

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RETAINED LANDSCAPE EASEMENT
OF RIVERSIDE GREENS SUBDIVISION



TABLE OF CONTENTS	Page No	2
Preamble		4
ARTICLE I - DEFINITIONS		6
Section 1.1 Articles		6
Section 1.2 Association		6
Section 1.3 Board		6
Section 1.4 By-Laws		6
Section 1.5 Common Area		6
Section 1.6 Declaration		6
Section 1.7 Harassing / Unacceptable Behavior		6
Section 1.8 Improvements		6
Section 1.9 Landscaped Boarder Area		7
Section 1.10 Landscape Easement		7
Section 1.11 Lot		7
Section 1.12 Member		7
Section 1.13 Non-Member Resident		7
Section 1.14 Owner		7
Section 1.15 Party Wall; Party Fence, Party Improvement		7
Section 1.16 Patio Area Fence		7
Section 1.17 Pet Relief Area		7
Section 1.18 Privacy Fence		8
Section 1.19 Riverside Greens Subdivision		8
Section 1.20 Riverside Greens Rules and Regulations		8
Section 1.21 Residence		8
Section 1.22 Single Family Residential Home		8
Section 1.23 Structure or Building		8
Section 1.24 Quiet Enjoyment		8
Section 1.25 Visible from Neighboring Property		8

ARTICLE II – PROPERTY SUBJECT TO THE HOA SUBDIVISION RESTRICTIONS

Section 2.1 General Declaration Creating Riverside Greens Subdivision	9
---	---

ARTICLE III – LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

Section 3.1 Land Use Classification	9
Section 3.2 Residential Areas; Permitted Uses and Restrictions	9
Section 3.3 Common Areas; Permitted Uses, Construction and Alteration of Improvements	15

ARTICLE IV – RIVERSIDE GREENS HOMEOWNERS ASSOCIATION INC.

Section 4.1 Organization and Membership	17
Section 4.2 Membership	17
Section 4.3 Voting Class	18
Section 4.4 Duties of the Association	18
Section 4.5 Powers and Authority of the Association	19
Section 4.6 Riverside Greens Subdivision Rules	22
Section 4.7 Liability of Members of the Board, the Committee and Officers	23

ARTICLE V – FUNDS AND ASSESSMENTS

Section 5.1 Declaration of Assessment and Agreement of Payment	23
Section 5.2 Purpose of Assessments	23
Section 5.3 Assessments	23
Section 5.4 Special Individual Assessment	24
Section 5.5 Operating Fund	24
Section 5.6 Enforcement of Assessments	25
Section 5.7 Subordination to Mortgages	26

ARTICLE VI – MISCELLANEOUS PROVISIONS

Section 6.1 Amendment and Duration	27
Section 6.2 Enforcement and Non-Waiver	27
Section 6.3 Condemnation of Common Area	28
Section 6.4 Easements	28
Section 6.5 Delivery of Notices and Documents	29
Section 6.6 Construction and Severability, Singular and Plural Titles	29
Section 6.7 Acquiring Ownership	29
Signatures	30
Plots	31

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RETAINED LANDSCAPE EASEMENT OF RIVERSIDE GREENS SUBDIVISION

In 2017 the last lot owned by the original Declarant was sold and as per Section 4.3 of the original Declaration, "Upon such time, ALL voting rights and control of the Riverside Greens HOA now resides with the Owners."

THIS DECLARATION was adopted by vote of the members of the Riverside Greens Subdivision, at the annual meeting on October 21st, 2025. It was adopted in its entirety in accordance with, SECTION 1.1 ARTICLES, SECTION 1.4 BYLAWS and SECTION 1.6 DECLARATION as defined below.

THIS DECLARATION supersedes the originally declaration made in 2004 by EQUITY BUILDERS LLC, the original Owner and Declarant of all the real property hereinafter described, as well as ALL amendments made by the Association thereafter up to the date of this adoption.

PREAMBLE

The Owners and Association own real property in the County of Bannock, State of Idaho, hereinafter to referred to as "the Property", which is more particularly described as:

A tract of land in Section 1, Township 7 South, Range 34 East, Boise Principal Meridian, Bannock County, Idaho. The property is detailed in three (3) property plats filed with Bannock County:

- Amended Plat of Riverside Greens Townhouses Subdivision, RI# 20424731, 2/23/2004
- Riverside Greens Townhouses Subdivision 1st Addition, RI# 20523337, 8/3/2005
- Riverside Greens Townhouses Subdivision 2nd Addition, RI# 20800133, 10/29/2007

The property described above is a land area which has been developed into an exclusive, private residential area, designed in a manner to enhance the beauty of the area and privacy to its occupants. This property is the subject of this Declaration and a retained Landscape Easement, and will be known as and referred to hereinafter as Riverside Greens Subdivision. The owners of each lot will be referred to hereinafter as Owners. The collective group of all Owners will be and referred to hereinafter as Riverside Greens Home Owners Association (Association)

It is the purpose of this Declaration to provide a means for maintaining, controlling, and preserving the area as a residential community with amenities desirable for residential living. Purchasers of property in Riverside Greens Subdivision will be motivated to preserve these qualities through cooperation and by enforcing this Declaration along with the Bylaws and Rules and Regulations adopted by the Association. The intention of the undersigned is that the covenants, conditions, and restrictions contained herein shall apply to all Owners, Members and Non-Member Residents and be understood and construed, to preserve the beauty and privacy of Riverside Greens Subdivision for all present and future Owners.

Owners will convey lots in Riverside Greens Subdivision to all subsequent purchasers, subject to the protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth. Owners have the obligation to ensure restrictions and rules are followed on their property.

Association declares that all the property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing the value, desirability, and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all the property and the owners thereof, their heirs, successors, grantees, and assigns.

These easements, covenants, restrictions, and conditions shall run with the property and shall be binding on all parties having or acquiring any right, title, or interest therein.

This Declaration is intended to establish a plan for the individual ownership of real property estates, consisting of both personally owned lots in Riverside Greens Subdivision with the improvements contained thereon and the ownership by a non-profit membership association comprised of all owners, of lots of Common Area for the enjoyment of all Members.

These restrictions establish and impose a general plan for the improvement, development, and maintenance of the property and upon all improvements constructed or to be constructed thereon, and upon its use, occupancy, and enjoyment. Every conveyance of the property or any portion thereof shall be and is subject to these easements, covenants, conditions, and restrictions as follows:

ARTICLE I – DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in Article I shall, for all purposes of this Declaration, and all Association documents, have the meanings herein specified.

SECTION 1.1 ARTICLES: The Articles of Incorporation of the Riverside Greens Homeowners' Association, Inc. which are or shall be filed in the Office of the Secretary of State of the State of Idaho, which said Articles are incorporated herein by this reference, as said Articles may from time to time be amended.

SECTION 1.2 ASSOCIATION: The term "Association" or "HOA" shall mean the Riverside Greens Homeowners' Association, Inc., an Idaho non-profit membership corporation.

