

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR
BIG SPRINGS VILLAGE CABINS**

This Declaration of Covenants, Conditions, Restrictions, and Easements ("**Declaration**") is made as of the 14 day of August, 2024 ("**Effective Date**"), by 3 BIG SPRINGS, LLC, an Idaho limited liability company ("**Declarant**").

RECITALS

A. Declarant is the owner of the property commonly known as Big Springs Village Subdivision in Fremont County, Idaho, and that portion of such subdivision more particularly described on Exhibit A attached hereto (the "**Property**") is the Property that is subject to this Declaration.

B. The Property has high scenic and natural values, and Declarant is adopting these covenants, conditions and restrictions in conjunction with the development of the Property to preserve and maintain the character and value of the Property for the benefit of all existing and future owners of the Property.

DECLARATION

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 1 DEFINITIONS AND MEANINGS

In addition to any other terms that are defined in this Declaration, the following capitalized terms shall have the following meanings:

1.1 "**Articles**" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association, as the same may be amended or revised from time to time.

1.2 "**Association**" or "**LOA**" shall mean Big Springs Village Cabins Homeowners Association, Inc., an Idaho non-profit corporation, and its successors and assigns.

1.3 "**Board**" shall mean the Board of Directors described in Section 3.3.

1.4 "**Bylaws**" shall mean the Bylaws adopted by, and maintained in the records of, the Association, as the same may be amended or revised from time to time.

1.5 **“Common Area”** shall mean: (i) Lot 13 of Block 1 as depicted on the Initial Plat, (ii) all roads, streets, and walk ways including but not limited to the Road Easements, and (iii) any real property and Improvements thereto acquired and owned by the Association for the common use and enjoyment of all the Members of the Association (including but not limited to walkways, lighting facilities, easements and Improvements thereto); all utility pipes, lines or systems, 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 Lot.

1.6 **“Common Expenses”** shall mean the cost and expense incurred by the Association in performing maintenance in accordance with this Declaration including but not limited to the maintenance, repair and replacement of roads (including but not limited to snow removal services), walkways, landscaping, utilities and other facilities; general and administrative costs of the administration of the Property including but not limited to accounting, legal, equipment, insurance, personnel, overhead; property, general liability, workers compensation, officers and directors, and other insurances procured by the Association; property taxes and any reserve, deposit or annual fee or Assessment required to be paid by the Association on property owned by the Association; shared utilities, utility infrastructure maintenance; and management fees of up to fifteen percent (15%) of said expenses (excluding insurance and property taxes) to cover general and administrative expenses of the Manager.

1.7 **“Declarant”** shall mean 3 Big Springs, LLC, an Idaho limited liability company.

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

1.9 **“Improvement”** shall mean any addition to real property whether permanent or not that increase its value or utility or that enhances its appearance including but not limited to dwellings, shelters, patios, gazebos, fences or other buildings, structures and developments such as sidewalks, driveways, wells, parking and utilities.

1.10 **“Initial Plat”** shall mean the Big Springs Village subdivision plat recorded on July 11, 2024, as Instrument No. 603970, in the office of the Fremont County Recorder.

1.11 **“Lot”** or **“Lots”** shall mean individually or collectively, as the case may be, Lots 1 through 31, Block 1, as depicted on the Initial Plat and any subsequent replat of any portions thereof as may occur in accordance with applicable laws, regulations and ordinances.

1.12 **“Manager”** shall mean Declarant or the Party designated as Manager by Declarant or the Board as provided in this Declaration. The Manager need not be an Owner or Occupant.

1.13 **“Member(s)”** shall have the meaning set forth in Section 3.1.

1.14 **“Owner(s)”** shall mean the record owner or owners of fee simple title to any Lot or other portion of the Property, including contract buyers of record, but excluding 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 or transaction in lieu thereof. The record Owner(s), whether one or more parties, shall collectively constitute a single Owner. Any Owner of record, and any member, partner, shareholder, director or officer of an entity that is an Owner, may be treated as the representative of the Owner for purposes of notices, voting and other matters.

1.15 “**Permittee(s)**” shall mean all Owners and their tenants, visitors, invitees, licensees, and, to the extent their activities relate to and are in accordance with the intended use and occupancy of the Property

1.16 “**Party**” means any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.

1.17 “**Plans and Specs**” shall have the meaning set forth in Section 8.8.

1.18 “**Plats**” shall mean the Initial Plat and all plat amendments or replats of the Property or any portion thereof.

1.19 “**Property**” shall mean Lots 1 through 31, Block 1, as depicted on the Initial Plat, together with all Improvements thereto now or as may hereafter be conveyed to or brought within the jurisdiction of the Association, and any other real property annexed to the Property in accordance with this Declaration.

1.20 “**Road Easements**” shall mean the easements set forth in Section 4.1 and designated as “Road Easement” or “Private Road” on the Plats, including Sasquatch Drive and any other access drives on over and across the Common Area serving the Property.

