

After recording, please return to:

Mountain Solution Development Company
Attn: Josh Davis
23 Warm Lake Highway
Cascade, Idaho 83611

**AMENDED AND RESTATED FIRST AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT**

This Amended and Restated First Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District (this "**First Amendment**") is made effective as of June 15, 2023 (the "**First Amendment Date**"), by Mountain Solution Development Company, an Idaho corporation ("**Declarant**").

RECITALS

A. Reference is made to that certain Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on January 27, 2023, as Instrument No. 455235 (the "**Declaration**"). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Reference is also made to that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on August 14, 2023, as Instrument No. 438538 (the "**Original First Amendment**").

C. Pages 1-3 of the Original First Amendment were accurate and intentionally recorded; however, pages 4-38 of the Original First Amendment were intended to be recorded as a separate instrument. Accordingly, this First Amendment is being recorded to amend, restate, and supersede the Original First Amendment in its entirety and is substantially similar to the terms contained in pages 1-3 of the Original First Amendment. Substantially concurrently herewith, Declarant is recording a restatement of 4-38 of the Original First Amendment as a separate instrument.

D. Article XVIII, Section 3 of the Declaration provides that until the expiration or earlier termination of the Initial Development Period, Declarant will have the exclusive right to amend, or terminate, the Declaration by executing a written instrument setting forth such amendment.

E. As of the First Amendment Date, Declarant has not informed the Board in writing that Declarant no longer wishes to exercise its rights as the Declarant Member, and thus the Community is still in the Initial Development Period and Declarant has the exclusive right to amend the Declaration.

F. Declarant desires to amend the Declaration pursuant to the terms and conditions that follow.

AGREEMENT

NOW, THEREFORE, Declarant hereby agrees and declares as follows:

1. **Incorporation by Reference.** All recitals to this First Amendment are hereby incorporated by reference as if set forth in this Section 1.

2. **Amendment – Article II.** The Declaration is hereby amended by deleting the terms “Association” and “Common Area” from Article II, Sections 1 through 3(C) of the Declaration and replacing such terms with “Master Association” and “Master Association Common Area,” respectively.

3. **Amendment – Article VI.** The Declaration is hereby amended by deleting Article VI, Section 2 thereof in its entirety, and replacing it with the following:

Section 2. Voting Rights. The Commercial Association shall have the voting rights set forth in the Articles and Bylaws for the Commercial Association.

4. **Amendment – Article XIII.** The Declaration is hereby amended by deleting Article XIII, Section 2, Subsection (J) thereof in its entirety, and replacing it with the following:

J. [Intentionally Deleted.]

5. **Amendment – Article XIII.** The Declaration is hereby amended by deleting Article XIII, Section 2, Subsection (L) thereof in its entirety, and replacing it with the following:

L. Propane/Gas Tanks. Any tanks for the storage of propane or other gasses for household use must be buried underground; provided, however, this restriction shall not apply to propane tanks attached to barbeques.

6. **Amendment – Article XIII.** The Declaration is hereby amended by deleting Article XIII, Section 3, Subsection (H) thereof in its entirety, and replacing it with the following:

H. [Intentionally Deleted.]

7. **Amendment – Article XIII.** The Declaration is hereby amended by deleting Article XIII, Section 3, Subsection (L) thereof in its entirety, and replacing it with the following:

L. Propane/Gas Tanks. Any tanks for the storage of propane or other gasses for household use must be buried underground; provided, however, this restriction shall not apply to propane tanks attached to barbeques.

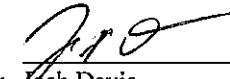
8. **Effect of First Amendment.** Upon the recordation hereof, this First Amendment will: (a) amend, restate, and supersede the Original First Amendment in its entirety; (b) become a part of the Declaration; (c) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (d) inure to the benefit of every Lot, parcel, and portion of the Property; and (e) inure to the benefit of and is binding upon Declarant and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this First Amendment effective as of the First Amendment Date.

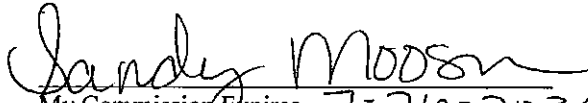
DECLARANT:

Mountain Solution Development Company,
an Idaho corporation

By: 
Name: Josh Davis
Its: Vice President

STATE OF IDAHO)
) ss.
County of Valley)

This record was acknowledged before me on Jan 7th, 2025, by Josh Davis, as vice president of Mountain Solution Development Company, an Idaho corporation.


