

PINE HAVEN

Restrictions in...
race, color, religion, or
national origin...
restrictions violate 42 U.S.C. 1981(a).

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MASTER DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
AS TO THE USE OF THE REAL PROPERTY EMBRACED WITHIN THE
PINE HAVEN SUBDIVISION LOCATED IN BANNOCK COUNTY, IDAHO
ALL RECORDED LOTS IN PINE HAVEN SUBDIVISION, EXCEPT LOT 4R, BLOCK 3.

KNOW ALL MEN BY THESE PRESENTS:

DEMPSEY CREEK ESTATES, LTD., being the owner of all of
the following described premises, situated within the County of
Bannock, State of Idaho, to-wit:

Pine Haven Subdivision, Phase I have established a
general plan for the improvement and development of such prem-
ises, and do hereby establish the covenants, conditions, reser-
vations, and restrictions upon which and subject to which all
lots and portions of such lots shall be improved or sold and
conveyed by them as owners thereof. Each and every one of
these covenants, conditions, reservations, and restrictions is
and all are for the benefit of each owner of land in such sub-
division, or any interest therein, and shall inure to and pass
with each and every parcel of such subdivision, and shall bind
the respective successors in interest of the present owners
thereof. These covenants, conditions, reservations, and
restrictions are and each thereof is imposed upon such lots,
all of which are to be construed as restrictive covenants
running with the title to such lots and with each and every
parcel thereof, to-wit:

ARTICLE I - General Restrictions

1. RECREATIONAL RESIDENTIAL USE: Such lots, and each and
every one thereof, are for single family recreational res-
idential purposes only. No building or structure intended
for or adapted to business purposes, and no apartment
house, double house, lodging house, rooming house, or

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other multiple family dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof.

2. NATIVE GROWTH: The native growth of such premises shall not be permitted to be destroyed or removed except that which is necessary for constructing the residence and driveway to that residence and as approved in writing by the Homeowners Management Board hereinafter named. In the event such growth is removed, except as stated above, the reversionary owner may require the replanting or replacement of same, the cost thereof to be borne by the lot owner.
3. TANKS, ETC: No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, any tanks for use in connection with any residence constructed on such premises, including tanks for storage of fuels must be buried or walled sufficiently to conceal them from the view from neighboring lots and roads. All clothes lines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view of neighboring lots and roads. Plans for all enclosures of this nature must be approved by the reversionary owner prior to construction.
4. HORSES & PETS: The restriction with respect to livestock and animals shall be limited to the maximum of two horses per acre on a temporary basis only, not to exceed 90 days. Household pets may be kept provided they are not kept or maintained for any commercial purpose, and are not allowed to run loose.
5. UTILITY LINES & RADIO & TELEVISION ANTENNAE: All electrical service and telephone lines shall be placed in such a

location so as not to obstruct the view site of abutting or adjoining lots.

6. NUISANCES: No lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, or for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that would be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.
7. CONSTRUCTION REQUIREMENT: Prior to the building, construction or placing of any major improvements or structures on any lot, written plans shall be submitted to the Homeowners Management Board for its approval. In the event such plans are disapproved, said structure or improvement may not be constructed, built or placed upon said lot. The decision of the Board is final and binding upon all parties concerned. A minimum of 750 square feet of ground floor living space shall be allowed and no structure shall exceed 2 1/2 stories in height. All dwelling must be completed within 24 months of construction commencement.
8. FENCING: Any fence built shall be of wood or log construction, subject to approval of the Home Management Board.
9. COMMERCIAL VEHICLES: No commercial vehicles, construction, or like equipment, or mobile or stationary trailers of any kind shall be permitted on any lot of the subdivision unless first approved by the Homeowners Management Board.

