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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BONNEVILLE COMMONS SUBDIVISION

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THIS SECOND AMENDED AND RESTATED DECLARATION is made on the date hereinafter set forth by Pocatello Neighborhood Housing Service, Inc., an Idaho nonprofit corporation (hereafter referred to as "**Declarant**"), with respect to the following:

RECITALS

A. Declarant made and executed that certain Declaration of Covenants, Conditions and Restrictions of Bonneville Commons Subdivision dated April 25, 2023 and recorded April 25, 2023 as Instrument No. 22303889 in the records of Bannock County, Idaho, and the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Bonneville Commons Subdivision (collectively, the "Prior Declaration") dated March 7, 2023 and recorded March 7, 2023 as Instrument No. 22302118, and re-recorded on April 25, 2023 as Instrument No. 22303889 in the records of Bannock County, Idaho.

B. Pursuant to Article XV of the Prior Declaration, Declarant has the absolute right and option, at any time and from time to time, to annex any other real property into the subdivision created by the Prior Declaration to become subject to the covenants, restrictions, easements, charges and liens set forth in the Prior Declaration. Declarant desires that adjacent real property be annexed into such subdivision and be subjected to this Declaration on the terms and conditions set forth herein.

C. Declarant desires to amend and restate the Prior Declaration to clarify and expand certain provisions.

D. Declarant owns certain real property located in Pocatello Townsite, Bannock County, Idaho, which is more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "Properties"). Declarant desires to develop the Properties.

E. At full development it is intended, without obligation, that the Properties will have a single-family residential development and condominiums which may include, without obligation, Common Areas, walkways, and roadways.

F. As part of the development of the Properties, Declarant intends, without obligation, to record various Plats; to dedicate portions of the Properties to the public for roadways, utilities, drainage and flood control.

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E. At full development it is intended, without obligation, that the Properties will have a single-family residential development and condominiums which may include, without obligation, Common Areas, walkways, and roadways.

F. As part of the development of the Properties, Declarant intends, without obligation, to record various Plats; to dedicate portions of the Properties to the public for roadways, utilities, drainage and flood control.

G. Declarant desires to form the Association and Condominium Association as non-profit corporations for the purpose of benefiting the Properties and its Owners and Condominium Unit Owners, which non-profit corporations will (a) acquire, construct, operate, own, manage and maintain a variety of Common Areas and other areas within the Properties; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and Condominium Association, administer and enforce all provisions hereof and enforce use and other restrictions imposed on various parts of the Properties.

H. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners, Condominium Unit Owners, mortgagees, lessees, occupants and other holders of an interest in the Properties, or any part thereof, certain mutually beneficial covenants, restrictions and obligations with respect to the proper development, use and maintenance of the Properties.

I. Declarant desires and intends that the Owners, Condominium Unit Owners, mortgagees, lessees, occupants and other holders of an interest in the Properties and other persons hereafter acquiring any interest in or otherwise utilizing portions of the Properties shall at all times enjoy the benefits of the Properties and shall hold their interest therein subject or the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of Bonneville Commons and are established for the purpose of enhancing the value, desirability and attractiveness of Bonneville Commons.

J. Declarant therefore desires to subject all of the Properties to the covenants, conditions, restrictions, assessments, charges, servitudes, liens and reservations set forth in this Declaration.

K. In order to cause this Declaration and the covenants, conditions and restrictions to run with the Properties and to be binding upon the Properties and the Owners, Condominium Unit Owners, mortgagees, lessees, occupants and other holders of an interest therein from and after the date this Declaration is recorded, Declarant hereby makes all conveyances of the Properties, whether or not so provided therein, subject to this Declaration; and by accepting deeds, leases, easements or other grants or conveyances to any portion of the Properties, the Owners, Condominium Unit Owners, and other transferees for themselves and their heirs, executors, administrators, trustees, personal representatives, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such persons are specifically excepted herefrom and that all portions of the Properties acquired by them shall be bound by and subject to this Declaration.

NOW, THEREFORE, for the reasons recited above, Declarant hereby amends and restates the Prior Declaration in its entirety to be as follows:

ARTICLE I. DEFINITIONS

The following terms shall have the following meanings:

Section 1. "**ARCHITECTURAL CONTROL COMMITTEE**" shall mean the committee to be appointed pursuant to Article X, Section 1, below.

Section 2. "**ASSESSMENT**" shall mean a payment required of Association members, including Initiation, Transfer, Annual, Special and Limited Assessments as provided for in this Declaration.

Section 3. "**ASSOCIATION**" shall mean and refer to Bonneville Commons Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 4. "**BOARD**" shall mean and refer to the Board of Directors of the Association.

Section 5. "**BUILDING LOT**" shall mean a Lot intended for the construction of a Dwelling Unit and attached garage.

Section 6. "**COMMON AREA**" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association is described as Lots 5, 6, 9, 15 and 21 in Block 1, Bonneville Commons Subdivision, according to the official plat thereof.

Section 7. "**CONDOMINIUM**" shall mean the Bonneville Commons Condominiums No. 1 and Bonneville Commons Condominiums No. 2, consisting of six (6) Condominium Units each and located on land within the Properties.

Section 8. "**CONDOMINIUM UNIT**" means the separate interest in a condominium as bounded by the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof and the interior surfaces of skylights as shown and numbered on the Condominium Map to be filed for record, together with all fixtures and improvements therein contained, and the airspace so encompassed. Notwithstanding such markings, the following are not part of a "Condominium Unit": bearing walls, columns, floors and roofs (except for the interior surface thereof, of a perimeter wall, floor or ceiling), foundations, shafts, central heating systems, tanks, pumps and other services used by more than one Condominium Unit, pipes, vents, ducts, flutes, chutes, conduits, wires, except the outlets thereof, when located within the Condominium Unit. The interior surfaces of a perimeter window or door means the points at which such surfaces are located when such windows or doors are closed; the physical windows and doors themselves are part of the Common Area of the applicable Condominium as defined in the applicable Condominium Declaration for the respective Condominiums.

Section 9. "**CONDOMINIUM ASSOCIATION**" shall mean the Bonneville Commons Condominium Association No. 1 and Bonneville Commons Condominium Association No. 2, nonprofit corporations organized under the laws of the State of Idaho, their successors and assigns.

Section 10. "**CONDOMINIUM UNIT OWNERS**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Condominium Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "**DWELLING UNIT**" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the adjoining vehicular parking garage, if any, and all projections therefrom.

Section 12. "**DECLARANT**" shall mean and refer to Pocatello Neighborhood Housing Services, Inc., an Idaho non-profit corporation, and subject to the provisions of Article XV, Section 4, its successors and assigns.

Section 13. "**DECLARATION**" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions as the same may be amended from time to time.

Section 14. "**IMPROVEMENT**" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs (including but not limited to any Subdivision identification signs, private street signs, and no parking signs), lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 15. "**LOT**" or "**LOTS**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 16. "**LOT OWNER**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Lots which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 17. "**OWNER**" or "**OWNERS**" shall mean and refer to a Lot Owner or a Condominium Unit Owner, as the case may be, or the Lot Owners and the Condominium Unit Owners collectively if the context so implies.

Section 18. "**PLAT**" shall mean a final subdivision plat covering any real property in Bonneville Commons Subdivision, as recorded in the Office of the County Recorder, Bannock County, Idaho, as the same may be amended by duly recorded amendments thereto. "**Plat**" shall also mean a final subdivision plat covering any additional real property which may be annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

Section 19. "**PARKING SPACE**" shall mean one of the fourteen (14) parking spaces located on Lots 5, 9, and 16, Block 1, which have been permanently assigned and dedicated to the Lots in this Subdivision and the Condominium Units detailed in the Schedule Assigning Parking

Spaces and the Schematic Drawing depicting location of assigned parking spaces, attached hereto as **Exhibit D**.

Section 20. "**PROPERTIES**" shall mean and refer to that certain real property hereinabove described, and any additional real property annexed pursuant to the provisions of Article XIV, below.

Section 21. "**SUBDIVISION**" shall mean Bonneville Commons Subdivision as shown on the final Plat recorded in the Office of the County Recorder, Bannock County, Idaho. "**Subdivision**" shall also include any additional real property shown on a final plat which is annexed into the subdivision project described herein pursuant to the provisions of Article XIV, below.

ARTICLE II. PROPERTY RIGHTS

Section 1. Enjoyment of Common Area. Each Owner shall have a right and easement of enjoyment in and to the Common Area, subject to such Owner paying a reasonable use fee to the Association, and such easement shall be appurtenant to and shall pass with the title to every Lot and Condominium Unit, subject, however, to the following provisions:

A. The right of the Association or the Declarant to contract with the Condominium Association for the common benefit of the Association and the Condominium Association for Architectural Control, snow removal, common area maintenance, including the maintenance of Private Drives A, B, and C.

B. The right of the Association to levy reasonable assessments for the maintenance of the Common Area and any improvements or facilities located thereon as set forth herein below.

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners.

D. The right of the Board to promulgate reasonable rules and regulations governing the right of use of the Common Area by the Owners, from time to time, in the interest of securing maximum safe and fair usage thereof, without unduly infringing upon the privacy or enjoyment of any Owner or occupant of a Lot or any Condominium Unit, including without being limited thereto, reasonable regulations and restrictions regarding vehicle parking thereon and in Common Areas on the Condominium Plat and the Subdivision.

E. Any and all easement rights granted to the Owners or reserved to the Declarant in this Declaration.

Section 2. Delegation of Use. Any member may delegate, in accordance with the rules and regulations adopted from time to time by the Board, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the Properties at the time of use.

Section 3. Rights Reserved by Declarant. Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the Common Area for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns, while the Properties are under construction and until the Declarant has sold all Lots and Condominium Units;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, internet, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Properties for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area, including without limitation any concrete and/or pavement located thereon, shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation, the use of the Common Area where applicable, for:

1. Construction, excavation, grading, landscaping, parking and/or storage;

2. Maintenance and operation of a sales office and model units for sales purposes;

3. The showing to potential purchasers of any unsold Lot, Condominium Unit, Dwelling Unit, or improvements within the Properties;

4. Display of signs and flags to aid in the sale of any unsold Lots, Condominium Units, Dwelling Units, or all or part of the Properties; and

5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns.

