

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
FOR SAND CREEK ESTATES, DIVISION NO. 1**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of January 1, 2022, by Harvest Homes at Sand Creek Estates, LLC, an Idaho limited liability company (the “Declarant”).

RECITALS:

- A. The Declarant is the owner of certain real property located in Bonneville County, Idaho, which is generally described as Sand Creek Estates, Division No. 1, an addition to the City of Idaho Falls.
- B. The Declarant is adopting these covenants, conditions, and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing and future owners of the Property, in conjunction with the residential development of the Property.
- C. The Property consists of lots used or to be used as sites for the construction of single-family residences.
- D. The Property is hereby made subject to the covenants, conditions, restrictions, reservations, assessments, charges, and liens contained or provided for in this Declaration, all of which shall be enforceable as restrictive covenants and equitable servitudes and shall run with the land.
- E. The Property shall generally be known as Sand Creek Estates.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used, and occupied subject to the provisions of this Declaration, including the covenants, restrictions, reservations, assessments, regulations, charges, and liens contained or provided for herein, which are for the purpose of protecting the value and desirability of the Property as a first-class residential real estate project, and which shall be construed as restrictive covenants and equitable servitudes and shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors, and assigns.



ARTICLE I DEFINITIONS

“Association” shall mean Sand Creek Estates Owners’ Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

“Common Areas” shall mean any and all real property (including but not limited to rights-of-way, easements, leases, and licenses therein), improvements and utility facilities owned by the Association for the common use and enjoyment of all the Members of the Association. Lots 1 and 14 of Block 1, Lot 24 of Block 2, and Lot 7 of Block 5 shall constitute part of the Common Areas. The Association’s easements for access and utilities over and under all roads designated on any Plat shall constitute part of the Common Areas. Generally, all easements, walkways, landscaping, utilities, and other similar improvements owned by the Association shall be deemed to be Common Areas and operated and maintained as such up to the point, if applicable, where the improvement or facility borders upon a residential Lot.

“Common Expenses” shall mean the following services obtained by the Association with respect to the Common Areas: the maintenance, repair, and replacement of retention areas, walkways, landscaping, utilities and other facilities, and the other cost of the administration of the Property (including accounting, legal, equipment, insurance, personnel and overhead), including without limitation the cost of liability insurance covering the Association and its directors, officers, and employees.

“Declarant” shall mean Harvest Homes at Sand Creek Estates, LLC, an Idaho limited liability company, and its successors and assigns as the developers of the Property.

“Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

“Lot” shall mean each of the single-family residential lots shown on a Plat of the Property.

“Management Committee” shall have the meaning set forth in Section 2.3.

“Member” shall mean any member of the Association. The Owner of a Lot, whether one or more persons and/or entities, shall constitute a single Member.

“Owner” shall mean the record owner or owners of fee simple title to any Lot, including contract buyers of record, but excluding contract sellers, mortgagees, deed of trust beneficiaries and others parties having an interest merely as security for the performance of an obligation unless and until said party has acquired title to a Lot pursuant to foreclosure or a proceeding in lieu thereof. The record owner or owners of any Lot, whether one or more persons and/or entities, shall collectively constitute a single Owner. Any owner of record of a Lot, and any member, partner, shareholder, director, or officer of an entity that is an owner of record of a Lot, may be treated as the representative of the Owner of such Lot for purposes of notices, voting and other matters.



“Plat” shall mean any and all plats recorded with respect to the Property, including that certain subdivision plat filed with the Recorder of Bonneville County, Idaho, for Sand Creek Estates, Division No. 1, an addition to the City of Idaho Falls, Idaho.

“Property” shall mean the real property located in Bonneville County, Idaho, particularly described as follows:

All property located within the boundaries Sand Creek Estates, Division No. 1, an addition to the City of Idaho Falls, as shown on the recorded Plat for such subdivision recorded in the records of Bonneville County, Idaho, together with such additions and improvements thereto.

ARTICLE II ASSOCIATION AND MANAGEMENT COMMITTEE

2.1 Membership. Each Owner of a Lot shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot, and ownership of a Lot shall be the sole qualification for membership in the Association.