1.21 “**Shared Water System**” shall mean the well, water storage tank, pump house and all other appurtenant equipment on Lot 1, Block 2 of the Initial Plat.

ARTICLE 2 SCOPE; TERM; RIGHTS OF GENERAL PUBLIC AND OCCUPANTS

2.1 **Scope.** The restrictions, covenants, conditions, and easements set forth in this Declaration shall be binding upon all the respective portions of the Property and are for the respective benefit of the Owners of any portion of the Property and the Lots. Regardless of whether this Declaration is expressly mentioned in any deed or conveyance instrument of all or any portion of the Property, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Declaration shall run with the Property and shall benefit or bind the respective Owners and Occupants thereof, and their respective heirs, successors, legal representatives and assigns.

2.2 **Term.** The easements set forth in this Declaration shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Declaration shall be binding upon and enforceable against Owners and Occupants for a period of fifty (50) years from the date this Declaration is recorded in the public records of the county where the Property is located and, thereafter, shall automatically renew for successive periods of ten (10) years each unless a termination of this Declaration is approved in accordance with the amendment provisions hereof and recorded in the public records of the county where the Property is located. If any law prohibit any such restrictions, covenants, and/or conditions from being enforceable for a period in excess of fifty (50) years, or beyond any other stated period, the LOA is granted a power of attorney, coupled with an interest, to re-record this Declaration at any time and from time to time for the purpose of extending the enforceability of same as contemplated by this Section 2.2.

2.3 **No Rights in Public Generally.** The easements, restrictions, covenants and conditions created, reserved, granted and established in this Declaration do not, are not intended to, and shall not be construed to create any easements, rights or privileges in and for the benefit of the general public. Notwithstanding anything to the contrary contained in this Declaration,

each Owner shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or similar activities upon the Owner's own Lot including any portion of the Common Area located on said Owner's Lot.

2.4 **Rights of Occupants.** With respect to the easements created by this Declaration, each benefiting Owner shall be entitled to designate which, if any, of its Occupants shall be entitled to enjoy the benefit of such easements. No independent rights shall be created by this Declaration as to any Occupants, except for those which may be terminated or withdrawn at any time by the Owner through whom such rights were derived.

ARTICLE 3 ASSOCIATION

3.1 **Membership.** Each Owner of a Lot (excluding Lots owned by the Association) 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.

3.2 **Classes of Membership and Voting.** The Association shall have two (2) classes of membership:

- (a) CLASS A. All Owners except Declarant shall be Class A Members. Class A Members shall be entitled to one (1) vote for each Lot owned.
- (b) CLASS B. Class B Member(s) shall be the Declarant, Declarant's Affiliates and Declarant's unaffiliated successor to which the Declarant has expressly conveyed Class B voting rights in writing at the time of conveying title to a Lot. The Class B Members shall be entitled to two (2) votes for each Lot owned. Class B membership and Class B voting rights, relative to any given Lot, shall terminate and automatically convert to Class A membership upon the earlier of: (i) the date the Class B Member conveys title to such Lot to an unaffiliated third party without expressly conveying its Class B voting rights, or (ii) January 1, 2035.
- (c) When more than one (1) Party holds an interest in a Lot, all such parties shall be Class A Members but the vote for the jointly owned Lot shall be exercised as they collectively determine. Fractional votes shall not be allowed. If joint Owners of a Lot are unable to agree among themselves on how to vote on a particular matter, they shall lose their right to vote on the matter being voted on. When a Party with apparent authority casts a vote it will be presumed that such Party was acting with authority and consent of all joint Owners of the Lot.
- (d) A Member may give a written revocable proxy, or written assignment of its right to vote to a Party holding a leasehold interest, secured interest, contractual or other interest in the Lot for the term of the lease, security instrument or written contract.

3.3 **Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and or corporate officers as the Board may elect or appoint, in accordance with the Association Articles and Bylaws as may be amended by the Board from time to time.

3.4 **Powers of the Association.** The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to limitations expressly

set forth in the Articles, Bylaws or this Declaration. The Association shall have the powers, duties and responsibilities set forth in the Articles, Bylaws or this Declaration including but not limited to the following:

- (a) To manage the business, property and affairs of the Association and make and enforce 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, which may be an Owner, and to pay said Party a reasonable compensation for their services.
- (f) 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.
- (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 Area.
- (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 Association 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.

- (o) To delegate its power and duties to committees, officers, employees, or to any Party, firm or corporation except for: (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.

3.5 **Association Rules.** Association rules as may be adopted, amended or repealed by the Association and shall be provided to each Owner and shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between the Declaration, Bylaws, Articles, and an Association rule or regulation, the Declaration, Bylaws and Articles shall govern in the order of priority from the former to the later.

3.6 **Non-Liability of Board Members and Officers.** Board members and officers or agents of the Association shall not be personally liable: (i) 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) in contract to an Owner or any other Party under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) in tort to any Owner or any Party, except for their own willful misconduct or bad faith; (iv) for 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.