Section 4. Right to Amend Declaration. Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XV, Section 3, below.

Section 5. Reservation of Development Rights. No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to

construct Improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Properties, nor Declarant's right to post signs incidental to construction, sales, or leasing. Any development plans or schemes for the Properties in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant and impose no obligation on Declarant as to how the Properties are to be developed or improved.

ARTICLE III. HOMEOWNERS ASSOCIATION

Section 1. Membership. Every Owner of a Building Lot or Condominium Unit which is subject to this Declaration shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Building Lot or Condominium Unit. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said Building Lot or Condominium Unit shall terminate or be transferred.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Owners, with the exception of the Declarant. The Class A Members shall be non-voting Members of the Association until such time as voting rights of the Class B Members expire, as provided below. Upon the Class A Members becoming entitled to voting rights, each Class A Member shall be entitled to one (1) vote for each Building Lot owned and when more than one (1) person holds an interest in a Building Lot or Condominium Unit, all such persons shall be Class A Members but the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Building Lot or Condominium Unit owned by a Class A Member(s).

CLASS B. Class B Members shall be the Declarant, and its successors in title to which successor the Declarant has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be considered to be a Class A Member with respect to each Building Lot or Condominium Unit owned. The Class B Members shall be entitled to one (1) vote for each Building Lot Condominium Unit owned. The Class B membership and the Class B voting rights shall be converted to Class A membership when the Declarant (or its successors in title to whom the Declarant has granted the Class B voting rights, as above provided) no longer owns a Building Lot or Condominium Unit within the Subdivision.

The foregoing notwithstanding, in the event any additional real property owned by Declarant shall be annexed into the subdivision project described in this Declaration pursuant to the provisions of Article XIV, below, the Class B membership shall not be deemed to have converted to Class A membership pursuant to subparagraph A, above, and the Class B membership shall remain in existence (or be deemed reinstated if previously converted to Class A membership) as respects all Building Lots or Condominium Units owned by Declarant.

Section 3. Assessments. Each Owner of any Lot, by acceptance of a deed therefore from Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association an Initiation Assessment, Transfer Assessment, Annual Assessments, Special Assessments and Limited Assessments (each as defined below), such assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments. Upon the initial conveyance by Declarant and upon each subsequent transfer of each Building Lot, the purchaser thereof shall pay an Initiation Assessment or Transfer Assessment, as the case may be, to the Association in the amount of Three Hundred Fifty and 00/100 Dollars ($350.00).

B. Annual Assessments. The Annual Assessment levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for the operation, maintenance, repair and improvement of the Common Area Lots, namely Lots 5, 6, 9, 16 and 21, Block 1 and Improvements located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration (including, without limitation, the expenses incurred in maintaining the Private Drives located on portions of Lot 6, Block 1 as set forth in Article IV, Section 4, below) or in the Bylaws of the Association, for a reasonable and adequate reserve fund for the performance of the Association's obligations. The Annual Assessment shall be Two Thousand One Hundred Dollars ($2,100.00), subject to annual increases as determined by the Board as set forth below. This amount will be billed 30 days prior to the start of the calendar year with the option of making payments in the amount of One Hundred Seventy Five Dollars ($175.00) per month. The Board shall thereafter fix the amount of the Annual Assessment against each Building Lot and Condominium Unit at least thirty (30) days in advance of each calendar year. Adjustments may be made a maximum of one time per calendar year. Failure of the Board to fix the amount of the Annual Assessment or to deliver or mail to each Owner a notice thereof, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay the Annual Assessment. In such event, each Owner shall continue to pay the Annual Assessment last established by the Board until a new assessment amount is established.

C. Special Assessments. In addition to the Initiation, Transfer and Annual Assessments authorized above, the Board may levy a Special Assessment, payable over such period of time as the Board shall reasonably determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, or for any unanticipated expenses or obligations, provided that any such assessment intended to pay the cost of initial construction of any new facility or improvement shall have the assent of two- thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a regularly scheduled meeting or a special meeting duly called for this purpose. Written notice of any meeting at which any action authorized under this paragraph above is anticipated, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of

the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Any Special Assessment shall be payable over such a period as the Board shall determine.

D. Limited Assessments. The Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement for the repair of damage to the Common Area caused by the negligence or willful misconduct of an Owner or such Owner's family, guests, invitees, licensees, agents, employees, or contractors, or for the correction of any violation of this Declaration, including monetary penalties therefore as set forth in Article XV, Section 1, below, if the responsible Owner has failed or refused to perform such maintenance or repair or to correct such violation after written notice of the necessity thereof has been delivered (as set forth herein below) by the Board to the responsible Owner. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance, repair, or corrective action, together with any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance, repair or corrective action or the collection of the assessment, therefore. Any such Limited Assessment shall be due within thirty (30) days of the date written notice thereof is delivered (as set forth herein below) to the responsible Owner. The notices required in this paragraph shall be delivered personally to such Owner or sent by first class or certified mail to the last known address of such Owner as shown on the records of the Association.

E. Uniform Rate of Assessment. Except as otherwise set forth in Paragraph B of this Section 3, the Initiation, Transfer, Annual and Special Assessments (but not Limited Assessments) must be fixed at a uniform rate for non-exempt Lots.

F. Creation of Lien and Personal Obligation of Assessments. The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, late fees, costs of collection and reasonable attorneys' fees shall be a charge on the Lot and shall be a continuing lien upon the Lot or Condominium Unit against which such Assessment is made. Each such Assessment, together with interest, late fees, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot or Condominium Unit at the time when the Assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed but shall not be a personal obligation of successors in title, unless expressly assumed.

G. Effect of Nonpayment of Assessments/Remedies of Association. Any Assessment not paid within thirty (30) days after the due date shall be charged a ten percent (10%) late fee of the amount owing and bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Condominium Unit. In addition, the Association may suspend the voting rights of an Owner for any period during which any Assessment against such Owner's Lot or Condominium Unit remains unpaid. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot or Condominium Unit. Further, if any assessment is not paid within sixty (60) days after the due date, the Board has the right to shut off the individual water meters for any Lot or Condominium Unit as a consequence of non-payment. Once delinquent

payments (including late charges) are paid in whole, the Association will turn water back on to the Lot or Condominium within three (3) business days.

H. Certificate of Payment. The Association shall, upon written demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the Assessments on a specified Lot or Condominium Unit have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance unless corrected within thirty (30) days.

I. Exempt Property. The following property, subject to this Declaration, shall be exempt from the Assessments created herein:

1. All Lots and other property expressly dedicated to and accepted by a local public authority;

2. All Lots, Condominium Units, and other property owned by the Association; and

3. All Lots, Condominium Units, and other property owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

In lieu of paying Annual Assessments, Declarant will contribute, in a timely manner, non-refundable monies to the Association in order to support budgeted or previously agreed to operating costs (excluding any amount for reserves) in excess of current Association operating revenues, so long as Declarant owns any Lots or Condominium Units; provided, however that Declarant's obligation hereunder shall, at Declarant's option, cease at such time as Declarant's Class B membership shall be converted to Class A membership as set forth in Section 2, above or Declarant elects, by written notice to the Association to pay Annual Assessments pursuant to the provisions of this Section 3.

Section 4. Management. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Board may elect or appoint, in accordance with the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time.

Section 5. Powers of Association. The Association shall have all powers of a nonprofit corporation organized under the laws of the State of Idaho, subject only to such limitations as are expressly set forth in the Association's Articles of Incorporation and Bylaws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Association's Articles of Incorporation and Bylaws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, the Association shall have the following powers:

A. The power to levy and collect Assessments as set forth in this Declaration.

B. The power to enforce this Declaration on its own behalf, or on behalf of any Owners who consent thereto, and to maintain actions and suits to restrain and enjoin any breach or threated breach of the Association's Articles of Incorporation and Bylaws, this Declaration or any rules or regulations adopted by the Board.

C. The power to enforce penalties as more specifically provided in this Declaration.

D. The power to adopt, amend, and repeal such rules and regulations as the Board deems reasonable and necessary as more particularly set forth in this Declaration.

E. The power to employ such agents and independent contractors as the Board deems reasonable and necessary including, without limitation, attorneys, accountants, and managers, on such terms and conditions as the Board may determine.

F. The power to maintain all or a portion of Building Lots not occupied by a Dwelling Unit so as to assure uniformity and appeal of Building Lots.

G. The power to grant licenses and easements for use of Common Areas to the Owners upon such rules, taxes and assessments as are fair and reasonable to Owners .

H. The power to contract with the Condominium Unit Owners or the Condominium Association to maintain the Condominium Common Areas upon such rules and the payment of taxes and assessments that is fair and reasonable to Lot Owners and Condominium Unit Owners.

Section 6. Duties of Association. In addition to the duties delegated to it by the Association's Articles of Incorporation and Bylaws and this Declaration, without limiting the generality thereof, the Association or its authorized agents shall have the obligation to conduct all business affairs of the Association and to perform each of the following duties:

A. To promote and administer the requirements of units subject to the principal residence requirement, and review all submissions for a temporary exemption to such.

B. To perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and Improvements located thereon, and any other operation, maintenance and repair obligations set forth in this Declaration, including contacting with the City of Pocatello for water to irrigate the Properties.

C. To obtain and maintain for the Association the policies of insurance set forth in Article XII of this Declaration.

D. To maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of the Common Areas and Improvements located thereon and any other Improvements and facilities which the Association is obligated to operate, maintain and/or repair.

Section 7. Liability of Board Members and Officers. Neither any member of the Board nor any officers of the Association 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 Association, the Board, its officers, a manager or any other representative or employee of the Association, provided that said Board member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

ARTICLE IV. EASEMENTS AND LICENSES

Section 1. General Drainage and Utility Easements. This Declaration shall be subject to all easements heretofore or hereafter granted and conveyed by Declarant for the installation and maintenance of utilities and drainage facilities and easements that may be set forth on the Plat or in a separate instrument, or as may be required for the development of the Properties. In addition, Declarant hereby reserves to itself and for the benefit of the Association the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale by Declarant of the last Lot in the Properties to a purchaser.