2.2 Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as set forth below. Except as provided below, there shall be one (1) vote allowed for each Lot. If a Lot is owned by more than one owner, the vote for said Lot shall be cast in such manner as the persons and/or entities constituting the Owner of such Lot shall determine, but the decision of the Management Committee as to the authority conferred upon one or more owners or other representatives by the Owner in casting the vote for said Lot shall be conclusive and binding. The foregoing notwithstanding, there shall be five (5) votes allowed for each Lot owned by Declarant.

2.3 Management Committee.

(a) The administration of the Property on behalf of the Association shall be conducted by the Management Committee, consisting of at least three (3) and no more than five (5) natural persons.

(b) Except as is hereinafter provided in paragraph (e) of this Section 2.3, the members of the Management Committee shall be elected by a majority vote of the Members of the Association.

(c) The members of the Management Committee shall serve until their respective successors are elected, or until their earlier death, resignation, or removal. Any member of the Management Committee may resign at any time by giving written notice to the Association. Any member of the Management Committee may be removed from membership on the Management Committee by a majority vote of the Members of the Association. Whenever there shall occur a vacancy on the Management Committee due to death, resignation,



removal, or any other cause, the remaining members of the Management Committee shall appoint a successor member to serve until a successor is elected by the Members of the Association.

(d) The Management Committee, for the benefit of the Property and the Owners, shall enforce the provisions of this Declaration, and may adopt reasonable rules and regulations governing the Property.

(e) Initially, the members of the Management Committee shall consist of Brett Falkenrath, Steve Lawson, and Brady Bloxham. Declarant shall have the option at any time, by an express written declaration, to turn over to the Owners the total responsibility for electing and removing members of the Management Committee.

ARTICLE III POWERS AND DUTIES OF ASSOCIATION

3.1 Powers and Duties. The Management Committee, acting on behalf of the Association, shall have all the powers, duties, and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

(a) To manage the business, property, and affairs of the Association and make and enforce all rules and regulations covering the operation and maintenance of the Property.

(b) To open bank accounts on behalf of the Association and to designate the signatures thereof.

(c) To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

(d) To enter into contracts, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(e) To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.

(f) To operate, maintain, repair, improve, and replace the Common Areas.

(g) To determine and pay Common Expenses and other expenses of the Association.

(h) To assess and collect the proportionate shares of Common Expenses and other applicable expenses of the Association from the Owners.

(i) To purchase, hold, sell, convey, mortgage, or lease any Common Area or Lots in the name of the Association or its designee.



(j) To bring, prosecute, and settle litigation for itself, the Association, and the Common Areas.

(k) To obtain insurance for the Association with respect to the Common Areas and for the Association's directors, officers, and employees, as well as workmen's compensation insurance as needed.

(l) To repair or restore the Common Areas and any property owned by the Association following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation.

(m) To own, purchase or lease, hold, sell, or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and in the operation of the Common Areas and any property owned by the Association.

(n) To do all other acts necessary for the administration, operation, and maintenance of the Common Areas and any property owned by the Association, including the maintenance and repair of any improvements on the Common Areas if the same is necessary or desirable to protect or preserve the Common Areas and any property owned by the Association.

3.2 Delegation. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3.1 above except: (i) the final determination of budgets, expenses, and assessments based thereon; (ii) the promulgation of rules and regulations; (iii) the power to purchase, hold, sell, convey, mortgage, or lease any property in the name of the Association; or (iv) any other power, duty, or responsibility non-delegable by law.

3.3 Limited Liability. The members of the Management Committee and their contractors, agents, and employees: (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

3.4 Indemnification. The Association hereby indemnifies and holds harmless any person, their heirs and personal representatives from and against all personal liability and all expenses, including attorneys' fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he or she was a member of the Management Committee or an officer or assistant officer, member,



attorney or manager of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee or otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a common expense and shall be assessed and collectable as such.

3.5 No Amendment Without Consent. The provisions of Sections 3.3 and 3.4 above may not be amended with any retroactive effect so as to limit the rights of any person otherwise entitled to the benefits thereof.