My Commission Expires 7-26-2030



After recording, please return to:

Mountain Solution Development Company
Attn: Josh Davis
23 Warm Lake Highway
Cascade, Idaho 83611

**SECOND AMENDMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT**

This Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District (this “**Second Amendment**”) is made effective as of April 8th, 2025 (the “**Second Amendment Date**”), by Mountain Solution Development Company, an Idaho corporation (“**Declarant**”).

RECITALS

A. Reference is made to the following: (i) that certain Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on January 27, 2023, as Instrument No. 455235, as amended by that certain Amended and Restated First Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on January 7, 2025, as Instrument No. 2025-000058 (collectively, the “**Declaration**”); (ii) that certain River District Planned Unit Development – Phase 1, according to the official plat thereof recorded in the official records of Valley County, Idaho on January 1, 2023 as Instrument No. 455234 (the “**Original Plat**”); and (iii) Amended River District Planned Unit Development – Phase 1, according to the official plat thereof recorded in the official records of Valley County, Idaho on April 8, 2025 as Instrument No. 2025-001628 (the “**Amended Plat**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. The Declaration currently identifies Lots 3 and 4 in Block 1 of the Original Plat as “Multi-Family Lots.”

C. Pursuant to the Amended Plat, Lots 3 and 4 in Block 1 of the Original Plat have been replatted and are now identified as Lots 1 through 3 in Block 4 of the Amended Plat (such amended Lots being the “**New Commercial Lots**”).

D. Declarant desires to amend the Declaration to: (a) remove the “Multi-Family Lot” designation from the New Commercial Lots; and (b) re-designate the New Commercial Lots as “Commercial Lots.”

E. Article XVIII, Section 3 of the Declaration provides that until the expiration or earlier termination of the Initial Development Period, Declarant will have the exclusive right to amend the Declaration by executing a written instrument setting forth such amendment.

F. As of the Second Amendment Date, Declarant has not informed the Board in writing that Declarant no longer wishes to exercise its rights as the Declarant Member, and thus the Community is still in the Initial Development Period and Declarant has the exclusive right to amend the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby agrees and declares as follows:

1. Incorporation by Reference. All recitals to this Second Amendment are hereby incorporated by reference as if set forth in this Section 1.

2. Amendment – New Commercial Lots. The Declaration is hereby amended, in relevant part, by: (a) removing the “Multi-Family Lot” designation from the New Commercial Lots; and (b) re-designating the New Commercial Lots as “Commercial Lots.”

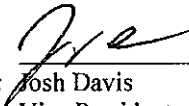
3. Effect of Second Amendment. Upon the recordation hereof, this Second Amendment will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (c) inure to the benefit of every Lot, parcel, and portion of the Property; and (d) inure to the benefit of and is binding upon Declarant and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this Second Amendment effective as of the Second Amendment Date.

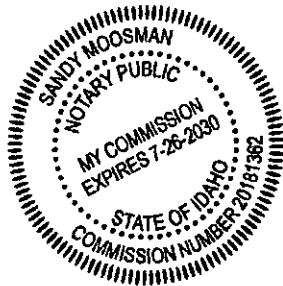
DECLARANT:

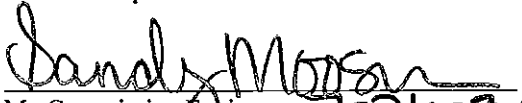
Mountain Solution Development Company,
an Idaho corporation

By: 
Name: Josh Davis
Its: Vice President

STATE OF IDAHO)
) ss.
County of Valley)

This record was acknowledged before me on April 8th, 2025, by Josh Davis, as vice president of Mountain Solution Development Company, an Idaho corporation.




My Commission Expires 7-26-30

After recording, please return to:

Mountain Solution Development Company
Attn: Josh Davis
23 Warm Lake Highway
Cascade, Idaho 83611

**FIRST ANNEXATION SUPPLEMENT TO
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT**

This First Annexation Supplement to Master Declaration of Covenants, Conditions and Restrictions of the River District (this “**First Annexation Supplement**”) is made effective as of July 21, 2025 (the “**First Annexation Supplement Date**”), by Mountain Solution Development Company, an Idaho corporation (“**Declarant**”).

RECITALS

A. Reference is made to the following: (i) that certain Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on January 27, 2023, as Instrument No. 455235; (ii) that certain Amended and Restated First Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on January 7, 2025, as Instrument No. 2025-000058; and (iii) that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions of the River District, recorded in the real property records of Valley County, Idaho on April 8, 2025, as Instrument No. 2025-0001630 (collectively, the “**Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Declarant owns that certain real property legally described as follows (the “**Phase 3A & 4 Residential Property**”):

River District Planned Unit Development – Phase 3A & 4, according to the official plat thereof recorded in the official records of Valley County, Idaho on July 21, 2025, as Instrument No. 2025-003458 (the “**Phase 3A & 4 Residential Plat**”).