Section 2. Specific Easements for Drainage Facilities. Drainage for the Properties, including Common Area and Building Lots, is provided by a system of area drains, pipes, seepage beds and sand and grease traps constructed in the locations, described and/or depicted in the Storm Water System Operation and Maintenance Manual attached hereto as **Exhibit B** (the "**Common Drive O&M Manual**"), the purpose of which is to collect, store and dispose of drainage waters from the Building Lots and Common Area. Declarant hereby declares, grants and conveys a permanent cross easement for the benefit of all Lot Owners and the Association for the collection, storage and dispersal of drainage waters in the location described and/or depicted in the Common Drive O&M Manual, together with the right of access thereto from time to time as necessary for the full exercise of the rights declared, granted and conveyed hereby. The easement granted and conveyed herein may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot or Condominium Unit subject to this Declaration, and any and all parties having any interest in the Properties but excluding those having such interest merely as security for the performance of an obligation. The Association shall be responsible for the operation, maintenance and repair of the area drains, seepage beds and associated facilities, the cost of which shall be included in the Annual and, as necessary, Special Assessments levied by the Association. In the event the surface area of any Lot is disturbed as a result of any maintenance and repair activities, the same shall be restored to the condition in which it existed prior to such repair and maintenance activity as soon as reasonably practical after completion of such repair or maintenance activity.

Section 3. Improvement of Drainage and Utility Easement Areas. The Lot Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat, in the Common Drive O&M Manual, or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

Section 4. Private Drives. Vehicular access to the Properties shall be provided by private drives to be constructed on portions of Lot 6, Block 1. Declarant hereby grants and conveys a permanent easement across the private drives, providing perpetual and indefeasible access rights

for ingress and egress to each Lot. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said private drives may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties but excluding those having such interest merely as security for the performance of an obligation. Parking of motor vehicles on the private drives is permitted only in the areas, if any, marked and designated for motor vehicle parking. Any such parking shall be in conformance with the requirements, limitations and restrictions contained in Article VIII, Section 12, below. The Association shall be responsible for the year-round operation, maintenance and repair of the private drives and parking area, together with any associated storm drainage facilities in accordance with the provisions of the Storm Drain Operations and Maintenance Manual described in Section 2, above. The cost of performing the Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied against all Lots. The provisions of this Section 4 are not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person who is not an Owner, user or occupant of a Lot.

Section 5. Pedestrian Access. Pedestrian access to each Lot shall be provided by sidewalks and pathways to be constructed on each Lot and on Common Area Lots 5, 6, 9, 15 and 21, Block 1. Declarant hereby declares, grants, and conveys a permanent pedestrian access easement over the said sidewalks and pathways, for the benefit of all Owners, providing perpetual and indefeasible access rights for pedestrian ingress and egress to the said Lots. It is the intent of the Declarant that the easements so created shall run with the land and not be sold or conveyed separately from the Lots taking access over them. The perpetual right of ingress and egress over and upon said sidewalks may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties but excluding those having such interest merely as security for the performance of an obligation. The Association shall be responsible to operate, maintain, repair and replace the said sidewalks and pathways, the cost of which shall be included in the Annual and Special Assessments, as applicable, levied against all Lots and Condominium Units. The provisions of this Section 5 are not intended to create, nor shall it be in any way interpreted or construed to create any third-party beneficiary rights in any person who is not an Owner, user or occupant of a Lot or Condominium Unit.

Section 6. Easements for Encroachments. If any part of an Improvement on the Common Area encroaches or shall hereafter encroach upon any Lot or Lots, a permanent easement for such encroachment and for the maintenance of the same is hereby declared to exist. If any part of a Dwelling Unit or Common Garage Building encroaches or shall hereafter encroach upon the Common Area or upon any adjoining Lot or Lots, an easement for such encroachment and for the maintenance of the same is hereby declared to exist. Such encroachments shall not be considered to be encumbrances either on the Common Area or the Lots. Encroachments referred to herein shall include, without limitation, encroachments caused by engineering or surveying errors; settling, rising, or shifting of the earth; changes in position caused by construction, repair or reconstruction of any Improvements in accordance with approved plans; any encroachment due to

any building overhangs or projections (including, without limitation, eaves, entry covers, porches, steps, stoops, decks, balconies, chimneys, bay windows, gables, trellises, cornices, siding, trim and other extensions of buildings and the like); and the placement of any mechanical equipment or utility facilities and the like.

Section 7. Easements of Access for Repair and Maintenance. The Declarant, the Association and each Owner shall have a blanket, perpetual easement and right of access over, across, in and to the Common Area and every Lot to be exercised from time to time and at reasonable hours as may be necessary to perform their respective maintenance and repair obligations as more fully set forth in this Declaration, including without limitation maintenance of HVAC equipment. Any damage caused to the Common Area or any other Lot, Dwelling Unit, or Condominium Unit in the exercise of the rights granted hereunder shall be promptly repaired at the expense of the one causing such damage. The perpetual right of access over and upon said Lots and Common Area may not be terminated nor extinguished without the written consent of all Owners, the Association, the Declarant for so long as it owns any Lot subject to this Declaration, and any and all parties having any interest in the Properties but excluding those having such interest merely as security for the performance of an obligation.

Section 8. Storm Drain Operations and Maintenance Manual: Declarant has agreed to comply with the Common Drive O&M Manual with the City of Pocatello (the "City") which requires the Declarant to install certain storm water drainage facilities in the Subdivision. Declarant hereby assigns to the Association all of Declarant's rights, duties, and obligations under the Common Drive O&M Manual, and the Association shall assume and perform all such rights, duties and obligations from and after the date this Declaration is recorded in the office of the Bannock County Recorder. In furtherance of the foregoing, the Association shall in all ways cooperate with the Declarant and execute, acknowledge and deliver any and all such further documents and instruments and do and perform any and all other acts as may be necessary to effect and carry out the said assignment and assumption, including, without limitation, executing any documents and instruments required by the City for such purposes.

ARTICLE V. PARKING SPACES AND GARAGES

Section 1. Parking Spaces: Lots 17 through 20, Lots 22 through 25 and Condominium Units 101 through 103 and 201 through 203 shall be sold and owned, in perpetuity, together with a separate Parking Space in accordance with the ownership table set forth in **Exhibit D**. Every such Lot or Condominium Unit shall hereafter only be transferred, sold, encumbered or conveyed together with its associated Parking Space, and neither such Lot or Condominium Unit nor Parking Space may be sold, transferred, encumbered or conveyed separately.

All Dwelling Units shall be designed and constructed to include an attached garage for at least one (1) motor vehicle. No garage may be converted to living space except upon the Board's prior approval which may be withheld in its sole discretion.

ARTICLE VI. PARTY OR CONTIGUOUS WALLS ("PARTY WALLS")

Section 1. Creation; Use Rights: Some of the Dwelling Units constructed upon the Lots will include party walls, being the common walls between two Dwelling Units, separating the units. Such party walls are intended to be constructed upon the Lot boundary lines separating adjoining Lots. To the extent any party wall exists, encroaches, or overlaps upon a Lot, there is hereby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's Dwelling Unit, provided that an Owner shall not drive, place or cause to be driven or placed any nail, bolt, screw, or other object into a party wall which penetrates the surface of such party wall more than one inch. Each Owner shall respectively own to the centerline of any party wall.

Section 2. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the units upon the property and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 3. Sharing of Repair and Maintenance: The cost of the reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportioned to such use. Such party wall shall be maintained in good condition by the Owners thereof, free of structural defects and using reasonable care to avoid injury to the adjoining property.

Section 4. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this paragraph, an Owner who by negligent or willful act or acts causes a party wall to be damaged and/or exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and/or repair to such party wall.

Section 5. Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VII. MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibility: The Association shall be responsible to provide for the operation, maintenance, repair and replacement of the (a) Common Areas and any Improvements located thereon or otherwise described herein as being the Association's responsibility, including, without limitation, the common driveway and parking areas together with any associated drainage facilities, sidewalks, pathways, lighting, landscaping, benches, fountains, statuary, gazebos, planter beds and other decorative elements located thereon, (b) all landscape plantings, trees and lawn area located in the front, side and back yards of any Building Lot, (c) all

directional and community identification signage, (d) the drainage areas, seepage beds and related facilities described and depicted in the Common Drive O&M Manual, (e) the allocable costs of the Private Drives under the Master Declaration, and (f) any other Improvement or element of the Properties described herein as being the Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas as required in this Section 1 shall include responsibility for watering the same as needed to maintain them in a healthy condition, free from weeds and other noxious plant materials, and not permitting grasses to exceed four inches (4") in height. It shall also include responsibility for removal and replacement of diseased or dead trees, shrubs and other landscaping, subject to obtaining any required tree removal permit from the local municipal authority and the terms of Article X of this Declaration. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, invitees, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as set forth in Article III, Section 3, Paragraph D, above. Declarant hereby grants and conveys to the Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. The Landscape Plan is depicted in **Exhibit C**. There shall be no material changes in The Landscape Plan except upon the Board's prior approval.

Section 2. Owner's Responsibility: Each Lot Owner shall at all times keep his or her Building Lot(s), Dwelling Unit and Garage in good and attractive condition, in good repair, and in compliance with all applicable covenants and municipal ordinances, subject to the superior rights of the Association pursuant to Section 1 above or any other provisions of this Declaration. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather. All such reconstruction shall first be approved by the Architectural Control Committee as provided in Article X, below, and shall conform in all respects with the provisions of this Declaration, including, without limitation, all easements set forth or described herein.

Section 3. Failure of Owner to Maintain: If any Lot Owner fails to properly perform his or her maintenance responsibility, the Association may, but is not obligated to, perform such maintenance responsibilities on behalf of such Lot Owner and assess the Lot Owner for a Limited Assessment in accordance with Article III, Section 3 of this Declaration; provided, however, that except when entry is required due to an emergency situation, the Association shall provide the Lot Owner with at least fifteen (15) days prior written notice of the Lot Owner's failure and an opportunity to cure the problem prior to entry.

Section 4. Common Area Lighting: The Association shall be responsible for the operation, maintenance and repair of any lighting installed in the Common Area, for which the responsibility of payment shall be shared equally between all Owners.

ARTICLE VIII. PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said Properties, or of any interest therein.

