical wiring and fixtures, plumbing pipes and conduits, all fixtures and appliances, whether built-in or freestanding, air conditioning, heating, sewage disposal, and interior fire protection systems, if any, and all amenities and hardware located within the interior of his or her Dwelling Units. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner.

4.2.3 In the event of an emergency that in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their family, tenants, invitees, or licensees, or an immediate risk of harm or damage to any Lot, Dwelling Unit, or any other part of the Property, the Board and its agents or employees, may enter any Lot and/or Dwelling Unit to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner, or his or her family members, tenants, invitees, or licensees, in which case the cost shall be treated



This document
provided courtesy
of TitleOne

as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

4.2.4 Changes to (1) Dwelling Unit exterior colors, (2) roof type or color, or (3) any other color, design, or material of any other uniform exterior Improvement located on the Property and originally constructed/provided by Declarant shall require the consent of Declarant during the Declarant Control Period or, thereafter, consent of the Board of the Association.

4.3 Approval of Plans and Specifications. No Improvements shall be built, constructed, erected, placed, or materially altered within the Project unless and until the plans and specifications, therefor have been reviewed in advance and approved by the Board of the Association in accordance with the provisions set forth herein. Because the townhomes developed in this Project are attached single family dwelling units developed with a common theme and design, the Board of the Association shall have the ability to require all Improvements built, constructed, erected, placed, or materially altered within the Project to conform to the theme, design and standards imposed by the Board of the Association. Requests for Board approval are made pursuant to Article 13.

4.4 Lawn Care and Snow Removal. The Association will be responsible for providing lawn care and snow removal for the Common Maintenance Areas within the Project in accordance with Article 5 below.

4.5 Prohibited Buildings. No trailer or other vehicle, tent, shack, or garage shall be used as a temporary or permanent residence within the Project.

4.6 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Dwelling Unit or Lot or in the Common Maintenance Areas or any part thereof which would result in the cancellation of or increase in the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association or which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Maintenance Areas or any part thereof shall be committed by any Owner, Occupant, licensee, guest, or other occupant, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by Owner, Owner's Occupants, invitees, licensees, or guests, provided, however, that any invitee, licensee, or guest of an Owner shall not under any circumstances be deemed to be an invitee of any other Owner. No noxious, destructive or offensive activity shall be carried on in any Dwelling Unit or Lot or any part thereof and nothing shall be done therein which may be or may become an annoyance or nuisance to any other Owner or Occupant at any time lawfully residing or working in a Unit. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices which have been approved by the Board), flashing lights or search lights, shall be located, used or placed on the Common Maintenance Areas or in a Dwelling Unit, if such placement of such item in a Dwelling Unit will unreasonably bother or constitute a nuisance to others. No unsightly articles shall be permitted to remain on any portion of the Property so as to be visible from any other portion of the Project. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber,



This document
provided courtesy
of TitleOne

firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, and scrap shall be kept at all times in such containers (or otherwise screened) and in areas approved by the Board. Garbage containers shall be placed curbside for pickup on the appropriate day for garbage pickup and shall be removed from curbside and returned to the Owner's garage within 24 hours of garbage pickup. No clothing or fabric shall be hung, dried or aired in a manner inconsistent with the Rules and Regulations.

4.7 Common Walls. Common walls have been constructed and created as set forth herein subject to all easements and obligations set forth herein. The structural portions of the common walls are deemed Common Maintenance Areas for purposes of the Common Maintenance Obligations.

4.8 Antennae and Satellite Dishes. Antennas shall be located in the attic of a Dwelling Unit and satellite dishes, whether temporary or permanent in nature must be as small as possible and must be located on the alley side of the roof of the Dwelling Unit, or another location as otherwise permitted by the Board.

4.9 Lighting. All lighting (other than the uniform landscape lighting and uniform light posts provided by Declarant) shall be maintained by the Owner thereof, provided, that replacements of any exterior light fixtures must be pre-approved in writing by the Board. Light bulbs shall be replaced by an Owner within 72 hours of failure. Exterior lighting shall be down lighted and lighted so as to not cause a nuisance to neighboring Owners and Occupants.

4.10 Grading and Drainage. Lots shall be graded so that all drainage runoff runs either over the curb or to a drainage easement. No drainage runoff shall cross any Lot line onto another Lot except within a drainage easement. The Owner of any Lot within the Project in which grading or other work has been performed shall maintain and repair all graded surfaces, drainage structures, means or devices that are not the responsibility of the Association or any governmental authority. The Association shall be responsible for the maintenance, repair, or replacement of the drainage swales and/or open space, if any, located within the Project and any public rights-of-way within the Project.

4.10.1 An Owner shall not change or alter any grading on a Lot or construct or alter any berms or swales on a Lot (including the drainage swales, if any, located in the public right-of-way adjacent to such Lot), which will affect or change the drainage on a Lot or any other Lot within the Project, without the prior written approval of the Board. Such approval by the Board, shall not however, constitute any representation or warranty by the Board as to the condition of the soil, the suitability of the grading or any other condition regarding the property or proposed modifications.

4.11 Home Occupations. Assuming all government laws, rules, regulations and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units as long as such occupations do not unreasonably interfere with any other Owner's use and enjoyment of said Owner's Dwelling Unit or if such occupations involve public coming and going to such Dwelling Unit. If the Board determines, in its sole and absolute discretion, that a home occupation is unreasonably interfering with another Owner's use and enjoyment of his or her Dwelling Unit, the Board shall have the right to terminate any Owner's ability to conduct a home



This document
provided courtesy
of TitleOne

occupation from his or her Dwelling Unit. In addition, the Board shall have the right to establish and enforce Rules and Regulations regarding home occupations, including, without limitation, the right to prohibit specific home occupations. It is each Owner's responsibility to receive, review, understand, and comply with all Rules and Regulations regarding home occupations. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on any other Owner or Dwelling Unit.

4.12 Fences. Fencing, other than fencing provided by the Declarant, if any, is prohibited unless approved by the Board. All fencing installed on the Property shall comply with the requirements of the City.

4.13 Parking. Owners and occupants of the Lots must park their operative motor vehicle(s) in the garages on their Lots. The parking of inoperative motor vehicles, equipment, motor homes, campers, trailers, boats, or recreational vehicles on the Property is strictly prohibited, unless parked within an Owner's garage; provided that loading and unloading of such vehicles, equipment, or items is allowed if such loading and unloading does not exceed two (2) hours per vehicle, per seven day period

4.14 Mail Boxes. Mail box kiosks providing mail to all Dwelling Units will be provided by the Declarant in conjunction with the United States Postal Service. The Association shall be responsible for maintaining all kiosks.

4.15 Compliance With Laws. No Owner or Occupant shall permit anything to be done or kept in his or her Lot or Dwelling Unit that would be in violation of any laws, rules, regulations, or ordinances.