C. Article XVII of the Declaration permits Declarant to record a Supplemental Declaration, pursuant to which additional lands are annexed into the Property and become subject to the Declaration.

D. Pursuant to Article XVII of the Declaration, Declarant desires to annex the Phase 3A & 4 Residential Property into the Property, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, Declarant hereby agrees and declares as follows:

1. **Incorporation by Reference.** All recitals to this First Annexation Supplement are hereby incorporated by reference as if set forth in this Section 1.

2. Annexation. The Phase 3A & 4 Residential Property, and each Lot, parcel, and portion thereof, are hereby annexed into the Property and are hereby subject to all of the terms and conditions of the Declaration. The term "Lot" as defined in the Declaration shall also include each Lot within the Phase 3A & 4 Residential Property (except those portions thereof that are designated as Residential Association Common Area below), each such Lot is hereby deemed a "Residential Lot" (except those portions thereof that are designated as Residential Association Common Area below), and the term "Property" shall include the Phase 3A & 4 Residential Property.

3. Residential Common Area. Lots 1 and 12 in Block 1 and Lot 1 in Block 2 of the Phase 3A & 4 Residential Property are hereby designated as Residential Association Common Area, which shall be maintained by The River District Residential Property Owners Association, Inc. in accordance with such Association's Articles and Bylaws (as the same may be amended and supplemented from time to time), and in accordance with that certain Supplemental Declaration of Covenants, Conditions and Restrictions of the River District – Phase I Residential, recorded in the official records of Valley County, Idaho on April 4, 2025, as Instrument No. 2025-001632 (as the same may be amended and supplemented from time to time).

4. Owners. Owners of the Lots in the Phase 3A & 4 Residential Property are hereby deemed "Owners" as defined in the Declaration, and more specifically, "Residential Owners," as defined in the Declaration.

5. Effect of First Annexation Supplement. Upon the recordation hereof, this First Annexation Supplement will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Property; (c) inure to the benefit of every Lot, parcel, and portion of the Property; and (d) inure to the benefit of and is binding upon Declarant and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Property, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Annexation Supplement, the terms and conditions of this First Annexation Supplement will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this First Annexation Supplement effective as of the First Annexation Supplement Date.

DECLARANT:

Mountain Solution Development Company,
an Idaho corporation

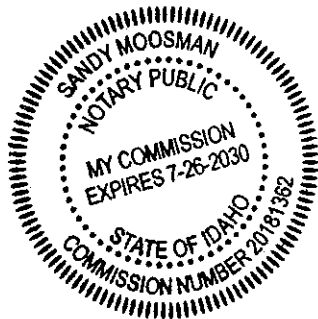
By: _____

Name: Josh Davis

Its: Vice President

STATE OF IDAHO)
) ss.
County of Valley)

This record was acknowledged before me on July 21st, 2025, by Josh Davis, as vice president of Mountain Solution Development Company, an Idaho corporation.



Sandy Moosman
My Commission Expires 7-26-2030

After recording, please return to:

Mountain Solution Development Company
Attn: Josh Davis
23 Warm Lake Highway
Cascade, Idaho 83611

**FIRST ANNEXATION SUPPLEMENT TO SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RIVER DISTRICT -
PHASE I RESIDENTIAL**

This First Annexation Supplement to Supplemental Declaration of Covenants, Conditions and Restrictions of the River District – Phase I Residential (this “**First Annexation Supplement**”) is made effective as of July 21, 2025 (the “**First Annexation Supplement Date**”), by Mountain Solution Development Company, an Idaho corporation (“**Declarant**”).

RECITALS

A. Reference is made to that certain Supplemental Declaration of Covenants, Conditions and Restrictions of the River District – Phase I Residential, recorded in the official records of Valley County, Idaho on April 4, 2025, as Instrument No. 2025-001632 (the “**Declaration**”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Declaration.

B. Declarant owns that certain real property legally described as follows (the “**Phase 3A & 4 Residential Property**”):

River District Planned Unit Development – Phase 3A & 4, according to the official plat thereof recorded in the official records of Valley County, Idaho on July 21, 2025, as Instrument No. 2025-003458 (the “**Phase 3A & 4 Residential Plat**”).

C. Article 11 of the Declaration permits Declarant to record a Supplemental Declaration, pursuant to which additional lands are annexed into the Community and become subject to the Declaration.