ARTICLE IV COMMON AREAS AND EASEMENTS

4.1 Ownership and Maintenance of Common Areas. The Association shall own the Common Areas. The maintenance, repair, and replacement of the Common Areas shall be the responsibility of the Management Committee. The Management Committee as part of its responsibility, shall maintain, repair, and replace all improvements and utility facilities located on the Common Areas. The maintenance, repair, and replacement of all improvements and utility facilities located on each Lot shall be the sole responsibility of the Owner of such Lot and not the Management Committee or the Association.

4.2 Use of Common Areas. Each Owner's right to the use of Common Areas, shall be restricted to their personal family, tenants, and guests, subject to the control of the Association and any rules and regulations adopted by the Management Committee in their sole and absolute discretion. The Owners shall not place or store anything within the Common Areas without the prior written consent of the Management Committee. Owners shall not violate any rules and regulations for the use of Common Areas adopted by the Management Committee and furnished in writing to the Owners. Fines and other penalties for violations thereof may be imposed and enforced (by special assessment or otherwise) by the Management Committee for violations of such rules and regulations, and it is expressly understood that Owners may be held responsible for acts of their tenants and invitees. As part of Declarant's program of development of the Property and to encourage the marketing of Lots, Declarant shall have the right, during the construction and marketing period and as an aid for marketing, without charge, to the reasonable use of Common Areas.

4.3 Other Easements. The Property shall be subject to other easements and rights-of-way as may be designated on the Plat.



ARTICLE V ASSESSMENTS

The making and collection of assessments of any nature from Owners (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee as set forth below.

5.1 Assessments. Each Owner of a Lot shall be responsible for the payment of a regular assessment to all Owners of an equal proportionate share of all Common Expenses, on an annual, monthly, or other basis as determined by the Management Committee. In addition, each Owner shall be responsible for the payment of (i) any special assessment to all Owners of an equal proportionate share for capital improvements and replacements and a reasonable reserve therefor, equipment purchases and replacements and a reasonable reserve therefor, and shortages in regular assessments which are levied against the Lots by the Association; and (ii) any special assessment to such Owner of costs incurred by the Association in connection with damages to or the maintenance, repair and/or replacement of any Common Area as a result of the acts or omissions of such Owner or the failure of an Owner to keep the Owner's Lot in good condition and repair as require by this Declaration. Furthermore, fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against an Owner and its Lot for violations by that Owner or by its tenants or invitees.

5.2 Payment. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Management Committee may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first).

5.3 Collection and Lien. All assessments against a Lot, together with interest, reasonable attorneys' fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be the personal obligation of each person or entity, jointly and severally, who had any interest of record in or to such Lot at the time the assessment became due or at any time thereafter, and shall be a charge and a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made. Such lien may be foreclosed in accordance with Idaho Code § 45-810 including any amendments and successor statutes thereto.

5.4 Right to Collect from Tenant. If an Owner, at any time, leases their Lot and is in default for a period of one month or more in the payment of assessments or other charges, the Management Committee may, at its option, so long as such default continues, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Management Committee shall be fully entitled to demand and receive a copy of the applicable lease agreement.



ARTICLE VI PURPOSE OF THE PROPERTY; USE RESTRICTIONS

6.1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration, and control of the Property as a first-class residential subdivision.

6.2. No Further Subdividing. No Lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

Use as Residences Only. The Lots may only be occupied and used for single family residential purposes, and for such incidental purposes as may be approved by the Management Committee. Each Owner shall use or occupy their Lot in a manner consistent with all reasonable rules and regulations which may be adopted by the Management Committee. Accessory buildings may be constructed on the Lots for purposes which are associated with the usage of the single-family residence on the Lots such as garages, greenhouses, storage sheds, and recreational facilities. Provided, however, all such accessory buildings shall be limited to one (1) story in height and the roof design and siding for such accessory buildings shall use the same materials and colors as the residence located on the Lot. The Lots may not be occupied and used for any commercial or industrial establishment, except if approved by the Management Committee, residences on the Lots may be used for a home occupation or the office of a person practicing their profession within the residence.