4.16 Signs. Except as provided herein, no signs of any kind shall be displayed to public view on any Lot. The following signs are permitted: (i) the permanent subdivision sign; (ii) one professionally designed and constructed sign of not more than five square feet advertising a Lot for sale, and any such sign shall be removed immediately after the sale; (iii) political signs in accordance with Section 4.16.1 below; and (iv) temporary yard or garage sale signs posted the day of or the day before the event and removed promptly after the event. No signs of a commercial nature are permitted.

4.16.1 Pursuant to Idaho Code § 55-3209, political signs are not prohibited within the Project. The term "political sign" means any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure. However, the following rules govern the display of political signs within the Project:

(a) Political signs of not more than five square feet are allowed only within sixty (60) days prior to a public election to which the residents within the Project are eligible to vote. Political signs shall be removed within three (3) days following such election.

(b) Political signs cannot be placed within any common areas associated with the Project or within another Owner's property or on improvements owned or improved by the Association.



This document
provided courtesy
of TitleOne

(c) Political signs may be removed by the Association if the sign threatens the public health or safety.

(d) Political signs may be removed by the Association if the sign violates any applicable law or ordinance of any governing jurisdiction.

(e) Political signs may not be accompanied by sound or music.

(f) Other materials not constituting a "political sign" may not be attached to the political sign.

4.17 Animals/Pets. Livestock, poultry, insects, and reptiles shall not be raised, bred, or kept in any Dwelling Unit, or elsewhere within the Project. An Owner or Occupant may keep and maintain in a Dwelling Unit not more than two cats or two dogs (and no more than two such animals total, in any combination, at any time). No animal may be kept, bred or maintained at any Dwelling Unit for any commercial purpose. Permitted pets shall be kept within the Dwelling Unit, unless within an enclosure while being transported on or off the Property or when under leash or when held by a person capable of controlling the animal. Pets that become a nuisance or an annoyance to other Owners or Occupants (as reasonably determined by the Association) may be muted, confined, or removed by the Association at the Owner's expense. Each Owner or Occupant bringing or keeping an animal within the Project shall be liable to other Owners, Occupants, guests, and invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such Owner or by its Occupant, guest, or invitee, and it shall be the immediate duty and responsibility of each such Owner to clean up after such animals that have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. The Association may adopt additional Rules and Regulations regarding the foregoing, including regulations relating to the size, breed, weight, and other characteristics of permitted pets. Pets are not permitted to be left unattended in the Project or upon a Lot from which they may become a nuisance to others or a danger to themselves. All animals must have a current license, name tags, and updated vaccinations.

4.17.1 Notwithstanding the foregoing, Owners may keep assistance animals at the Project in accordance with the Fair Housing Act (42 U.S.C. § 3601 et. seq., as amended) and the implementing regulations promulgated thereunder. An assistance animal shall be as defined in the Fair Housing Act, which is currently any animal needed by a disabled individual to have an equal opportunity to use and enjoy a dwelling. The Association shall have the right, to the extent permitted under the Fair Housing Act, to: (i) request documentation to support the need for an assistance animal; and (ii) prohibit or restrict any assistance animal that (a) is out of control and the handler does not take effective action to control it, or (b) the animal's behavior poses a threat to the health or safety of others. Any individual who brings an assistance animal to the Project is financially and legally responsible for any injury or damage caused by such assistance animal, and for any clean-up of roads or other property necessitated by such assistance animal.

4.18 Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the Association; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants



This document
provided courtesy
of TitleOne

in common, joint tenants, tenants by the entirety, or as community property, nor shall anything herein require the approval of the Association for these types of transfers.

4.19 Leasing of Lots.

4.19.1 Leasing Restrictions. The following shall apply to all leases and rentals of Units.

(a) Any Owner who wishes to lease or rent his or her Dwelling Unit and any tenant who wishes to sublease or sublet the Dwelling Unit must meet each of the following requirements, and the lease or rental agreement will be subject to these requirements whether or not they are included within the lease or rental agreement:

(i) All leases and rentals must be in writing;

(ii) The lease or rental must be for a term of at least one (1) year unless such one-year requirement is waived or otherwise approved in writing by the Board, which consideration by the Board may take into account the potential for disruption or nuisance in connection with the lease or rental when deciding to grant such approval;

(iii) The lease or rental must be for the entire Dwelling Unit and not merely parts of the Dwelling Unit, unless the Owner remains in occupancy;

(iv) All such leases and rentals shall be subject in all respects to provisions of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations;

(v) All Owners who lease or rent their Dwelling Units shall promptly notify the Association in writing of the names of all tenants and members of tenants' family occupying such Dwelling Units and shall provide the Association with a complete copy of the lease or rental agreement; and

(vi) All Owners leasing their Dwelling Unit shall promptly notify the Association of the address and telephone number where such Owner can be reached and the property management company hired by Owner, if any.

4.19.2 Any failure of a tenant to comply with this Declaration, the Bylaws, and the Rules and Regulations, shall be a default under the lease or rental agreement, regardless of whether the lease or rental agreement so provides. In the event of any such default, the Owner immediately shall take all actions to cure the default including, if necessary, eviction of the tenant.

4.19.3 If any tenant is in violation of the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association, the Association may bring an action in its own name and/or in the name of the lessor to have the tenant evicted or to recover damages, or both. If the court finds that the tenant is violating, or has violated any of the provisions of this Declaration, the Bylaws or the Rules and Regulations, the court may find the tenant guilty of unlawful detainer notwithstanding the fact that the lessor is not the plaintiff in the action or that the tenant is not otherwise in violation of tenant's lease. The remedy provided by this subsection



This document
provided courtesy
of TitleOne

is not exclusive and is in addition to any other remedy or remedies that the Association may have. If permitted by present or future law, the Association may recover all its costs, including court costs and reasonable attorneys' fees incurred in prosecuting the unlawful detainer action.

4.19.4 The Association shall give the tenant and the Owner notice in writing of the nature of the violation, and 30 days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

4.19.5 Each Owner shall provide a copy of the Declaration, these Bylaws and all Rules and Regulations of the Association to each tenant of the Unit. By becoming a tenant, each tenant agrees to be bound by this Declaration, the Bylaws and the Rules and Regulations, and recognizes and accepts the right and power of the Association to evict a tenant for any violation by the tenant of this Declaration, the Bylaws, and Rules and Regulations of the Association.

4.19.6 The Owner shall be responsible for any violations by tenants and shall be directly responsible for either correcting or eliminating such violations or causing tenant to do the same.

4.20 Solar Panels. Pursuant to Idaho Code § 55-3208, solar panels may be installed on a roof of the improvements on the Lots, subject to the following rules.

4.20.1 The installation of the solar panels must conform to the applicable building code in the place for the governing jurisdiction.

4.20.2 Solar panels must be installed to the roofline of the improvements on the Lots.

4.20.3 Solar panels must conform to the slope of the roof improvements on the Lots.

4.20.4 Any frame, support bracket, or visible piping or wiring associated with the solar panels must be painted and maintained to coordinate with the roofing material.

