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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

CRESTVIEW COVE  
OFFICIAL RECORD BOOK  
BANNOCK COUNTY IDAHO

22009649

RECORDED AT REQUEST OF  
46-3 DEPUTY CM

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RECITALS

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Whereas, the undersigned (hereafter "Declarant") is the owner of certain real property located in Pocatello, Bannock County, State of Idaho, identified as CRESTVIEW COVE, such property being more particularly described below (hereafter "Property"); and

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Whereas, Declarant has subdivided the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration").

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property more particularly described as:

Lots 1-11 Block 1 Crestview Cove

Shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the plat of any neighborhood within the development, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with one another to accept, hold, improve, use and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

ARTICLE 1 - DEFINITIONS

The following definitions control in this Declaration.

Section 1.1. Association means the CRESTVIEW COVE HOMEOWNERS ASSOCIATION its successors and assigns.

Section 1.2. Board of Directors means the governing body of the Association. The board shall consist of the Declarant while Founder Class membership exists and when no Founder Class membership exists the board shall consist of 3 Lot Owners as elected by the Association. Those elected shall serve annual terms from the time of election at which time they may be replaced or re-elected.

Section 1.3. Declarant means, jointly and severally, Satterfield Realty & Development, Inc., and the Declarant's heirs, successors and assigns.

Section 1.4. Declaration means this instrument, and any amendments thereto.

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Section 1.5. Entire Membership means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Owner Class and Founder Class Members.

Section 1.6. Lot means the separately numbered and individually described plots of land shown on any plat or plats recorded with regard to the Property and designated for private or common ownership.

Section 1.7. Member means every person or entity who holds membership in the Association. The Owners of Lots constitute the Members of the Association. Owners of common lots within the Property shall not be Members.

Section 1.8. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.9. Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the Property. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "Owner."

Section 1.10. Plat means any neighborhood development plat recorded and subject to this declaration.

Section 1.11. Property means that certain real property described initially, and such additions and annexations thereto as may hereafter be subjected to this Declaration.

Section 1.12. Directors means the members of the governing body of the Association.

## ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Limited Application of Article The provisions of this Article 2 shall apply to private Lots within the Development.

Section 2.2. Rules. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Association's property, if any. These rules of the Association shall be compiled, and copies shall be made available for inspection and copying by the Members.

Section 2.3. Lots. Each building Lot (1-10) is owned in fee simple by the Owner. Lot 11 is to be owned jointly by the owners of lots 1-10. (see note on plat)

## ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Lot Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Lot Owner to another person or entity.

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Section 3.2. Voting Rights. The Association has two classes of voting membership:

**OWNER CLASS.** Owner Class Members shall be all Lot Owners with the exception of the Declarant, as defined in this Declaration. Owner Class Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a single Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

**FOUNDER CLASS.** The Founder Class Member shall be the Declarant (as defined in this Declaration) Founder Class Members are entitled to five (5) votes for each Lot owned. The Founder Class membership shall cease and be converted to Owner Class membership on the happening of any of the following events, whichever occurs earlier: (a) conveyance of seventy-five percent (75%) of all Lots to purchasers; (b) the expiration of ten (10) years from the first conveyance of any Lot to a purchaser; or Declarant. (c) the surrender of Founder Class membership status by the express written action of the Declarant

#### ARTICLE 4 – FINANCES, OPERATIONS AND ASSOCIATION DUTIES

Section 4.1. Assessments. An Annual Assessment and any special assessment levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Crestview Cove, and in particular for the improvement and maintenance of the common areas, services, and facilities devoted to these purposes. No owner of a house may exempt that owner from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of owner's house.

Section 4.2. Notice and Quorum for any Action Authorized Under Sections 4.1. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 4.1 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.3. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

Section 4.4. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority;
- (b) All Common Area;
- (c) All Lots owned by Declarant and, as long as the Declarant has Founder Class membership status.

Section 4.5. Payment of Annual Assessment. At the time of the first conveyance or occupancy of each unit and from time to time thereafter, the Board shall notify the owner or owners of each lot as to the amount of the annual assessment and shall each month collect for each lot one-tenth (1/10) of said lot's proportional share of said annual assessment.

Section 4.6 Special Assessments. In addition to other assessments authorized by this Declaration the Board shall have the right and power to levy a special assessment applicable for the purposes of providing for the construction of additional recreational and other common facilities, unexpected repairs, or the alteration, replacement, demolition or removal of existing recreational and other common facilities, from time to time, as in its discretion appears to be in the best interest of the Association. Any such alteration, demolition, removal, construction, improvement or addition increasing the owner's assessment for that year over the then maximum limitation shall be authorized by an affirmative vote of a majority of the Board at a duly called meeting at which a quorum is present, and ratified and approved by a majority vote of the members who shall vote in person or by proxy at a meeting called for that purpose.