3.7 **Indemnification.** In addition to all other remedies at law or equity, the Association shall indemnify and hold harmless the Board members, officers, and agents of the Association and 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 Party to which such Board members, officers, or agents shall be, or shall be threatened to be, made a party by reason of the fact they are or were a member of the Board, officer or agent of the Association, except to the extent such liability is the result of their own willful misconduct or bad faith. In the event of a settlement, the indemnification obligations only shall apply when the Association approves the settlement as being in the best interests of the Association. Payment of indemnification obligations hereunder shall constitute a common expense of the Association and shall be assessed against the Lots.

3.8 **No Amendment Without Consent.** The provisions of Sections 3.6 and 3.7 above may not be amended with any retroactive effect so as to add restrictions or otherwise limit the rights of any Party otherwise entitled to the benefits thereof.

3.9 **Budgets and Financial Statements.** Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

3.10 **Effective Date.** The provisions of this Article shall become operative upon the creation of the Association by Declarant. Until the creation and organization of the Association, the Declarant shall have the right to exercise all of the powers of the Association set forth in this Declaration.

ARTICLE 4 EASEMENTS

4.1 **Road Easements.** Subject to the conditions and restrictions set forth in this Declaration, Declarant hereby declares, establishes, creates and grants to each Owner, a non-exclusive perpetual easement for pedestrian, equestrian and vehicular ingress, egress, and passage of vehicles on, over, and across all private roadways on over and across the Common Area. Nothing herein shall be deemed, interpreted, or construed to, and shall not create any construction or other easement for the installation or construction of roadways or driveways on the Lot of another Owner. Declarant hereby conveys unto the LOA the exclusive right to dedicate the Road Easements to the public.

4.2 **Utility Easements.** Subject to the conditions and restrictions set forth in this Declaration, Declarant hereby acknowledges existing public utility easements of record and declares, establishes, creates for the benefit of each Lot the public utility easements as depicted on the Initial Plat. If additional lots are created by recording an amended plat or replat as allowed and contemplated under this Declaration, the amended plat or replat thereof shall include public utility easements running to the benefit of the Lots created thereby.

ARTICLE 5 OWNERSHIP, MAINTENANCE AND USE OF COMMON AREAS

5.1 **Ownership and Maintenance of Common Areas.** The Association may own all or any portion of the Common Area and shall be responsible for the maintenance, repair and replacement of all Common Area Improvements and any portions of common utility facilities located in the Common Areas; provided, however, that the maintenance, repair and replacement of all Improvements and utility facilities serving exclusively an individual Lot shall be the sole responsibility of the Owner of such Lot.

5.2 **Use of Common Areas.** Each Owner's right to the use of Common Areas shall be restricted to their Permittees and the Association may limit the number of Permittees that may use Common Area facilities as well as the periods and frequency of use. The Owners shall not plant any vegetation, or place or store anything within the Common Areas without the prior written consent of the Association. Owners shall not violate any rules and regulations for the use of Common Areas adopted by the Association and furnished in writing to the Owners. Fines and other penalties may be imposed and enforced by the Association (by Special Assessment or otherwise) for violations of the rules and regulations, and Owners may be held responsible for acts of their Permittees.

5.3 **Landscape Irrigation Prohibited.** To preserve the aquifer for essential domestic dwelling and lodging purposes, all Lots hooked into and serviced by the Shared Water System are prohibited from planting any landscape vegetation that requires irrigation. Temporary drip irrigation of juvenile trees or shrubs for two years after planting is allowed.

5.4 **Roadways, Parking and Vehicle and Equipment Storage.** The Association shall have full power and authority to regulate the use of roadways and the Common Area by imposing and enforcing speed limits and other restrictions, including but not limited to

installation of street signs, no parking and traffic control signs, gates, speed bumps, cattle guards, and other access controls. The Association may also regulate the parking and off-road storage of cars and all motor homes, recreational vehicles, boats, motorcycles, snowmobiles, trailers and other similar vehicles and equipment, 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.

ARTICLE 6 RESERVED

ARTICLE 7 ASSESSMENTS

7.1 **Assessments.** Each Owner shall be responsible for the payment of a regular Assessment against each Lot of an equitable share of Common Expenses, on an annual, monthly or other basis as determined by the Board (“**Regular Assessment**”). In addition, each Owner shall be responsible for the payment of (i) any special Assessment against each Lot of an equitable 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 (“**Special Assessment**”); and (ii) any limited Assessment against a Lot for 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 the Owner or the failure of an Owner to keep the Owner’s Lot in good condition and repair as required by this Declaration (“**Limited Assessment**”). The Association may issue Limited Assessments against an Owner and its Lot for fines for violations of this Declaration or the rules and regulations by that Owner or by its tenants or invitees.

7.2 **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 Association 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).

7.3 **Right 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 Board may, at its sole option, demand and receive from any tenant of the Owner the rent due or becoming due under the lease, and the payment of such rent to the Association shall be credited towards the tenant’s rent obligations under the lease and towards the Owner’s Assessment obligations to the Association. The Board shall be fully entitled to demand and receive a copy of the applicable lease agreement.