Section 1. Lot Use: Lots shall only be used for residential purposes. No trade, craft, business, profession, commercial, or similar activity of any kind shall be conducted on any Lot, and no goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business shall be kept or stored on any Lot. Nothing in this Section 1 shall be deemed to prohibit (a) activities relating to the sale of residences, (b) the right of Declarant or any contractor or homebuilder to construct Dwelling Units on any Lot, to store construction materials and equipment on such Lots in the normal course of construction, and to use any Dwelling Unit as a sales office or model home for purposes of sales in the Subdivision, (c) the right of the Lot Owner to maintain such Lot Owner's personal business or professional library, keep such Lot Owner's personal, business or professional records or accounts in such Owner's residence, or (d) garage sales, provided that no Lot Owner may conduct more than one (1) garage sale in any twelve (12) month period and no individual garage sale may exceed three (3) days in length.

Section 2. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except that Household Pets (as defined below) may be kept for a Lot Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose, (b) no more than two (2) of any combination of domesticated dogs or domesticated cats may be kept on a Lot, and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Community. "Household Pets" shall mean generally recognized household pets that are customarily kept as indoor pets, such as domesticated dogs, domesticated cats, fish, birds, (excluding hens and chickens), rodents, and non-poisonous reptiles. Household pets shall not include livestock, poultry, (including hens and chickens), swine, or waterfowl. Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other owners. Any noisy animals (defined below), any vicious animals, any non-domesticated household pet or any animal which damages or destroys property shall be deemed a nuisance. Excessive or untimely barking, accosting, bothering or harassing passersby, chasing vehicles, pursuing, or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the community shall also be deemed a nuisance. A "Noisy Animal" means any animal which habitually or frequently disturbs the sleep, peace, or quite of any occupant. Owners shall contact the local animal control agency regarding Noisy animals if situation warrants. Any cost associated with responding to the complaints of a Noise Animal or nuisance pet may be levied against an Owner as a Limited Assessment. The Lot Owner where a household Pet is kept, as well as the legal owner of the Household Pet (if not such Lot Owner), shall be jointly and severally liable for any and all damage, and destruction caused by the Household Pet, and for any cleanup of any Common Area, roads, or other property necessitated by such Household Pet. Household Pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee. Owners and/or custodians of the Household Pet shall be responsible for the immediate cleanup of the Household Pet's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee.

Section 3. Garbage and Refuse Disposal: No part of any Lot shall be used or maintained as a dumping ground for rubbish, recycling, or other waste. No garbage, recycling or other waste shall be kept or maintained on any part of any Lot except in a sanitary container designed for such

purposes. Any containers for the storage or disposal of such material (such as cans and carts) must be stored and kept in each Lot Owner's garage except on collection days, shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances, and regulations.

Section 4. Nuisance: No noxious, offensive, or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots and any changes in such lighting must be approved in advance by the Architectural Control Committee.

Section 5. Residing in Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.

Section 6. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on any Lot except as may be approved by the Architectural Control Committee.

Section 7. Principal Residence Requirement: Owners in all Dwelling Units and Condominium Units, except for those Dwelling Units and Condominium Units designated as Lots 10, 17, and 25, Block 1 of Bonneville Commons Subdivision and Condominium Units 200, 201, and 202 of Bonneville Commons Condominiums No. 2, are required to reside in their Dwelling Unit or Condominium Unit as a principal residence. If renting a Dwelling Unit or Condominium Unit is requested pursuant to the exemptions outlined below, the Owner thereof must submit a request to rent the unit and lease term cannot be longer than six (6) months. There are three types of exemptions or suspensions from the principal residency requirement as provided in Sections B, C, and D below.

A. Exemption Requirements: Principal residency exemptions granting a temporary exemption requires the submission of a written plan to the Association for approval. The plan must include a date of return to occupy the Dwelling Unit or Condominium Unit as a primary residence.

B. Service Member Homeowner or Spouse: The principal residency requirement can be temporarily suspended if a homeowner or homeowner's spouse is active-duty military and is deployed or transferred out of the area with plans to return to the assisted unit within thirty (30) days of the end of active duty or deployment.

C. Full-time Post-Secondary Education Homeowner or Spouse: The principal residency requirement can be temporarily suspended if the homeowner or homeowner's spouse is enrolled full-time ($\geq$12 credit hours) in a post-secondary education institution that is located more than fifty (50) highway miles from the Dwelling Unit or Condominium Unit, and there is an approved plan in place that includes a date to return to the assisted unit no more than fifteen (15) days after the end of the academic year, or the status is no longer full-time.

D. Medical Treatment. The principal residency requirement can be temporarily suspended if the homeowner or homeowner's spouse requires hospitalization or regular medical treatment at a hospital or similar medical facility at least two hundred (200) miles from the Dwelling Unit or Condominium Unit.

E. Changes May Impact Exemptions. The exemption may be rescinded if the homeowner's military status, student status, or medical treatment ceases or changes.

F. Association-Determined Exceptions: The Association is empowered to adopt reasonable rules and regulations for additional exceptions not listed above which satisfy criteria similar to the foregoing specific exceptions on a case-by-case basis.

Section 8. Fences: The Architectural Control Committee will establish a standard fence design. No fences shall be constructed on any Lot except as may be approved, in advance, by the Architectural Control Committee as to design, color, materials, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.

Section 9. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained, or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

Section 10. Signs: No sign of any kind may be kept or placed upon any Lot or mounted, painted, or attached to any Dwelling Unit, fence or other Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Subdivision or carried by any person or by any other means displayed within the Subdivision except as provided below:

A. "For Sale" or "For Rent" Signs: An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.

B. Declarant's Signs: Signs or billboards may be erected by Declarant and are exempt from the provisions of this Section.

C. Political Signs: Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue, or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.

D. Subdivision Identification Signs: Signs, monumentation or billboards may be erected by Declarant to identify the Subdivision, with approval from the local jurisdictional authority, if applicable.

E. Commercial Vehicle Emblems: Vehicles displaying commercial emblems may be kept or parked on the Properties only as provided in Section 14, below.

Section 11. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Lot Owner thereof; provided, however, that nothing herein shall be deemed to prohibit a Lot Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

Section 12. Parking Rights: Each Dwelling Unit shall include at least one vehicular parking space in the garage for said Owner's exclusive use. Any automobile or other vehicle (including Class B motorhomes and campervans) used by any Owner shall be parked only in the garage which is owned by or assigned by easement to such Owner, in the Owner's assigned Parking Space or in the Owner's driveway, provided no part of any such vehicle may extend out into any sidewalk or private street. No unlicensed vehicles, inoperable vehicles, campers, boats, boat trailers, recreational vehicles (with the exception of Class B motorhomes and campervans), recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Properties at any time; provided, however, that boats, trailers, campers, motor homes, and similar recreational vehicles (with the exception of Class B motorhomes and campervans) may be parked on an Owner's Lot or other areas designated by the Board for such purposes for a period not to exceed twenty-four (24) hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. There shall be no parking of any vehicles and/or equipment (i) anywhere on the Properties except in an Owner's garage or driveway, or in assigned marked Parking Spaces, or (ii) in areas prohibited by the applicable fire authority.

Section 13. Mailboxes: Mailboxes shall be provided for each Lot in one or more clusters to be constructed and located by Declarant in consultation with the Postal Service. All such mailbox facilities shall be maintained by the Association or the Postal Service.

Section 14. Exterior Holiday Decorations: Lights or decorations may be erected on the exterior of the Dwelling Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise, or attracting sightseers. All lights and decorations that are not permanent fixtures of the Dwelling Unit which are part of the original construction or have been properly approved as permanent improvements by the Architectural Control Committee may be installed thirty (30) days prior to the holiday celebration and shall be removed within thirty (30) days after the holiday has ended.

Section 15. Porches: No porch constructed with or on any Dwelling Unit may be enclosed unless first approved by the Architectural Control Committee. All porches shall be kept in a neat and attractive condition. No porch may be used for the storage of an Owner's personal property, including, without limitation, bicycles; provided, however that grills, outdoor furniture, potted plants, and other decor may be kept for use thereon.

ARTICLE IX. BUILDING RESTRICTIONS

Section 1. Building Restrictions: All Dwelling Units shall conform to the architectural schematics approved by the City of Pocatello. No Dwelling Unit shall be erected, altered, placed,

or permitted to remain on any Lot other than those which are in compliance with the approved schematics and as approved by the Architectural Control Committee in accordance with the provisions of Article X, below.

Section 2. Setbacks: All improvements must be constructed or maintained on a Lot within the minimum building setbacks as set forth on the Plat or as otherwise required by the applicable governmental agency having jurisdiction.

Section 3. Landscaping: Landscaping on the Properties shall be in compliance with the plant palette and landscape plan approved by the City of Pocatello. Each Building Lot shall be fully landscaped in accordance with the approved plant palette and a landscape plan approved by the Architectural Control Committee in accordance with the provisions of Article X, below. No changes may be made to any landscaping unless in compliance with the said plan and plant palette and approved in writing by the Architectural Control Committee.

Section 4. Grading and Drainage: The Owner of any Lot within the Properties in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of local code or by the Association shall maintain and repair all graded surfaces and erosion control prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the City of Pocatello or other public agency, and plantings and ground cover installed or completed thereon. Each Owner shall be responsible to assure that the finished grade and elevation of his Lot is properly constructed so as to prevent the migration or accumulation thereon of drainage waters from the Common Area or any other Lots within the Properties except to the extent contemplated by the provisions of Article IV, Section 2, above. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

ARTICLE X. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as it owns any Lot and thereafter by the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications, and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction, or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.

B. Building Plan: A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material, and finishes, including roof, to be used. Garage, accessory, and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.

C. Landscape Plan: A complete landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walkways.

Section 4. Rules and Regulations/Design Guidelines: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such design guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations and design guidelines may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations or design guidelines shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Costs: Owner will be responsible for any direct costs associated with the architectural review. This includes but is not limited to printing costs of blueprints and other materials, and fees charged by an outside architect or services of a consultant.

Section 6. Variances. The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the official records where this Declaration is recorded. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it effect in any way the Owner's obligation to comply with all governmental laws and regulations effecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver. The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 8. Liability. Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Governmental Approvals. Approval by the Architectural Control Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any governmental or quasi-governmental agency, board, or commission. All Owners shall insure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances and have been properly approved.