Section 4.7 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved lots, and may be collected in a lump sum or on a monthly installment basis. Each owner's prorated share of any assessment shall be one-tenth (1/10) of the total amount of said assessment. In the event the actual number of improved lots is not ten (10), the denominator in the fraction "one-tenth" shall, wherever it appears in this Declaration be changed to reflect the correct total number of improved lots at the time of the assessment, but in all events excluding Lot 11.

Section 4.8 Operating Fund. There shall be an operating fund from which the Association shall make disbursements in performing the functions of the Association, and into which the Association shall deposit all moneys paid to it as Annual Assessments, Special Assessments, Miscellaneous fees, and Income and profits attributable to the operating fund.

Section 4.9 Duties of the Association. The association shall have certain duties, subject to and in accordance with this Declaration, to do and perform for the benefit of the owners and for the maintenance and improvement of Crestview Cove. These duties are to include:

- Operation of Common Areas,
- Payment of Taxes, Fees, and Insurance
- Rule Making
- Enforcement of Restrictions and Rules
- Notifications

## ARTICLE 5 – INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Association shall insure any property, whether real or personal, owned by the Association, against liability, loss, damage

or hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

#### ARTICLE 6 - ASSOCIATION EASEMENTS AND COMMON AREAS

Section 6.1. Landscape and Maintenance Easement. The landscape areas of Lots 1 -11 of Crestview Cove are to be covered with and subject to a Landscape and Maintenance Easement retained by Declarant in favor of the Association. The common area shall be held, maintained and used to meet the interests of owners or to enhance their enjoyment and common use. By this Declaration, Declarant does hereby create and reserve in favor of the Crestview Cove Homeowners Association, a landscape and maintenance easement upon all of the property described as lots 1 through and including Lot 10 except for the portions of those lots occupied by a dwelling unit or other accessory structure, said reservation being for purposes of allowing the Association to access to install, replace, repair and maintain all landscaping, including turf, shrubs, trees and related irrigation and other systems and to install or apply fertilizer, herbicides, pesticides and other chemicals for purposes of maintaining the landscaping. Each lot shall be subject to such easement and this easement shall run with the land and be binding upon all successors in interest to Declarant. By accepting said conveyance from Declarant of an owner's respective lot, owner implicitly and expressly agrees to be bound by this easement and to allow all of owner's lot, except that portion occupied by the dwelling and any accessory structure, to be taken care of by the Association for purposes of having common and uniform landscaping throughout the entire Crestview Cove Lots 1-10. Lot 11 is common area and is to be maintained in conjunction with the other landscaping. The Board shall be the sole judge as to the appropriate maintenance of all grounds within the common area.

Section 6.2 Member's Rights in Common Area. Every member shall own that member's lot subject to the Association's landscape easement and shall have a right and easement of enjoyment in and to the Common Areas appurtenant to that member's lot. Such right of enjoyment shall be subject to the restrictions and conditions set forth in this Declaration and to such reasonable rules and regulations as from time to time are promulgated by the Board.

#### ARTICLE 7 - USE RESTRICTIONS

Section 7.1. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of lots or homes during the period of construction and sale of said lots or homes and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sales offices.

Section 7.2. Land Use. CRESTVIEW COVE shall be used only for purposes consistent with this Declaration and any Supplement. The owner of any property within the development may impose additional covenants on its property with such approval as may be required from the board. If the provisions of any such additional covenants are more restrictive than the provisions of this Declaration, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

Section 7.3. Exterior Building Materials. The general design expressed in the front of the house must be covered in entirety by painted LP Smartside or Hardie siding, stone, brick or

stucco, or a combination of such, or other materials as approved in writing by the Committee. The remaining 3 sides of the home may use similar materials as the front of the home, or they may be covered in seamless metal siding.

Section 7.4. Garages. All residences constructed on any lot within the Property shall be constructed with a fully enclosed, private garage, built to accommodate not less than two (2) vehicles. The height of the garage door headers shall not exceed four (4) feet of clearance above the height of a normal passenger vehicle, pickup truck or sport utility vehicle. All garages shall be constructed of the same exterior materials, and shall be in harmony and architecturally compatible with, the residence constructed on the lot.

Section 7.5. Roof Mounted Heat Pumps. Heat pumps and/or air conditioning or heating units shall not be allowed to be mounted on roofs.