7.4 **Collection and Lien.** All Assessments against a Lot, together with interest, reasonable attorney fees and all costs and expenses incurred by the Association incident to the collection of such Assessments, shall be the personal obligation of every Party, 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.

7.5 **Notice and Quorum Requirements.** Written notice of a meeting called for the purpose of levying a Special Assessment described above shall be sent to the Owner of each Lot subject to the levy, not less than 10 and no more than 50 days in advance of the meeting. Attendance of 60% of eligible voting Owners, either in person or by proxy, shall constitute a quorum. If a required quorum is not present at the meeting, the Board at the meeting, may reschedule the meeting for a later date that is not more than 60 days after the date of the initial meeting. The attendance of at least 10% of eligible voting Owners at the rescheduled meeting, either in person or by proxy, shall constitute a quorum for the purposes of the rescheduled meeting. The Association shall not be required to provide written notice of the rescheduled meeting. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on one or more specified Lots as provided above, there shall be no requirement of a quorum at a rescheduled meeting because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

7.6 **Estoppel Certificate.** The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to a requesting Owner a statement in writing stating (i) whether or not to the actual knowledge of the Association, the Owner of a Lot is in default under the provisions of this Declaration; and (ii) set forth the dates to which Assessments relative to a particular Lot have been paid. The certificate delivered pursuant to this Section may be relied upon by any prospective purchaser, mortgagee, deed of trust beneficiary and other parties receiving a secured interest in said Lot. The Association may charge a reasonable fee for the estoppel certificate.

7.7 **Enforcement.** All Assessments against a Lot, together with interest, reasonable attorney fees and all costs and expenses incurred by the Association incident to the collection of such Assessments, shall be the personal obligation of each Owner, who had any interest of record in or to the 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 for which the Assessment was made (including all Improvements thereon). Such lien may be foreclosed in accordance with Idaho Code §45-810 including any amendments and successor statutes thereto.

7.8 **Term of Assessment.** Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Declaration as may be amended or supplemented shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. The expiration of the lien against the Lot as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

7.9 **Non-Exclusive Remedy.** The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE 8 CONSTRUCTION APPROVAL AND ARCHITECTURAL REVIEW

8.1 **Committee Appointment.** The Board may create an Architectural Review Committee ("ARC") comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ARC shall hold office until he has resigned or has been removed. Members of the ARC may be removed at any time, with or without cause.

8.2 **Appointment.** All members of the ARC shall be appointed or removed by the Members of the Association and may also serve simultaneously as members of the Board. Unless and until the Members have appointed the members of the ARC, the Board shall serve as the ARC.

8.3 **ARC action.** The ARC may, by unanimous written resolution, designate one (1) of its members to take any action on behalf of the ARC or perform any duties expressly set forth in the resolution. In the absence of a written resolution, the vote of any two (2) members of the ARC shall constitute an action by the ARC.

8.4 **Compensation.** ARC members shall not receive any compensation for services rendered but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ARC from contracting with a member of the ARC who is professionally qualified as an architect, engineer or designer for the review of the Plans and Specs (defined below).

8.5 **Non-Liability.** Neither the ARC, or any member thereof, nor the Declarant or any partner, officer, employee, agent, successor or assignee thereof, shall be liable to the Association, any Owner or any other Party for any loss, damage or injury arising out of or connected with the performance by the ARC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every Party who submits an application to the ARC for approval of Plans and Specs agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ARC, or any member thereof, or the Declarant or any officer, partner, employee, agent, successor or assignee, unless the same is based on bad faith or willful misconduct.

8.6 **Architectural Approval Required.** Except as otherwise expressly provided herein, Owners shall obtain written ARC approval before commencing construction of any structure or commencing other Improvement activities including but not limited to any buildings, fence, wall, driveway, excavation or Improvement of any kind and any exterior addition to or change or alteration (including without limitation any closing in of a porch or balcony). Plans and Specs for any proposed Improvement or alteration shall be submitted to the ARC in a form and medium reasonably required by the ARC which demonstrate compliance with all of the requirements of this Declaration and harmony of external design and surrounding structures and topography, and to the quality and appearance of the Property. The ARC shall review the Plans and Specs as soon as practicable and determine if the proposed use or development conforms to the requirements of this Declaration and the rules and regulations and design guidelines adopted by the ARC. The ARC may approve Plans and Specs subject to any conditions or modifications which the ARC determines to be necessary in order to ensure conformity with the requirements of this Declaration and such rules and regulations and design guidelines. The ARC shall retain a copy of the Plans and Specs. The ARC 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.

8.7 **Variances.** The Board may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ARC rules/standards, or any prior approval when, in the sole discretion of the Board, circumstances

such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the Board.