10. SANITARY SEWER: Each and every lot must have adequate sanitary sewer treatment facilities meeting minimum standards of federal, state, and local laws and in addition thereto any and all plans for installation of a sanitary sewer system serving said premises must be submitted to the District Health Department and both the plans and the system be approved in writing prior to installation and/or construction thereof.
11. ROADS & COMMON AREA: Each lot owner in the subdivision shall own the proportionate share of the roads and common area in the subdivision as equal to the total number of lots subdivided divided by the number of lots owned by that individual owner. The developer shall develop the roads initially and shall deed them to the homeowners corporation when twenty lots have been sold. It is not the intention to have the roads accepted by Bannock County or any other governmental agency. It is not the intention of the developer to maintain these roads for winter access and it shall be the responsibility of the individual lot owner (or the homeowner corporation) to arrange access when the roads are snow covered.
12. HOMEOWNERS MANAGEMENT BOARD: For the purpose of maintaining and enforcing the covenants, conditions, reservations, or restrictions herein executed, the developer shall immediately establish a board consisting of Leon Wilford Manning and Stewart Nelson. The original board shall be in force until twenty of the lots within the subdivision have been sold. A homeowners corporation shall be formed immediately to operate and manage the subdivision. At the time that twenty lots are sold, the homeowners shall recognize the management board to consist of at least three managers. These managers shall be elected by a

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majority vote of the individual lot owners and shall supervise the operations and management of the subdivision and shall perform their duties as described in the Pine Haven Subdivision Owners Corporation section of this document.

ARTICLE II - Ownership & Permitted Uses in Common Areas

1. OWNERSHIP: All the common areas and road right of ways as designated on the official recorded plat shall be owned by the homeowners corporation.
2. PERMITTED USES OF COMMON AREA: The common areas shall be held exclusively for the use of all owners within the subdivision. It is not the intention of the grantor to make any improvements on any piece of property within the common area. Improvements to any of the property within the common areas shall not be allowed unless approved by 75% of the present property owners. This condition shall exclude exterior fencing of land at the exterior perimeters of the subdivision which shall be the responsibility of the homeowners corporation to construct and maintain. The common area may be fenced only along the property boundaries of platted lots and shall not be fenced along the designated roadways. This shall insure access to all property owners as well as emergency access to all common areas. No property owner may destroy the natural vegetation within the common areas and grazing of animals within these areas shall only be allowed with approval of the management board except as designated on the plat.

PINE HAVEN SUBDIVISION OWNERS CORPORATIONARTICLE III - Organization

1. MASTER CORPORATION: The Master corporation is an corporation charged with its duties and invested with the power prescribed by law and set forth in the By-Laws. The Master Corporation shall be formed immediately. The Master Corporation shall be composed of all the land owners in the subdivision.

2. MEMBERSHIP:

A. Membership Mandatory. Each Owner (including Grantor) of a lot, by virtue of being such an owner and for so long as he is such an owner, shall be deemed a member of the Master Corporation.

Transfer of Membership. The Master Corporation membership of each owner (including Grantor) shall be appurtenant to said lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said lot, and then only to the transferee of title to said lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said lot shall operated automatically to transfer said membership to the new owner thereof.

3. VOTING:

A. Number of Votes. The Master Corporation shall have one class of voting membership. All Owners within the Pine Haven Subdivision shall be entitled to one vote for each lot owned. The owner of each lot in the Pine Haven Subdivision, may, by notice to the Corporation, designate a person (who need not be an owner) to exercise to vote for such lot. Such designation and revocation may be exercised by the guardian of an owner's

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estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an owner's estate, by his personal representative executor or administrator where the latter's interest in said property is subject to administration in his estate.

B. Meetings of Owners. There shall be a meeting of the owners on the 15th day of October of each year at 6:00 o'clock PM at Pine Haven Subdivision or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the owners not less than fifteen (15) nor more than sixty (60) days prior to the date fixed for said meeting. A special meeting of the owners may be called at any reasonable time and place by notice of the Board or by the owners having one-fifth (1/5) of the total votes and delivered to all other owners not less than fifteen (15) days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the owners entitled to vote at least a majority of the total votes shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the owners present, either in person or by proxy, may, as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the owners entitled to vote at least twenty-five percent (25%) of the total votes. The president of the Corporation (or vice president in his absence) shall act as chairman of all meetings of the

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owners and the secretary of the Corporation (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings. Except as otherwise provided herein, any action may be taken at any meeting of the owners upon the affirmative vote of the owners having a majority of the total votes present at such meeting in person or by proxy. At each annual meeting, the Board shall present a written statement of the Pine Haven Subdivision Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each owner. Within ten (10) days after the date set for each annual meeting, the assessment statement shall be delivered to the owners not present at said meeting.