Section 7.6. Driveways and Walkways. The primary driveway (that is the driveway leading from the street to the garage) and primary walkways (that is walkways leading from the street or driveway to the entrance of the residence), shall be constructed of standard gray concrete. In no event shall a driveway or walkway be constructed of dirt, sand, clay or road base material. Any RV or other parking pad proposed to be constructed to the side of a home or garage, must first be approved by the Committee in writing.

Section 7.7. Landscaping and Park Strip. Landscaping of the yards must be completed within 60 days after occupancy unless significant weather limitations prohibit the planting or growth of vegetation under which the time shall be extended until 30 days after the beginning of the next growing season. Should excessive growth occur on any lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the lot or lots. Homeowners are responsible for the maintenance of the park strip between the curb and the sidewalk. The park strip is to have grass ground covering and shall have a minimum of 1 little leaf linden tree installed where a park strip exists in front of a home. Lots 1 and 10 shall have 3 little leaf linden trees installed on the park strip that runs along Monson St. No other bushes, trees or plants aside from those described herein shall be installed in the park strip.

Section 7.8. Fences, Walls and Barriers. Walls, fences and other barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. No fencing shall be installed in the front setback area of a structure, except on the street side of corner lots abutting the entrance to the development. Vinyl or Decorative Concrete fencing shall be used throughout the development. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair. No wire netting, chicken wire, barbed wire, or chain link fences will be allowed.

7.8.1. Perimeter Fence/Wall. The owners of all lots have an Exterior Perimeter Fence/Wall for their use. In the event that this fence/wall is damaged or destroyed through the act of an Owner or any of the Owner's agents or guests (whether or not such act is negligent or otherwise culpable), it shall be the obligations of such owner to rebuild and repair the Fence/Wall without cost to other lot owners. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of the Fence/Wall without the prior consent of all owners of any interest therein, whether by way of easement or in fee. In the event of a dispute between owners with respect to the construction, repair or rebuilding of the Perimeter



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Fence/Wall, or with respect to the sharing of the costs thereof, such owners shall submit the dispute to the Board, the decision of which shall be binding.

Section 7.9. Sight Distance at Intersections. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within a triangle formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.10. Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other lot within the Property unless a drainage easement exists for such alteration. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot except for within the established drainage easements that run along each adjoining property line. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. For those lots with a side slope, it will be the responsibility of the party that alters the existing grade, being the grade at the time of acceptance of the development by the City of Pocatello, to insure the existing grade of any adjoining lots by means, if necessary, of a retaining wall, erosion resistant landscaping or other decorative structure on his/her property and provide means for lot drainage to flow according to the drainage plan.

Section 7.11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, part or portion of the Property.

Section 7.12. Building Location. All buildings shall be located on all lots so as to comply with any requirements noted on the Plat and so as not to be in violation of Pocatello City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps, encroach upon any other lot. All construction shall be made only within designated and approved building pads.

Section 7.13. Prohibited Structures. No basement home, mobile home, or pre-manufactured home shall be placed, located or constructed on any lot. No structure of a temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The storage of one (1) camper trailer belonging to the lot Owner shall be allowed provided such storage is confined to the rear yard area, side yard area or garage, is behind a fenced area screening it from street view, and is not occupied in any fashion or manner.

Section 7.14. Signs. Street and neighborhood signs shall be installed as per the master plan narrative. For residential homes and except as otherwise provided herein, no individual signs of any kind shall be displayed to the public view on any lot except one sign of not more

than one square foot for identification (numbering) purposes. One sign of not more than six (6) square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction. Any sign used for advertising the lot or home thereon for sale or rent, or for identifying the home during construction, shall be of the style, size, color and design, and shall strictly conform in all respects with this section. Banners, flags or streamers may be used for a period of no more than 30 days continuously and may not be replaced until 30 days have past without banners, flags or streamers on the property. The above notwithstanding, signs used by the Declarant to advertise the development and/or initial sale of any lot, part or portion of the Property shall be excluded from this restriction.

Section 7.15. Care and Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's lot at all times in a safe, sound and sanitary condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective lots. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

Section 7.16. Nuisances. No noxious or offensive activity shall be carried on, or be allowed to be carried on, upon any lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No lot shall be used for any illegal purpose.

Section 7.17. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, not exceeding two (2) of each, may be kept in a residence constructed on a lot, or on the lot in a suitable enclosure, provided that they are not kept on any lot so as to be visible from other lots or residences, and are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws, ordinances, rules and regulations. Pets shall not be kept if they create noise or odors that, in the opinion of the Committee, constitutes a nuisance. Lot owners may make application for exceptions to this restriction to the Board.

Section 7.18. Garbage and Refuse Disposal. No lot, part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage, or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. No rubbish, trash, papers, junk, or debris shall be burned upon any lot, part or portion of the Property.