6.3. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

(a) Keeping Outside Areas Clean and Sightly. All Owners shall keep their Lots in a reasonably clean, safe, sightly, and tidy condition, except for reasonable activities permitted by the Management Committee during the construction of an authorized improvement. Refuse, garbage, and trash shall be kept at all times in a covered container, and such covered container shall be screened from view except on days when garbage is collected.

(b) Animals. No animals of any kind shall be raised, bred, or kept, except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No more than three (3) dogs may be raised, bred, or kept on any Lot. All owners of animals shall exercise such proper care and control of their animal or animals to prevent them from becoming a nuisance. "Nuisance" means any noisy animal, any vicious animal or any animal which chews, tears, digs in or scratches, litters or soils, destroys, or in any other manner injures garbage containers, gardens, flowerbeds, lawns, trees, shrubbery, or any other property within the Property. Excessive, continued, or untimely barking, molesting passersby, chasing vehicles, habitually attacking other animals, trespassing upon private property in such a manner as to damage property shall also be deemed a nuisance. "Noisy animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person. The Management Committee shall have authority to assess fines and other penalties against any Owner whose animal becomes a nuisance or otherwise causes damage to any property. Also, the Management Committee shall have authority to require any problem animal to be excluded from the Property if such animal causes problems on the Property in three

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(3) or more instances.

(c) Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Lot.

(d) Repair of Buildings. No improvement upon any property within the Property, shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the owner thereof.

(e) Parking. Sufficient driveways and parking areas shall be provided by the owner of each lot, to permit off-street parking, in order that the flow of traffic may not be obstructed or impeded, and that snow removal may be facilitated.

(f) Weed Control and Landscaping. The Owner of each undeveloped Lot shall control all weeds and noxious plants so that no undeveloped Lot shall have growing thereon or noxious plants more than ten inches (10") in height, measured from the surface of the ground. All developed Lots shall be reasonably landscaped with appropriate grass, trees, and shrubs. The type and location of all trees located in front yards must be approved by the Management Committee.

(g) Storage Areas. All portions of any Lot which are used for the storage of trailers, machinery, trucks, pick-ups, automobiles, stock and trade, or other items of personal property shall be screened from public view by a fence or some other type of screen approved by the Management Committee. No unlicensed or nonoperating vehicles shall be allowed on a Lot unless such vehicles are stored in a garage.

(h) Covenant to Build. Within two (2) years following the conveyance of any unimproved Lot from Declarant to an Owner, such Owner shall commence, or cause the commencement of, the construction of a residence on such Lot and thereafter shall diligently pursue the same until completion. The construction and completion of such residence must conform to and comply with the provisions of this Declaration. Landscaping conforming to and complying with the provisions of this Declaration shall be completed within one (1) year following the issuance of a certificate of occupancy for the primary residence on a Lot.

ARTICLE VII ARCHITECTURAL CONTROL; DEVELOPMENT RESTRICTIONS

7.1 Requirement of Development Approval and Completion of Construction Activity. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed, or permitted to remain on or under the surface of any Lot, and no construction activities shall be commenced, until any such activity has been approved by the Management Committee. Duplicate sets of plans and specifications for any proposed Lot improvement or alteration shall be submitted to the Management Committee. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of these covenants. The Management Committee shall review the complete plans and specifications as soon as practicable and determine if the proposed use or development conforms to the requirements of



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these covenants and the rules and guidelines adopted by the Management Committee. The Management Committee may approve plans and specifications subject to any conditions or modifications which the Management Committee determines to be necessary in order to ensure conformity with the requirements of these covenants and such rules. The Management Committee shall retain one set of plans and specifications. The Management Committee shall set forth in writing, its reasons for rejecting any proposed structure or other improvement, promptly after written request by the applicable Owner for a statement of such reasons. Any construction activity approved by the Management Committee shall be completed as quickly as possible and in no event shall such construction activity take longer than one (1) year after the date any such construction activity is approved by the Management Committee.

7.2 Development Restrictions. All development on and use of Lots shall conform to the following requirements:

(a) Land Use Regulations. All development on and use of Lots shall be in conformity with any and all applicable land use regulations of the City of Idaho Falls, Bonneville County, Idaho, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirements shall govern.