D. Pursuant to Article 11 of the Declaration, Declarant desires to annex the Phase 3A & 4 Residential Property into the Community, pursuant and subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, Declarant hereby agrees and declares as follows:

1. **Incorporation by Reference.** All recitals to this First Annexation Supplement are hereby incorporated by reference as if set forth in this Section 1.

2. **Annexation.** The Phase 3A & 4 Residential Property, and each Lot, parcel, and portion thereof, are hereby annexed into the Community and are hereby subject to all of the terms and conditions of the Declaration. The term “Lot” as defined in the Declaration shall also include each Lot within the Phase 3A & 4 Residential Property, and the term “Community” shall include the Phase 3A & 4 Residential Property.

3. **Common Area.** Lots 1 and 12 in Block 1 and Lot 1 in Block 2 of the Phase 3A & 4 Residential Property are hereby designated as Common Area.

4. **Owners.** Owners of the Lots in the Phase 3A & 4 Residential Property are hereby deemed Owners in the Community on equal footing with the current Owners in the Community, and shall have the same rights, privileges, and obligations as the current Owners in the Community in accordance with the Community Documents.

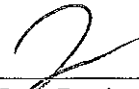
5. **Effect of First Annexation Supplement.** Upon the recordation hereof, this First Annexation Supplement will: (a) become a part of the Declaration; (b) run with the land and be binding upon any person or entity having or acquiring any right, title, or interest in any Lot, parcel, or portion of the Community; (c) inure to the benefit of every Lot, parcel, and portion of the Community; and (d) inure to the benefit of and is binding upon Declarant and each Owner having or holding any right, title, or interest in any Lot, parcel, or portion of the Community, and their successors, heirs, and assigns. To the extent there is a conflict between the terms and conditions of the Declaration and the terms and conditions of this First Annexation Supplement, the terms and conditions of this First Annexation Supplement will control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Declarant has executed this First Annexation Supplement effective as of the First Annexation Supplement Date.

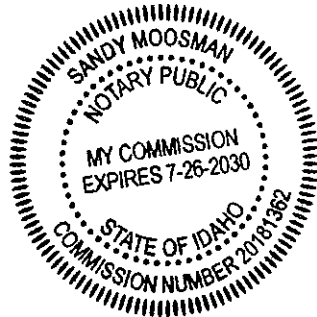
DECLARANT:

Mountain Solution Development Company,
an Idaho corporation

By: 
Name: Josh Davis
Its: Vice President

STATE OF IDAHO)
) ss.
County of Valley)

This record was acknowledged before me on July 21st, 2025, by Josh Davis, as vice president of Mountain Solution Development Company, an Idaho corporation.




My Commission Expires 7-26-2030

NA

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE RIVER DISTRICT

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE RIVER DISTRICT (this "Declaration") is made on January 17th, 2023 (the "Effective Date"), by Mountain Solution Development Company, an Idaho corporation ("Declarant").

RECITALS

1. Declarant is the owner of that certain real property legally described on Exhibit A attached hereto (the "Property").
2. Declarant currently intends to develop the Property (along with certain other real property which may be annexed into and made subject to this Declaration in accordance with Article XXVII) as a mixed use residential and commercial development that may be known as the "River District" in accordance with existing development approvals obtained from the City of Cascade or any other development plans for which Declarant may, from time to time, obtain approval. Certain portions of the Property may be developed for quality single-family residential homes, townhomes, patio homes, multi-family structures and commercial uses. The Property may also contain Common Area, which may be used for, among other things, private open space, park areas, landscaping, and other amenities and facilities. Declarant intends to create multiple Associations having responsibility for the governance of certain portions of the Property as hereinafter set forth, including the responsibility for operation and maintenance of certain portions of the Common Area and other systems and facilities. Any development plans or schemes for the Property 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 Property is to be developed or improved.
3. The purpose of this Declaration is to set forth basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the development and use of all or portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness to insure a well integrated, high-quality development, and to provide adequate maintenance of the Common Area and the Improvements located thereon in a cost effective and administratively efficient manner.
4. Declarant desires to subject the Property to the Restrictions for the benefit of the Property and its present and subsequent Owners as hereinafter specified, and will convey the Property subject thereto.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 1

NOW, THEREFORE, Declarant hereby declares that the Property (along with such other real property as may be made subject to this Declaration via a recorded Supplemental Declaration) shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property, and which shall run with the Property and be binding on all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each Owner thereof. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property 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 Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing, nor Declarant's right to change, at any time, how the Property is to be developed or improved.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ARTICLES" shall mean the articles of incorporation of an Association, as the same may be amended from time to time.