4.21 Exemption of Declarant. Nothing herein contained shall limit the right of the Declarant to grant licenses, reservations, rights-of-way or easements to utility companies, public agencies or others; or to complete excavation, grading and development to or on any Lot or other portion of the Project owned or controlled by the Declarant, or to alter the foregoing and its development plans and designs, or construct additional Improvements as the Declarant deems advisable in the course of development of the Project. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights of way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Declarant need not seek or obtain Association approval of any Improvements constructed or placed within the Project by the Declarant in connection with the Development of the Project. In addition, the Declarant shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on and the Lot(s) owned by the Declarant for such a period of time as is reasonably deemed by the Declarant to be necessary.



ARTICLE 5 MAINTENANCE

5.1 Owner Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon by each Owner to the extent that such maintenance is not included as a Common Maintenance Obligation for the Common Maintenance Areas that are the Association's obligation to maintain hereunder.

5.1.1 Each Owner shall be responsible for maintaining and keeping the interior of the Owner's Dwelling Unit in good order and repair, including the interior of any garage, and any driveway, patio, deck or balcony, and those landscaped and hardscaped areas that are directly behind the back door of the Owner's Dwelling Unit and immediately adjacent to and/or surrounding such Dwelling Unit's designated garage and located on the Owner's Lot. Each Owner shall also be responsible to maintain and shall maintain the heating, ventilating and air conditioning equipment and systems, and the plumbing and electrical equipment, systems and facilities serving the Dwelling Unit located on the Owner's Lot.

5.1.2 Each Owner shall maintain all Improvements located on an Owner's Lot, except to the extent that such maintenance is included in the Common Maintenance Obligations of the Association. Each Owner shall immediately notify the Association upon said Owner becoming aware of (a) any condition of the Common Maintenance Areas that are the Association's obligation to maintain hereunder, and (b) any claim or potential claim arising from the condition or maintenance of the Common Maintenance Areas.

5.1.3 All damage to any Improvements to be repaired by an Owner shall be repaired as promptly as is reasonably possible.

5.1.4 A Dwelling Unit that is vacant for any reason shall be kept locked and the windows glazed (unbroken glass and replaced if necessary) in order to prevent entrance by vandals. Vacant Dwelling Units shall not be exempt from the provisions of this Declaration.

5.1.5 No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.

5.1.6 Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the Association, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration. If the Owner does not promptly correct such event or condition, the Association shall have the right to correct the same.

5.1.7 In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Declarant or the Association upon 15 days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any Building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the



This document
provided courtesy
of TitleOne

Association for the cost thereof. The Owner of the Lot in violation shall be personally liable, and such Owner's Lot may be subject to a lien for all the costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due as set forth herein. Each Owner shall pay all amounts due for such work within 10 days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in this Declaration.

5.1.8 Each Owner shall be responsible to maintain, replace concrete, and repair their private driveway as originally provided by the Declarant, and pursuant to approval by the Association.

5.1.9 Any repair or replacement work (distinguished from maintenance) that is required for a driveway, landscaping, or a particular Building exterior as a result of accident, negligence, or Act of God shall be the responsibility of the Owner of same, unless such damage was caused by an act or omission of the Association or its agents or employees.

5.1.10 Each Owner is prohibited from placing any Improvements (permanent or temporary) upon, renovating, maintaining, damaging, or otherwise altering any portion of a Common Maintenance Area without the express written approval of the Association, regardless of whether such Common Maintenance Area is located on an Owner's Lot.

5.2 Association Maintenance. Except as set forth in this Declaration, the Association shall:

5.2.1 Common Maintenance Obligations. Perform all Common Maintenance Obligations set forth herein regardless of whether the Common Maintenance Areas are located upon an Owner's Lot; provided, however, that in the event an Owner intentionally or negligently damages the the Common Maintenance Areas, any Improvements, or any Lot within the Project, that Owner shall be solely responsible to repair such damage, whether on that Owner's Lot or another Lot and shall indemnify, defend and hold harmless any other Owner and the Association for, from and against any injury or damage that such may have incurred or suffered as a result of the Owner's intentional or negligent conduct. The failure of an Owner to do so under such circumstances shall permit the Association to undertake such necessary repairs and levy a Special Assessment solely against the Owner.

5.2.2 Exterior Maintenance. The Association shall maintain or provide for the maintenance of the exterior of all Buildings on any Lot including both paint and roofing, and any other exterior maintenance element which is designated as part of the Common Maintenance Obligations of the Association, the modification or replacement of which shall be with materials and styles approved in advance by the Association and harmonious with the original materials and colors utilized in the Project. Exterior maintenance by the Association is described in more detail in Article 7 below.

5.2.3 Pressurized Irrigation System. Non-potable (non-drinkable) irrigation water will be supplied to the Property by the Association. The irrigation water will be distributed through the Project by a pressurized irrigation system owned by the Association, which may include main lines, pumps, sprinklers, sprinkling clocks, electrical components, service lines,



This document
provided courtesy
of TitleOne

values, and other facilities located on the Property (collectively the "**Pressurized Irrigation System**"). The Association will operate, maintain, repair, and/or replace this Pressurized Irrigation System. The Pressurized Irrigation System will be used for all irrigation of the Property. The Pressurized Irrigation System, for purposes of this Declaration, is part of the Common Maintenance Areas.

ARTICLE 6 EASEMENTS

6.1 Easements. Declarant reserves for the use and benefit of the Declarant and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Project, the following easements.

6.1.1 Record of Survey and other Recorded Easements. All easements as depicted and created on the recorded Record of Survey for the Project and all other easements or instruments of record created and recorded as a result of conditions of approval imposed by any governmental authority, including, but not limited to the City.

6.1.2 Maintenance. There is reserved to the Declarant and the Association, their respective contractors, employees and agents, an easement to enter upon the Lots for the purpose of accomplishing all maintenance, repair and replacement provided for under this Declaration, including the performance of any work necessitated by the failure of any Owner or Occupant to fulfill its obligations as set forth in Article 7 below and performance of all Common Maintenance Obligations.

6.1.3 Public Utilities. For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, so designated on the Plat.

6.1.4 Water. For water drainage, the Pressurized Irrigation System, retention, recreation, and amenity.

6.1.5 Access and Maintenance for Common Maintenance Obligations. For the performance of all Common Maintenance Obligations regardless of whether such are located on Common Maintenance Areas or any Lot.

6.1.6 Encroachment. Reciprocal appurtenant easements of encroachment, not to exceed one foot, as between Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall an easement for encroachment be created or granted due to willful act or acts of an Owner.

6.1.7 Alleyways. For common ingress and egress over and across all alleyways shown on the Record of Survey providing common access within the Project to the public streets. The Owners of all of the Lots served by or to be served by such alleyways shall be entitled to the full use and enjoyment of them and no Owner shall obstruct or inconvenience the



This document
provided courtesy
of TitleOne

free use thereof by any other Owner or said Owner's invitees or licensees. Each residential Lot located adjacent to an alleyway shall have perpetual right of ingress and egress over the alleyway. This ingress and egress easement shall run with the land.