(b) Height Limitations, Setbacks, Floor Area Requirements. No structure shall be greater than thirty-five (35) feet in height. Building height shall be measured from the lowest existing grade to the highest point of the roof structure, but shall not include chimneys, vents, or antennas. All structures and improvements (other than driveways, utility installations and similar improvements) shall be in conformity with any and all applicable setback requirements and zoning regulations of the City of Idaho Falls and Bonneville County, Idaho. The principal residence (excluding the garage, porches, patios, and breezeways) shall have a minimum floor area of one thousand five hundred (1,500) square feet. Split-level and two-story residences shall have not less than one thousand three hundred (1,300) square feet of living space in the main ground level. All residences must have as a minimum a two (2) car garage. The main body of the roof must be a minimum slope of 6/12. Additional dormers and articulations of the roof are strongly encouraged.

(c) Temporary Structures Prohibited. No temporary structures, such as trailers, tents, shacks, or other similar buildings shall be permitted on any Lot, except during construction as authorized by the Management Committee.

(d) Satellite Dishes. Satellite dishes must be approved as to height, size, and location by the Management Committee. All satellite dishes must be located in the rear yard and screened from view.

(e) Fences. No fences may be installed nearer the street than the front of the residence. Fence construction plans and specifications must be approved by the Management Committee.

(f) Mandatory Sidewalk Construction and Tree Planting. Each Lot Owner shall, at such Lot Owner's own cost and expense, install a five (5) foot wide sidewalk along the entire frontage of such Owner's Lot, which sidewalk shall be in conformance with sidewalk standards and specifications established by the City of Idaho Falls, Idaho. Such sidewalks shall



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be fully installed on or before the earlier of: (i) three (3) years from the date of purchase of the Lot from developer, or (ii) prior to the time the residence on the Lot is occupied. Additionally, each Lot Owner shall, at such Lot Owner's own cost and expense, plant or cause to be planted trees along the mow strip between the street edge and the sidewalk along the entire frontage of such Owner's Lot. Such trees must be of the Chanticleer Pear and Greenspire Linden species and must be a minimum of 1 1/2 caliper or 15 gallons when planted. The trees must be centered along the mow strip and planted a maximum of 40 feet and a minimum of 30 feet apart, alternating between the two species.

(g) Construction Materials. No prefabricated or modular structures of any kind shall be permitted for the residence or any other structure; provided, however, that walls and similar building components may be constructed off-site and then assembled on-site, subject to the approval of the Management Committee. Whether the on-site work to be performed is adequate to satisfy the foregoing requirement shall be determined by the Management Committee in its sole and absolute discretion. The residence and any other structures must be of materials approved by the Management Committee. The roofs of all structures shall be constructed of materials approved by the Management Committee. No reflective finishes (other than glass) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including but without limitation, the exterior surfaces of any of the following: roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes. No vinyl or aluminum siding is permitted on any structures.

(h) Construction Work. All construction work shall be subject to full regulation at all times by the Management Committee, as to access to the site, site and work conditions (including temporary structures, hours of operations, cleanliness and other matters), and scheduling of construction work. All construction debris must be removed offsite for disposal. The burning of construction debris within the Property is strictly prohibited. Builders must repair any damage done to roads or other improvements in connection with their work on the Property. The Management Committee shall have the power to assess fines against a builder that has violated the rules and regulations and against the Owner employing such builder. In addition, the Management Committee shall have the power to ban any builder from doing any work within the Property if such builder has repeatedly violated the rules and regulations as determined by the Management Committee in its sole and absolute discretion. All construction shall be completed within one year from the commencement date of construction, unless the Management Committee in its discretion approves an extension for good cause.

(i) Utilities. All utility lines, including but not limited to phone lines, power lines, and water and sewer lines, shall be located underground. All propane tanks and similar facilities shall be (i) installed underground, screened or enclosed in a separate structure, or constructed as an integral part of the main structure of the residence, all in accordance with applicable laws and code requirements; and (ii) conspicuously flagged or otherwise marked to be easily identified by fire and other emergency vehicles and by snow removal equipment. All utility lines on Lots and connections from Lots to the utility lines in the roads shall be completed at the applicable Lot Owners' expense.