SECTION 1.3 BOARD: The Board of Directors of the Association, elected by the Members. The process of which the Board is elected is outlined in the Bylaws.

SECTION 1.4 BYLAWS: Bylaws of the Association describe how the Association is run, set out voting rights and procedures, and contain rules for such things as how to call a meeting and how often meetings must be held. The bylaws also lay out procedures for creating the annual budget and determining assessment amounts. Bylaws may from time to time be amended.

SECTION 1.5 COMMON AREA: All real property so classified in accordance with Article III, Section 3.1. as defined by the Riverside Greens Subdivision registered plats listed in the preamble, and in SECTION 3.1.b as belonging to all Owners of the Association.

SECTION 1.6 DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS: The term "Declaration" or "CC&Rs" shall mean the covenants, conditions and restrictions herein set forth in this document, as same may from time to time be amended.

SECTION 1.6 FENCE The term "Fence" shall mean any upright barrier or railing built to enclose an area, mark a boundary, or provide privacy to an Owner. All fences must be approved by the Board, and may not significantly detract from the open area nature and intent of the subdivision. Handrails and Guardrails required by the Local Building Codes as well as golf ball nets are not considered fencing in the context of this document.

SECTION 1.7 HARASSING / UNACCEPTABLE BEHAVIOR: The term "Harassing / Unacceptable Behavior" shall mean, members, residents and their guests shall not engage in any abusive or harassing behavior, either written, verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at the Board, management, its agents, its employees, or vendors. (e.g., threats of violence, insults, name calling, profanity, obscenity, confrontational words, defamation, physical aggression/intimidation/harm, offensive emails/voicemails, stalking, etc.).

SECTION 1.8 IMPROVEMENTS: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, stairs, porches, decks, hedges, windbreaks, plantings, trees, shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

SECTION 1.9 LANDSCAPED BORDER AREA: The term "Landscape Boarder Area" shall be defined as the area around a house, along a property line or encircling a utility box. Typically defined by curbing or landscape rocks. Typically filled with landscape rocks, flowers, bushes, or shrubs.

SECTION 1.10 LANDSCAPE EASEMENT: The term "Landscape Easement" shall refer to the right of the Association to approve or reject the landscape plan or improvement proposals of all lots; the right to access, inspect and maintain the lawns and sprinkler systems on privately owned lots; the right to determine if a home's landscaped boarder areas and owner trees are planted and maintained by the Owner within Association guidelines and restrictions.

SECTION 1.11 LOT: The term "Lot" shall mean each parcel of real property designated for either residential use or common area use as described on the Riverside Greens Subdivision plats pertaining to the property which is the subject to this Declaration.

SECTION 1.12 MEMBER: The term "Member" shall mean and refer to every person or entity who holds membership in the Association as defined in Article IV Section 4.2

SECTION 1.13 NON-MEMBER RESIDENT: The term "Non-Member Resident" shall mean and refer to persons living within the Association that do not own a lot. Renting, or leasing the home from an Owner. Except for the privileges outlined in Article IV Section 4.2, the use of the word "Member" in this Declaration, The Bylaws, as well as the Riverside Greens Rules and Regulations, shall also be construed to include non-member residents regarding the obligation to follow all Association rules.

SECTION 1.14 OWNER: The term "Owner" shall mean and refer to the deeded property owner, whether one or more persons or entities, of equitable or beneficial title of any lot and without any limitation of the foregoing. Owner shall include the purchaser or buyer of a lot under an executory contract for the sale of real property. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation.

SECTION 1.15 PARTY WALL; PARTY FENCE; PARTY IMPROVEMENT: The term "Party Wall", "Party Fence", or "Party Improvement" shall mean an improvement that is owned equally by two adjacent Owners.

SECTION 1.16 PATIO AREA FENCE: The term "Patio Area Fence" shall mean a fence or railing defining an area of ground on the side or back of a home, that is not required by code. Patio area fences must be built of quality railing material complementary to the homes' required railing if applicable. Patio area fences are not intended as a place to confine a pet in an owner's absence.

SECTION 1.17 PET RELIEF AREA: The term "Pet relief area" shall mean an outdoor area with a surface suitable for pets to relieve themselves in a manner that contains the animal waste on the owner's property. Pet relief areas should commonly be within a patio area fence. Pet relief areas are not intended as a place to confine a pet in an owner's absence. If a more secluded area on the lot exists, alternate locations away from the deck or patio may be approved by the Board and built of materials that complement the home and association fence standards.

SECTION 1.18 PRIVACY FENCE: The term "Privacy Fence" shall mean a fence or screening material intended to provide privacy to the owner. These fences are intended to screen patio areas, outdoor trash containers, and other applications referred to in this declaration. Privacy fences shall not disrupt the overall open area nature of the subdivision.

SECTION 1.19 RIVERSIDE GREENS SUBDIVISION: The term "Riverside Greens Subdivision" shall mean all real property and improvements referred to in Section 2.1

SECTION 1.20 RIVERSIDE GREENS RULES & REGULATIONS: All conditions listed in this Declaration are considered Rules and Regulations of the Association. The term "Rules and Regulations" shall also refer to a separate document of rules and regulations adopted by the Board, as they deem necessary, to expound and clarify the intent of this Declaration for the common good and value of the association.

SECTION 1.21 RESIDENCE: The term "Residence" shall mean any building, including any garage and outbuildings specifically designed and used for residential purposes in accordance to the Declaration.

SECTION 1.22 SINGLE FAMILY RESIDENTIAL HOME: A home built with a floorplan designed for and used by a group of people, together with care givers, to maintain a common single household. Sub-dividing a home into apartment like sections to rent out is not permitted. A residence may be rented or leased in accordance with Idaho law.

SECTION 1.23 STRUCTURE OR BUILDING: A building or structure having walls and a roof, whether or not it is erected or set upon an individual foundation or slab constructed base, which is designed or used for the housing, shelter, storage or enclosure of persons, animals, or property of any kind. This definition includes mobile homes.

SECTION 1.24 QUIET ENJOYMENT: Quiet enjoyment is the right of a property owner, member, or non-member resident to enjoy his/her property in peace without interference of undo nuisance, harassing or unacceptable behavior.

SECTION 1.25 VISIBLE FROM NEIGHBORING PROPERTY: The term "Visible from Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property as would be normal and customary to stand on.

ARTICLE II
PROPERTY SUBJECT TO THE RIVERSDDE GREENS SUBDIVISION RESTRICTIONS

SECTION 2.1 GENERAL DECLARATION CREATING RIVERSIDE GREENS SUBDIVISION

The Association and the undersigned hereby declare that all the real property located in the County of Bannock, State of Idaho, described above in the Preamble, which is hereby incorporated herein by this reference, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to the Riverside Greens Subdivision Restrictions, meaning the covenants, conditions and restrictions set forth in this Declaration. All said restrictions are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All the covenants, conditions and restrictions as set forth in this Declaration, including the landscape easement retained by the Association, shall run with all said real property for the purposes and shall be binding upon and inure to the benefit of the undersigned, the Association, all lots and all Owners and their assigns, transferees, and successors in interest.