6.1.8 Common Wall Easement. To the extent that common walls exist as set forth herein, there is hereby created a common reciprocal easement for the location and maintenance of such common walls as set forth herein.

(a) The easement areas (excluding any equipment or appurtenances owned by the Declarant, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated, except to the extent that such are Common Maintenance Areas, maintained as part of the Common Maintenance Obligations of the Association or as set forth in Article 7.

(b) No improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

6.1.9 Drainage. There is hereby declared perpetual non-exclusive easements for the natural drainage and flowage of stormwater and other water discharged from the Project over the Lots within the Project which shall be located in such areas as conforms to their waterway, drainageway, or channel. The Association shall have the permanent right of access for installation, maintenance, and reconstruction of such drainage easements.

ARTICLE 7

RIVERFRONT LUXURY TOWNHOMES HOA, INC.

7.1 Organization of Association. Riverfront Luxury Townhomes HOA, Inc. shall be organized by the Declarant as an Idaho nonprofit corporation and shall be charged with the duties and vested with the powers prescribed by law and as set forth in its Articles of Incorporation, its Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Members. Each Owner (including the Declarant) of a Lot, by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. No Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be transferred in any way except upon the transfer of title to a Lot and then only to the transferee of title to the Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner. A Mortgagee does not have membership rights until it becomes an Owner by foreclosure or any arrangement or proceeding in lieu thereof.

7.3 Voting Rights. Each Owner of a Lot shall be entitled to a vote in the elections of the Board of the Association. Each Owner shall be entitled to cast one vote for each Lot owned



This document
provided courtesy
of TitleOne

by each Owner; provided, however, that Declarant shall have thirty (30) votes for each Lot owned by Declarant until the expiration of the Declarant Control Period. When more than one person is the Owner of a Lot, all such Owners shall be Members, but all such Members shall only be entitled to one vote for each Lot owned by the Members. If the Owners of a Lot cannot agree among themselves as to how to cast their vote(s) on a particular matter, they shall lose their right to vote on such matter. If any Owner casts a vote representing a particular Lot, it will thereafter be presumed for all purposes that the Owner was acting with the authority and consent of all other Owners with whom such Owner shares the Lot, unless objection thereto is made by an Owner of that Lot to the person presiding over the meeting at the time the vote is cast. If more than the number of allocated votes is cast for any particular Lot, none of such votes shall be counted and all of such votes shall be deemed null and void other than to determine whether a quorum exists.

7.4 Board and Officers. The affairs of the Association shall be conducted by a Board and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws. The Association and the Board shall conduct its business consistent with applicable Idaho law, including the requirements of Idaho Code §§ 55-3204, 55-3205, 55-3206.

7.5 Power and Duties of the Association.

7.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles of Incorporation and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Project and the Association's other assets and affairs and the performance of the other responsibilities herein assigned, including without limitation:

7.5.2 Assessments. The Association, acting through the Board, shall have the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

7.5.3 Right of Enforcement. The Association shall have the power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles of Incorporation or the Bylaws, including the rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof. The restrictions found in this Declaration may also be enforced by any Owner of any Lot in the Property by filing an action with the Idaho District Court in and for the County of Bonneville.

7.5.4 Delegation of Powers. The Association may employ or contract for the services of a professional manager or management company ("*Manager*"). The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section. The Manager so employed or contracted with shall not have the authority to make



This document
provided courtesy
of TitleOne

expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power, or function so delegated by or on behalf of the Board. The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Section.

7.5.5 Association Rules. The Association shall have the power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable ("**Rules and Regulations**"). A copy of the rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

7.5.6 Emergency Powers. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.

7.5.7 Licenses, Easements and Rights-of-Way. The Association shall have the power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

- (a) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
- (b) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
- (c) Any similar public or quasi-public improvements or facilities.

7.5.8 Fiscal or Calendar Year. The Board shall have the right to elect a fiscal or calendar year for the Association for budget, Assessment and accounting purposes.

7.5.9 Establishment of Reserve Fund. The Association shall have the authority to levy such Assessments as are reasonably necessary to develop adequate financial reserves to fund all Common Maintenance Obligations, including, but not limited the reserve fund for the maintenance of the Roads and any drainage facilities as required by the City, in advance of actually being obliged to undertake such. The reserve funds shall be collected as part of the Regular Assessment. The reserve funds shall be maintained in a separate segregated account.

7.6 Duties of Association. In addition to the powers delegated to it by the Articles of Incorporation, Bylaws, and this Declaration, without limiting the generality thereof, the



This document
provided courtesy
of TitleOne

Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

7.6.1 Common Maintenance Obligations. The Association shall perform or provide for the performance of all Common Maintenance Obligations, including the operation, maintenance and management of the Common Maintenance Areas as set forth herein, including the repair and replacement of property or Improvements located on the Common Maintenance Areas damaged or destroyed by casualty loss, and the maintenance, repair and replacement of any facilities, if any, installed by the Declarant. The maintenance, repair and replacement of the Common Maintenance Areas shall utilize materials and colors harmonious with the original materials and colors found in the Project. The Association shall determine the frequency and need for replacement or repair of the Common Maintenance Areas. In making such determinations, the Association shall act reasonably to ensure that the structural integrity and value of the Buildings within the Project are maintained.

7.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments levied against any property exclusively owned or controlled by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.

7.6.3 Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the performance of the Common Maintenance Obligations.

7.6.4 Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the policies of insurance set forth in Article 11.

7.6.5 Alleyways. The Association shall have the responsibility to maintain, repair and reconstruct the alleyways shown on the Record of Survey, including, but not limited to, all curbing, inlets, storm drains and underground pipes and seepage beds. The alleyways shall be maintained with asphalt, concrete, or block pavers surface or other all-weather hard surface in good repair. All alleyway costs shall be allocated equally among the Owners, regardless of distance of a Lot from the public road, unless the Association shall determine, at its reasonable discretion, that the maintenance, repair, or reconstruction is related to a particular Lot or Lots, in which case the cost shall be allocated proportionately among the Lots to which it is related. The Association shall plan and schedule for the future repair and maintenance of the alleyways and create a reserve fund for such repair and maintenance. The duty of the Association to maintain the alleyways cannot be modified without the express written consent of the City.

7.6.6 Sewer & Water Services. The Declarant has connected each Lot to the public sewer and water lines. The Association shall maintain, repair, and reconstruct the lines from the point of access to the public lines to the point the lines enter a Building.



This document
provided courtesy
of TitleOne

7.6.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association in accordance with Idaho Code §§ 55-3204, 55-3205, 55-3206 and with any other applicable Idaho law.

7.7 Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the Association, provided that said Board Member, officer, manager or other person has, upon basis of such information as was available, acted in good faith without willful or intentional misconduct.