Section 10. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefore by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser

or encumbrancer in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the Office of the County Recorder where this Declaration is recorded, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 11. Construction and Sales Period Exception. During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units owned by it as models for sales purposes and may, by written authorization, permit other builders to use Dwelling Units owned by them as such models.

Section 12. Exemption of Declarant. The Declarant and any entity affiliated with Declarant shall be exempt from the requirements of this Article X. For purposes of this Section, an entity affiliated with Declarant shall be deemed to include any entity owned by Declarant, any entity which owns Declarant, and any entity which shares any common ownership with Declarant.

ARTICLE XI. IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply System. Subject to the provisions of Section 3, below, all Lots and Common Area shall be connected to the City of Pocatello's pressurized irrigation water system ("**Irrigation Water Supply System**") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners, in accordance with the following provisions:

A. Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association.

B. The Association may contract with a qualified operation and maintenance company or persons to manage the Irrigation Water Supply System for the Association.

C. Except for the City of Pocatello's responsibility and obligation, the Association shall be responsible for the maintenance and repair of the Irrigation Water Supply System, including, without limitation, the operation, maintenance, repair or replacement of any component of the sprinkler irrigation system located on the Common Area and all Building Lots, provided however, that each Owner shall be responsible for the cost of any repair or maintenance necessitated by the negligence or willful misconduct of an Owner or such Owner's invitees, licensees, tenants, or other persons occupying such Owner's Dwelling Unit.

D. Subject to the water supplying authority's approval, the Association shall be responsible to pay the charges and assessments levied by the water supplying authority, the cost of

which shall be included in the Annual and, as necessary, Special Assessments levied by the Association to all Owners. If the water supplying authority does not approve payment of water charges and assessments by the Association, each Owner shall be responsible for the payment of any charges and assessments levied by the water supplying authority.

Section 2. Easement. Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors, and assigns, and declares, grants and conveys to the Association a nonexclusive easement as described and/or depicted on the Plat or in a separate instrument, for construction, operation, maintenance, repair and replacement of the pressurized Irrigation Water Supply System.

ARTICLE XII. INSURANCE AND BOND

Section 1. Required Insurance. The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing at a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance with limits of liability of at least $1,000,000 for bodily injury and property damage covering all of the Common Areas. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include alt other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use.

C. Liability insurance affording coverage for the acts, errors and omissions of its directors, officers, agents, and employees, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board in such amount as may be reasonable in the premises.

Section 2. Optional Insurance. The Association may obtain and keep in full force and effect at all times bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions. The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide. A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents, and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the State of Idaho.

Section 4. Owner's Insurance. Each Owner shall obtain multi-peril casualty and public liability insurance on such Owner's Dwelling Unit or Condominium Unit and its contents at such Owner's own expense.

ARTICLE XIII. CONDEMNATION

If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof all compensation, damages, or other proceeds therefrom shall be payable to the Association owning the condemned Common Area.

ARTICLE XIV. ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation. Declarant hereby reserves the right to annex any other real property into the subdivision project described herein by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, the rights, privileges, duties and liabilities of the Declarant with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots within the added land shall be the same as in the case of the original land, including without limitation, the exercise of such voting rights as are set forth in Article III, Section 2, above. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a specified vote of only the owners of Lots within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation. Any such real property may be annexed into the project by the recordation of a Notice of Annexation or Supplemental Declaration executed by Declarant and containing the following information:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of the County where this Declaration is recorded;

B. An exact legal description of the added land;

C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. De-Annexation. Declarant (but not any other Owner) may delete all or a portion of the property described in this Declaration and any annexed property from the Properties and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a notice of de-annexation is recorded in the official records of the County where this Declaration is recorded in the same manner as a notice of annexation. Members other than Declarant as described above, shall not be entitled to de-annex all or any portion of the Properties except on the favorable vote of all Members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel, or portion of the Properties.

ARTICLE XV. GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner (including Declarant) or the Owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of $50 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein, provided that (a) a majority vote by the Board shall be required prior to imposing any fine on an Owner for a violation of any of the restrictions, conditions or covenants contained in this Declaration; (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; (c) in the event the Owner begins resolving the violation prior to the meeting, no monetary penalty shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved; and (d) no portion of any monetary penalty may be used to increase the remuneration of any member of the Board or agent of the Board. Any Owner desiring to challenge or contest the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall be levied and collected by the Association as a Limited Assessment as provided in Article III,

Section 3, above. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, the prevailing party therein shall be entitled to recover from the Owner against whom enforcement is sought, all attorneys' fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorneys' fees and costs so incurred shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot or Condominium Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of seventy-five (75) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each; provided, however, that except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may, at any time, be amended or terminated by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership in the Association; and further provided that no amendment or modification of this Declaration shall be effective to amend, modify, replace, repeal or terminate any rights, powers, reservations, authorities or easements reserved or granted to Declarant herein without the express written consent of Declarant; and further provided that Declarant, acting alone, may amend this Declaration at any time that Declarant owns any real property subject hereto. Any amendment must be recorded.

Section 4. Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other person, corporation or other entity which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or other entity evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed this 8TH day of September, 2023.

DECLARANT:

POCATELLO NEIGHBORHOOD HOUSING SERVICES, INC., an Idaho nonprofit corporation

By: Mark Dahlquist

Mark Dahlquist
Executive Director

STATE OF IDAHO)
):ss.
County of Bannock)

On this 8TH day of SEPTEMBER 2023, before me, a notary public, personally appeared Mark Dahlquist, known or identified to me to be the Executive Director of Pocatello Neighborhood Housing Services, Inc., an Idaho nonprofit corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

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

IRVING A. JOHNSON
COMMISSION #20211007
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 02/26/2027

NOTARY PUBLIC, State of Idaho
Residing at BANNOCK COUNTY
My Commission No.: 20211007
My Commission Expires: 02/26/2027

EXHIBIT A

PROPERTIES

Real property in the County of Bannock, State of Idaho, located as follows:

Bonneville Commons Subdivision, being a re-subdivision of a portion of Block 174, and the vacated alley of Block 174, of the Pocatello Townsite, recorded as Instrument No. 22214362 records of Bannock County, Idaho.

Real property in the County of Bannock, State of Idaho, located as follows:

Bonneville Commons Condominiums No. 1, the Condominium Map for same appearing in the Records of Bannock County, Idaho as Instrument No. 22308127 and as defined and described in that Condominium Declaration for The Bonneville Commons Condominiums No. 2 recorded in the Records of Bannock County, Idaho, as Instrument No. 22305887.

Real property in the County of Bannock, State of Idaho, located as follows:

Bonneville Commons Condominiums No. 2, the Condominium Map for same appearing in the Records of Bannock County, Idaho as Instrument No. 22308128 and as defined and described in that Condominium Declaration for The Bonneville Commons Condominiums No. 2 recorded in the Records of Bannock County, Idaho, as Instrument No. 22305888.

EXHIBIT B

Storm Drain Operations and Maintenance Manual for Bonneville Commons Subdivision

(attached)

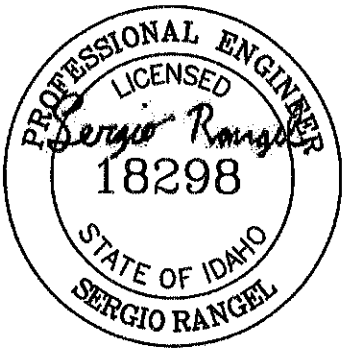
Bonneville Commons Subdivision

320 N. 8th Avenue Pocatello, Idaho 83201

Storm Drain Operations & Maintenance Manual

Engineer
The Land Group, Inc.
462 East Shore Drive, Suite 100
Eagle, Idaho 83616
Contact: Sergio Rangel, PE
Ph: 208.939.4041

Date: September 2, 2021
TLG Project No. 120060



9.2.2021

Manual Purpose & Contents

The purpose of this manual is to assist the responsible entity (the subdivision homeowner's association) in the maintenance of the drainage facilities for Bonneville Commons Subidvision. The project is located at 320 N. 8th Avenue in Pocatello Idaho. The location of the site for the proposed residential subdivision is immediately north of the intersection of N 8th Avenue and E Lander Street.

The project's proposed storm drain systems are designed to provide a long life of service to the subdivision residents and the homeowners association with minimum need for maintenance. However, like all systems, some degree of maintenance is required to assure continued proper operation of the storm drainage systems.

To assist the Owner in performing required maintenance, this O&M manual consists of the following items:

- The site and design plans containing material specifications for the stormwater system.
- Inspection frequency information and scope of work
- Safety information
- Operations Best Management Practices for the site
- Inspection and Maintenance Forms sourced from the City of Boise Stormwater Operation & Maintenance Resource Guide

Site Drainage Description

The onsite storm drainage is divided into two (2) basins each with its separate stormwater infiltration facility. The tributary drainage basins are defined in the project *Stormwater Site Plan & Engineering Drainage Report*. Runoff from impervious surfaces overland flows into storm drain inlets and underground drainage pipe networks. Similarly, storm water falling on landscaped areas is allowed to infiltrate in place and the site is graded to convey any runoff to the proposed catch inlet points.Once inside the underground drainage pipes, water is routed and infiltrated into underground seepage beds, also known as infiltration galleries. Sand and grease traps provide initial stormwater treatment by collecting heavy sediments and light oils. Prior to final infiltration, stormwater is further treated by passing through a layer of ASTM C33 filter sand.

Site Design Plans & System Configuration

See attached copies of system construction plans as Appendix A. Note: only plan sheets related to the storm drainage system will be included in this appendix.

Inspection Frequency / Scope of Work

The Owner or their designated maintenance company is responsible for inspecting and maintaining the stormwater facilities on site.

The recommended inspection and maintenance frequencies in this report are based on common maintenance intervals for the facility type. Depending on many factors, more frequent maintenance may be justified for the facilities. Inspections during the first years of system operation may show that more or less frequent maintenance is necessary, in which case the recommended maintenance intervals should be adjusted accordingly.

Drainage System Maintenance

Maintenance requirements for the site drainage systems include the following.