ARTICLE III
LAND CLASSIFICATION, PERMITTED USES AND RESTRICTIONS

SECTION 3.1 LAND USE CLASSIFICATIONS

All land within Riverside Greens Subdivision is divided into the following use classifications:

a. Residential Areas

Lots designated as Residential (per Exhibits A, B, C) on Riverside Greens Townhouse Subdivision Plats: Original Plat (A) Block 1 – Lots 2 through 17 and Block 2 – Lots 2 through 7. First Addition Plat (B) Lots 1 through 12. Second Addition Plat (C) Lots 2 through 17.

b. Common Areas

Lots designated as Common Area (per Exhibits A, B, C) on Riverside Greens Townhouse Subdivision Plats: Original Plat (A) Block 1 – Lot 1R and 18R and Block 2 – Lot R1 and R8. First Addition Plat (B) Lot R13R. Second Addition Plat (C) Lot 1R and 18R.

- Plats A, B, and C are attached at the end of this Declaration
- Common Areas and Streets are shaded

- **SECTION 3.2 RESIDENTIAL AREA: PERMITTED USES AND RESTRICTION**

Lots within residential areas described in Section 3.1 above shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all the following limitations and restrictions:

- a. **RESIDENTIAL USE.** Each lot within the residential area shall be used exclusively for single family residential homes. No structure whatever shall be erected, placed, or permitted to remain on any lot as a substitute for an approved single-family dwelling. Improvements thereafter by the owner are contingent on, and are subject to, all the provisions of this Declaration and intent of the Riverside Greens Subdivision Restrictions including approval by the Board.
- b. **BUSINESS USE.** No commercial construction shall be permitted upon any lot within Riverside Greens Subdivision. Residents may conduct business within their home if it does not disrupt from the residential nature of the neighborhood. The Board in its sole discretion shall determine the existence of any such disruption.
- c. **HOMES.** All homes constructed within Riverside Greens Subdivision must have designs approved by the Board, and contain a minimum of 1,430 square feet on the main floor, plus at minimum a two-car garage. A similar size unfinished basement is required unless a variance is specifically approved by the Board. The exterior originally required a Stucco/Dryvit type exterior with partial rock accents on the front. Repairs, replacement, or additional improvements to the exterior must be of materials and colors approved by the Board following common design themes to promote the general integrity of the subdivision, but not necessarily Stucco/Dryvit.
- d. **TEMPORARY OCCUPANCY.** No temporary or incomplete building or structure shall be lived in or occupied in any manner during the construction of the residence.
- e. **RESTRICTION ON FURTHER SUBDIVISION.** No lot in the Residential Area shall be further subdivided or separated into smaller lots, nor shall any less than an entire lot as originally platted be conveyed or transferred or any easement or other interest given therein, except for public utilities, without the prior written approval of the Board.
- f. **MAINTENANCE AND REPAIR OF RESIDENTIAL LOTS AND IMPROVEMENTS.**
No residence or improvement upon any lot shall be permitted to fall into disrepair, and shall always be kept in good condition, adequately painted or otherwise finished. The OWNERS shall maintain in good repair the exterior surfaces, including but not limited to, walls, roofs, porches, patios, and driveways. Nothing shall be done to an improvement which will impair its structural integrity. If a member fails to maintain their improvement to the satisfaction of the Board, the Board is empowered by this Declaration, to order the removal of the improvement or to contract for the maintenance or replacement thereof, and assess the costs thereof to that individual Owner.

The ASSOCIATION shall maintain or repair the following to the degree voted by the Owners at the annual meeting. Owner budgeting and participation options voted on by the members shall be reflected in the Bylaws:

- Sidewalks and common lights not maintained by the city of Pocatello
 - Golf ball damage repair to the walls of a home in a manner to minimize weather damage to the siding. This repair will not perfectly blend into the wall or match the color. Repainting or major repair of a wall will remain the Owners responsibility
 - Golf ball damage to windows to a maximum of \$200 per year.
 - Golf ball nets installed by the Association to minimize golf ball damage. If an Owner wishes to have nets on their property maintained by the Association, the Association retains the right to decide the placement of the nets to best reduce damage.
 - Snow removal from the sidewalks and driveways of any lot, when accumulation is approximately two inches or more. The Board may authorize additional snow removal as approved year by year in accordance to the annual budget.
- g. MAINTENANCE OF TREES, PLANTINGS and LANDSCAPED BORDER AREAS. Owners shall maintain and properly cultivate all shrubs, trees and plantings as approved by Association on that Owner's lot. Trees and shrubs shall be trimmed in a manner to facilitate lawn maintenance and pedestrian use of the sidewalks. Weeds, trash, and other unsightly material should be removed. If a member fails to maintain their property to the satisfaction of the Board, the Board is empowered through the retained landscape easement, to contract for maintenance of the grounds and assess the costs thereof to that individual Owner.
- h. MAINTENANCE OF LAWNS AND SPRINKLER SYSTEMS. Unless otherwise voted upon by the Association, like the abandonment of the water line crossing Featherie Drive, the Association by virtue of the landscape easement, shall maintain the lawns and sprinkler systems installed on each lot. The costs incurred by the Association, including water, shall be included in the annual assessment as described in Section 5 of the Bylaws. Regular maintenance by the association does not preclude an Owner from performing additional landscape care above and beyond what the Association provides.
- i. IMPROVEMENTS AND ALTERATIONS. Any improvement, alteration, repair, excavation, or other work which may alter the exterior appearance of any home or lot, including exterior color scheme shall not commence without prior written approval of the Board. The Board shall establish an application procedure for improvements or alterations. The Board shall have the right to approve or refuse any improvement or alteration plan which in their opinion is not suitable or desirable for aesthetic or other health or safety reasons. The Board will consider the suitability of the proposed project, the materials used, and the effect the improvement will have on adjacent or neighboring property. All decisions of the Board shall be final and no lot owner or other party shall have recourse against the Board for refusal or approval of any such plan other than an Owners right of appeal, as outlined in Section 4.5 (m). Once approved, no changes from the specifications of the plan, shall be made without prior written approval of the Board.