If a variance is granted, no violation of this Declaration, ARC rules/standards or prior approval shall be deemed to have occurred with respect to the subject matter of the variance. Granting a variance shall not operate to waive any of the terms and provisions of this Declaration or the ARC rules/standards for any purpose except with regards to the subject matter and Lot specified in the variance.

The Board shall have the right to consider and grant a variance without notice to or a hearing involving other Owners. A variance granted by the Board shall not relieve the Owner from the obligation to fully comply with the local government ordinances.

8.8 **Plan Approval Application**. To request ARC approval for construction, alteration, modification, within the Property, the Owner shall submit a written application in a form reasonably required by the ARC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided. All applications must contain, or have submitted therewith, the following material (collectively called "Plans and Specs") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ARC:

- (a) Site Plan. A site plan showing the location of the building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all setbacks relative to the property lines and open space, driveways, off road parking areas and other pertinent information relating to the Improvements.
- (b) Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ARC, all exterior colors, materials and finishes, including roof, to be used.

The ARC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ARC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ARC in reviewing and processing the application.

8.9 **ARC Decisions**. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ARC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

The ARC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application unless the parties mutually agree to a longer or short period. The decision of the ARC can be in the form of an approval, a conditional approval or denial. The decision of the ARC shall be in writing, signed by a member of the ARC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the

working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

8.10 **Inspection and Complaints.** The ARC is empowered to inspect all work in progress on any Lot at any reasonable time to determine whether the Owner is proceeding in accordance with Plans and Specs approved by the ARC and otherwise in compliance with this Declaration or the ARC rules/standards.

The ARC may receive and consider written complaints from other Owners ("Complainant") involving deviations from approved applications or violations of this Declaration or applicable ARC rules/standards. If the ARC receives a complaint it shall first determine the validity of the complaint by inspection or otherwise.

If the ARC determines there has been a deviation or a violation, it shall promptly issue a written notice to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner immediately cease violating activities and/or that the Owner promptly correct or remedy the violation. If the ARC determines there has been no deviation or violation, it shall provide a written notice of such determination to the Complainant.

8.11 **ARC Hearing.** An Owner submitting an application under Section 8.8, above, or an Owner served with a written notice of deviation or violation, and a Complainant shall have the right to request and be heard at a hearing held by the ARC to present facts and information to the ARC. Such hearing must be requested in writing within ten (10) days after the date the written notice of the ARC decision is mailed by the ARC to the Owner or Complainant. The hearing shall be held within 15 days after the ARC receives the request for a hearing, unless the ARC extends said period of time because of the unavailability of ARC members. A hearing may be continued by the ARC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ARC shall issue a written opinion to the involved parties within ten 10 business days thereafter which opinion shall set forth the findings of the ARC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ARC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ARC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event the violating Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 8.13, below.

8.12 **Appeal.** Subject to the provisions of this section, a decision of the ARC may be appealed to the Board unless all members of the ARC are also members of the Board. A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within 10 days from the date of the decision by the ARC. The Board shall not be required to consider appeals that are not submitted within the required period. The appeal notice shall include a copy of the written decision or determination of the ARC. The Board shall fix a date for an appeal hearing which date shall be no later than 30 days after the Board received the notice of appeal unless extended by the Board because of the unavailability of Board members. Written notice of time and place for the appeal hearing shall be provided to the interested parties and each member of the ARC and Board. If the appellant fails to provide additional information

reasonably requested by the Board, the Board may deny the appeal which shall be binding and not subject to further appeal.

The parties in interest and the ARC shall have reasonable opportunity, in the discretion of the Board, to question witnesses and present final argument consistent with rules adopted by the Board and each Party may be represented by an attorney at any ARC or Board hearing.

Upon conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The parties in interest and the ARC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the appellant unless the Board overturns the decision of the ARC, then the costs shall be paid by the Association. If the appellant is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 8.13 below. The Board's decision on appeal shall be final and shall not be subject to reconsideration or further appeal.

8.13 Enforcement. The Board may authorize the ARC to commence legal or equitable proceedings in the name of the Association as the Board may deem necessary or proper to remedy or enjoin any activity or condition which violates the provisions of this Declaration, the ARC Rules/Standards or approved Plans and Specs.

The ARC shall not commence such legal or equitable proceedings until a written notice of the violation has been given to the Owner. The ARC may retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out the legal or equitable proceedings, all of which costs shall be paid by the Association. If the Association prevails in the legal or equitable proceedings, all costs and expenses incurred by the Association in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the opposing-party Owner. If the Owner fails to reimburse the Association within five (5) days after written demand is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot, which Assessment may also include any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said Assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article 7.

8.14 Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to enforce or correct the same shall be assessed as a Limited Assessment against the respective Owner and its Lot which shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion.

8.15 Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Article 7 above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable

remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

8.16 **Private Rights.** The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

8.17 **Inspection Fee(s).** The ARC may charge an inspection fee (hereafter "Inspection Fee") not exceeding \$250.00 for each re-inspection of the Improvements constructed on a Lot if the initial inspection performed by the ARC without cost to the Owner, reveals a deviation or nonconformance with the approved application or a violation of the Declaration or the ARC Design Standards or approved Plans and Specs, and an re-inspection(s) is required to verify compliance. Inspection Fee(s) charged by the ARC shall be enforceable as provided in Article 7 above.