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 or any Supplemental Declaration.

Section 3. "ASSOCIATION" shall mean and refer to the Master Association, and/or a Local Association, whichever is appropriate in the context.

Section 4. "BOARD" shall mean and refer to the board of directors of the Master Association and/or a Local Association, whichever is appropriate in the context.

Section 5. "BYLAWS" shall mean the bylaws of an Association, as the same may be amended from time to time.

Section 6. "COMMON AREA" shall mean any or all real property in which an Association holds an interest or that is held or maintained by an Association for the mutual use and benefit of its members, including the Improvements located thereon. Common Area may include, without limitation, portions of the Property that are designated as private parking areas, common open space, and wildlife habitat, storage facilities, recreational facilities, and other amenities and facilities, any personal property held by the benefit of an Association, and may include easement, license, lease, and other use rights. Common Area may be established from time to time by Declarant on any portion of the Property by describing such area in this Declaration, on a recorded Plat or Supplemental Declaration, or by granting or reserving it in a recorded deed or other instrument. Declarant hereby establishes the following Common Area:

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 2

1/6/23
t6127716_11

MASTER ASSOCIATION COMMON AREA: Common Lots A, B, C, D, and J of River District Planned Unit Development – Phase I, according to the official plat thereof, records of Valley County, Idaho.

COMMERCIAL ASSOCIATION COMMON AREA: (to be designated in one or more Supplemental Declarations).

MULTI-FAMILY ASSOCIATION COMMON AREA: (to be designated in one or more Supplemental Declarations).

RESIDENTIAL ASSOCIATION COMMON AREA: Common Lots E, F, G, H, and I of River District Planned Unit Development – Phase I, according to the official plat thereof, records of Valley County, Idaho.

If a Lot has been designated on a Plat or other recorded instrument as Common Area, then such Common Area shall be presumed to be Master Association Common Area unless or until Declarant designates the same as Commercial Association Common Area, Multi-Family Association Common Area, Residential Association Common Area, or some other type of Common Area hereinafter established by Declarant, in each event in a recorded Plat or Supplemental Declaration, or other recorded instrument.

Section 7. “DECLARANT” shall mean and refer to Mountain Solution Development Company, an Idaho corporation, its successors and, subject to the provisions of Article XVIII, Section 4, its assigns.

Section 8. “DECLARATION” shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions or a Supplemental Declaration applicable to the Property or any portion thereof recorded in the office of the County Recorder of Valley County, State of Idaho, as the same may be amended from time to time.

Section 9. “DEVELOPMENT AGREEMENT” shall mean and refer to that certain Development Agreement applicable to the Property recorded as Instrument No. 430579, records of Valley County, Idaho, as the same may be amended from time to time.

Section 10. “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 vehicular parking garage next thereto (if any), and all projections therefrom. A Dwelling Unit may be either attached to or detached from other Dwelling Units.

Section 11. “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 Property, including but not limited to buildings, fences (including electric or electronic containment fences), walls, decks, patios, patio covers, window awnings, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights,

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 3

1/6/23
16127716_11

mailboxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 12. "INITIAL DEVELOPMENT PERIOD" has the meaning ascribed to it in Article IV, Section 2.

Section 13. "LOCAL ASSOCIATION" shall mean and refer to any profit or not for profit Idaho corporation or unincorporated association, or the successors of any of them, organized and established by Declarant pursuant to the terms of this Declaration or a Supplemental Declaration. Declarant intends to create several Local Associations for the purpose of governing different portions of the Property, including without limitation the following:

"COMMERCIAL ASSOCIATION" shall mean and refer to: The River District Commercial Property Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

"MULTI-FAMILY ASSOCIATION" shall mean and refer to The River District Multi-Family Property Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

"RESIDENTIAL ASSOCIATION" shall mean and refer to The River District Residential Property Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 14. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision Plat of the Property. Different types of Lots may be established from time to time by Declarant on any portion of the Property by describing such types of Lots in this Declaration, on a recorded Plat or Supplemental Declaration, or other recorded instrument. Declarant hereby establishes the following types of Lots:

COMMERCIAL LOTS: Lots 5 and 6 in Block 1, and Lots 1 through 5 in Block 2 of the River District Planned Unit Development – Phase 1, according to the official plat thereof, records of Valley County, Idaho.

MULTI-FAMILY LOTS: Lots 1 through 4 in Block 1 of the River District Planned Unit Development – Phase 1, according to the official plat thereof, records of Valley County, Idaho.