Section 7.19. Storage of Materials. No lot, part or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the lot. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

Section 7.20. Inoperable Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, or part or portion of the Property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, or part or portion of the Property for a period exceeding thirty (30) days, the same may be removed after ten (10) days written notice to the lot and vehicle owner. The cost and expense of such removal shall be borne by the lot owner and vehicle owner. As used in this section, "inoperable vehicle" shall mean any motor vehicle which is unable to be legally



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operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of ninety (90) days or more. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other permitted structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots.

Section 7.21. Boats, Recreational, Trucks, Trailers and Other Vehicles. No boats, motorcycles, trailers, buses, motor homes, campers or other such vehicles shall be parked or stored upon any lot except within an enclosed or screened area. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the Property except for a limited time frame of 48 hours while loading and unloading. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required. Trailers and motor homes with a length in excess of fifty (50) feet and trucks of a gross vehicle weight over ten thousand (10,000) pounds are not allowed to be placed, parked, or stored upon any street, lot, or part or portion of the Property. All trailers and recreational vehicles must be placed within an enclosed garage or behind a privacy fence or wall.

Section 7.22. Antennas. No external radio, television, dish or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or on any residence on any lot so as to be located on the front street section of the house.

Section 7.23. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon, in or under any lot or part or portion of the Property, nor shall any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon, in or under such lot or part or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or part or portion of the Property.

Section 7.24. Re-Development or Combining of Lots. No lot within the Property shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of lots.

Section 7.25. Damages. Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or Owner.

Section 7.26. Code Compliance. Declarant and Owners are subject to, and shall abide by all federal, state and local regulations regarding the use and development of property, regardless of the provisions of this Declaration.

Section 7.27 Improvements and Alterations. No improvement, alteration, repair, excavation or other work which in any way alters the exterior appearance of any lot or the improvements located thereon from its natural or improved state as existing on the date of this

declaration and no building, fence, wall, residence or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Board for the purpose desired. Pursuant to its rule making power, the Board shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvement. The Board shall have the right to refuse to approve any plan, specification or grading plan, which is not suitable or desirable, in its opinion, for aesthetic or other reason and in so passing upon such plan, specification or grading plan, and without limitation on the foregoing, it shall have the right to take into consideration the structure, and the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and on the outlook from the adjacent or neighboring property. All subsequent additions to or change of alterations in any building, fence, wall or other structure, including exterior color scheme, shall be subject to the prior approval of the Board. No changes or deviations in or from such plans and specifications, once approved, shall be made without the prior written approval of the Board. All decisions of the Board shall be final, and no lot owner or other party shall have recourse against the board for its refusal to approve any such plans and specifications or plot plan, including lawn area and landscaping.

#### ARTICLE 8 - PARTY WALL, FENCE AND ROOF

Section 8.1. Maintenance. The cost of maintaining each Party Wall, Fence and Roof shall be borne equally by the owners of the lots on either side of said Party Wall or Party Fence. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.

Section 8.2. Damage. In the event of damage or destruction to any Party Wall, Party Fence, shared slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

#### ARTICLE 9 - GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against

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 any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Directors may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 9.2. Declarant Immunity. By purchasing property within the Development, and unless otherwise stated in writing through a specific written warranty, the lot purchaser and Owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property.

Section 9.3. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 9.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, and by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 9.5. Amendment. After the occurrence of one of the events set forth in Section 6.1 which terminates the Declarant's right to appoint and remove members of the Committee, this Declaration may be amended by a written document signed by the Owners of two-thirds (2/3) of all lots in the Development. Until such time as one of the events set forth in Section 6.1 occurs which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 9.6. Declarant Exemption. The Declarant and all activities carried on by the Declarant in connection with the Development, development, sale, or related activity, with regard to the Property or any lot, is exempt and free from all restrictions and constraints in this Declaration.

Section 9.7. Violation as Nuisance. Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any Owner or Owners of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

Section 9.8. Enforcement. Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Declarant and the Owner or Owners of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Declarant or any Owner or Owners of any lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.9. Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 9.10. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five (5) days after mailing, whichever is sooner.

Section 9.11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9.12. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 9.13. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

#### ARTICLE 10 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 27<sup>th</sup> day of May, 2020.

Declarant

Satterfield Realty and Development, Inc.

By: [Signature]  
Ryan S. Satterfield

Title: President

STATE OF IDAHO )  
 ) ss.  
COUNTY OF BANNOCK )

On this 27 day of May, 2020, before me personally appeared Ryan S. Satterfield, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Satterfield Realty and Development, Inc., a Idaho corporation and that the foregoing document was signed by him on behalf of such company in the capacity stated, he being duly authorized to do so by a resolution of the board of directors of Satterfield Realty and Development, Inc.