7.8 Dissolution. The Association may not be dissolved without the express written consent of the City.

ARTICLE 8 ASSESSMENTS

8.1 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special, and Limited Assessments and charges made by the Association in accordance with this Declaration.

8.1.1 Assessments Constitute Lien. All such Assessments, together with interest, costs, and reasonable attorneys' fees that may be incurred in collecting the same, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made.

8.1.2 Assessments are Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner. No Owner may waive or otherwise avoid liability for any Assessment by non-use or abandonment of his Lot. An Owner may not claim an offset against an assessment for failure of the Association to perform its obligations and no Owner may offset amounts owing or claimed to be owing by the Association or Declarant to the Owner.

8.2 Regular Assessments. All Owners, including the Declarant, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Maintenance, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount



This document
provided courtesy
of TitleOne

allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Maintenance Areas, or other property of the Association that must be replaced and maintained on a regular basis (collectively "*Expenses*").

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. Regular Assessments shall commence the date of the closing of the first sale of a Lot to an Owner.

8.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles of Incorporation or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

(a) Each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Lots owned by the Owner by the total number of Lots in the Property.

8.3 Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Association may deem appropriate.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given fiscal year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of improvements upon the Common Maintenance Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property. No Special Assessment shall be levied that exceeds 20% of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

8.3.3 Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles of Incorporation or the Bylaws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment which exceeds 20% of the gross Expenses for a year shall be sent to each Owner not less than 10 nor more than 50 days in advance of the meeting. The presence of 40% of the Owners who have voting rights in the Association, either in person or proxy, shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Manager for a date not later than 60 days after the date of initial meeting and at the reschedule meeting the presence of 30% of the Owners who have voting rights in the Association, either in person or by proxy, shall constitute a quorum. No written notice of the rescheduled meeting shall be required.



This document
provided courtesy
of TitleOne

8.4 Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

8.4.1 Maintenance and Repair. If an Owner of a Lot has failed or refused to perform required maintenance or repair or cure a default of this Declaration within a reasonable time after written notice of the necessity thereof has been delivered by the Association to said Owner, the Association shall perform all such work specified in the written notice provided to the Owner of the Lot and shall levy a Limited Assessment against the Owner of the Lot to pay for the cost of such maintenance and repair and other cost or expense, including attorney's fees, arising out of or incident to such maintenance and repair and the Assessment therefor, provided however, that the assessment of a Limited Assessment shall not absolve or relieve any Owner of its duty and obligation to pay Regular Assessments to pay for Common Maintenance Obligations.

8.4.2 Correction of Violations. In addition to maintenance and repair, the Association shall have the power to correct any violation of this Declaration on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses, and attorney's fees shall be assessed as a Limited Assessment and collected as set for in this Declaration.

8.4.3 Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose that the Association believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to the Limited Assessment.

8.5 Interest and Penalties. Any Regular, Special, or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of 12% ("*Default Rate*"). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge, the Association may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Association to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Association in the event of non-payment of an Assessment.

8.6 Estoppel Certificate. The Association, upon not less than 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 Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by an prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.



This document
provided courtesy
of TitleOne

8.7 Transfer Fee. A transfer fee (the "*Transfer Fee*") shall be paid to the Association upon each transfer of title to any Lot within the Project, as set forth below. The Transfer Fee is intended to cover administrative costs incurred by the Association related to transfers of a Lot from one Owner to as subsequent Owner.

8.7.1 Amount of Transfer Fee. The Transfer Fee shall be an amount equal to the higher of \$250 or one-tenth of one percent (0.1%) of the gross sales price or value of the consideration received for the Lot. The Transfer Fee shall be calculated and paid at the time of each transfer of title.

8.7.2 Responsibility for Payment. The Transfer Fee shall be the joint and several obligation of the buyer and seller of the Lot, unless otherwise agreed to by the parties in the transfer transaction. The Transfer Fee shall be payable at the time of closing of the transfer or upon the recording of the deed, whichever occurs first.

8.7.3 Exempt Transfers. The following transfers shall be exempt from payment of the Transfer Fee: (i) Transfers made as a gift, without consideration, between family members; (ii) Transfers by devise, descent, or operation of law upon the death of an owner; (iii) Transfers made to a lender for purposes of foreclosure or in lieu of foreclosure; (iv) Transfers between spouses as part of a divorce or legal separation; (v) Transfers to the Association; (vi) Other transfers as may be expressly exempted by the Board.

8.7.4 Use of Transfer Fees. The Transfer Fees collected shall be deposited into the general operating account of the Association or a designated reserve fund and used for the benefit of the Project.

8.7.5 Failure to Pay Transfer Fee. In the event that the Transfer Fee is not paid at the time of transfer, the Association shall have the right to file a lien on the Lot in the amount of the unpaid Transfer Fee, plus any costs of collection, including attorney's fees. The lien shall be enforceable in the same manner as other liens for unpaid assessments under this Declaration.

ARTICLE 9 ENFORCEMENT OF ASSESSMENT; LIENS

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized



This document
provided courtesy
of TitleOne

representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Sections 9.3 through 9.5 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the greater of 12% per annum or the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lot upon recording of a claim of lien with the Bonneville County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing authority that, by law, would be superior thereto.

9.3 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Bonneville County Recorder a claim of lien. The claim of lien shall state (i) the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), (ii) a sufficient description of the Lot(s) against which the same have been assessed, (iii) the name of the record Owner thereof, and (iv) the name of the Association. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.4 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney, or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.5 Required Notice. Within five business days after recording a claim of lien against a Lot, the Association shall serve, by personal delivery to the Owner of the Lot or by certified mail to the last known address of the Owner, a true and correct copy of the recorded claim of lien. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recording a claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after the foregoing required notice has been personally delivered or deposited in the mail.



This document
provided courtesy
of TitleOne

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except a Mortgage that is of record as an encumbrance against such Lot prior to the recording of a claim of lien for the Assessments. The sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recording of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.7 Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity, including but not limited to pursuit of legal action for costs and damages incurred by the Declarant or the Association as a result of the Owner's non-performance, seeking injunctive relief as may be appropriate, and undertaking commercially reasonable collection measures.

ARTICLE 10 FINES

10.1 Specific Rules for Fines. Notwithstanding all other terms of this Declaration or the Bylaws to the contrary, the following rules shall apply with respect to any fine imposed on an Owner:

10.1.1 A majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation of this Declaration or any rules or regulations related hereto.

10.1.2 Written notice of the meeting during which such vote is to be taken shall be made to the Owner at least 30 days prior to the meeting by personal service or certified mail.

10.1.3 In the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed so long as the member continues to address the violation in good faith until fully resolved.