C. Cumulative Voting. In any election of the members of the Board, every owner (including Grantor) entitled to vote at such an election shall have the right to cumulate his votes and given one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

4. DUTIES OF THE MASTER CORPORATION:

A. The Master Corporation shall have the obligation, subject to and in accordance with Pine Haven Subdivision Restrictions, to perform each of the following duties for the benefit of the owners of each lot within Pine Haven Subdivision.

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- B. Corporation Property. To accept and exercise jurisdiction over all property given to the Master Corporation by Grantor, including the common areas and road right of ways.
- C. Title to Property Upon Dissolution. To convey, upon dissolution of the Master Corporation, the assets of the Master Corporation to an appropriate public agency or agencies to be used for purposes similar to those for which the Master Corporation was created, or to a non-profit corporation, association, trust or other organization organized and operated for such similar purposes.
- ✓ D. Operation of Pine Haven Subdivision Areas. To operate and maintain or provide for the operation and maintenance of (1) all common areas which may be conveyed to it by Grantor, (2) all roads and roadways including retention basins, culverts, and any other improvements within Pine Haven Subdivision and (3) all areas within the Subdivision in which it owns easements for the benefit of Master Corporation members; and to keep all fences located thereon in good order and repair.
- ✓ E. Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Master Corporation, to the extent not assessed to the owners thereof.
- ✓ F. Insurance. To purchase a policy of insurance in an amount not less than \$500,000.00 combined single limit, providing coverage for bodily injury and property damage liability. Said policy shall insure against liability for bodily injury, death and property damage arising from the activities of the corporation or with respect to property under its jurisdiction.

- G. Rule Making. To make, establish, promulgate, amend and repeal the Pine Haven Subdivision Rules.
- H. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by Pine Haven Subdivision Restrictions, as may be reasonably necessary to enforce any of the provisions of the Pine Haven Subdivision Restrictions.
- I. Contracts. Neither Grantor nor any agent of Grantor shall enter into any contract which would bind the Master Corporation or the Board thereof for a period in excess of one (1) year, unless reasonable cancellation provisions are included in such contract.
- J. Audit. To provide for an annual independent audit of the accounts of the Manager and Corporation and for delivery of a copy of such audit to each owner within thirty (30) days after completion thereof. Any owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the manager or the Corporation by a certified public accountant; provided that such audit or inspection is made during normal working hours and without unnecessary interference with the operations of the manager or the corporation.
- K. Maintenance of Roads. To maintain and repair, unless Grantor or such other parties as Grantor may designate shall maintain and repair roads, roadways and fences in a manner that is acceptable to the management board. Said costs shall be pro-rated equally among all units.
5. RULES: The Board may adopt such Rules as it deems proper for the use and occupancy of the Corporation Property. A copy of said rules as they may from time to time be

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adopted, amended or repealed, shall be mailed, or otherwise delivered to each owner, or recorded. Upon such mailing, delivery or recordation, said rules shall have the same force and effect as if they were set forth in and were a part of the Pine Haven Subdivision Restrictions.

6. LIABILITY OF BOARD MEMBERS AND MANAGER: Neither any member of the Board nor the Manager shall be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Master Corporation, the Board, the Manager or any other representatives or employees of the Master Corporation, provided that such Board member, or the manager has, upon the basis of such information as may be possessed by him, acted in good faith.
7. AMENDMENT: The provisions of this declaration shall not be amended without the vote or written consent of the owners of not less than eighty percent (80%) of the combined total number of lots then within the Pine Haven Subdivision.

ARTICLE IV - Funds & Assessments

1. PINE HAVEN SUBDIVISION OPERATING & MAINTENANCE FUND: The Board shall establish a fund (the Pine Haven Subdivision Operating & Maintenance Fund) into which shall be deposited all moneys paid to the Master Corporation and from which disbursements shall be made in performing and functions of the Master Corporation under the Pine Haven Subdivision Restrictions. Funds of the Master Corporation must be used solely for purposes related to those areas and improvements owned by the Master Corporation or subject by this Declaration to maintenance and assessment.

