

**ARTICLE XVI
GENERAL PROVISIONS**

Section 1. 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.

Section 2. 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.

Section 3. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

**ARTICLE XVII
EFFECTIVE DATE**

This Declaration shall take effect when recorded with the Recorder of Fremont County, Idaho.

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

TRIPPLE CREEK RANCHES, INC.

By: *F. Mitchell Jacobs*
F. Mitchell Jacobs, President

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ARROWWOOD AT JACOBS' ISLAND PARK RANCH, PHASE ONE**

THIS DECLARATION is made as of the 12 day of June 1996, 1996, by **TRIPPLE CREEK RANCHES, INC.**, an Idaho corporation, as the Declarant.

RECITALS:

A. The Declarant is the owner of certain real property located in Fremont County, Idaho, which is generally described as Arrowwood at Jacobs' Island Park Ranch, Phase One.

B. The Property contains high scenic and natural values, and 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 future owners of the Property, in conjunction with the residential development of the Property, as a first class residential real estate project.

C. The Declarant has filed with the Recorder of Fremont County, Idaho, a subdivision plat (the "Plat") for Arrowwood at Jacobs' Island Park Ranch, Phase One.

D. A portion of the Property consists of lots used or to be used as sites for the construction of single-family residential units.

E. 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 equitable servitudes and shall run with the land.

F. The Property shall generally be known as "Arrowwood at Jacobs' Island Park Ranch, Phase One", and by such other or additional names as may be designated by the Declarant from time to time.

NOW, THEREFORE, the 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 covenants of equitable servitude 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.

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Section 7. "Management Committee" shall mean the Board of Directors of the Association, as described in the articles of incorporation and by-laws of the Association and in this Declaration.

Section 8. "Common Areas" shall mean any real property (including walkways, lighting facilities, easements and improvements) acquired by the Association for the common use and enjoyment of all the Members of the Association. Generally, all utility pipes, lines or systems, roads and streets, walkways, custodial and maintenance buildings 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.

Section 9. "Open Space" shall mean the tracts of land designated on the Plat as Open Space and the Open Space shall also be part of the Common Areas.

ARTICLE II THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. It is anticipated that there shall be additional phases of Arrowwood at Jacobs' Island Park Ranch which shall be created through the recording of additional subdivision plats in Fremont County, Idaho. The owners of lots in any such subsequent phases of Arrowwood at Jacobs' Island Park Ranch shall also be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Ownership shall constitute one Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Management Committee as to the authority conferred upon one or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding.

Section 3. Management Committee.

(a) The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Management

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean Arrowwood at Jacobs' Island Park Ranch Home Owner's Association, Inc., an Idaho non-profit corporation, and its successors and assigns.

Section 2. "Property" shall mean the real property located in Fremont County, Idaho, particularly described as follows:

All property located within the boundaries of Arrowwood at Jacobs' Island Park Ranch, Phase One as shown on the recorded Plat for such subdivision recorded in the records of Fremont County, Idaho, together with such additions and improvements thereto as may now be located on said real property or as may hereafter be conveyed or brought within the ownership or jurisdiction of the Association.

Section 3. "Lot" shall refer to each of the single-family residential lots shown on the Plat as Lots 1 through 22.

Section 4. "Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record, but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

Section 5. "Members" shall mean the Owners, as described in Article II hereof.

Section 6. "Declarant" shall mean Tripple Creek Ranches, Inc., an Idaho corporation, and its successors and assigns as the developer of the Property.

Committee, consisting of five (5) natural persons (or such lesser number as may be determined by the Declarant pursuant to paragraph (j) below), who are not required to be Owners and shall not be required to be residents of the State of Idaho.

(b) At each annual meeting of the Association, subject to the provisions of paragraph (j) below, the Association shall elect members to fill any vacancies on the Management Committee.

(c) Each Member of the Management Committee shall serve for a term of four (4) years. The terms of the initial members shall be staggered terms, so that one (1) member is up for re-election in 1997, two (2) members are up for re-election in 1998, and two (2) members are up for re-election in 1999. 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 two-thirds (2/3) majority vote of a quorum 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 the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any. If no such successor is appointed due to a deadlock between the remaining Management Committee members, a special meeting of members may be called by any Management Committee member to elect a successor.

(d) The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.

(e) The Management Committee, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall enforce the provisions of this Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Management Committee shall have the powers, duties and responsibilities with respect to the Property as contained in Article III hereof and the other provisions of this Declaration and its articles of incorporation and by-laws, as well as any other applicable law.