RESIDENTIAL LOTS: Lots 6 through 29 in Block 2, and Lots 1 through 14 in Block 3 of the River District Planned Unit Development – Phase 1, according to the official plat thereof, records of Valley County, Idaho.

Declarant may designate additional Commercial Lots, Multi-Family Lots, and/or Residential Lots on a recorded Plat or Supplemental Declaration, or other recorded instrument.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 4

1/6/23
16127716_11

Section 15. "MASTER ASSOCIATION" shall mean and refer to The River District Master Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 16. "OWNER" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Different categories of Owners may be established from time to time by Declarant on by describing such types of categories in this Declaration, on a recorded Plat or Supplemental Declaration, or other recorded instrument. Declarant hereby establishes the following categories of Owner:

"COMMERCIAL OWNER" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Commercial Lot.

"MULTI-FAMILY OWNER" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Multi-Family Lot.

"RESIDENTIAL OWNER" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to any Residential Lot.

Section 17. "PERSON" shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Declarant.

Section 18. "PLAT" shall mean any subdivision plat covering any portion of the Property as recorded at the Office of the County Recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereof.

Section 19. "PROPERTY" shall mean and refer to that certain real property described in Recital A above, together with any additional real property which is annexed into the Property pursuant to the provisions of Article XVII, below.

Section 20. "SUPPLEMENTAL DECLARATION" shall mean any additional declaration of covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

ARTICLE II: PROPERTY RIGHTS; RESERVATION OF RIGHTS

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

A. The right of an Association to levy reasonable Assessments for the maintenance of the Common Area and any Improvements or facilities located thereon as set forth herein below.

B. The right of an Association to suspend the right of an Owner to use of any Common Area owned by the Association for any period during which any Assessment against such Owner's Lot remains unpaid.

C. The rights of an Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed without the approval of two-thirds (2/3) of the votes of members who are entitled to vote and who are voting in person or by proxy at a meeting duly held for this purpose, and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of Owners to and from their Lots.

D. The right of an 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 members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the approval of two-thirds (2/3) of the votes of members who are entitled to vote and who are voting in person or by proxy at a meeting duly held for this purpose.

E. The right of the Board of an Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of that Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said Property, including without being limited thereto, rules restricting individuals under or over designated ages from using certain portions of the Common Area during certain times and reasonable regulations and restrictions regarding vehicle parking.

F. The right of the general public to use certain trails and pathways in the Common Area, as required by the Development Agreement, subject to the right of the Board of an Association to promulgate reasonable rules and regulations governing such right of use, including, without limitation, such rules and regulations which are applicable to use by Owners, reasonable limitations on the conduct of such users, the time of day such use may be exercised, the location of access to the trails and pathways, the parking of motor vehicles while using the trails and pathways, and any other similar such restrictions and limitations designed to protect the Common Area and the property and privacy of the Owners.

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

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

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 6

1/6/23
16127716_11

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 streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns;

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, 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 Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other items necessary for all such services, provided that any installation, maintenance or repair of such lines, wires, pipes, pumps, water wells, facilities, and other necessary items shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the performance of such 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 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, unit or Improvements within the Property;
4. Display of signs and flags to aid in the sale of any unsold Lots and Dwelling Units, or all or part of the Property;
5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;

D. Itself, all right, title and interest in and to any and all water rights and all entitlements to receive water that have been placed to beneficial use upon the Property or are appurtenant to or associated with the Property, including, without limitation, all licenses, permits, claims, permit applications, and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline, which such rights may be assigned to the Master Association pursuant to this Declaration.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 7

1/6/23
16127716_11

Section 4. Right to Amend Declaration: Declarant reserves the right to amend this Declaration in accordance with the provisions of Article XVIII, 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 Property 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 extend any roadways located on the Property to and through adjoining properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Any development plans or schemes for the Property 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 Property is to be developed or improved. Each Owner of any Lot, by acceptance of a deed therefore from or through Declarant (whether or not it shall be so expressed in such deed), is deemed to covenant and agree that (i) any development plans or schemes for the Property 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 Property is to be developed or improved, (ii) Declarant or Declarant's successors may subdivide or develop Declarant's property which adjoins or is proximate to the Property, which such development may be of a higher or lower density than the Property and may include uses other than those permitted in the Property and extend any roadways located on the Property to and through any such adjoining or proximate property, and (iii) no Owner will directly or indirectly oppose Declarant's efforts to obtain governmental approvals for any such proposed development, nor shall any Owner lend any support or assistance to any other Persons that may oppose or seek to oppose Declarant's proposed development.