7.3 Variances. The Management Committee may authorize variances from compliance with any of the architectural provisions of this Declaration and of any Supplemental Declaration, including restrictions upon height, size, floor area or placement of structures, or



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similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Management Committee, and shall become effective upon recordation in the Office of the County Recorder of Bonneville County, Idaho. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance.

ARTICLE VIII INSURANCE

Each Owner is solely responsible for obtaining its own property and liability insurance covering any and all improvements on their Lot.

ARTICLE IX DESTRUCTION, DAMAGE OR OBSOLESCENCE

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation, or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

ARTICLE X EMINENT DOMAIN

Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and facilities by the exercise of the power in the nature of eminent domain or by any action or deed in lieu of condemnation, the Management Committee shall be entitled to timely written notice thereof and the Management Committee shall participate in the proceedings incident thereto.

ARTICLE XI LEASING OF LOTS

All leases of Lots shall be subject in all respects to the provisions of this Declaration and failure of the lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the lessee directly by the Association, but without limitation of any other rights of the Association.

ARTICLE XII NOTICES

Any notice permitted or required to be delivered as provided herein may be delivered



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either personally, by overnight courier service, or by mail. If delivery is made by mail, it shall be deemed to be delivered seventy-two (72) hours after a copy of the same has been deposited in the U.S. mail, postage prepaid.

ARTICLE XIII NO WAIVER

The failure of the Management Committee or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

ARTICLE XIV ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations, design guidelines, and decisions issued by the Management Committee. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by law, maintainable by the Management Committee or its designee on behalf of the Association or by Declarant or, in an appropriate case, by an aggrieved Owner. Any violation of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by Declarant or the Management Committee. The Association shall be entitled to payment of all attorneys' fees incurred by the Association (or the Management Committee), payable by an Owner or lessee in violation of this Declaration or any such rules or regulations. In addition, upon any failure of an Owner to pay when due any assessment for Common Expenses or any other assessment, the Management Committee may seek any remedy provided in this Declaration or otherwise available at law or equity. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership or leasehold interest in the applicable Lot.

ARTICLE XV AMENDMENTS

The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the Declarant at any time until the Declarant no longer owns at least twenty-five percent (25%) of the Lots. After such time, the provisions of this Declaration, other than this Article, may be amended by (i) an instrument in writing signed and acknowledged by at least two members of the Management Committee certifying that such amendment has been approved by a majority vote of the Owners at a meeting of the Owners, or



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(ii) an instrument in writing signed and acknowledged by a majority of the Owners. Such an amendment shall be effective upon its recordation with the Recorder of Bonneville County, Idaho, and shall be binding upon all Owners and all mortgagees and deed of trust beneficiaries of Lots and all other portions of the Property.

ARTICLE XVI ANNEXATION OF ADDITIONAL PROPERTY

16.1 Right of Annexation. Declarant may, in Declarant's sole discretion, deem it desirable to annex other properties to the Property covered by this Declaration. The annexed properties may, in Declarant's sole discretion, be used and developed for any purpose allowed under the applicable zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant, at any time and from time to time, within ten (10) years after Declarant sells or otherwise transfers its last Lot within the Property, without the approval of any Owner, the Association or the Management Committee. Thereafter annexation may occur on the affirmative vote of the Management Committee.

16.2 Method of Annexation. Annexation as authorized above shall be accomplished by recording with the recorder of the county where the Property is located a Supplemental Declaration describing the property to be annexed and extending the plan of this Declaration to such property.

16.3 Supplemental Declarations. A Supplemental Declaration may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations, and easements as Declarant may deem appropriate for the other properties or portions thereof and may delete or eliminate as to such properties such covenants, conditions, restrictions, reservations, and easements as Declarant deems not appropriate for the other properties. Said additional provisions may include, but need not be limited to, architectural control requirements, provisions for special maintenance, use restrictions, common areas, parking regulations and any other matters of common concern to Owners of Lots in the annexed property. No provisions, covenants, conditions, or restrictions contained in the Supplemental Declaration shall be considered applicable to any property except property described in a Supplemental Declaration unless otherwise expressly provided.