ARTICLE 9 DEVELOPMENT AND BUILDING REQUIREMENTS

All development on and use of Lots shall conform to the following requirements unless the Owner obtains a written variance or waiver from the ARC.

9.1 **No Further Subdividing.** Except as expressly provided for below in this paragraph, no Lot shall be further subdivided even if future changes to applicable zoning regulations would allow it. Notwithstanding the foregoing, Declarant may, without consent of any other owner, amend the Plat as to any Lot owned by Declarant, further subdivide any Lot into one or more additional Lots, subdivide and record a plat for the Property or any portion thereof owned by Declarant in accordance with local subdivision regulations.

9.2 **Local Land Use Regulations.** All Improvements shall be constructed in compliance with any and all applicable city and county land use regulations shall be required, in addition to the requirements of this Declaration. In cases of any conflict, the more stringent requirements shall govern.

9.3 **Authorized Structures.** Only single-family residences, garage facilities, individual storage facilities, and other Improvements commonly associated with residential uses and appurtenant underground utilities, may be constructed on a Lot, all in compliance with the design guidelines of the ARC and with prior approval from the ARC as set forth in Article 8 above. Subject to prior approval from the ARC and local land use and building codes, after the primary residence is fully constructed one additional dwelling may be constructed to be used by occasional guests applicable city and county land use regulations.

9.4 **Construction.** Pre-fabricated or modular residential structures are prohibited except precut or milled log structures which are assembled on site are allowable. The roofs of all structures shall be constructed of materials approved by the ARC. All construction shall be completed within 18 months from the commencement date of construction, unless the ARC in its discretion approves an extension for good cause. To offset the additional cost of road upkeep and maintenance customarily required because of the impact of heavy trucks, construction equipment, excavation equipment, and the like, following construction and upon receipt of an

invoice from the Association, the owner of a Lot upon which construction has occurred shall make a one-time payment of \$1,000 to the Association to restore adjacent roadways to standard.

9.5 **Building Materials.** Except for glass windows and doors, no reflective finishes shall be used on exterior surfaces, including but not limited to roofs, all projections above roofs, retaining walls, doors, trim, fences, pipes, equipment, mailboxes and newspaper tubes. Metal roofs may be approved by the ARC as long as it is colored in earth tones compatible with the surroundings. Built-up tar and gravel roofs are prohibited. All buildings shall have exterior surfaces designed and constructed with materials colored in earth tones to blend with the natural surroundings. Preferred materials would be log or other wood, stone, brick, or other natural materials. Metal or vinyl siding is prohibited. All exterior surface materials must be approved by the ARC prior to construction.

9.6 **Setbacks.** Unless otherwise approved in writing from the respective applicable governing body and the ARC, all structures and Improvements other than driveways, power and gas utility installations and similar Improvements, but specifically including domestic wells and septic drain fields (if any), shall comply with the setback requirements of the Fremont County development code.

9.7 **Septic Systems.** Each Lot shall connect to Fremont County Sewer. Private septic systems shall not be installed on any Lot.

9.8 **Floor Area Requirements.** The principal residence (excluding any garage and any basement) shall have a minimum floor area of 1,500 square feet. Split-level and two-story principal residences shall have a minimum floor area of 1,000 square feet on the main ground level. Any guest house shall comply with the Fremont County Building Code in effect at the time of construction of the same.

9.9 **Height Limitations.** No structure shall be greater in height than allowable under the Fremont County Building Code in effect at the time of construction of the same.

9.10 **Exterior Lighting.** Any light used to illuminate signs, parking areas, landscaping, structures or for any other purposes shall be installed and configured in a manner that directs light away from, and is not obtrusive to, other Lots.

9.11 **Wells and Water System.** All Lots eligible to hook onto and be served by the Shared Water System shall hook onto and be served by the Shared Water System. The Lots eligible to hook onto the Shared Water System are the following Lots (the "Water System Lots"): 10, 11, 12, 14, 23, 24, 25, 27, 28, 29, 30, and 31. The Shared Water System shall be administered by a separate water association which shall have the authority to levy hookup fees and regular water assessments as established by Declarant or the water association. Declarant shall record covenants that set forth restrictions pertaining to the use of water from the Shared Water System and govern the administration of the Shared Water System (the "Water Covenants"), and the Water System Lots shall be subject to the Water Covenants, as the same may be amended from time to time as provided therein. Water from the Shared Water System shall be used for domestic and culinary purposes only and shall not be used for irrigation. Lot Owners of the Water System Lots shall not be permitted to drill a well on their Lot. All Lots other than the Water System Lots shall be served by individual wells to be drilled at each Lot Owners' sole expense. Water from such private wells may be used for domestic and irrigation purposes in compliance with applicable law.