- j. ANIMALS. Members may maintain within the Riverside Greens Subdivision a reasonable number of generally recognized household pets in accordance with the Riverside Greens Rules and Regulations. No such household pet shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance and shall not be allowed to run at large. All such pets shall generally be kept inside the home, kept under the control of the pet's owner when on their property or on a neighbor's property with permission. Pets shall be kept on a leash when off the owner's property or neighbor's property without permission. The responsibility to clean up after each pet lies with the owner.
- k. ANTENNAS AND SATELLITE DISHES. No antenna or satellite dish larger than twenty (20) inches in diameter for transmission or reception of television or radio (including shortwave) signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors whether attached to a building or structure or otherwise, unless approved by the Board.
- l. CLOTHES DRYING FACILITIES. Outside clotheslines or other outside clothes drying or airing facilities shall be maintained exclusively within a fenced service yard or otherwise screened and shall not be visible from neighboring property.
- m. DISEASES AND INSECTS. No owner shall permit anything or condition to exist upon Owner's lot which shall induce, breed or harbor infectious plant diseases or noxious insects.
- n. FENCES. All fences including but not limited to privacy fences, patio area fences, decks, pet relief areas, as well as fences referred to in TRAILERS, BOATS, AND MOTOR VEHICLES, TRASH CONTAINERS AND COLLECTION, and CLOTHES DRYING FACILITIES, must be approved by the Board, constructed of quality materials, and kept in good repair by the owner. Fences that significantly detract from the overall open area nature of the subdivision, including lot defining fences as determined by the Board, are not allowed.
- o. MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated, or maintained within the Residential Area except such machinery is usual and customary in connection with the use, maintenance, or construction of a private residence. Tanks or large containers of any kind shall be erected, placed, or permitted only in connection with a residence, and shall have first have been approved by the Board. All such approved tanks or containers shall be buried or kept screened by adequate planting or fence work, and shall not be visible from neighboring property.
- p. MAILBOX LOCATIONS. Mailbox locations shall be as determined jointly by the United States Postal Service the Board and the Owners.

- q. NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lots to be unsightly or detrimental to the feel of the Subdivision. No odors shall be permitted to arise therefrom, that renders any lot or portion thereof unsanitary or offensive. No noise levels including conversation and music listened to on patios and decks shall be at a level that would be considered a nuisance. Generally, garage doors should remain closed unless the owner is actively working in the garage. The Board in its sole discretion shall have the right to determine the existence of any such nuisances.
- r. PARTY WALLS & PARTY FENCES. The rights and duties of Owners with respect to Party Walls or Party Fences shall be as follows:
1. The owners of contiguous lots who have a Party Wall or Party Fence shall both equally have the right to use such wall or fence, provided that such use by one owner does not interfere with the use and enjoyment of same by the other owner.
 2. If any Party Wall or Party Fence is damaged or destroyed through the act of an Owner, their agents, guests, or family members, it shall be the obligation of such owner to rebuild and repair the Party Wall or Fence without cost to the adjoining lot Owner or Owners.
 3. If any Party Wall or Party Fence is damaged or destroyed, including deterioration from ordinary wear and tear, it shall be the obligation of all owners whose lots adjoin such wall or fence to rebuild and repair such wall or fence at their joint and equal expense.
 4. Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any party Wall without the prior consent of all owners of any interest therein.
 5. In the event of a dispute between owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the cost thereof, such adjoining owners shall submit the dispute to the Board, the decision of which shall be binding.
- s. PATIO AREA FENCES. Fences to define a patio area must be approved by the Board and be constructed of materials consistent with patio railings. These fences whether they include a pet relief area or not, shall not disrupt or detract from the open nature of the subdivision and shall not be used to confine a pet outside the home for extended periods or while the owner is away from the home.
- t. PET STRUCTURES: No exterior structure for housing or confinement of a household pet, such as a dog house, dog run, or pet cage, shall be allowed. Pet structures are allowed inside the garage or house. Garage doors may not remain open while these structures

are in use unless the Owner is present. Patio area fences and pet relief areas, shall not be considered pet structures, however, they shall not be used as a place to confine a pet in the owner's absence. The Board shall determine any nuisance.

- u. ROAD AND SIDEWALK ENCROACHMENTS. No tree, shrub, planting, building or improvement of any kind shall be allowed to overhang or otherwise to encroach upon any road or pedestrian way from ground level to a height of eight (8) feet.
- v. SIGNS. No signs whatsoever shall be erected or maintained on any lot within the Residential area except: Any additional restrictions shall be detailed in the Riverside Greens Rules and Regulations
 1. Political signs on owners' property in accordance with Idaho law HOA bylaws, and HOA rules and regulations.
 2. Such signs as may be required by legal proceedings;
 3. During the time of construction of any residence or other improvement, one job identification sign not larger than eighteen (18) in height and twenty-four (24) inches in width may be displayed.
 4. "For Sale", "For Lease", "Open House", and "For Rent" signs not larger than 30 inches wide and 18 inches tall may be placed upon a lot by an Owner or the Owner's agent for such a period, and no longer, as such Owner's property is being offered for sale or lease.
 5. Signs of a nature, number, and location of which have been approved in advance by the Board and the Owner of the lot.
- w. MOTOR VEHICLES, TRAILERS, AND BOATS. Only licensed vehicles regularly used and in working order, may be parked in the Owner's driveway or on the street on a regular basis. No recreational vehicle, motor home, boat, trailer of any kind, tent, truck camper, shall be parked, stored, constructed, reconstructed, or repaired, upon any lot or street within Riverside Greens Subdivision for longer than seventy-two (72) hours, unless the activity is attractively and adequately screened from view and such location and screening is first approved by the Board. The provisions of this paragraph shall not apply to emergency vehicle repairs or trailers and materials used exclusively in connection with, the construction of any work of an improvement project approved by the Board.
- x. TRASH CONTAINERS AND COLLECTION. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Containers must be stored inside the owner's garage or screened in a manner so as not to be visible from neighboring property except to make the same available for collection and then only for the shortest time reasonably necessary to affect such collection. Screens must be approved by the Board

- y. UTILITIES. All utility lines, including but not limited to electrical, telephone lines and cable television, shall be served by underground utility lines. No above ground distribution lines shall be installed. Solar panels are permitted by state law. Nothing herein shall be deemed to forbid the erection and use of temporary power during the construction of an approved improvement.

SECTION 3.3 COMMON AREAS: PERMITTED USES, CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

The Common Area shall be held, maintained, and used to meet the interests of owners or to enhance their enjoyment and common use.

- a. APPLICABILITY OF OTHER RESTRICTIONS. Except as inconsistent herewith, all the restrictions and permitted uses specified in Article II above shall apply to the Common Area as above defined in Article III.
- b. LIMITATION ON CONSTRUCTION. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any improvement upon, or shall make or create any excavation or fill upon or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or other vegetation upon any Common Area without the Boards written permission.
- c. MAINTENANCE BY ASSOCIATION. The Association at the discretion of the Board, within the confines of the budget, shall maintain the lawns in the common area, AND;
 - 1. Reconstruct, repair, replace or refinish any improvement or portion thereof upon any Common Area for the maintenance and upkeep of such area including sidewalks.
 - 2. Remove or replace injured or diseased trees or other vegetation in any such common area to the extent that the Board deems necessary for conservation of water and soil and for aesthetic purposes;
 - 3. Place and maintain any signs as the Board may deem appropriate for the proper identification, use and regulation thereof;
 - 4. Do all such other acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
 - 5. The Board shall be the sole judge as to the appropriate maintenance of all grounds and improvements within the Common Areas.