(f) Regular or special meetings of the Management Committee shall be held at such places within or without the State of Idaho as all members of the Management Committee shall determine. Otherwise, meetings shall be held at the Property. A simply majority of the members of the Management Committee shall constitute a quorum, and if a quorum is present, unless otherwise required by law or this Declaration, the decision of a majority of the entire Management Committee shall be binding on the Management Committee. The Management Committee shall appoint all of the officers of the Association. A meeting for the appointment of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.

(g) Regular meetings of the Management Committee may be held without call or notice; provided, however, that if the meeting is to be held at a place other than as decided at the annual meeting each year, at least ten (10) days prior notice shall be given to all Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice of the time and place thereof by any usual means of communication. Such notice should specify the general purposes for which the meeting is called.

(h) Special meetings of the Management Committee may be called by the president of the Association or by any two (2) Management Committee members.

(i) Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except when a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

(j) At any time until December 31, 2001, that Declarant is the Owner of at least twenty-four (24) Lots, the Declarant shall have the option to appoint and remove all members of the Management Committee, to appoint and remove all officers of the Association, and to exercise the powers and responsibilities otherwise assigned by this Declaration to the Association. The initial membership of the Management Committee may be less than five (5), as determined by Declarant during the period referred to in the preceding sentence. Declarant shall have the option at any time, by

an express written declaration, to turn over to the Association the total responsibility for electing and removing members of the Management Committee and the officers. No term of office of a Management Committee member or an Association officer or agent shall expire or otherwise be affected by the expiration of such period during which the Declarant may control the Association, and if the number of Management Committee members shall be less than five (5) at the end of such period, the vacancies may be filled in accordance with paragraph (c) above.

Section 4. Meetings of the Association.

(a) The presence in person or by proxy at any meeting of the Association of at least twenty-five percent (25%) of the Owners shall constitute a quorum. In the event that such quorum is not present in person or by proxy, the meeting shall be adjourned for up to two (2) weeks as designated by the chairman presiding at the meeting, at which time it shall reconvene and any number of Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Owners upon a vote of a majority interest of the Owners who are present in person or by proxy.

(b) At all meetings of the Association, Owners may vote in person or by proxy executed in writing by the Owner or their duly authorized attorney in fact. Proxies shall be filed with the secretary of the Management Committee before or at the time of the meeting.

(c) There shall be an annual meeting of the Association each year as set by the Management Committee, either at the Property or at such other place as may be designated by the Management Committee. The Management Committee shall give written notice of the time and place of the annual meeting, said notice to be delivered to the members not less than ten (10) days prior to the date fixed for said meeting.

(d) Special meetings of the Association may be held at any time at the Property or at some other place to consider matters which, by the terms of this Declaration, law, or the by-laws, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by members representing at least twenty percent (20%) in interest of all Owners and delivered to all members not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

Section 5. Officers.

(a) The Management Committee shall perform its functions and responsibilities through those members of the Management Committee who are elected as officers annually by the Management Committee, and through such agents or employees as the Management Committee may appoint. The primary officers shall consist of a president, a secretary, and a treasurer. The offices of secretary and treasurer may be combined as one office. The Management Committee may appoint such assistant officers as the Management Committee may deem to be necessary or desirable. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the members vote otherwise.

(b) Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Management Committee then serving.

Section 6. Other Matters. The Association may adopt by-laws containing more detailed provisions governing the internal affairs of the Association, to the extent the Management Committee deems such by-laws to be consistent with this Declaration.

**ARTICLE III
STATUS OF OWNERS; MANAGEMENT COMMITTEE**

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the By-Laws, or by applicable law.

Section 2. Management of Association. The business, property and affairs of the Association shall be managed by a Management Committee as provided in this Declaration and its articles and by-laws.

Section 3. Powers and Duties of Management Committee. 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 make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.

(b) 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.

(c) To operate, maintain, repair, improve and replace the Common Areas, including the entering into of agreements for use and maintenance of the Common Areas and adjacent contiguous property for the benefit of the Association.

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

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

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

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

(h) To purchase, hold, sell, convey, mortgage, or lease any one or more Lots in the name of the Association or its designee.

(i) To bring, prosecute and settle litigation for itself, the Association and the Property.

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

(k) To repair or restore the Property 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.

(l) 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 Property.

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

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

Section 4. Delegation of Powers. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3 above except: the final determination of common expenses, budgets, and assessments based thereon; the promulgation of rules and regulations; the power to purchase, hold, sell, convey, mortgage, or lease any property in the name of the Association; or any other power, duty or responsibility nondelegable by law.

Section 5. Limited Liability of Management Committee, etc. Members of the Management Committee and their officers, assistant officers, 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.