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2. YEARLY ESTIMATES OF ASSESSMENT: At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Corporation during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each lot in Pine Haven Subdivision in an equal amount. If said sum estimated proves inadequate for any reason, including nonpayment of any owner's assessment, the corporation may, at any time, levy a further assessment which shall be assessed equally upon the owner of each lot.
3. PAYMENT OF ASSESSMENTS: All assessments shall be due and payable to the Master Corporation by the assessed owners during the fiscal year in such other manner as the Board may designate in its sole and absolute discretion.
4. AMENDMENTS: Amendments to this Article IV (but not including amendments to sections of other Articles which are referred to in this article or which relate to this article) shall only be effective upon written consent of seventy-five percent (75%) of the owners in Pine Haven Subdivision.
5. LATE CHARGES: If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of five percent (5%) of the amount of the assessment or such other amount as the Board may designate from time to time as set forth in the Pine Haven Subdivision Rules.

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6. UNPAID ASSESSMENTS AS LIENS: The amount of any assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of ten percent (10%) per annum simple interest (or such other rate as the Board may designate from time to time as set forth in the Pine Haven Subdivision Rules), and costs, including reasonable attorney's fees, shall become a lien upon such lot upon recordation of a notice of assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the lot against which it has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an officer of the Corporation. Upon recordation it shall create a lien upon the lot described in the amount set forth. Such assessment lien shall be prior to any declaration of homestead recorded after the recording of this Master Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as is provided in the laws of the State of Idaho for the foreclosure of liens on real property. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by the liens upon any lot created hereunder shall be conclusive upon the Corporation and the owners as to the amount of such indebtedness as of the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner upon

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request at a reasonable fee, not to exceed ten dollars (\$10.00). Liens established pursuant hereto shall be junior to any liens established by any sub-corporation.

IN WITNESS WHEREOF, Grantor has executed this Master Declaration the day and year first above written.

THE UNDERSIGNED HEREBY AGREE TO THE ABOVE TERMS AND CONDITIONS WITH THE EXCEPTION OF THE OWNER OF LOT 4R, BLOCK 3.

Leon Wilford Manning
Leon Wilford Manning, General Partner
DEMSEY CREEK ESTATES, L. T. D.

Stewart Nelson
Stewart Nelson, General Partner
DEMSEY CREEK ESTATES, L. T. D.

State of Idaho
County of Bannock

NOTARY SEAL

On this 23RD day of March, 1994, before me, a notary public, personally appeared Leon Wilford Manning and Stewart Nelson, known or indentified to me to be one of the general partners who subscribed said partnership name to the foregoing document, and acknowledged to me that they executed the same in said partnership name.

[Signature]
NOTARY PUBLIC in and for the State
of Idaho
Residence: P.O. Box 2744 Pocatello
Comm. Exp. 4-1-1998

Leon W. Manning
LEON W. MANNING

Stewart Nelson
STEWART NELSON

Lee Ann Manning
LEE ANN MANNING

Cynthia Nelson
CYNTHIA NELSON

Leon W. Manning
LEON W. MANNING

Louise Mingo
LOUISE MINGO

Gwen B. Manning
GWEN B. MANNING

Richard L. Hansen Kristine H. Hansen
RICHARD L. HANSEN KRISTINE H. HANSEN

State of Idaho
County of Bannock

NOTARY SEAL

On this 23RD day of March, 1994, before me, a notary public, personally appeared LEON W. MANNING, LEE ANN MANNING, LEON W. MANNING, GWEN B. MANNING, STEWART NELSON, CYNTHIA NELSON, LOUISE MINGO AND RICHARD L. HANSEN known or indentified to me to be the persons whoses names are subscribed to the within document, and acknowledged to me that they executed the same.

[Signature]
Notary Public in and for the State of Idaho
Residence: P.O. Box 2744 Pocatello
Comm. Exp. 4-1-1998