9.12 **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 either installed underground or screened from view with shrubbery or decorative screening walls approved by the ARC. All utility lines on Lots and connections from Lots to the utility lines shall be completed at the Owners' expense.

9.13 **Antennas.** Unless otherwise approved by the ARC, there shall be no antenna of any sort either installed or maintained, which is visible from neighboring property; provided, however, that one television antenna or satellite dish per Lot may be installed upon the building, provided the same does not exceed 10 feet in height over the roof line.

9.14 **Energy Devices.** Energy production devices, including, but not limited to, generators of any kind, solar and wind energy devices, shall not be constructed or maintained on any portion of the Property without the written approval of the ARC and as may be expressly depicted in plans approved by the ARC.

9.15 **Parking.** Sufficient driveways and parking areas shall be provided by the Owner of each Lot, to permit off-street parking at least 50 feet away from the edge of the private road easements to prevent obstructed or impeded traffic and to facilitate snow removal and prevent damage to vehicles from snow plow or snow blower equipment.

9.16 **Fencing.** All fences shall be approved by the ARC, including perimeter fences. No wire, barbed wire, metal, or vinyl fences will be allowed on any Lot except along the perimeter of Big Springs Village subdivision. Fences shall be an open post and rail configuration constructed from natural or milled wood materials colored in earth tones designed to blend with the natural surroundings. Privacy fences are prohibited except as may be approved by the ARC for screening of small areas such as trash storage, compost piles, fuel tanks, dog kennels or other animal shelter. Wire or mesh fencing may be allowed by the ARC for animal confinement when screened from view from another lot or the Common Area by wood privacy fencing.

ARTICLE 10 USE RESTRICTIONS AND MAINTENANCE REQUIREMENTS

10.1 **Residential Use Only.** The Property may only be occupied and used for residential purposes in compliance with local land use ordinances and codes, and for such incidental purposes as may be expressly approved in writing by the Association. The use and occupancy of each Lot shall comply with this Declaration and all Association rules and regulations.

10.2 **Rentals to Third Parties.** Use of the residences by third-party tenants shall be considered use for residential purposes and shall not be deemed a violation of this Declaration or any rules and regulations of the Association. All rental uses, long term and short term, shall comply with local laws and regulations.

10.3 **Use Restrictions.** The following restrictions are applicable to Lots and all reference to Owner or Owners includes their Permittees.

- (a) Motorcycles, ATV's, Snowmobiles. motorcycles, ATV's and snowmobiles are permitted upon the private roads within the Property for the purpose of ingress and egress to and from a Lot only and must comply with all speed restrictions this Declaration and applicable rules and regulations and established by the Association. Operation of motorcycles, ATV's and snowmobiles shall not generate excessive dust or noise and shall be restricted to the Owner's own Lot and the private Road

Easements and shall not be operated upon another Owner's Lot without the Owner's consent.

- (b) **Temporary Dwelling Prohibited.** Except as expressly allowed herein, no temporary dwelling, such as trailers, tents, shacks or other similar buildings shall be permitted on any Lot, except during a construction period not to exceed 18 months or as otherwise authorized by the ARC. Provided, however, if an Owner has constructed a permanent residential structure on its Lot which was approved by the ARC and which complies with this Declaration, the Owner may regularly park on their lot a personal travel trailer, an open or enclosed ATV/snow machine trailer, a boat or a recreational vehicle. Owners may, on a temporary basis, park or leave upon a vacant Lot a single personal travel trailer or recreational vehicle for up to a total of four (4) months cumulatively in a calendar year. Additional travel trailers or recreational vehicles may not remain on a Lot for any single period longer than Fourteen (14) consecutive days.
- (c) **Wood Burning.** All chimneys of wood burning stoves and fireplaces shall be equipped with appropriate spark arresters. No open fires shall be lighted or permitted on a Lot, except in fire pits designed to adequately contain open fires or in a self-contained barbecue unit, or within a safe and well-designed fireplace.
- (d) **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. The term "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 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. The term "noisy animal" means any animal, which habitually, constantly or frequently disturbs the sleep, peace, or quiet of any person.
- (e) **Clothes Lines.** Outside facilities for hanging, drying or airing clothing or household fabrics are prohibited unless fully screened from view from outside of the Lot.
- (f) **Signs.** Flashing light, neon tube or other digital signs are prohibited. No signs shall be erected on a Lot so as to be viewable from any other Lot or the Common Area, except:
 - (i) one (1) sign that does not exceed six (6) square feet for advertising the premise for sale or rent;
 - (ii) one (1) sign identifying the name of the Owner and/or address of the Lot;
 - (iii) one (1) or more signs installed by the Association within the Common Area to provide directions and information or to display rules adopted by the association; and

- (iv) one (1) temporary sign advertising the name of one or more contractors constructing Improvements on the Lot but only during the construction period.
- (g) No Hazardous Activities or Nuisances. No activities shall be conducted on the Property and no Improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. 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. The discharge of firearms, firecrackers or fireworks is forbidden without the prior express written consent of the Board.
- (h) No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for ore, or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth, except the drilling of a single domestic well for the extraction of water in accordance with state and local laws.