Section 6. 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 attorney's 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.

Section 7. No Amendment Without Consent. The provisions of Section 5 and Section 6 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 OWNERSHIP OF COMMON AREAS

The Association, as a separate entity, shall own the Common Areas.

ARTICLE V ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee in accordance with the following provisions:

Section 1. Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include the following services obtained by the Association: road maintenance and snow removal services (including road maintenance and snow removal services for roadways outside the boundaries of the Property which provide access to the Property), landscaping of Common Areas, installation and maintenance of any Common Area walkways, installation and maintenance of Common Area facilities, and the 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.

Section 2. Payment of Assessments; Lien Created. 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). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees.

Section 3. Rights to Collect from Tenant. If an Owner shall, at any time, lease their Lot and shall be 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 shall continue, 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, AND CERTAIN RESTRICTIONS ON USE

Section 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 community.

Section 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.

Section 3. 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 Association rules and regulations.

Section 4. Use of Parking Facilities and Roadways; Storage. The Management Committee shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

Section 5. 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. The Owners shall not place or store anything within the Common Areas without the prior written consent of the Management Committee or its designee except in a facility specifically designated or approved for their storage. All Owners shall keep their residences and 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 at all times.

(b) Obstructing Common Areas. Owners shall not obstruct Common Areas.

(c) No Fireworks. The discharge of firearms, firecrackers or fireworks is forbidden without the prior express written consent of the Management Committee.

(d) Signs and Lighting. No signs of any character shall be placed or maintained on any lot, except:

- (1) one sign advertising the premise for sale or rent, which sign shall not exceed six square feet;
- (2) one sign identifying the name and/or address of the owner's or occupant's lot, which sign shall not exceed two square feet;

- (3) one sign used by the builder to advertise the project during the construction period.

Flashing light signs shall not be permitted. Any light used to illuminate signs, parking areas or for any other purposes shall be so arranged as to reflect the light away from, and not be obtrusive to, other lots and away from the vision of passing motorists.

(e) 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. 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 destroys, or in any other manner injures clothing, washing, garbage containers, gardens, flowerbeds, lawns, trees, shrubbery, or any other property within Arrowwood at Jacobs' Island Park Ranch, Phase One. 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. Notwithstanding anything contained herein to the contrary, an Owner may keep horses on a Lot for no more than three (3) consecutive nights and no more than a total of six (6) days in any calendar month. Also, no more than six (6) horses shall be kept on any Lot at any time.

(f) Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Lot or in the Common Areas. No light shall be emitted or reflected from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises, or noxious or offensive odors, shall be emitted from any Lot.

(g) Repair of Buildings. No improvement upon any property within Arrowwood at Jacobs' Island Park Ranch, Phase One, 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.

(h) No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

(i) No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except that Declarant or the Management Committee may allow the drilling of wells for the extraction of water.

(j) Fires and Chimneys. No open fires shall be lighted or permitted on any property, except in fire pits designed to adequately contain open fires or in a self-contained barbecue unit, or within a safe and well-designed interior fireplace. All wood or coal burning chimneys will be equipped with appropriate spark screens.

(k) Fencing. No wire mesh, barbed wire or metal fences will be allowed on any lot except for perimeter fences around the exterior boundaries of the Property. Fences shall not obstruct the view of any adjacent property owner and shall be approved by the Management Committee.

(l) 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.

(m) Storage Tanks and Utility Lines. All fuel tanks, water tanks, or similar storage facilities shall either be constructed as an integral part of the main structure of the residence or shall be installed or constructed underground. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located below ground.

(n) Antenna. There shall be no antenna of any sort either installed or maintained, which is visible from neighboring property; provided, however, that one television antenna per lot may be installed upon the roof, provided the same does not exceed ten (10) feet in height over the roof line.

(o) Architectural Control. Except as otherwise expressly provided herein, no building, fence, wall, driveway, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including without limitation any closing in of a porch or balcony), by any Owner other than Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Management Committee, as to harmony of external design and location in relation to surrounding

structures and topography, and in relationship to the quality and appearance of Arrowwood at Jacobs' Island Park Ranch, Phase One.

(p) Compliance with Rules and Regulations. 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.

(q) Limitation of Owners' Use. Each Owner's right to the use of Common Areas, shall be restricted to their personal family, tenants, and guests, with the right of the Management Committee to reasonably limit the number of guests which an Owner, tenant or lessee may invite to use such facilities.

(r) Declarant's Use During Construction and Sale. 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.