- d. SUBSTANTIAL IMPROVEMENTS. Except to the extent otherwise detailed in paragraph (c) above, no substantial or major construction or improvement shall be made in any Common Area unless same shall have first been approved by the Board and by a majority of the votes cast at the annual meeting of Owners or, at any special meeting called by the Board to specifically consider the same.
- e. MEMBERS 'RIGHTS IN COMMON AREA. Every member shall have a right and easement of enjoyment in and to the Common Areas appurtenant to that member's lot. Such right of enjoyment shall be subject to the restrictions and conditions set forth in this Declaration and to such reasonable rules and regulations as from time to time are promulgated by the Board.
- f. DAMAGE OR DESTRUCTION OF COMMON AREA BY OWNERS. In the event any Common Area is damaged or destroyed by an Owner or any of Owner's guests, tenants, licensees, agents or family members, the Association is authorized to repair said damaged area in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, at the discretion of the Board. The amount necessary for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of the same in the same manner as provided elsewhere in this Declaration for collection and enforcement of special individual assessments.
- g. ASSOCIATIONS EXEMPTION. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by the Association or its duly authorized agents, of structures or signs deemed in the benefit of the Association.

Article IV

RIVERSIDE GREENS HOMEOWNERS' ASSOCIATION INC.

SECTION 4.1 ORGANIZATION AND MEMBERSHIP

- a. THE ASSOCIATION. The Association is a non-profit membership corporation charged with the duties and invested with the powers set forth herein. It was created by the Articles, and its affairs shall be governed by this Declaration and the Bylaws. Amendments may be made by vote of the Owners. The Declaration may be amended by affirmative vote of two-thirds of the votes cast by owners pursuant to such Notice of Meeting and Meeting as is consistent with Idaho law. By-Laws may be amended by a majority vote of the Owners pursuant to such Notice of Meeting and Meeting as is consistent with Idaho law and this Declaration.
- b. SUCCESSOR ASSOCIATION. In the event the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice be formed and succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by laws of the State of Idaho and, to

the extent not inconsistent therewith, by the Articles, Declaration and Bylaws, as if they were created for the purpose of governing the affairs of an unincorporated association.

- c. **BOARD OF DIRECTORS AND OFFICERS.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation, Declaration and the Bylaws of the Association, as may be amended from time to time. The sole determination of Declaration compliance resides with the Board of Directors.

SECTION 4.2 MEMBERSHIP

- a. **MEMBERS.** Membership in the Association, shall be limited to owners of lots in Riverside Greens Subdivision. Each Owner shall be entitled to membership in the Association for owner and owner's family residing in the house. The foregoing is intended to preclude persons or entities who hold an interest merely as security for the performance of an obligation from membership.

Each owner, by virtue of being an owner and for so long as is an owner, shall be member of the Association, or, in the event of its dissolution, a member of the unincorporated association succeeding to the Association, as provided for in Paragraph (b) of Article IV Section 4.1. The rights and obligations of an owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the owner's lot and then only to the transferee of ownership to such lot, or by interstate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process as of now in effect or as may hereafter be established. Any attempt to make a prohibited transfer is void and shall not be recognized by the Association. In the event an owner of any lot should fail or refuse to transfer the membership registered in that owner's name to the transferee of such lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and the old membership outstanding in the name of the Seller shall be null and void as though the same had been surrendered.

- b. **MEMBER'S RIGHTS AND DUTIES.** The rights, duties, privileges, and obligations of an owner as a member of the Association or its succeeding unincorporated association, shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration, the Articles, and the Bylaws.
- c. **RIGHTS UPON DISSOLUTION.** In the event of the dissolution of the Association and the formation of an unincorporated association, as provided for in paragraph (b) of Section 4.1, each member of the unincorporated association shall have an underlying beneficial interest in all of the Association's property transferred to or for the account of benefit of the unincorporated association, such interest being in direct proportion to the number of lots owned by such member; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member or other person acquiring any

interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

SECTION 4.3 VOTING CLASS

The Association shall have (2) classes of voting membership.

- a. CLASS A. Owners that have purchased one Residential Lot within the association, building one Residential home thereon shall be designated Class A Members. A Class A member shall be entitled to one vote for each lot with a home owned by said member.
- b. CLASS B. Owners that have purchased two adjoining Residential lots within the association, building one home on the two lots shall be designated Class B Members. The Class B member shall have one and one-half (1.5) votes.
- c. JOINT OWNER. The vote for each owner must be cast as a unit based on their voting class. In the event joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners casts a vote representing a certain lot(s), it will thereafter be conclusively presumed for all purposes that the owner or group were acting with the authority and consent of any other owners of the same lot.
- d. TRANSFER OF VOTING RIGHTS. The right to vote may not be severed or separated from the lot ownership to which it is appurtenant, and any sale, transfer, or conveyance of such lot to a new owner or owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto. Owners that rent or lease their Residence as permitted in Idaho law, may authorize the residents of their property to vote as their proxy if proper paperwork is completed prior to the vote.

SECTION 4.4 DUTIES OF THE ASSOCIATION.

The Association shall have the duty, subject to and in accordance with this Declaration, to do and perform the following for the benefit of the owners and for the maintenance and improvement of Riverside Greens Subdivision.

- a. TITLE TO PROPERTY UPON DISSOLUTION. Immediately prior to any dissolution of the Association as a corporate entity, to convey all property in it to any independent corporate trustee, to hold such property in trust for the benefit of the unincorporated association formed pursuant to paragraph (b) of Section 4.1 and for the benefit of the owners pursuant to the terms hereof and the Articles and Bylaws.
- b. OPERATION OF COMMON AREAS. To operate and maintain, or provide for, the operation and maintenance of the Common Areas, and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair as detailed above.

- c. **PAYMENT OF TAXES AND FEES.** To pay all taxes and assessments levied upon any of the real or personal property of the association, and all costs for fees, licenses, and other permits necessary for the operation of the Association to the extent not assessed to the owners. Any such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond ensuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.
- d. **INSURANCE.** To obtain and maintain in force such policies of insurance as may be deemed necessary by the Board. The insurance referred to above, where applicable, shall name as separately protected insureds, the Association, the Board, any committees appointed by the Board, all Officers of the Association, and their representatives, agents, member and employees, and the owners (as a class) with respect to any liability arising out of the activities of the Association and the maintenance and use of any Common Area or property of the Association under the jurisdiction of the Association.
- e. **RULE MAKING.** To make, establish, promulgate, amend, and repeal Riverside Greens Subdivision Rules as provided in Section 4.6.
- f. **ENFORCEMENT OF RESTRICTIONS AND RULES.** To take such action as may be reasonably necessary to enforce the covenants, conditions and restrictions of this Declaration and the Riverside Greens Subdivision Rules.
- g. **DIRECTORY.** To compile, have printed, and distribute a Riverside Greens Subdivision Directory containing the names and addresses of all owners and such other information as the Board desires to insert therein. Members may opt out of being included in the directory.
- h. **NOTIFICATION.** To notify any owner of any violation or breach of any of the matters contained in this Declaration or the Riverside Greens Subdivision Rules.
- i. **OTHER.** To do and carryout the duties of the Association set forth in other sections of this Declaration, the Articles and the Bylaws, and such other duties as may reasonably be inferred from the Declaration, the Articles, and the Bylaws.