10.4 **Maintenance.**

- (a) Lot Improvements and Personal Property. All Owners shall keep their Lots reasonably clean, safe, sightly and tidy. Lot Improvements, trailers, recreational vehicles and other equipment shall at all times be kept in good condition and repair and maintained in a painted, stained or otherwise finished condition by the Owner thereof. Inoperable vehicles shall be stored inside a garage or shop.
- (b) Landscaping and vegetation. All excavation and disturbed soils shall be restored to a natural condition consistent with the surrounding natural topography and native vegetation or in an improved landscaped, paved or otherwise developed Improvement condition.
- (c) Material Storage. Service areas, soil, gravel, and other material storage piles and compost piles shall be appropriately screened from view from another Lot and the Common Area.
- (d) Trash, Debris. Solid waste, trash and debris shall be stored in enclosed bear-resistant containers or buildings and screened from view from another Lot and the Common Area, and take reasonable measures to prevent attraction of bears, rodents, flies, or other animals, offensive odors, liquid runoff; and the blowing of paper debris and other waste.

ARTICLE 11 INSURANCE

11.1 The Association may procure all insurances with coverage limits it deems appropriate and necessary, including but not limited to commercial general liability, directors and officers, property, and workers compensation insurance.

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

ARTICLE 12 DESTRUCTION, DAMAGE OR OBSOLESCENCE

12.1 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 13 EMINENT DOMAIN

13.1 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 of eminent domain or by any action or deed in lieu of condemnation, the Association shall be entitled to timely written notice thereof and the Association shall participate in the proceedings incident thereto.

ARTICLE 14 LEASING OF LOTS

14.1 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 15 NOTICES

15.1 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, address to the intended recipient at the last known address of the intended recipient.

ARTICLE 16 NO WAIVER

16.1 The failure of the Association 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 Association 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 Association of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Association.

ARTICLE 17 ENFORCEMENT

17.1 Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations, design guidelines and decisions issued by the Association and ARC. 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 Association 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 remedied or abated by Declarant or the

Association. The Association shall be entitled to payment of all attorney fees incurred by the Association, 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 Association 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 parties holding or claiming any ownership or leasehold interest in the applicable Lot.

ARTICLE 18 AMENDMENTS

18.1 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 at least two thirds (2/3) of the Members of the Association entitled to vote. Any amendment shall be effective upon its recordation with the recorder of the county where the Property is located and shall be binding upon all Owners and parties taking or receiving any interest in any Lot or any other portion of the Property.

ARTICLE 19 ANNEXATION OF ADDITIONAL PROPERTY

19.1 **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, without the approval of any Owner or the Association so long as Declarant owns at least one Lot within the Property. Thereafter annexation may occur on the affirmative vote of the Association.

19.2 **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.

19.3 **Supplemental Declarations.** Supplement declarations 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 (a "Supplemental Declaration"). 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 therein.

19.4 **Effect of Annexation.** Except as expressly stated in a Supplemental Declaration, upon its recording, all property subject thereto shall become subject to this Declaration as if the annexed property was originally included in the Property subjected to this Declaration. The Association 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 control with regard to the annexed property described in the Supplemental Declaration.

ARTICLE 20 GENERAL PROVISIONS

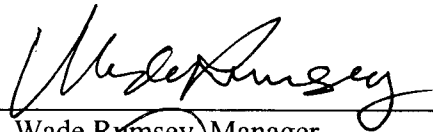
20.1 **Captions, Gender and Grammar**. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. Singular terms used herein shall be construed to mean the plural whenever applicable or vice versa.

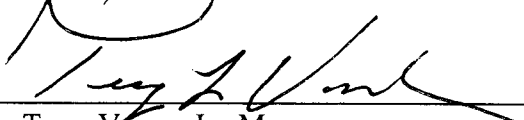
20.2 **Severability**. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

3 BIG SPRINGS, LLC, an Idaho limited liability company

By: 
Wade Rumsey, Manager

By: 
Terry Vance, Jr., Manager

STATE OF IDAHO)
 Madison)ss.
County of ~~Bonneville~~)

On this 14 day of August, 2024, before me the undersigned, a notary public in and for said State, personally appeared **WADE RUMSEY** and **TERRY VANCE**, known or identified to me to be Managers of **3 BIG SPRINGS, LLC** and the Managers who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that such Managers embers executed the same in said limited liability company name.

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





Notary Public for: Idaho
Residing at: Rexburg
My Commission Expires: 10/02/29

EXHIBIT A

Legal Description of the Property

Lot Nos. 1-31, Block 1, of Big Springs Village, as set forth on the plat thereof recorded on July 11, 2024, as Instrument No. 603970, in the office of the Fremont County Recorder, Fremont County, Idaho.