10.1.4 No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board.

10.1.5 No part of this section shall affect any statute, rule, covenant, bylaw, provision, or clause that may allow for the recovery of attorney's fees. Attorney's fees and costs may not accrue or be assessed or collected by the Association until the requirements of this Section 10.1 have been satisfied and the Owner has failed to address the violation as set forth in subsection 10.1.3. A court of competent jurisdiction may determine the reasonableness of attorney's fees and costs assessed against an Owner. In an action to determine the reasonableness of attorney's fees and costs assessed by the Association against an Owner, the court may award reasonable attorney's fees and costs to the prevailing party.



ARTICLE 11 INSURANCE

11.1 Insurance Coverage. To ensure that the value of the Project and the interests of each Owner in their respective Lots and Buildings are protected and maintained, the Association shall obtain and keep, in full force and effect at all times, such insurance coverage provided by reputable companies duly authorized to do business in Idaho as the Association may determine is necessary and reasonable for the purposes of the Association and the fulfillment of its obligations under this Declaration. The provisions of this Section shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time. In the event of damage or destruction to any portion of the Project as set forth herein, the Association's actions shall be governed hereby.

11.2 Form. Any casualty insurance obtained hereunder shall be carried in a form or forms naming the Association as the insured, as trustee for the Owners, which policy or policies shall provide a standard loss payable clause providing for payments of insurance proceeds to the Association, as trustee for the Owners, and for the respective first Mortgagee which from time to time shall give notice to the Association of such first Mortgagees, such proceeds to be used in accordance with this Declaration. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after 10 days' prior written notice is first given to each Owner and to each first Mortgagee. The Association shall furnish to each Owner and to Declarant a true copy of such policy together with a certificate identifying the interest of the Owner. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy, as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect. Public liability and property damage insurance shall name the Association as the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association, its agents and employees, in connection with the ownership, operation, maintenance or other use of the Project.

11.3 Insurance and Indemnity Obligations of Owners. Each Owner shall insure the contents, personal property, fixtures, interior finishes, betterments and improvements located within the Building on their Lot against casualty, loss or theft. Each Owner shall at all times provide and maintain or cause to be provided and maintained liability insurance insuring such Owner against claims for bodily injury or death, property damage or destruction, and personal injury occurring in or arising out of the use or occupancy of its Lot, the use or occupancy of the interior of any building constructed on such Lot, or its failure to perform any duty or obligation set forth herein. The Association can request a copy of the homeowners insurance coverage to ensure the interior is covered under a homeowners individual policy. Each insurance policy required by this Section shall be written with a financially responsible insurance company licensed to do business in the state of Idaho. The Association shall be named as an additional insured on all policies of



This document
provided courtesy
of TitleOne

liability insurance. Each policy shall not be cancelled, materially changed or renewed without the giving of 30 days' prior written notice to the insured, any additional insured, and to the holders of such certificates. Notwithstanding the provisions of this Section, each Owner may obtain insurance at his own expense providing coverage upon his Lot, Building, and Improvements construct thereon, in addition to that maintained by the Association, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies with the Association obtains pursuant to this Section. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, in such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. In the event that the Members elect to relieve the Association of the obligation of insuring each Lot, Building constructed thereon, and Improvements constructed thereon as set forth above, then each Owner shall be solely responsible for insuring their Lot, Building, Improvements and personal property. Additionally, in the event an Owner damages the Common Easement Areas, the Common Maintenance Areas, any Building, any Improvements or any Lot within the Project, or causes any personal injury to any person, whether such is the result of intentional or negligent action by an Owner, said Owner shall be solely responsible to repair such property damage, whether on that Owner's Lot or another Lot and shall indemnify, defend and hold harmless every other Owner and the Association for, from and against any injury or damage that such may have incurred or suffered as a result of the Owner's intentional or negligent conduct.

11.4 Application and Allocation of Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained by the Association pursuant to this Section. All Owners and the Mortgagees of such Lots shall be bound by the apportionments of damage and of all insurance proceeds made by the Association pursuant thereto.

11.5 Association as Agent. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the insurance process payable under a policy of insurance maintained by the Association upon damage or destruction to any portion of the Project, Lots, and Common Maintenance Areas as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute such appointment.

11.6 General Authority of Association. As attorney in fact, the Association shall have a full and complete authorization, right and power to make, execute and deliver any contract or other instrument with respect to the interest of an Owner, which may be necessary or appropriate to exercise the powers herein granted. Repair and reconstruction of the Improvements as used in the succeeding sections mean restoring the Project to substantially the same condition in which it existed prior to damage, with each Lot, Building, and Improvement having substantially the same configuration as prior to the damage or destruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair and reconstruction unless the Owners and all first Mortgagees unanimously agree not to rebuild in accordance with the provisions set forth hereinafter.

11.7 Estimate of Costs. As soon as practicable after an event causing damage to, or destruction of, any part of the Project, the Association shall obtain estimates that it deems reliable



This document
provided courtesy
of TitleOne

and complete of any costs of repair or reconstruction of that part of the Project damaged or destroyed.

11.8 Repair or Reconstruction. The Association shall diligently pursue to complete the repair or reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent to other action by any Owner shall be necessary in connection therewith. Such repair or reconstruction shall be in accordance with the original plans and specifications of the Project.

11.9 Funds for Reconstruction. The proceeds of any insurance collected shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair or reconstruction, the Association, may levy in advance a Special Assessment of repair or reconstruction. Such Special Assessment shall be allocated and collected as provided herein. Further Special Assessments may be made in like manner if the amounts collected prove insufficient to complete the repair or reconstruction.

11.10 Disbursement of Funds for Repair for Reconstruction. The insurance proceeds held by the Association and the amounts received from the assessments provided for herein constitute a fund for the payment of cost of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of repair or reconstruction, such balance shall be distributed to the Owners in proportion to the contributions by each Owner pursuant to the assessments by the Association herein.

11.11 Obligations of Owners and Association. If the Association is unable to obtain any of the insurance policies or coverages specifically set forth herein, then it shall be the duty and obligation of each Owner to individually obtain the coverages the Association is obliged to obtain hereunder for the Owner's Lot, the Improvements constructed thereon, and its Building consistent with the provisions of this Article, in such amounts as necessary to provide for the full replacement thereof in the event of damage or destruction, including fire and extended coverage. Under such circumstances, each Owner shall deliver proof of such coverage to the Association and shall name the Association as an additional insured on any policy obtained by the Owner. If (i) the Association is unable to procure the insurance policies and coverages set forth herein and an Owner fails to obtain such coverage and the Owner fails to deliver proof that it has obtained such coverage to the Association or (ii) the Owner fails to obtain any other coverage required of it hereunder, then the Association shall have the right, but not the obligation, to procure such insurance policies and coverages required hereunder for the benefit of the Owner, designating both the Owner and the Association as named insureds, as their interests may appear, and the Association shall levy a Special Assessment against the Lot of such Owner in the amount of the premium for all such insurance policies and coverages that the Association has procured for the Owner's benefit. The policies of such insurance required by this Section shall provide that the insurance represented by such certificates shall not be cancelled, materially changed, or non-renewed without the giving of 30 days' prior written notice to the insured, any additional insured, and to the holders of such certificates. Provided, however, that this Section shall be of no force or effect if the Members elect to relieve the Association of the obligation of insuring each Lot, Building constructed thereon, and



This document
provided courtesy
of TitleOne

Improvements constructed thereon as upon such occurrence the Association shall not be deemed to have been unable to obtain coverage and shall have no further responsibilities for obtaining any insurance that the Members elect to not have the Association obtain.