Site Areas

1. Care should be taken during site maintenance (lawn mowing, etc.) to prevent unnecessary soil and organic debris (grass clippings, leaves, etc.) from entering the storm drain system through the drop-inlets or sand and grass traps.
2. Monthly inspect the parking lot surface to ensure that it is free of sediment and debris.
3. Every 6 months, at a minimum, clean debris and fine-grain material from the parking area surface to minimize transport of this material into the drainage facilities.

Catch Basins, Pipes and Sand & Grease Traps

1. Every 2 years, clean accumulated grease, sediment and debris from catch basins, pipes sand & grease traps and round catch basin structures. Inspect system manholes for debris and clean as necessary. Note: oil and debris from these maintenance actiivites should be disposed of propertly and should not be flushed into the perforated pipe for the infiltration gallery.

Seepage Bed

1. Every 5 years inspect the seepage bed pipes by physically entering the structures. Clean debris that may be plugging perforations in the pipe with a high-pressure water jet if necessary.
2. Failure (or pending failure) of a seepage bed can be identified by water being present above the invert of the pipe and not reducing for several days following a storm event. Should this occur, the seepage bed bottom may be clogged and require jet cleaning or replacement.

All maintenance wastes shall be properly disposed of in compliance with federal, state and local laws. In the event that major system maintenance or system failure eventually requires re-work or re-construction, the Owner shall contract with a properly qualified maintenance contractor and reinstall per the included design documents.

Additional operations and maintenance information for troubleshooting a poorly performing storm system are included at the end of Appendix B.

Maintenance Records

Written records of system maintenance should be maintained on the site and kept for a period of 5-years.

Safety Information

Inspections

The following is a list of safety precautions an inspector should be aware of when conducting stormwater system inspections.

- Wear gloves if any mechanical parts or structure components are to be handled. Gloves not only reduce the risk of cuts and abrasions but also reduce the exposure of pollutants to the skin.
- Lift structural covers carefully. These items can be heavy and are often slippery when wet.
- Wearing the proper safety clothing will reduce the safety risk associated with any foreign objects that may be present around or under the monitoring well lid.

Maintenance

All maintenance work should be performed in accordance with OSHA regulations. Maintenance personnel should have the proper safety equipment and training before performing any maintenance on the stormwater system. The following is a list of safety precautions maintenance personnel should be aware of when they perform maintenance on stormwater systems.

- Operate equipment safely and in accordance with manufacturers' specifications. Equipment operators should be aware of site personnel at all times to avoid causing injury to others.
- Contact utility companies before excavating at any site. Underground utility wires may be present. Cover or mark excavated areas that cannot be filled in at the end of the day to alert site users of the potential risk. Also, be aware of overhead electrical wires that could come in contact with maintenance equipment.
- Identify where you will dispose of removed sediment or wastes before cleaning the stormwater system. Use shovels, trowels or a high-suction vacuum to remove wastes. Do not clean out sediment or waste with bare hands. Sediment or waste may be hazardous. Place the waste in an area where it **cannot** be washed into a storm drain or water body.
- Wear gloves if any mechanical parts or structural components are going to be handled. Gloves not only reduce the risk of cuts and abrasions but also reduce the exposure of pollutants to the skin.

Industrial Operations Best Management Practices (BMP's)

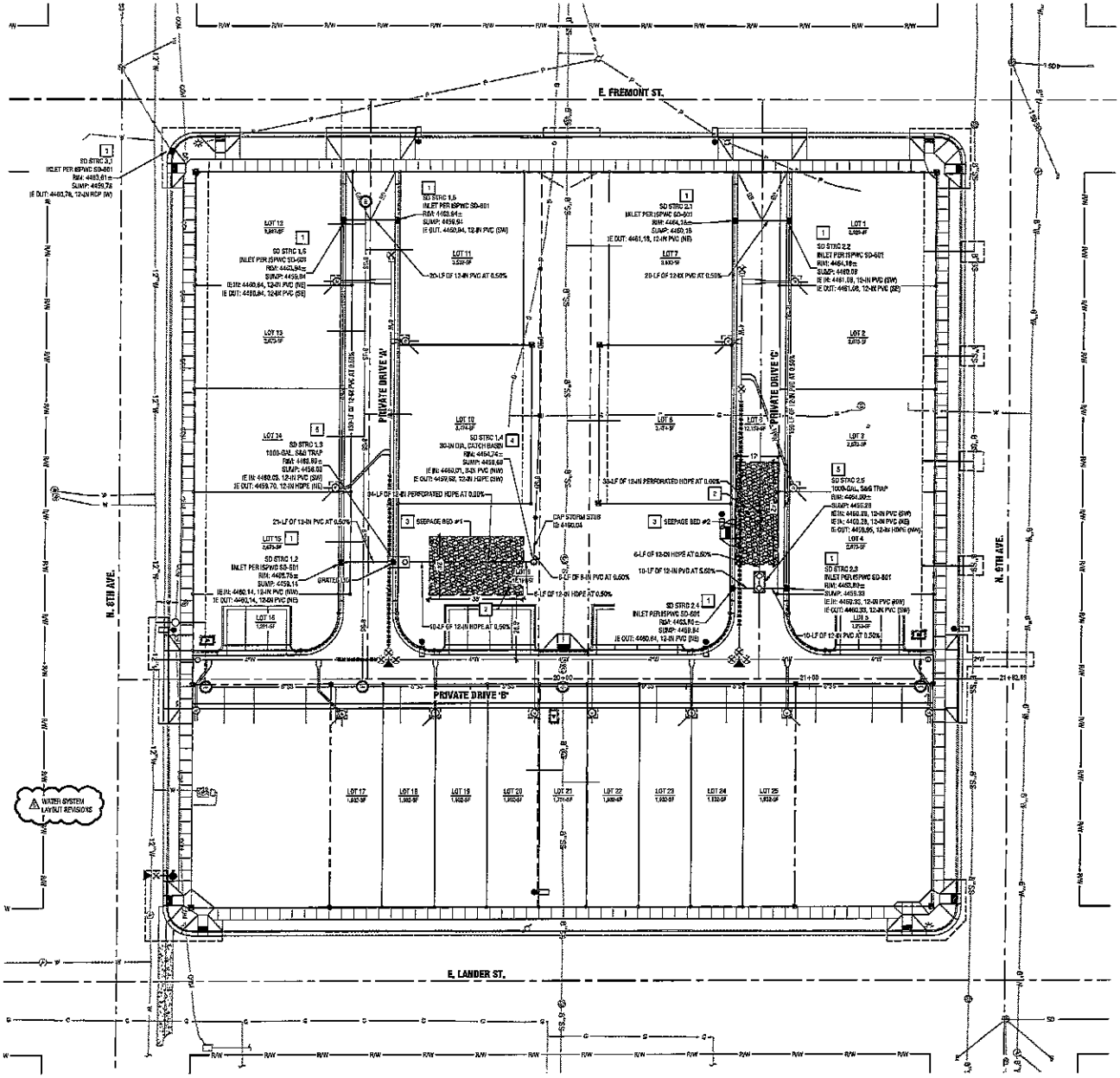
The following BMP's are designed to keep pollutants out of the stormwater runoff at the site. These BMP's are also known as source controls and were selected from the Boise Stormwater BMP Guidebook. Ensuring the source controls are followed is the responsibility of the Owner. These include the following:

- The parking area surfaces are to be kept clean and free of trash and debris. The Owner shall perform periodic inspections and properly dispose of any trash, debris or any spilled materials.

- Properly contain and clean up immediately in the event hazardous or other waste material is spilled on the site.
- Use drop cloths when performing maintenance work, such as painting, scraping, or sandblasting. Dispose of all collected materials daily.

Appendix A

Site Construction Plans



Drainage Plan

Horizontal Scale: 1" = 20'

Sheet Notes:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE ISPWC.
2. ALL STORM DRAINAGE FACILITIES SHALL BE INSPECTED BY THE DESIGN ENGINEER. CONTACT THE LAND GROUP AT (208) 524-4041, 48 HOUR'S ADVANCE NOTICE IS REQUIRED. SEEPAGE BEDS THAT ARE BACKFILLED PRIOR TO INSPECTION WILL HAVE TO BE EXCAVATED AGAIN AT COST TO THE CONTRACTOR.
3. ALL STORM DRAIN PIPE SHALL BE ASTM D-3034 SDR 35 PVC OR AASHTO M294 TYPE S HDPE, AS NOTED ON PLAN.
4. ENSURE POSITIVE DRAINAGE TO ALL DRAINAGE STRUCTURES WITH GRATED LIDS.
5. CONTRACTOR SHALL VERIFY ALL CONNECTION POINTS IN THE FIELD PRIOR TO INSTALLATION. CONTACT THE DESIGN ENGINEER WITH ANY DISCREPANCIES.

Storm Drain Keynotes:

1. INSTALL TYPE I CATCH BASIN INLET PER ISPWC SD-601.
2. GROUND WATER OBSERVATION WELL PER ISPWC SD-627 AND DETAIL 3/C5.50.
3. INSTALL SEEPAGE BED PER DETAIL 1/C5.50. DIMENSIONS & ELEVATIONS AS BELOW:

SEEPAGE BED #1 INFORMATION:
- 3.1. DIMENSIONS: 38' L x 24' W x 5.5' D
- 3.2. TOP OF ROCK ELEVATION: 4461.75
- 3.2. BOTTOM OF ROCK ELEVATION: 4453.25
- 3.4. BOTTOM OF SAND ELEVATION: 4451.75

SEEPAGE BED #2 INFORMATION:
- 3.5. DIMENSIONS: 42' L x 17' W x 5' D
- 3.6. TOP OF ROCK ELEVATION: 4462.00
- 3.7. BOTTOM OF ROCK ELEVATION: 4454.00
- 3.8. BOTTOM OF SAND ELEVATION: 4452.50

4. INSTALL RIKNO 30-INCH CATCH BASIN (OLDCASTLE CB140 OR APPROVED EQUAL) PER DETAIL 3/C5.50 WITH A SOLID LID.
5. INSTALL 1000 GALLON SAND & GREASE TRAP PER DETAIL 4/C5.50. SOLID OR GRATED LIDS PER PLAN.