IN FURTHERANCE OF THE FORGOING, DECLARANT HEREBY DISCLOSES TO ALL OWNERS THAT THE COLLECTOR ROAD WHICH RUNS THROUGH THE PROPERTY IN A GENERALLY NORTH-SOUTH DIRECTION MAY, SUBJECT TO THE APPROVAL OF THE APPLICABLE GOVERNING AUTHORITIES, POTENTIALLY PROVIDE A BYPASS ROUTE FOR STATE HIGHWAY 55. THE OWNER OF ANY LOT, BY ACCEPTANCE OF A DEED TO SUCH LOT (WHETHER OR NOT IT SHALL BE SO EXPRESSED IN SUCH DEED), IS DEEMED TO COVENANT AND AGREE THAT SUCH OWNER WILL NOT DIRECTLY OR INDIRECTLY OPPOSE DECLARANT'S EFFORTS TO OBTAIN GOVERNMENTAL APPROVALS FOR ANY SUCH BYPASS ROUTE, NOR SHALL ANY OWNER LEND ANY SUPPORT OR ASSISTANCE TO ANY OTHER PERSONS OR ENTITIES THAT MAY OPPOSE OR SEEK TO OPPOSE ANY SUCH BYPASS ROUTE. IF AN OWNER BREACHES ITS OBLIGATIONS UNDER THIS SECTION, DECLARANT SHALL HAVE ALL RIGHTS AND REMEDIES AT LAW AND IN EQUITY AGAINST SUCH OWNER, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO ENJOIN THE OWNER FROM DIRECTLY OR INDIRECTLY OPPOSING ANY SUCH BYPASS ROUTE AND FROM LENDING THE OWNER'S SUPPORT OR ASSISTANCE TO ANY OTHER PERSONS OR ENTITIES THAT MAY OPPOSE OR SEEK TO OPPOSE ANY SUCH BYPASS ROUTE.

ARTICLE III: PROVISIONS APPLICABLE TO ALL ASSOCIATIONS

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 8

1/6/23
t6127716_11

Section 1. Management: The affairs of an Association shall be conducted by a Board and such officers as the Board may elect or appoint, in accordance with the Association's Articles and Bylaws, as the same may be amended from time to time.

Section 2. Liability of Board Members and Officers: Neither any member of the Board nor any officers of an 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.

Section 3. Powers of Associations: An 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 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 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 for which it has responsibility and the performance of other responsibilities set forth in this Declaration. Without intending to limit the foregoing, an 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 threatened breach of the Association's Articles and Bylaws, this Declaration or any rules or regulations adopted by the Board.
- C. The power to enforce fines 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.

Section 4. Duties of Associations: In addition to the duties delegated to it by the Association's Articles and Bylaws and this Declaration, without limiting the generality thereof, an 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. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas and Improvements located thereon for which it has

responsibility and any other operation, maintenance and repair obligations set forth in this Declaration or a Supplemental Declaration.

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

C. Maintenance of 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 5. General Provisions Respecting Assessments: Each Owner of any Lot, by acceptance of a deed to such Lot, is deemed (whether or not it shall be so expressed in such deed) to covenant and agree to pay to the Association(s) in which it is a member an Initiation Assessment, Transfer Assessments, Annual Assessments, Special Assessments and Limited Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided.

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Lot (from Declarant to a builder or Owner), at the closing of the sale thereof, the purchaser shall pay an "Initiation Assessment" to the Association(s) in which it is a member in such amounts as the Board of the Association shall determine from time to time. Upon each subsequent transfer of title to each Lot, at the closing of the sale thereof, the purchaser shall pay a "Transfer Assessment" to the Association(s) in which it is a member in such amounts as the Board of the Association shall determine from time to time. The proceeds of Initiation and Transfer Assessments shall be used for general Association purposes.

B. Annual Assessments: The "Annual Assessment" levied by an Association shall be used for the purpose of paying for and promoting the recreation, health, safety and welfare of the Association's members, for the operation, maintenance, repair and improvement of the Common Area for which the Association is made responsible pursuant to this Declaration or a Supplemental Declaration, and any Improvements located thereon, for the payment of all real and personal property taxes and assessments (if any) levied against the Common Area, for the payment of all other taxes, including income, revenue, and corporate taxes levied against the Association (if any), 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, any Supplemental Declaration, or in the Articles or Bylaws of the Association, and for any other purpose reasonably authorized by the Board.

C. Special Assessments: In addition to the Initiation and Annual Assessments authorized below, a Board may levy, in any assessment year, a "Special Assessment" applicable to that year only 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 other Improvement for which it is responsible, or for any unanticipated expenses or obligations of the Association, provided that any such Assessment intended to pay the cost of initial construction of any new facility or Improvement requires the affirmative vote of the members representing a

majority of the total voting power present at an annual or special meeting of the members at which a quorum is present. Any Special Assessment shall be payable over such a period as the applicable Board shall determine.