[Signature]  
Notary Public  
Residing at: 841 Towner St.  
Commission Expires: 2/24/2026







**BYLAWS  
OF THE  
CRESTVIEW COVE HOMEOWNERS ASSOCIATION, INC.**

***ARTICLE I***

***GENERAL PLAN OF OWNERSHIP***

Section 1.1 Name. The name of the corporation is CRESTVIEW COVE HOMEOWNERS ASSOCIATION, INC. (the "Corporation"). The principal office of the Corporation shall be located at 2335 Greenfield Drive, Pocatello ID 83201 until changed by a vote of the membership.

Section 1.2 Bylaws Applicability. The provisions of these Bylaws are applicable to CRESTVIEW COVE Subdivision (hereinafter called the "Property"), a subdivision located in the County of Bannock, State of Idaho, generally provided for in the Declaration of Covenants, Conditions and Restrictions for CRESTVIEW COVE Subdivision, and the amendments and supplements thereto, recorded or to be recorded in the office of the County Recorder, Bannock County, Idaho (the "Declaration").

Section 1.3 Personal Application. All present and future Owners and their tenants, future tenants, employees, and any other person that might use the facilities owned and/or managed by the Corporation in any manner, are subject to the regulations set forth in these Bylaws, and in the Declaration. The mere acquisition or rental of any of the Building Lots of the Property or the mere act of occupancy of any of the Building Lots will signify that these Bylaws are accepted, ratified, and will be complied With.

***ARTICLE II***

***VOTING, MAJORITY OF DELEGATES, QUORUM, PROXIES***

Section 2.1 Voting. Except for the Founder Membership as provided for in the Articles of Incorporation and the Declaration, and except as may be otherwise provided in the Declaration, each Member shall be entitled to one (1) Vote for each Building Lot owned by such Member.

Section 2.2 Majority of Members. As used in these Bylaws, the term "Majority of Members" Shall mean those Members representing fifty-one percent (51%) of the voting power of all classes of Membership in the Corporation.

Section 2.3 Quorum. Except as otherwise provided in these Bylaws, the Articles of Incorporation or the Declaration, the presence in person or by proxy of the Founder Member where there is such a member, and the presence in person or by proxy of the Owner Members holding at least thirty percent (30%) of the total Votes of all Owner Members, shall constitute a quorum of the Membership. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 2.4 Proxies. Votes may be cast in person or by proxy, Proxies must be in Writing and filed with the Secretary at least twenty~four (24) hours before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member who executed the proxy and shall automatically

cease after completion of the meeting of which the proxy was filed, if for a particular meeting. In no event shall a proxy be valid after eleven (11) months from the date of its execution.

### ***ARTICLE III***

#### ***ADMINISTRATION***

Section 3.1 Responsibilities. The Corporation shall have the responsibility of administering the maintenance and landscaping of any areas owned and/or managed by the Corporation, approving the annual budget, establishing and collecting all assessments, and may arrange for the management of the same pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the Manager, as defined below. Except as otherwise provided, decisions and resolutions of the corporation shall require an affirmative vote of a majority of members present at an annual or special meeting of the corporation at which a quorum is present or written consent of a majority of members of the Corporation.

Section 3.2 Place of Meetings. Meetings of the Corporation shall be held on the Property or such other suitable place as close to the Property as practicable in Bannock County as may be designated by the Board of Directors.

Section 3.3 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the 'first day following which is not a legal holiday. At each annual meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of these Bylaws. At the first annual meeting, the Directors shall be elected to serve until the second annual meeting, and at the second annual meeting, and annually thereafter, Directors shall be elected for a term of two (2) years beginning with such annual meeting. In the event that an annual meeting is not held, or the Directors are not elected at such annual meeting, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. The Members may also transact such other business of the Corporation as may properly come before them at any such annual meeting.

Section 3.4 Special Meetings. It shall be the duty of the President to call a special meeting of the Corporation as directed by resolution of the Board of Directors, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Owner Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these Bylaws, and shall state the nature of the business to be undertaken.

Section 3.5 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Corporation, stating the purpose thereof as well as the day, hour and place where such meeting is to be held, to each Member of record, and any person in possession of a Building Lot, at least ten (10) but not more than thirty (30) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 3.5, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished the Secretary, notice shall be deemed to have been given to a member if posted in a conspicuous place on the property.

Section 3.6 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of any Member. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 3.7 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (C) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Corporation in order of their priority.