THE LAND GROUP

BONNEVILLE COMMONS SUBDIVISION
NeighborWorks Pocatello

320 N. 6th Avenue
Pocatello, Idaho 83201

Revisions:	
1. CITY COMMENT REVISIONS 10.15.21	
2. CITY COMMENT REVISIONS 12.08.21	
3. CITY COMMENT REVISIONS 01.06.22	
4. CITY COMMENT REVISIONS 02.11.22	
5. WATER SYSTEM REVISIONS 04.21.22	

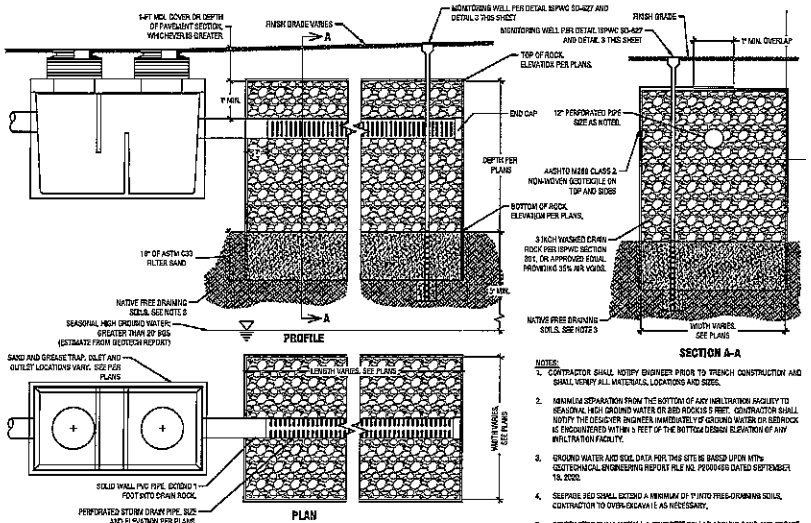
PROFESSIONAL ENGINEER LICENSED — Jeremy Rowe — 18298 — STATE OF IDAHO — JEREMY DANIEL ROWE

04/21/2022

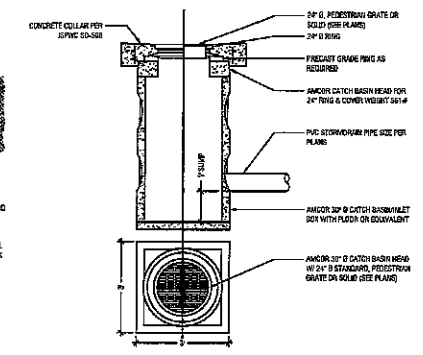
Project No.:	62000
Date of Issuance:	04.21.2022
Project Manager:	Author Name

Drainage
Drainage Plan

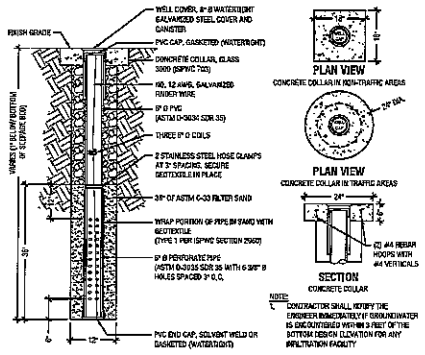
C4.00



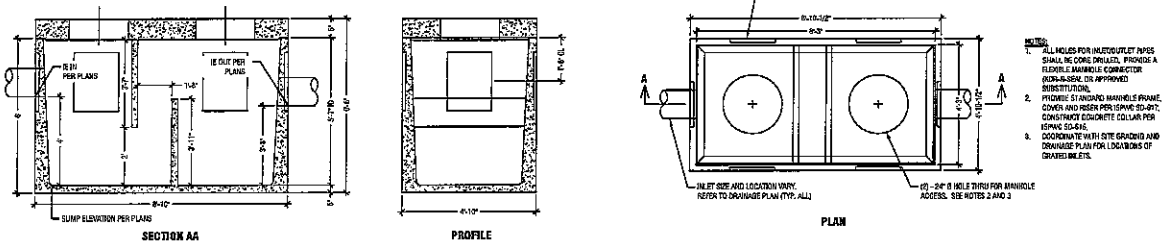
1 Standard Seepage Bed
SCALE: NTS



2 30-IN Storm Drain Catch Basin
Scale: NTS



3 Monitoring Well
Scale: NTS



4 Oldcastle 1000 Gal. S/G Trap
Scale: NTS

THE LAND GROUP

BONNEVILLE COMMONS SUBDIVISION
NeighborWorks Pocatello
320 N. 8th Avenue
Pocatello, Idaho 83201

Revisions	
1. CITY COMMENT REVISIONS 10.15.21	
2. CITY COMMENT REVISIONS 12.06.21	
3. CITY COMMENT REVISIONS 01.06.22	
4. CITY COMMENT REVISIONS 03.11.22	
5. WATER SYSTEM REVISIONS 04.21.22	

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO JARROD B. BAYNE 18298
04/23/2022

Project No.: 12109
Date of Issuance: 04.23.2022
Project Milestone: Permit Set

Drainage
Drainage Details

C4.50

Appendix B

Maintenance Forms

- Adopted from City of Boise Stormwater Operation & Maintenance Resource Guide. Agency references revised to correspond to Pocatello.

Inspection Cover Sheet

Date: _____

Facility Name: _____

Facility Address: _____

Facility Owner: _____

Inspector Name: _____

Inspector Phone Number: _____

Important Safety Information

- Never enter a confined space or trench unless you have proper Occupational Health and Safety (OSHA)training. Do not enter any confined space unless the atmosphere has been checked and proper safety equipment is worn or erected.
- Check the ventilation in the storm water system before using ignitable materials. Some storm water systems have poor ventilation and can pose a safety risk to the inspector if the vapor comes in contact with an open flame.
- Always cover or clearly mark excavated areas as potential safety risks if the areas cannot be filled in by the end of a work day.

Inspection comments:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Maintenance Report Form

Date: _____

Facility Name: _____

Facility Address: _____

Name of Person Overseeing Maintenance: _____

Type of System: _____

Date of Last Inspection: _____

Describe maintenance activities, including type of work, completion dates, contractors, time needed to complete task, and cost.

OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Portneuf Valley Stormwater Manual. Infiltration may not be allowed. Contact Pocatello Public Works for more information not be allowed.
			infiltration system inCorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material. If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	**Contact a qualified hazardous waste Consultant for information on proper treatment and disposal of petroleum products.**
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly
			pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Pocatello Public Works.
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information

OM-9 Catch Basins

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
		frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
		propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
		top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
		corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
		catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		catch basin has settle more than1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes		trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
		piping has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
		vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

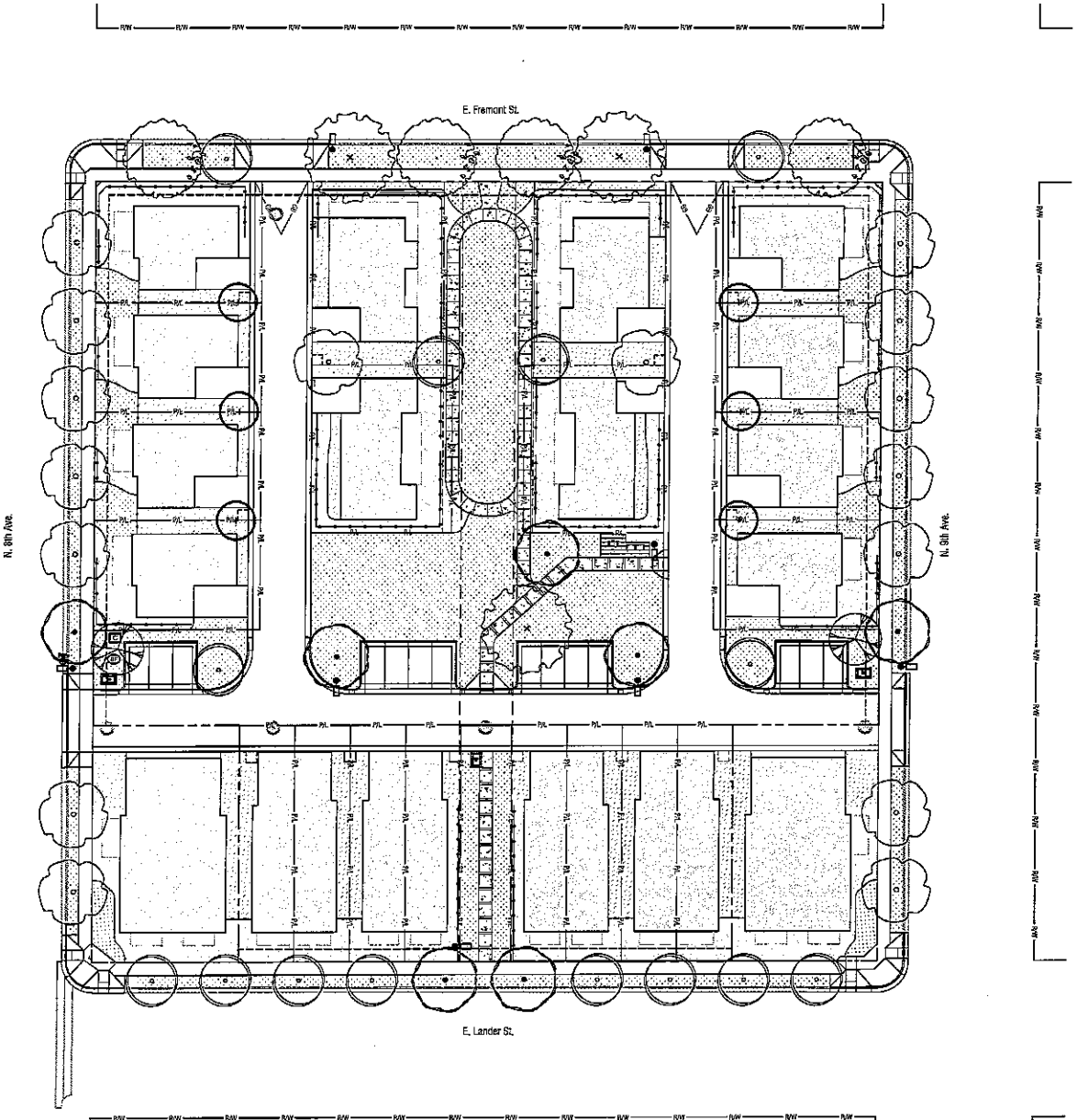
OM-10 Pipes

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		vegetation is impeding water flow	overgrown vegetation	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for infomation on appropriate cleaning methods for your type of drainage system.
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