SECTION 4.5 POWERS AND AUTHORITY OF THE ASSOCIATION

The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. It shall have the power to do any all-lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of this Declaration, including all things which may be reasonably inferred therefrom, and to do and perform any all acts which may be necessary or property for or incidental to the exercise of any of the express powers of the Association or for the peace, health, comfort, safety, or general welfare of the owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time.

- a. FEES. The association may charge an Owner or any other person such reasonable admission or other fees for the use of any recreational facilities situate upon the Common Areas as the Board may deem necessary or desirable to carry out the intent and purposes of this Declaration, the Articles, and the Bylaws.
- b. ENFORCEMENT. The Association shall have the power and authority, from time to time, in its own name and on its own behalf, or on the behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all the provisions of this Declaration. When in the discretion of the Board it is determined that an owner or other person has failed, refused, or neglected to comply with any provision contained herein, the Board or any Officer of the Association or other authorized person shall give such owner ten (10) days' notice in writing of the failure to comply with said provision, setting forth the nature of the failure to comply and the change required. If upon the expiration of said ten (10) days from the date of such notification, the owner fails to remedy such non-compliance, the Association may thereupon cause same to be performed or remedy the non-compliance and in such event the owner shall reimburse the Association for all expenses incurred in connection therewith upon demand, including, as such expenses, and without limitation costs, investigation, and collection fees. If such expenses are not promptly paid by the owner to the Association, the Association acting through the Board shall levy in reimbursement a special individual assessment against such owner pursuant to Section 5.4 hereof.
- c. EASEMENTS AND RIGHTS OF WAY. The Association may grant and convey to any third party, easements or rights of way to parcels or strips of land, in, on, over, or under any Common Area under its jurisdiction, for the purpose of constructing, erecting, operating or maintaining thereon, therein and thereunder (1) roads, streets, walks, driveways, parkways and park areas, (2) underground wires and conduits or other devices for the transmission of electricity for lighting, heating, cable television, power, telephone and other purposes, (3) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes and (4) any similar public or quasi-public improvements or facilities.
- d. EMPLOYMENT OF AGENTS. The Association may employ the services of a secretary, manager, architect, engineer, consultant, other employee or employees, and attorneys and accountants, to manage and carry out the affairs of the Association, and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Board, to delegate to any of said persons any of its rights, powers, and duties.
- e. PUBLIC SERVICE. The Association may contract for or provide (to the extent adequate services are not provided by a public authority) police and fire protection, refuse disposal, street light maintenance, security patrol and such other services, facilities, and maintenance of a public or quasi-public nature as may be deemed necessary or desirable by the Board for

the effectuation of the purposes of this Declaration. In connection with providing such facilities and services, the Association may contract with or assign its duties to any public authority, governmental body or special district, or other private entity deemed appropriate by the Board.

- f. **WITHDRAWAL OF RIGHTS AND PRIVILEGES OF OWNERS.** In the event any owner fails to perform or breaches or violates any provision, restriction, or requirement contained in this Declaration or incorporated herein by reference, the Board may, without in any way limiting any of its other rights, and in its sole discretion, withdraw from the owner any of the rights and privileges of the owner or take any other action deemed appropriate by the Board including, but not limited to, the following;
 - 1. Exclude said owner from any rights or benefits from any security or emergency service or other service then operating pursuant to any contract with the Association.
 - 2. Deprive said owner of all voting rights and privileges, and exclude said owner from all meetings of the Association.
 - 3. Limit or exclude said owner from all service performed at any entrance to Riverside Greens Subdivision.
 - 4. Identify said owner as delinquent and as not in good standing in the Riverside Greens Subdivision Directory.
- g. **USE OF FUNDS.** The Association may borrow money and lend or invest its funds upon such terms and conditions as shall be determined by the Board in accordance with the intent and purposes of this Declaration.
- h. **PROPERTY.** The Association may own and hold the title to real and personal property.
- i. **ADDITIONAL TERRITORY.** The Association may accept and include within Riverside Greens Subdivision and the operation of the Association, by deed, contract, or otherwise, additional residential or common areas as and when approved by the Board, subject to ratification by a majority vote of the votes entitled to be cast by the owners present at any regular meeting of the owners of the Association or any special meeting called therefor, upon such terms and conditions as the Board may determine, including, by way of example and not by way of limitation, the roads and roadways presently located adjacent to lots in Riverside Greens Subdivision and other properties adjoining Riverside Greens Subdivision and its entry way.
- j. **COMMITTEES.** The Board may, in its sole discretion, establish whatever committees it deems necessary, either temporary or permanent, to carry out the intent and purposes of this Declaration, the Articles and the Bylaws. Any Committee member may be a member of the Board, an owner, or such other person as the Board may appoint, for whatever term or terms the Board deems appropriate. To the extent not inconsistent with the laws of the State of Idaho, and upon such conditions as are otherwise deemed advisable by the Board,

the Board may delegate to any such Committee or Committees any of its rights, powers, and duties.

- k. VARIANCES. The Association may grant to any owner a right of variance of modification of and from any of the provisions of this Declaration, the Articles or Bylaws, upon the unanimous approval of the Board, whenever it is determined by the Board that same would be in the best interests of the Association.
- l. ESTOPPEL CERTIFICATE. Upon such terms and conditions as the Board may determine, the Association may issue an Estoppel Certificate binding the Association to the position or determination stated therein, and anyone interested therein shall be entitled to rely on the matters stated therein. Said Certificate to be valid and binding on the Association shall be executed by at least one member of the Board, or the President of the Association, or such other person or persons as the Board in its discretion may determine and designate.
- m. APPEAL. Any owner aggrieved by any action taken by the Board or any Committee shall have a right of appeal to the Association to consider same, the Association having the final right to approve, rescind or modify any action taken by the Board or by any Committee by a majority vote of the votes entitled to be cast by the owners present at any regular meeting or special meeting called therefor. Any aggrieved owner desiring a special meeting of the Association to consider same may call for same in the manner set forth in the Bylaws of the Association. Votes shall include both Class A and Class B votes as defined in Article IV Section 4.3. All decisions made through the appeal process shall be applied equally to all Members in the Association.
- n. EQUAL TREATMENT OF OWNERS. No action shall at any time be taken by the Association or its Board which in any manner would unreasonably discriminate against any owner or owners in favor of any other owner or owners.

SECTION 4.6 RIVERSIDE GREENS SUBDIVISION RULES.

- a. RULEMAKING POWER. The Association may, from time to time, and subject to the provisions of this Declaration, adopt, declare, amend, modify, and repeal Rules and Regulations to be known as the "Riverside Greens Subdivision Rules," by a majority vote of the members of the Board. The purpose of the Riverside Greens Subdivision Rules shall be to expound and clarify Association decisions relating to any matter or thing involving the Association, the Board, any Committee, any Residential or Common Area, any property owned or controlled by the Association, the Articles, Bylaws, and this Declaration. Riverside Greens Subdivision Rules shall become effective when passed upon by the Board and notice thereof is given to the owners in accordance with Section 6.5 of this Declaration.
- b. REVIEW OF RULES. Riverside Greens Rules and Regulations shall be recorded as an addendum to the Bylaws and be available for review by all Owners.