Section 5. Restrictions on Open Space. There shall be no improvements constructed on or other development of the Open Space and the Open Space shall remain in its natural pristine condition. No vehicles, including snowmobiles and all terrain vehicles, may be used on the Open Space.

Section 6. Requirement of Development Approval. 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 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.

Section 7. 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 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 Fremont 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.

Section 8. Other Development and Use Restrictions. All development on and use of Lots shall conform to the following requirements:

(a) Provisions in Addition to County Land Use Regulations. Conformity with any and all applicable land use regulations of Fremont County, Idaho, shall be required, in addition to the requirements of these covenants. In cases of any conflict, the more stringent requirements shall govern.

(b) Authorized Use. Only residential use shall be permitted on Lots, as provided in Section 3 above.

(c) Authorized Structures. No structure or improvement shall be constructed, placed or maintained on or under any Lot, except one single family residence, garage facilities, and related underground utilities, and storage units, all in compliance with the design guidelines of the Management Committee. Provided, however, notwithstanding anything contained herein to the contrary after the primary residence is fully constructed one additional guest house may be constructed (hereinafter "Guest House") to be used by servants and/or occasional guests incidental to the usage of the residence.

(d) Construction. No pre-cut, pre-fabricated or modular structures of any kind shall be permitted for the residence, or any other Structure. The roofs of all structures shall be constructed of materials approved by the Management Committee.

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. 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.

(e) Residence Construction. 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. The colors of all exterior surfaces shall be shades of grey or brown of values between black and white or shades of grey-greens or brown-greens (such as russet, citrine, and olive) of values between black and medium. No roof shall be finished with built-up tar and gravel.

(f) Height Limitations, Setbacks, Floor Area Requirements. No structure shall be greater than forty (40) 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 set back at least fifty (50) feet from any Lot line. The principal residence (excluding the garage) shall have a minimum floor area of one thousand five hundred (1,500) square feet and a maximum floor area of ten thousand (10,000) square feet. Split-level and two-story principal residences shall have not less than one thousand (1,000) square feet of living space in the main ground level. No guest house shall have a main floor area in excess of eight hundred (800) square feet.

(g) Utilities. Connections from Lots to the underground utility lines shall be completed at the applicable Lot Owners' expense, and shall be underground.

(h) 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.

(i) Maintenance. Each Lot and all structures thereon shall be maintained in a clean, safe and sightly condition. Refuse garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage piles and

compost piles shall be appropriately screened from view, and facilities for hanging, drying or airing clothing or household fabrics are prohibited.

(j) Wood burning Stoves. The Management Committee has express authority to prescribe requirements and limitations applicable to any wood burning stoves and fireplaces to be installed in any structure.

ARTICLE VII MAINTENANCE

Section 1. General Maintenance, etc. The maintenance, alteration, replacement and repair of the Common Areas shall be the responsibility of the Management Committee. The Management Committee as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas and when deemed appropriate by the Management Committee of any roadways outside the boundaries of the Property which provides access to the Property. The maintenance, repair and replacement of all improvements on each Lot and the Water and Sewer System on each lot shall be the responsibility of the Owner of such Lot and not the Management Committee.

ARTICLE VIII INSURANCE

Each Owner is solely responsible for obtaining their own 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 either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) 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 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 attorney 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 president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least two-thirds (2/3) of the Lots and such an amendment shall be effective upon its recordation with the Fremont County, Idaho, Recorder.

441531

STATE OF IDAHO)
Madiso)ss.
County of Bonneville)

On the 12th day of June, 1996, before me, the undersigned, a notary public in and for said State, personally appeared F. MITCHELL JACOBS, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Marilyn J. Fife
Notary Public for Idaho
Residing at Rexburg, MO, Idaho
My Commission Expires: 5/13/2000

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Microfilm No. 401524
At 13 Day June 19 96
17:02 O'clock PM
MICKIE FUNKE
FREMONT CO. RECORDER
Fee \$ 6.60 Deputy
Recorded At Request of
F. Mitchell Jacobs

Microfilm No. 579358
5 Days June 20 20
At 10:37 O'Clock AM
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 22 - 21 Deputy (e)
Recorded at Request of Holden, Higwell, Hahn + Crapo

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS
FOR ARROWWOOD AT JACOBS' ISLAND PARK RANCH,
PHASE ONE AND PHASE TWO**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Arrowwood at Jacobs' Island Park Ranch, Phase One and Phase Two is made effective as of the 15th day of February 2020, by Arrowwood at Jacobs' Park Ranch Home Owners Association, Inc.