ARTICLE 12 ARCHITECTURAL CONTROL

During the Declarant Control Period, Declarant is authorized to build single-family townhouses and residential units consistent with Declarant's current plan for the Project. During the Declarant Control Period, Declarant is also responsible for approving any change of design or look or appearance of the improvements on the Lots within the Project. After the Declarant Control Period, modifications to the improvements on the Property must be approved by the Board of the Association. Any exterior modifications to the improvements on the Lots or to the individual yards on the Lots that involves substantial modifications to the Property beyond plants and grass must be approved by the Board of the Association. The factors to be considered by the Association before approval are (a) whether the modifications are consistent with the overall look and feel of the neighborhood; and (b) whether the modifications distract from the overall look and feel of the neighborhood

ARTICLE 13 ANNEXATION

13.1 Annexation. Additional property may be annexed to the Project and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of an Owner or the Association. To annex additional property to the Project, the Declarant shall record a supplemental declaration which shall specify the annexation of the additional property to the Project and which may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all the rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property to the Project, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 15.2 of this Declaration.

13.2 De-Annexation. The Declarant shall have the right to delete all or a portion of the Project from the coverage of this Declaration and the jurisdiction of the Association, so long as the Declarant is the Owner of all the property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded with the Bonneville County Recorder.

ARTICLE 14 MISCELLANEOUS

14.1 Term. Except as provided herein, the term of this Declaration shall be for a period of thirty (30) years ("*Primary Period*") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for



This document
provided courtesy
of TitleOne.

Successive periods of ten (10) years each (each such period being referred to as an "*Extension Period*") unless, prior to the date of expiration of the Primary Period or Extension Period then in effect, it is extinguished by a written instrument executed by the Owners of at least three-fourths of the Lots covered by this Declaration and such written instrument is recorded with the Bonneville County Recorder. Notwithstanding any termination of this Declaration, all easements created herein or depicted on the plat shall survive termination of the Declaration. The termination of the Declaration shall in no way modify the right, title, and interest of any Owner in any easement, nor shall termination relieve any Owner of any burden or obligation under any easement set forth herein or on the plat.

14.2 Amendment. This Declaration may be amended as follows:

14.2.1 By Declarant. During the Declarant Control Period, this Declaration may be amended or terminated by the Declarant by the recording of a written instrument signed by the Declarant and acknowledged setting forth such amendment or termination.

14.2.2 By Owners. After the Declarant Control Period, this Declaration, this Declaration may be amended by a written instrument with the approval of two-thirds (2/3) of the Lot Owners after forty-five (45) days' notice to all Owners. Such amendment shall be effective upon its recording with the Bonneville County Recorder.

14.3 Books and Records. All books, records, and minutes of the Association and all other books and records maintained by the Manager shall be made available for inspection and copying by an Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Manager shall prescribe.

14.4 Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale, and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements, and other provisions set forth in this Declaration and agrees to be bound by the same.

14.5 Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 72 hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

14.6 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or enforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

14.7 Not a Partnership. The provisions of the Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship among the Owners, including the Declarant.



This document
provided courtesy
of TitleOne

14.8 No Third-Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not an Owner or an occupant, unless otherwise expressly provided herein.

14.9 Injunctive Relief. In the event of any violation or threatened violation by a person of any of the covenants, easements and restrictions contained in this Declaration, the Declarant, the Association, and/or any or all of the Owners shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

14.10 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies with such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien or security of any lien holder made in good faith for value, but this Declaration shall be binding upon and, be in effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

14.11 Attorney's Fees. In the event any person initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding the prevailing party's reasonable costs and attorney's fees, including the same with respect to an appeal.

14.12 Force Majeure. The period of time provided in this Declaration for the performance of any act shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, acts of war or terrorism, the elements or acts of God, refusal or failure of governmental authorities to grant necessary permits and approvals for the act (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control.

Signature Pages Follow

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERFRONT LUXURY TOWNHOMES - 36
Error! Unknown document property name.



GENERAL LEGAL ADJUSTMENTS LOTS 1-20 BLOCK 1
RIVERFRONT LUXURY TOWNHOMES CONDOMINIUM # 1
TOWNSHIP 2 NORTH, RANGE 57 EAST OF THE ROSS MERIDIAN

RECORD OF SURVEY
BOUNDARY ADJUSTMENT
RIVERFRONT LUXURY TOWNHOMES, DIVISION NO. 1
A SUBDIVISION OF THE CITY OF EDWARDS FALLS
HONNEVILLE COUNTY, WISCONSIN
PART OF THE S.E. 1/4 OF SECTION 42
TOWNSHIP 2 NORTH, RANGE 57 EAST OF THE ROSS MERIDIAN

PARCELS 1-20 (Lots 1-20, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 21-30 (Lots 21-30, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 31-40 (Lots 31-40, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 41-50 (Lots 41-50, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 51-60 (Lots 51-60, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 61-70 (Lots 61-70, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 71-80 (Lots 71-80, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

PARCELS 81-90 (Lots 81-90, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.

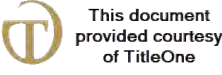
PARCELS 91-100 (Lots 91-100, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.



RECORD OF SURVEY
ASSYEN FITZGERALD
PART OF THE S.E. 1/4 OF SECTION 12
HONNEVILLE COUNTY, WISCONSIN
MAY 1, 2024
ASSYEN FITZGERALD, Surveyor
1234 Main St, Stevens Point, WI 54481

SURVEYOR'S CERTIFICATE
I, the undersigned, David J. Pfitzner, a duly licensed and qualified Surveyor in the State of Wisconsin, do hereby certify that the foregoing is a true and correct copy of the original survey as shown on the plat, and that the same is in accordance with the provisions of the laws of the State of Wisconsin relating to surveys. My commission expires on the 31st day of December, 2026.