SECTION 4.7 LIABILITY OF MEMBERS OF THE BOARD, THE COMMITTEE AND OFFICERS

No member of the Board or any other person, including the Association, may be held liable for negligence or for any error or omission of the Board, the Association, its representatives and employees or any Committee, except for the willful and intentional misconduct of any such person.

ARTICLE V

FUNDS AND ASSESSMENTS

SECTION 5.1 DECLARATION OF ASSESSMENT AND AGREEMENT OF PAYMENT

The owner of any lot by the acceptance of a deed therefore or acceptance of an agreement to purchase, whether it shall be so expressed in any such deed or other conveyance, is deemed to covenant, and agree to pay to the Association the assessments made as hereafter provided in Section 5.

SECTION 5.2 PURPOSE OF ASSESSMENTS

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Riverside Greens Subdivision, and for the improvement and maintenance of the common areas and lawns in the landscape easements, services and facilities devoted to these purposes. No Owner may be exempt from liability to contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of owner's house.

SECTION 5.3 ASSESSMENTS.

- a. Prior to the annual meeting of the Association, the Board shall estimate the costs and expenses to be incurred by the Association during the next fiscal year in performing its functions under this Declaration, to the degree expressed by the Members. This budget shall be presented to the Owners at the Annual Meeting of the Association. The Owners will consider the Board's recommendation as well as the current and desired reserves of the Association, and may revise the budget amount to determine an annual assessment necessary to meet the needs of the Association. By the vote of the Owners shall the BUDGET and ANNUAL ASSESMENT be set. The foregoing computations shall be levied as an assessment against each lot in Riverside Greens Subdivision and against each owner individually. The amount of assessment may vary from year-to-year. Details of the line items of the budget will be outlined in ARTICLE VIII - BUDGET, ASSESSMENTS AND FINANCES, of the Bylaws.

- b. PAYMENT OF ANNUAL ASSESSMENT. The Board shall notify the owner(s) of each lot as to the amount of the annual assessment and shall each month collect one-twelfth (1/12) of said lot's proportional share of said annual assessment. Members at their convenience may pay assessment dues in advance.
- c. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized by this Declaration, the Board shall have the right and power to levy a special assessment. Special assessments may be deemed necessary for the purpose of providing for the construction of additional recreational and other common facilities, unexpected repairs, or the alteration, replacement, demolition, or removal of existing recreational and other common facilities, as in the Board's discretion appears to be in the best interests of the Association. Any such action, increasing an owner's assessment over the annual assessment amount shall be authorized by an affirmative majority vote of the Board at a duly called meeting at which a quorum is present, and ratified and approved by a majority vote of the members who shall vote in person or by proxy at a meeting called for that purpose.
- d. UNIFORM RATE OF ASSESSMENT. The base rate of annual and special assessments, must be fixed at a uniform rate for all lots based on the owners voting class for those lots. The intention is that voting rights correlate to assessment rates. Exemptions to specific line items of the budget may be made to specific lots only if approved by the Board and Members vote. It is the intention that if a deduction or exemption to a specific line item of the annual budget is given, voting rights specific to that line are proportionately reduced. Qualifications for, and explanation of exclusions and deductions will be outlined in the Bylaws. Assessments may be paid on a monthly installment basis or in advance.

SECTION 5.4 SPECIAL INDIVIDUAL ASSESSMENT.

The Board may levy a special assessment against any owner and owner's lot because of an Owner's failure to comply with this Declaration, or the Riverside Greens Subdivision Rules, monies are about to be or were expended by the Association from the operating fund in performing its functions under the Declaration, the Articles and Bylaws. Such assessments shall include, but not be limited to, reimbursement to the Association for any amount so expended or to be expended, and shall be due and payable to the Association when levied. Special individual assessments shall be enforced in the same manner as annual or other special assessments.

SECTION 5.5 OPERATING FUND.

There shall be an operating fund from which the Association shall make disbursements in performing the functions of the Association, and into which the Association shall deposit all monies paid to it as:

- a. Annual Assessments;
- b. Special Assessments;
- c. Miscellaneous fees; and
- d. Income and profits attributable to the operating fund.

Reserve funds of the Association may be kept in checking accounts, Savings accounts, CD's, or other accounts as the Board deems appropriate.

SECTION 5.6 ENFORCEMENT OF ASSESSMENTS.

Each assessment levied hereunder shall be a separate, distinct, and personal debt and obligation of the owner or owners against whom same is assessed, and shall constitute a lien and charge upon the lot in Riverside Greens Subdivision to which the assessment relates or is owned by said owner. Each owner of any lot becoming an owner of any lot or by acceptance of a deed relating thereto or by acceptance of any other document or instrument conveying an ownership interest therein, whether or not is shall be so expressed in any such deed or other document or instrument, is and shall be deemed to covenant and agree to pay the Association the assessments provided for herein, and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or for any other purpose in connection with the breach of this Declaration, each owner agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due from the owner or any other relief or remedy obtained against the said owner. In the event of a default in payment of any such assessment when due, in which case the assessment shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

- a. ENFORCEMENT BY SUIT. The association may bring a suit at law against each owner or owners to enforce each such assessment obligation. Each owner agrees that any judgement rendered in any such action shall include a sum for reasonable attorney's fee in such amount as the court may adjudge against the defaulting owner, plus all Court cost and necessary expenses and accounting fees incurred by the Association, plus interest on the amount of said assessment at the maximum legal rate allowed by law from the date the assessment become delinquent until paid in full.
- b. ENFORCEMENT BY LIEN. The Association shall give notice to each lot owner whose assessment is due and unpaid by mailing to said owner a copy of the notice and claim of lien which shall state the following:
 1. The last known name of the delinquent owner;
 2. The Legal description and street address of the lot(s) against which the claim of lien is made;
 3. The amount claimed to be due and owing (with any offset allowed);
 4. That the claim of lien is made by the Association pursuant to the terms of the Declaration; and
 5. That the lien is claimed against the lot in an amount equal to the amount of stated delinquency

The Association shall record a duly executed original or copy of such notice and claim of lien and the lien claimed therein shall immediately attach and become effective as a lien upon the lot against which such assessment was levied. Each default in payment of an assessment shall constitute a separate basis for a claim of lien or a lien, but any number of defaults may be included within a single notice of claim of lien. The amount of the lien shall include the amount of all unpaid assessments, late fees, plus interest on the amount of the assessments at the maximum legal rate from the date the assessment(s) became delinquent until paid in full, plus a lien charge to cover recording, legal and accounting expenses incident thereto. The amount of said lien charge may be increased or decreased by the Board in its sole discretion. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage of trust deed as set forth by the laws of the State of Idaho, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association shall have the power to bid in its interest at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court cost, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner, by becoming an owner of a lot in Riverside Greens Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of any suit or action thereon.