Section 3.8 Action Without Meeting. Any action, which under the provisions of the Idaho Nonprofit Corporation Act may be taken at a meeting of the Corporation, may be taken without a meeting if authorized in writing signed by all of the Members who would be entitled to vote at a meeting for such purpose, and filed with the Secretary. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 3.10 Minutes. Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

## ***ARTICLE IV***

### ***BOARD OF DIRECTORS***

Section 4.1 Number and Qualification. The Property, business and affairs of the Corporation shall be governed and managed by a Board of Directors composed of at least three (3) persons, who need not be Members of the Corporation. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Corporation in some other capacity and receiving compensation therefor.

Section 4.2 Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Corporation, as more fully set forth in the Declaration, and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done exclusively by the Owners; provided, however, that prior to the first annual meeting of the Corporation, the Board of Directors shall not enter into any management service contract for a term in excess of one

(1) year without the approval of a Majority of Members, unless such contract contains reasonable provisions for cancellation (such as upon sixty (60) days written notice by the Corporation following one (1) year from the date of commencement of such contract).

Section 4.3 Special Powers and Duties. Without prejudice to such foregoing general powers and duties, and such 'powers and duties as set forth in the Declaration, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Corporation, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws; to fix their compensation and to require from them security for faithful service when deemed advisable by the Board of Directors;

(b) To conduct, manage and control the affairs and business of the Corporation, and to make and enforce such rules and regulations therefor consistent with law, with the Articles of Incorporation, the Declaration, and these Bylaws, as the Board of Directors may deem necessary or advisable;

(c) To change the principal office for the transaction of the business of the Corporation from one location to another within the County of Bannock, State of Idaho, as provided in Article I hereof; to designate any place within said County for the holding of any annual or special meeting or meetings of the Corporation consistent with the provisions of Section 3 .2 hereof;

(d) To borrow money and to incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the Corporations name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidence of debt and securities therefor; subject, however, to the limitations set forth in the Articles of Incorporation and the Declaration;

(e) To fix and levy from time to time Regular Assessments, Special Assessments, and Limited Assessments upon the Owners, as provided in the Declaration; to determine and fix the due date for the payment of such Assessments, and the date upon which the same shall become delinquent; provided, however, that such Assessments shall be fixed and levied only to provide for the payment of the expenses of the Corporation, and of the taxes and assessments upon real or personal property owned, leased, controlled or occupied by the Corporation, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Corporation for the general benefit and welfare of the Owners, in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided adequate reserves for replacements as the Board of Directors shall deem to be necessary or advisable in the interest of the Corporation or welfare of the Owners. The funds collected by the Board of Directors from the Owners, attributable for replacement reserves, for maintenance recurring less frequently than annually, and for capital improvements, shall at all times be held in trust for the Owners and shall not be commingled with other Assessments collected from the Owners. Such Regular Assessments, Special Assessments and Limited Assessments shall be fixed in accordance with the provisions of the Declaration. Should any Owner fail to pay such Assessments before delinquency, the Board of Directors at its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the Declaration;

(f) To enforce the provisions of the Declaration covering the Property, these Bylaws or other agreements of the Corporation;

(g) To contract for and pay for casualty, blanket, liability, malicious mischief, vandalism and other insurance, insuring the Owners, the Corporation, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include without limitation, medical expenses of persons injured on the Property, and to bond the agents and employees of any management body, if deemed advisable by the Board of Directors;

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Landscaping and Drainage Easement Area, if any, and to contract for and pay maintenance, gardening, utilities, materials and supplies, and services relating to the Landscaping and Drainage Easement Area, if any, and to employ personnel necessary for the operation of the Landscaping and Drainage Easement Area, if any, including legal and accounting services, and to contract for and pay for improvements and any recreational facilities on the Landscaping and Drainage Easement Area, if any. In case of damage by fire or other casualty to the property owned and/or managed by the Corporation, if insurance proceeds exceed Twenty-Five Thousand Dollars (\$25,000), or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Two Thousand Dollars (\$2,000) then the Board of Directors shall obtain firm bids from two or more responsible contractors to rebuild any portion of the said property in accordance with the original plans and specifications with respect thereto, and shall, as soon as possible thereafter, call a special meeting of the Corporation to consider such bids. At such special meeting, the Members may by three-fourths (3/4) of the voting power cast, elect to reject such bids and thus not to rebuild. Failure to thus reject such bids shall be deemed acceptance of such bid as may be selected by the Manager;

(i) To grant easements where necessary for utilities and sewer facilities over the Landscaping and Drainage Easement Area to serve the Property;

(j) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or corporation which is then or there organized or operated for charitable purposes, to which the assets of this Corporation may be distributed upon liquidation or dissolution according to the Articles of Incorporation of the Corporation unless such assets shall be distributed to Owners of Building Lots as more particularly provided in the Articles of Incorporation. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Corporation, and after distribution of all property held or acquired by the Corporation under the terms of a specific trust or trusts;

(k) To adopt, amend, and repeal by majority Vote of the Board of Directors, rules and regulations as to the Corporation deemed reasonable and necessary; and

(l) To pay all real and personal property taxes and assessments levied against the Landscaping and Drainage Easement Area owned or managed by the Corporation.