16.4 Effect of Annexation. Upon recording a Supplemental Declaration, (i) all the property described or covered by the Supplemental Declaration shall be deemed subject to this Declaration as if the annexed property was part of the Property originally specified in and subject to this Declaration, except as specifically stated in the Supplemental Declaration, and subject to the additional or different provisions, covenants, conditions and restrictions that may be stated in the Supplemental Declaration, and (ii) the Association shall have and shall accept and exercise jurisdiction over such annexed property as a part of the Property. In the event of conflict or inconsistency between a Supplemental Declaration and this Declaration, the terms of the Supplemental Declaration shall prevail as to the particular annexed property described or covered by that Supplemental Declaration.

ARTICLE XVII GENERAL PROVISIONS



17.1 Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used herein shall be construed to mean the plural whenever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men, or women, etc., shall be assumed in each case as though made.

17.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

17.3 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

Harvest Homes at Sand Creek Estates, LLC

By: Brett Falkenrath
Brett Falkenrath, Manager

By: Steve Lawson
Steve Lawson, Manager

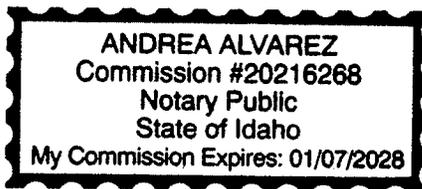
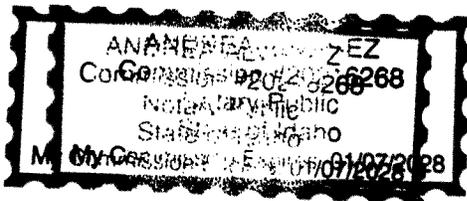
By: Brady Bloxham
Brady Bloxham, Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 22 day of February, 2022, by Brett Falkenrath, as a Manager of Harvest Homes at Sand Creek Estates, LLC, an Idaho limited liability company.

Andrea Alvarez
Signature of Notary Public
My Commission Expires: 01/07/2028

(stamp)

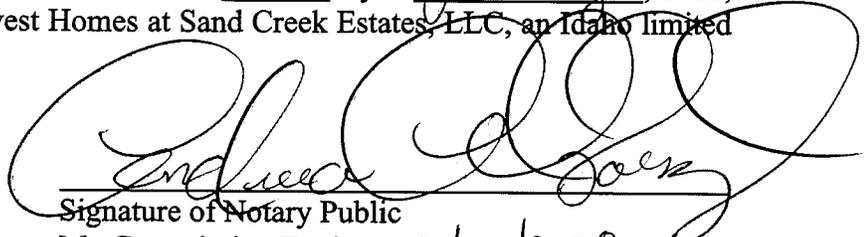




This document provided courtesy of TitleOne

STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 22 day of February, 2022, by Steve Lawson, as a Manager of Harvest Homes at Sand Creek Estates, LLC, an Idaho limited liability company.

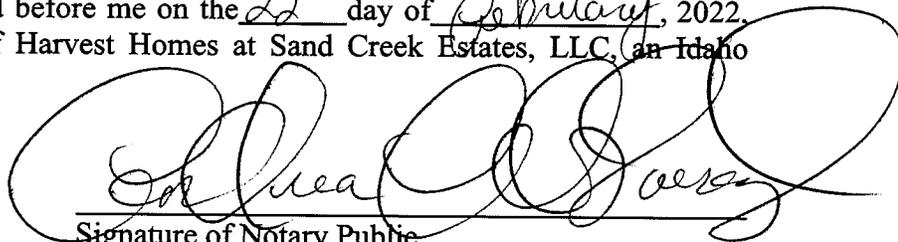

Signature of Notary Public
My Commission Expires: 01/07/2028

(stamp)



STATE OF IDAHO)
)ss.
County of Bonneville)

This record was acknowledged before me on the 22 day of February, 2022, by Brady Bloxham, as a Manager of Harvest Homes at Sand Creek Estates, LLC, an Idaho limited liability company.


Signature of Notary Public
My Commission Expires: 01/07/2028

(stamp)