RECITALS

- A. This Amendment is executed by Roger D. Heywood as the President of Arrowwood at Jacobs' Park Ranch Home Owners Association, Inc. (the "Association") and by Kevin L. Peterson as the Secretary of the Association pursuant to authority and direction given to the undersigned pursuant to a vote of members of the Association representing at least two-thirds of the lots located in Arrowwood at Jacobs' Island Park Ranch, Phase One, and Arrowwood at Jacobs' Island Park Ranch, Phase Two, as shown on the recorded plats for such subdivisions recorded in the records of Fremont County, Idaho.
- B. A meeting of the members of the Association was held in Island Park, Idaho on February 15, 2020. During such meeting, the amendment to Declaration of Covenants hereinafter set forth was adopted and approved by at least two-thirds of the lot owners of lots in Phases One and Two of Arrowwood at Jacobs' Island Park Ranch, Fremont County, Idaho.
- C. A Declaration of Covenants, Conditions and Restrictions for Arrowwood at Jacobs' Island Park Ranch, Phase One was recorded in the records of Fremont County, Idaho on June 13, 1996 as Instrument No. **441524** (the "Phase One Declaration"). A Declaration of Covenants, Conditions and Restrictions for Arrowwood at Jacobs' Island Park Ranch, Phase Two was recorded in the records of Fremont County, Idaho on July 11, 1996 as Instrument No. **441917** and such Declaration was amended pursuant to an Amendment to Declaration of Covenants recorded in the records of Fremont County, Idaho on August 27, 1998 as Instrument No. **453225** (collectively the "Phase Two Declaration"). An Amendment to Declaration of Covenants, Condition and Restrictions for Arrowwood At Jacobs' Island Park Ranch, Phase one and Phase Two" was recorded in the records of Fremont County, Idaho on May 29, 2008 as Instrument No. **516997**. The amendments set forth herein pertains to the Phase One Declaration and the Phase Two Declaration.

NOW, THEREFORE, pursuant to the authority granted to the undersigned President and Secretary of the Association, the Phase One Declaration and the Phase Two Declaration are hereby modified and amended as follows:

1. Subparagraph (a) of Section 3 of Article II of both the Phase One Declaration and the Phase Two Declaration is hereby modified and amended in its entirety to provide as follows:

(a) The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Management Committee, consisting of six (6) natural persons who are not required to be Owners and shall not required to be residents of the State of Idaho.

2. Article VI of both the Phase One Declaration and the Phase Two Declaration is hereby modified and amended by adding the following NEW Section 9:


Section 9. Minimum Rental Period. No Lot or the residence and other improvements located thereon shall be rented for a term of less than three consecutive nights. Rental for less than three consecutive nights shall not be a residential use and shall be a violation of the covenants, conditions and restrictions set forth herein, and any rules and regulations of the Association.

3. Except for the amendments set forth herein, the Phase One Declaration and the Phase Two Declaration shall not be otherwise altered or amended by this document and are hereby ratified and shall continue in full force and effect. The amendments set forth herein are intended to amend all provision contained in any prior document comprising the Phase One Declaration or the Phase Two Declaration to the maximum extent necessary to fully implement the provisions hereof, therefore in any conflict between any provision of such prior document and the provisions of this Amendment, the provisions of this Amendment shall take precedence.

The undersigned, Roger D. Heywood, as the duly elected President of the Association, and the undersigned, Kevin L. Peterson, as the duly elected Secretary of the Association, do hereby certify that the amendment to the Phase One Declaration and the amendment to the Phase Two Declaration set forth herein has been approved by the vote of owners of at least two-thirds of the Lots in Phase One and at least two-thirds of the Lots in Phase Two of Arrowwood at Jacobs' Island Park Ranch, Fremont County, Idaho, and the amendment set forth herein shall be effective upon its recordation in the records of Fremont County, Idaho.

[Signature Page Follows]

ARROWWOOD AT JACOBS' ISLAND PARK
RANCH HOME OWNERS ASSOCIATION, INC.

By: 

Roger D. Heywood, President

By: 

Kevin L. Peterson, Secretary

STATE OF UTAH)
)
) ss.
County of Davis)

On the 14 day of April, in the year 2020, before me, Cooper Hyte, personally appeared Roger D. Heywood, proved to me through satisfactory evidence of identification, which was Driver License to be the person whose name is signed on the preceding or attached document in my presence.

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

Cooper Hyte
(notary signature)
Notary Public for Utah



(seal)

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this 31st day of March, 2020, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Kevin Peterson, known to me to be the Secretary/Treasurer of the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)



Barbara Jean Gilpin
Notary Public for the State of California
Residing at: Los Angeles My
commission expires: 1-26-21