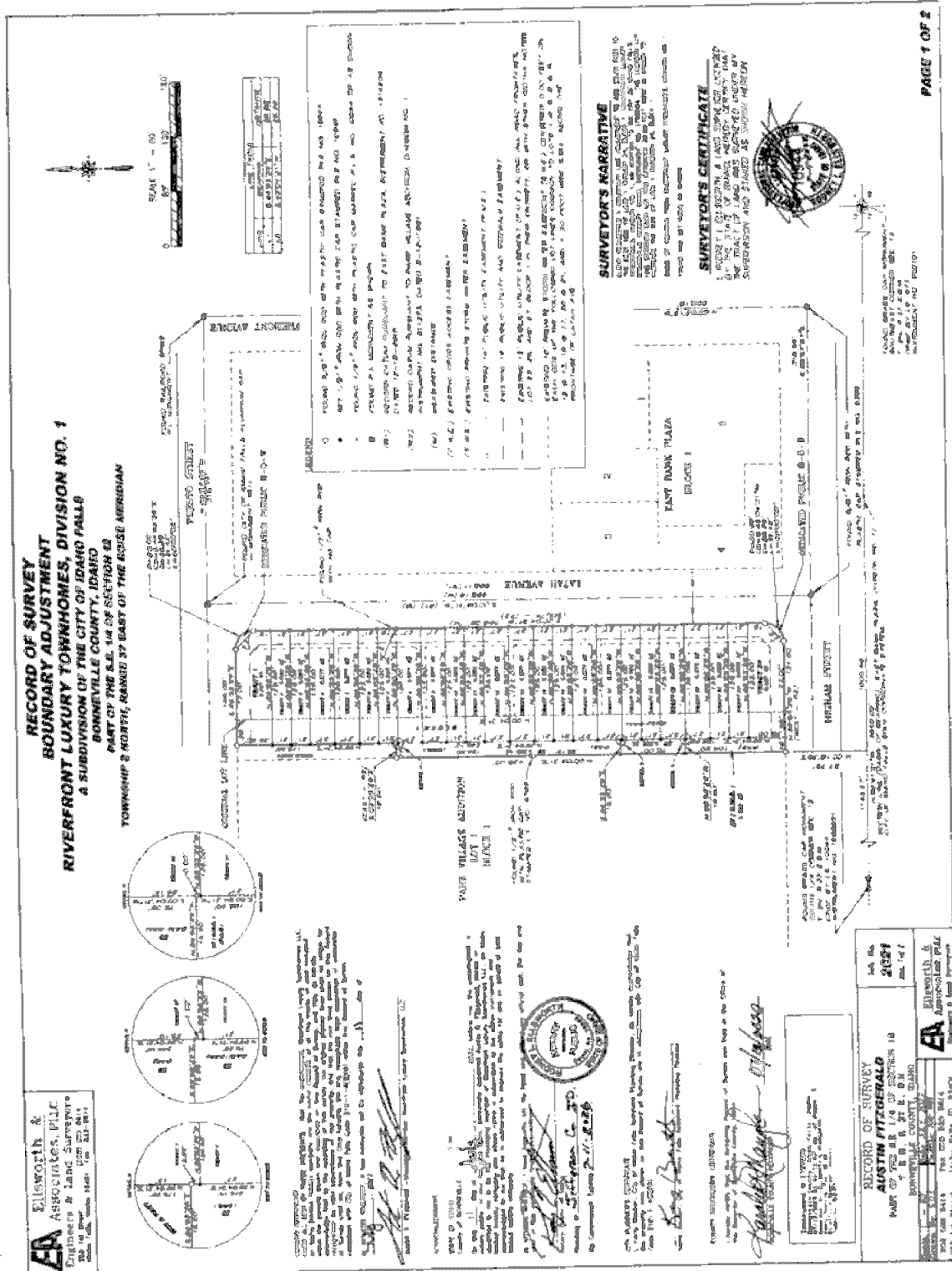
PARCELS 101-110 (Lots 101-110, Block 1, Division 1)
 The boundaries of the lots are as shown on the plat, and the same are subject to the covenants, conditions and restrictions hereinafter set forth. The lots are to be used for residential purposes only, and no part of any lot shall be used for any other purpose without the written consent of the Board of Directors of the Condominium Association. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth. The lots shall be conveyed to the owners thereof in fee simple, and the same shall be subject to the covenants, conditions and restrictions hereinafter set forth.



This document provided courtesy of TitleOne

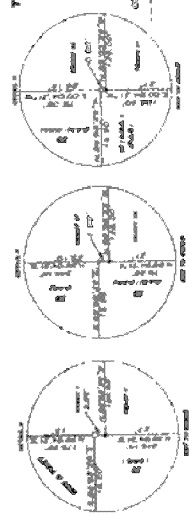


EXHIBIT B
 RECORD OF SURVEY



**RECORD OF SURVEY
 BOUNDARY ADJUSTMENT
 RIVERFRONT LUXURY TOWNHOMES, DIVISION NO. 1
 A SUBDIVISION OF THE CITY OF IDAHO FALLS
 BONNEVILLE COUNTY, IDAHO
 PART OF THE S.E. 1/4 OF SECTION 12
 TOWNSHIP 2 NORTH, RANGE 37 EAST OF THE MERIDIAN**

EA Ellsworth & Associates, PLLC
 Engineers & Land Surveyors
 200 W. Main Street, Suite 200
 Idaho Falls, ID 83401
 Phone: 208.342.1111
 Fax: 208.342.1112



Surveyor's Declaration: I, the undersigned, being a duly licensed and sworn Surveyor in the State of Idaho, do hereby certify that I am the author of the foregoing plat and that the same is a true and correct copy of the original as the same appears in my office. I have not been furnished with any other information that would require a change in the foregoing plat.



Austin Fitzgerald
 Surveyor
 State of Idaho
 License No. 12345

Surveyed and Platted by
 Austin Fitzgerald
 Surveyor
 State of Idaho
 License No. 12345

RECORD OF SURVEY AUSTIN FITZGERALD PART OF SEC. 12, 1/4 OF SECTION 12 BONNEVILLE COUNTY, IDAHO T2N, R37E, S12E	EA Ellsworth & Associates, PLLC Engineers & Land Surveyors 200 W. Main Street, Suite 200 Idaho Falls, ID 83401 Phone: 208.342.1111 Fax: 208.342.1112
--	--

ABSTRACT

1. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND EAST BANK PLAZA.

2. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND LATAH AVENUE.

3. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND METHUEN STREET.

4. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND EAST BANK PLAZA.

5. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND LATAH AVENUE.

6. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND METHUEN STREET.

7. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND EAST BANK PLAZA.

8. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND LATAH AVENUE.

9. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND METHUEN STREET.

10. TO BE ADJUSTED TO THE CORNER OF THE RIVERFRONT AVENUE AND EAST BANK PLAZA.

SURVEYOR'S NARRATIVE

The survey was conducted on the 12th day of June, 2025, at the City of Idaho Falls, Bonneville County, Idaho. The purpose of the survey was to adjust the boundaries of the Riverfront Luxury Townhomes, Division No. 1, as shown on the attached plat. The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 54, Title 54, Idaho Code.

The survey was conducted by the undersigned, Austin Fitzgerald, a duly licensed and sworn Surveyor in the State of Idaho. The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 54, Title 54, Idaho Code.

The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 54, Title 54, Idaho Code.

The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 54, Title 54, Idaho Code.

The survey was conducted in accordance with the provisions of the Idaho Surveying Act, Chapter 54, Title 54, Idaho Code.