EXHIBIT C

Landscape Plan

(attached)



Landscape Plan - Planting Plan

Horizontal Scale 1" = 20'

Sheet Notes:

A. REFER TO ALL LANDSCAPE NOTES ON SHEET L1.50 AND IRRIGATION NOTES ON SHEET L1.51.
B. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTORS RESPONSIBILITY.
C. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMANS NATIONAL STANDARD SPECIFICATIONS.
D. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS, SCHEDULE, AND NOTES ON SHEET L1.50.
E. ALL EXISTING OR NEW LANDSCAPE AREAS ABUTTING NEW FLATWORK SHALL BE GRADED TO PROVIDE A UNIFORM SLOPE TO FLATWORK
F. CONTRACTOR SHALL COORDINATE PLANTING WITH IRRIGATION CONTRACTOR.
G. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE OWNERS REPRESENTATIVE.
H. IN THE EVENT OF A DISCREPANCY, NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY.
I. CONTRACTOR SHALL COORDINATE PLANTING AND FENCE LOCATIONS WITH BUILDING ENTRY WALKS, AND DRIVEWAYS PER ARCHITECTURAL PLANS.

Keynotes:

CALLOUT NUMBERS COORDINATED TO ANNOTATIONS NOTED BELOW.

1. NOT USED.
2. MAILBOX CLUSTER, FLORENCE CORPORATION 13-TENANT CLUSTER BOX UNIT WITH PEDESTAL (PN: FL81370-13), COLOR: BLACK
3. DERO ARC RACK BIKE RACK, POWDER COAT BLACK
4. DOMESTIC WATER METERS IN THIS APPROXIMATE LOCATION PER UTILITY PLAN. METER BY THE CITY OF POCATELLO WATER DEPARTMENT AND PUBLIC WORKS DEPARTMENT.
5. INSTALL IRRIGATION CONTROLLER VANDAL-PROOF ENCLOSURE PER DETAIL 2/L1.51. IRRIGATION CONTRACTOR SHALL PROVIDE ALL REQUIRED ELECTRICAL CONNECTIONS REQUIRED FOR A FULLY OPERATIONAL SYSTEM. CONTRACTOR SHALL CONVERT ALL LOW VOLTAGE AND 120 VOLT POWER WIRES. ALL ACTIVE GRADE WIRES SHALL BE LOCATED IN RIGID STEEL CONDUIT. INSTALL (2) BLUE 14 GAUGE WIRES FROM THE CONTROLLER TO THE LAST VALVE FROM EACH CONTRALLER FOR FUTURE USE.
6. INSTALL REDUCED PRESSURE BACKFLOW ASSEMBLY PER DETAIL 2/L1.51.
7. NOT USED.
8. AREA DRAIN PER CIVIL PLAN. COORDINATE RIM ELEVATION WITH COMMON AREA GRADING. ENSURE POSITIVE DRAINAGE TO INLET.
9. AREA DRAIN, COORDINATE RIM ELEVATION WITH COMMON AREA GRADING, ENSURE POSITIVE DRAINAGE TO INLET AS SHOWN. COORDINATE WITH CIVIL TO PROVIDE CONNECTION TO STORM DRAINAGE SYSTEM.
10. 6' HIGH PRIVACY FENCE, REFER TO DETAIL 3/L1.50.
11. 2' HIGH SPLIT RAIL FENCE, REFER TO DETAIL 8/L1.50

Material Legend

- TURF SOD
- BLACK AND TAN GRAVEL MULCH
- STANDARD CONCRETE FLATWORK PER SPWC DRAWING SD-709
- MEDIUM CHUNK BARK MULCH

Fencing Legend

- 2' HIGH OPEN STYLE SPLIT RAIL FENCE, REFER TO DETAIL 8/L1.50 FOR MORE INFORMATION
- 6' HIGH SOLID WOOD PRIVACY FENCE, REFER TO DETAIL 3/L1.50 FOR MORE INFORMATION

THE LAND GROUP

BONNEVILLE COMMONS SUBDIVISION
Neighborworks Pocatello

320 N. 8th Avenue
Pocatello, Idaho 83201

Revisions	
1. CITY COMMENT REVISIONS 10.15.21	
2. CITY COMMENT REVISIONS 12.06.21	
3. CITY COMMENT REVISIONS 01.06.22	
4. CITY COMMENT REVISIONS 02.11.22	
5. WATER SYSTEM REVISIONS 04.21.22	
6. CLUBS GRADE REVISIONS 07.13.22	
7. CLUBS GRADE REVISIONS 07.19.22	

NOT FOR CONSTRUCTION

Project No.: 19-049
Date of Issuance: 10.4.2021
Project Manager: BJC

Landscape Plan - Planting Plan

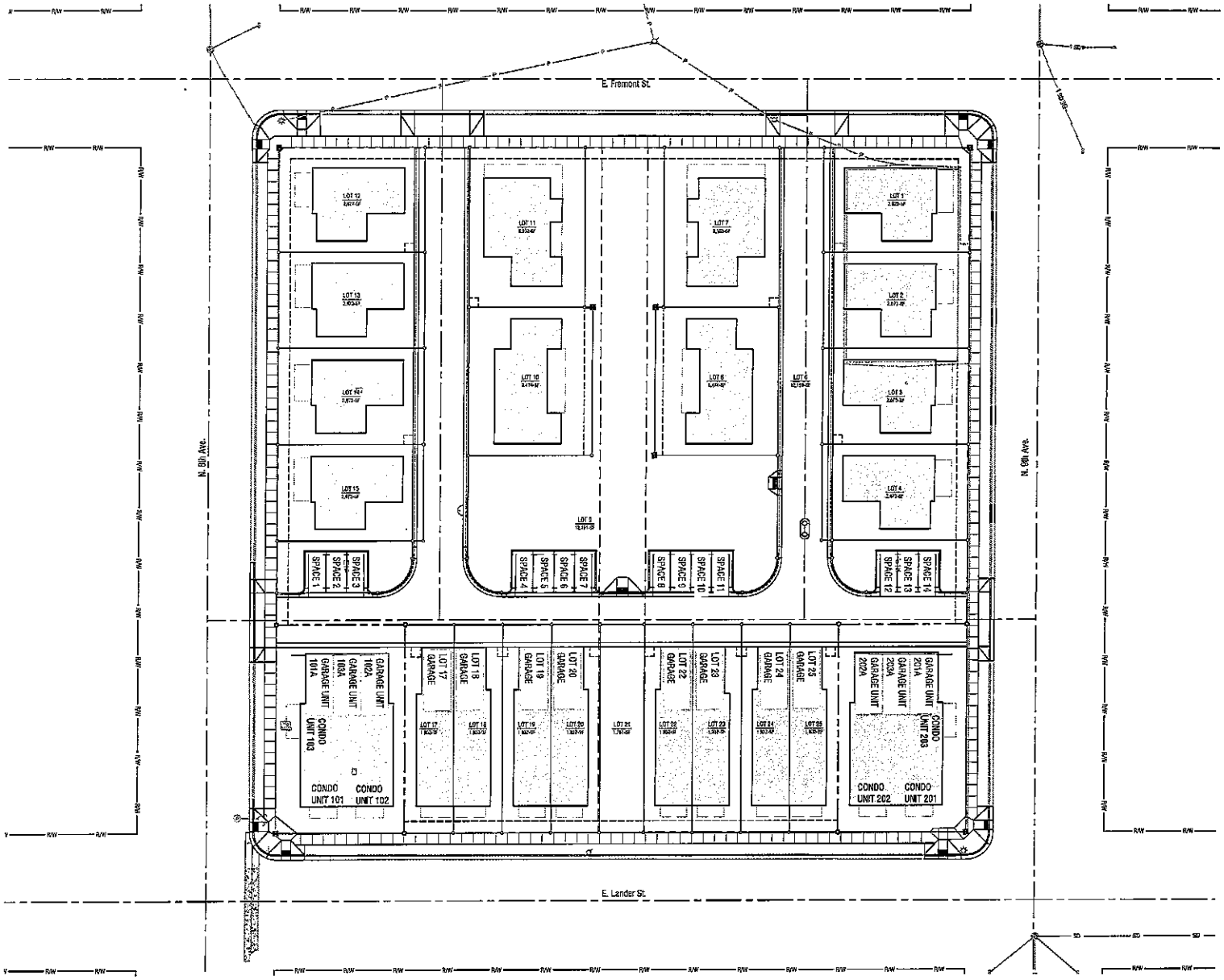
L1.01

EXHIBIT D

Page 1

Scheduled Assigning Parking Spaces

DWELLING	PARKING SPACE
Condominium Unit 101	Space 1
Condominium Unit 103	Space 2
Condominium Unit 102	Space 3
Lot 17, Block 1	Space 4
Lot 18, Block 1	Space 5
Lot 19, Block 1	Space 6
Lot 20, Block 1	Space 7
Lot 22, Block 1	Space 8
Lot 23, Block 1	Space 9
Lot 24, Block 1	Space 10
Lot 25, Block 1	Space 11
Condominium Unit 202	Space 12
Condominium Unit 203	Space 13
Condominium Unit 201	Space 14



Bonneville Commons: Attached Unit Parking Exhibit

Horizontal Scale: 1" = 20'

THE LAND GROUP

BONNEVILLE COMMONS SUBDIVISION
NeighborWorks Pocatello

329 N. 8th Avenue
Pocatello, Idaho 83201

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4. CITY COMMENT REVISIONS 05.17.22	
5. WATER SYSTEM REVISIONS 04.21.22	
6. CURB GRADE REVISIONS 07.15.22	
7. CURB GRADE REVISIONS 07.15.22	

NOT FOR CONSTRUCTION

Project No.: 13009
Date of Submittal: 01.10.2021
Project Manager: CSMN

Parking Exhibit

EX D