Section 4.4 Management Agent. The Board of Directors may contract or employ for the Corporation a management agent ("Manager") at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 4.3 hereof.

Section 4.5 Nomination Election and Term of Office. Nomination for election to the Board of Directors may be made by a nomination committee. Nominations may also be made from the floor at the annual meeting. If a nomination committee is formed, the nomination committee shall consist of a chairperson, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. If a nomination committee is formed, the nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. If a nomination committee is formed, the nomination committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

At the first annual meeting of the Corporation, and thereafter at each annual meeting of the Corporation, new Directors shall be elected by secret written ballot by a majority of Members present at such meeting as provided in these Bylaws. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting held for that purpose. Each Director shall hold office until a successor has been elected or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve.

Section 4.6 Books, Financial Statements and Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the affairs of the Corporation in a manner consistent with generally accepted accounting principles. The Corporation will provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Building Lot submits a written request for it. A copy of each audit shall be delivered to each Member within thirty (30) days after the completion of such audit. An annual operating statement reflecting income and expenditures of the Corporation shall be distributed to each Member within ninety (90) days after the end of each fiscal year, and to first mortgagees who have in writing requested notice of Corporation proceedings.

Section 4.7 Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any Director, or in the case the Members fail to elect the full number of authorized Directors at any meeting at which such election is to take place.

Section 4.8 Removal of Directors. At any regular or special meeting of the Corporation duly called, any one or more of the Directors may be removed with or without cause by a majority of Members and a successor may then and there be elected to the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

Section 4.9 Organization Meeting. The first regular meeting of a newly elected Board of Directors shall be held within ten (10) days of the election of the Board of Directors, at such place as shall be fixed and announced by the Directors at the meeting at which such Directors were elected, for the



purpose of organization, election of officers, and the transaction of other business. No notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 4.10 Other Regular Meetings. Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, email, or text, at least three (3) days prior to the day named for such meetings, unless the time and place of such meetings is announced at the organization meeting, in which case such notice of other regular meetings shall not be required.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. At least two (2) days, notice shall be given to each Director, personally or by mail, telephone or facsimile, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Corporation, and shall be deemed given, if not actually received earlier, on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any Director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such Director, as required by law and as provided herein.

Section 4.12 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be waiver of notice by that Director of the time and place thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs such a written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Corporation or made a part of the minutes of the meeting.

Section 4.13 Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 4.15 Committees. The Board of Directors, by resolution, may from time to time designate such Committees as the Board of Directors shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing a committee shall provide for the appointment of its members, as well as a chairperson, shall state the purpose of the committee, and shall provide for reports, termination, and other administration matters as deemed appropriate by the Board of Directors.

## ***ARTICLE V***

### ***OFFICERS***

Section 5.1 Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in the Board of Directors' judgment may be necessary. One person may hold two or more offices, except that office of President.

Section 5.2 Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors, and each officer shall hold office for one (1) year unless he or she shall sooner resign or shall be removed or otherwise disqualified.

Section 5.3 Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board of Directors, or any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 5.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board of Directors. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee or Director of Grantor or any affiliate of Grantor may receive any compensation.

Section 5.5. Special Appointment. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5.6. President. The President shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit corporation, including but not limited to the power, subject to the provisions of Section 4.15, to appoint committees from among the Members and Owners from time to time as the President alone may decide are appropriate to assist in the conduct of the affairs of the Corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the

business of the Corporation. The President shall be ex officio a member of all standing committees, and the President shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or these Bylaws.

Section 5.8. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Corporation at the principal office of the Corporation or such other place as the Board of Directors may order. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and the Secretary shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings of the Corporation and of the Board of Directors required by these Bylaws or by law to be given. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner, listing the names and addresses of the Owners, and any person in possession of a Building Lot that is not an Owner, as furnished to the Corporation and such book shall be changed only at such time as satisfactory evidence or a change in ownership of a Building Lot is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.9. Treasurer. The Treasurer shall have responsibility for the Corporation funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Property owned by the Corporation, tax records and business transactions of the Corporation including accounts of all assets, liabilities, receipts and disbursements, all in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

## ***ARTICLE VI***

### ***OBLIGATIONS OF OWNERS***

#### **Section 6.1 Assessments.**

(a) All Owners are obligated to pay, in accordance with the provisions of the Declaration, all Assessments imposed by the Corporation to meet all expenses of the Corporation, which may include, without limitation, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of fire, earthquake or other hazard, as more fully provided in Section 4.3 of these Bylaws. Except as otherwise provided in the Declaration, the Assessments shall be made equally per Building Lot for all Members of the Corporation obligated to pay such Assessment. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum.