- c. ESTOPPEL CERTIFICATE. Any owner shall be entitled to an Estoppel Certificate from the Board setting forth the amount of any due and unpaid assessments with respect to said owner's lot (or the fact that all assessments due are paid if such is the case) within a reasonable time after demand therefor and upon payment of a reasonable fee to be determined by the Board.
- d. NOTIFICATION. The Association may notify all owners of the names of all persons who have defaulted in the payment of any assessment when due and the amount thereof in the discretion of the Board.

SECTION 5.7 SUBORDINATION TO MORTGAGES

- a. SUBORDINATION. The lien(s) created hereby upon any lot shall be subject to and shall not affect the rights of the holder of an indebtedness made in good faith, for value, and secured by a duly executed mortgage or deed of trust upon such lot recorded prior in time to the recording of the notice of claim of lien provided for above, in favor of or for the benefit of an institutional lender, bank, insurance company, or savings and loan.
- b. AMENDMENT. No amendment to Paragraph (a) above shall affect the rights of the holder or any such mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.
- c. RIGHT UPON FORECLOSURE. In the event of a foreclosure, the foreclosing party (or the receiver appointed in such action) shall not have the right nor the power to exercise any of the rights or privileges of any owner, including voting, until such party has acquired title and

any redemption period has expired. When the first mortgagee shall become record owner of the lot and house, said first mortgagee shall be subject to all the terms and conditions of these covenants, conditions and restrictions, including but not limited to the obligation to pay for all assessments and charges accruing thereafter, in the same manner as any owner.

ARTICLE VI MISCELLANEOUS PROVISIONS

SECTION 6.1 AMENDMENT AND DURATION.

- a. **AMENDMENT OR REPEAL.** Except as otherwise provided in this Declaration, this Declaration as well as the Bylaws of the Association may be amended, modified, repealed, added to, or changes, either increasing or decreasing burdens or benefits with respect to property or as to the owners, at any time, by the vote of a majority of the votes entitled to be cast by the owners of lots in Riverside Greens Subdivision present or by proxy at any annual meeting of the Association or any special meeting called therefor, and any such amendment or modification shall be recorded by the Association in the Riverside Greens Bylaws or Rules and Regulations. These changes shall have the same force and effect as though set forth in full herein and until such time as they may be amended into the Declaration.
- b. **DURATION.** Subject to the right to amend, as provided in Paragraph (a) above, this Declaration shall continue in full force and effect with respect to all property within Riverside Greens Subdivision until January 1, 2030. The Declaration shall continue in effect automatically, for additional periods of five (5) years, unless it is terminated as set forth in this paragraph. The Owners of the Association may dissolve the Association as a corporate entity and terminate this Declaration, if within one year prior to an expiration period listed above, not less than two-thirds (2/3) of Owners petition for a special meeting to dissolve the Association. If at the special meeting, two-thirds (2/3) of all Owners vote to dissolve, a successor organization shall be established as per Article IV, Section 4.1(b)

SECTION 6.2 ENFORCEMENT AND NON-WAIVER

- a. **RIGHT OF ENFORCEMENT.** Except as otherwise provided herein, the Association, in the discretion of the Board, shall have the right to enforce all the covenants, conditions and restriction now or hereafter imposed by this Declaration as to the owners of any property within Riverside Greens Subdivision.
- b. **VIOLATIONS AND NUISANCE.** Every act or omission whereby a covenant, condition or restriction of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by the Association, in the discretion of the Board.

- c. VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within Riverside Greens Subdivision is hereby declared to be in violation of this Declaration and subject to any or all the enforcement procedures herein set forth.
- d. REMEDIES CUMULATIVE. Each remedy provided by this Declaration is cumulative and not exclusive.
- e. NON-WAIVER. The delay, failure or omission to enforce the provisions of any covenant, condition or restriction contained in this Declaration in the event of any breach thereof shall not constitute a waiver of any right to enforce any such provision or any other provisions of this Declaration, or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Board, the Association, or any owner for or on account of the failure to bring any action or take any steps as to any breach hereof.

SECTION 6.3 CONDEMNATION OF COMMON AREA

If at any time all or any portion of the Common Area, or any interest therein, be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the Association. Any such award of the Association shall be deposited into the operation fund.

SECTION 6.4 EASEMENTS

There is hereby created a blanket easement upon, across, over and above the property described in the Preamble as Riverside Greens Subdivision for ingress, egress, installation, replacing, repairing, and maintaining all utilities, including but not limited to water, sewers, gas, telephone, electricity, and cable television. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain telephone wires, circuits, and conduits on, above, across and under the roofs and exterior walls of said houses. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said premises except as initially programmed and approved by the Declarant or thereafter approved by the Board and all such utilities shall, to the greatest extent possible, be located and constructed underground. This easement shall in no way affect any other recorded easements on said premises. Each house and the common elements shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed and constructed by the Declarant or its assigns. A valid easement of said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 6.5 DELIVER OF NOTICES AND DOCUMENTS

Any notice required by this Declaration to be given shall be in accordance with the guidelines in the Bylaws. If sent by mail, it shall be deemed to have been delivered forty-eight (48) hours after same has been deposited in the United States mail, postage prepaid, addressed to the last known address of the parties to whom notice is sent.

SECTION 6.6 CONSTRUCTION AND SEVERABILITY, SINGULAR AND PLURAL TITLES

- a. **RESTRICTIONS CONSTRUED TOGETHER.** All the covenants, conditions and restriction of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of Riverside Greens Subdivision, as set forth in the Preamble of this Declaration.
- b. **RESTRICTIONS SEVERABLE.** Notwithstanding the provisions of the Paragraph (a) above, the covenants, conditions and restrictions of this Declaration shall have been deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provisions.
- c. **SINGULAR INCLUDES PLURAL.** The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.
- d. **CAPTIONS.** All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said Declaration.

SECTION 6.7 ACQUIRING OWNERSHIP.

By acceptance of a deed or by acquiring any ownership interest in any of the real property included within this Declaration, each person or entity, for that person or entity and for that person or entity's heirs, personal representatives, successors, transferees and assigns, binds that person or entity and heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereof, including the Landscape Easement for the Common Areas as defines herein. In addition, each such person or entity by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby and herby evidences interest that all the restriction, conditions, covenants, rules, and regulations contained herein shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the various subsequent and future owners.

IN WITNESS WHEREOF, the undersigned have executed this DECLARATION the ____ day of _____, 2025.

RIVERSIDE GREENS BOARD OF DIRECTORS

Alan Farnsworth

John Jefimoff

Amanda Hancock

STATE OF IDAHO

County of Bannock

On this ____ day of _____, 2025, before me, the undersigned Notary Public, in and for said State, personally appeared Alan Farnsworth, John Jeffimoff and Amanda Hancock, known or identified to me to be the Board of Directors of Riverside Green Homeowners Association, who subscribed and acknowledged to me that the Members of said Association had executed the same by majority vote.

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

(SEAL)

NOTARY PUBLIC – STATE OF IDAHO

My commission Expires: _____