(b) All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration.

Section 6.2 Maintenance and Repair.

(a) Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot as required under the provisions of the Declaration. As further provided in the Declaration, all plans for alterations and repair of improvements on the Property must receive the prior written consent of the Architectural Committee. The Architectural Committee shall establish reasonable procedures for the granting and denial of such approval in accordance with the Declaration.

(b) As further provided in the Declaration, each Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Corporation which are damaged through the fault of the Owner, and each Owner shall promptly reimburse the Corporation for the costs of repairing, replacing and/ or maintaining that portion of the Property which the Corporation has repaired, replaced or maintained pursuant to the Declaration. Such expenditures shall include all court costs and reasonable attorneys' fees and costs incurred in enforcing any provision of these Bylaws or the Declaration.

***ARTICLE VII***

***AMENDMENTS TO BYLAWS***

These Bylaws may be amended by the Corporation at an annual meeting or at a duly constituted meeting of the Corporation for such purpose as provided in the Articles of Incorporation. No amendment to these Bylaws shall take effect unless approved by at least a Majority of Members or such other percentage as herein otherwise provided.

***ARTICLE VIII***

***MEANING OF TERMS***

Except as otherwise defined herein, all words herein initially capitalized shall have the same meanings as are applied to such terms in the Declaration including, Without limitation, "Articles", "Assessments", "Association", "Grantor", "Owner Member", "Founder Member", and "Owners."

***ARTICLE IX***

***CONFLICTING PROVISIONS***

In case any of these Bylaws conflict with any provisions of the laws of the State of Idaho, such conflicting Bylaws shall be null and void upon final court determination to such effect, but all other Bylaws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these Bylaws the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

***ARTICLE X***

***INDEMNIFICATION AND INSURANCE***

Section 10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, or was a

director, officer, employee or agent of a corporation which was a predecessor corporation of the Corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes, without limitation, attorneys' fees and costs.

Section 10.2 Indemnification. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Corporation to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Corporation, against expenses judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Corporation or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such persons' duty to the Corporation, unless and only to the extent that the Court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

Section 10.3 Liability Insurance. The Corporation may purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agents status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article.

## ***ARTICLE XI***

### ***MISCELLANEOUS***

Section 11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Corporation shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 1 1.2 Execution of Documents. The Board of Directors, except as in these Bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent or employee shall have the power or authority to bind the Corporation by any contract or engagement or to pledge the Corporation's credit or to render the Corporation liable for any purpose or in any amount.

Section 11.3 Inspection of Bylaws Books and Records. The Corporation shall keep in the Corporations office for the transaction of business the original or a copy of these Bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Members at all reasonable times during office hours. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the

Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 11.4 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31 st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

Section 11.5 Membership Book. The Corporation shall keep and maintain in the Corporation's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred, and the new Owner shall be incorporated into the book in accordance with the provisions of the Declaration and the Articles of Incorporation.

**CONSENT OF DIRECTORS OF CRESTVIEW COVE HOME OWNERS  
ASSOCIATION, INC. IN LIEU OF MEETING**

The undersigned, constituting all of the Directors of CRESTVIEW COVE HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation (the "Corporation"), do hereby consent to adopt and approve in writing the following corporate action without a meeting in accordance with the provisions of the general nonprofit corporation laws of the State of Idaho:

RESOLVED, That the above and foregoing Bylaws are hereby duly adopted as the Bylaws of the Corporation and that the same do now constitute the Bylaws of the Corporation.

This Consent of Directors of CRESTVIEW COVE Homeowners Association, Inc. in Lieu of Meeting shall be effective the 3rd day of December, 2020.

Ryan Satterfield

Ryan S. Satterfield, Director

Steven Frei

Steven K. Frei, Director

Tara Satterfield

Tara A. Satterfield, Director



**CERTIFICATE OF SECRETARY**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of CRESTVIEW COVE HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation; and

2. The foregoing Bylaws comprising 13 pages, including this page, constitute the Bylaws of CRESTVIEW COVE Homeowners Association, Inc. and were duly adopted by the Board of Directors pursuant to that "Consent of Directors of CRESTVIEW COVE Homeowners Association, Inc. in Lieu of First Meeting" dated effective the 3rd day of December , 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my hand and attest the act of the Corporation effective the 3rd day of December , 2020.

*Tara Satterfield*

Tara A. Satterfield, Secretary