D. Limited Assessments: An Association shall have the power to incur expenses for the maintenance and repair of any Lot or Improvement for which it has responsibility, for the repair of damage to the Common Area for which it has responsibility caused by the negligence or willful misconduct of an Owner or the Owner's family, guests, invitees, agents, employees, or contractors, or for the correction of any violation of this Declaration occurring on property over which it has jurisdiction, 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 by the applicable Board to the responsible Owner. The applicable Board may 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 attorney's 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 fifteen (15) days of the date written notice thereof is delivered to the responsible Owner. In addition, an Association shall have the power to levy a Limited Assessment against one or more Owners, but less than all Owners, for the purpose of paying costs and expenses for goods or services provided to those Owner or Owners being assessed, where such goods and services do not benefit or were not provided to all Owners. 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: The Initiation, Transfer, Annual and Special Assessments for each Association must be fixed at a uniform rate for each category of Lots, excepting those Lots which are exempt from Assessment as set forth in paragraph I, below. The Assessments shall be due at such times and in such installments as the Board shall determine in its reasonable discretion.

F. Creation of Lien and Personal Obligation of Assessments: The Initiation, Transfer, Annual, Special and Limited Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge and continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot 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 bear interest from the due date until the date paid in full at the lesser of the maximum rate allowed by law or the rate of eighteen percent (18%) per annum (the "Default Rate"). The applicable Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. In addition, the Association may suspend the voting rights of an Owner for any period during which any Assessment against the Owner's Lot remains unpaid. No Owner may waive or otherwise

escape liability for the Assessments provided for herein by non-use of the Common Area, non-use of the irrigation water supply system or the sale or abandonment of the Owner's Lot.

H. Certificate of Payment: An Association shall, upon demand, and if allowed by applicable law for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot 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.

I. Exempt Lots and Property: Only platted Lots are subject to Assessments. However, all Lots or other property expressly dedicated to and accepted by a local public authority and all Lots or other property owned by an Association shall be exempt from the Assessments created herein. In addition, for the first three (3) years following the date Assessments are first levied against the Owners of Lots established by a particular Plat (i.e. on a Plat by Plat basis), Declarant shall not be assessed any Annual Assessments for each Lot within such Plat that is owned by Declarant. However, during such three (3) year period, Declarant shall pay an amount equal to the lesser of: (i) the actual operating expense shortfall of the Association (the "Shortfall"); or (ii) the Annual Assessments multiplied by the total number of Lots owned by Declarant within such Plat on the date Annual Assessments are assessed against the Owners of the Lots within the Plat (the "Shortfall Payment"). If there remains a shortfall after Declarant's Shortfall Payment, then the Owners may be subject to a Special Assessment to cover the remaining shortfall. Declarant's Shortfall Payment shall end three (3) years after the date assessments begin, on a Plat by Plat basis. Thereafter, Declarant shall be assessed Annual Assessments for each Lot of which Declarant is an Owner within such Plat.

J. Master Association in Lieu of Local Associations. Unless and until a particular Local Association is formed, the Master Association shall exercise all rights and perform all duties of the Local Association hereunder, and the Master Association shall levy a Limited Assessment against the applicable Owners in connection with the exercise of such rights and performance of such duties. By way of example and not by limitation, unless and until Commercial Association is formed, the Master Association shall: (i) exercise all rights of the Commercial Association under this Declaration, (ii) perform all duties of the Commercial Association under this Declaration, and (iii) shall levy a Limited Assessment against the Commercial Owners in connection with the exercise of such rights and performance of such duties.

ARTICLE IV: MASTER ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to this Declaration shall be a member of the Master Association. The foregoing is not intended to include Persons 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 Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a Person becoming the Owner of a Lot and shall automatically terminate and lapse when such ownership shall terminate or be transferred.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 12

1/6/23
16127716_11

Section 2. Voting Rights: The Master Association shall have two classes of membership as follows:

CLASS A MEMBERS: "Class A Members" will be the Owners of the Lots, excluding the Class B Member until the Class B Member Termination Date. Prior to the Class B Member Termination Date, Class A Members are not entitled to vote. At all meetings of the Master Association after the Class B Member Termination Date, each Class A Member will be entitled to one (1) vote for each Lot owned by such member, and when more than one (1) Person holds an interest in a Lot, all such Persons shall be Class A Members and 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 Lot. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Lot.

CLASS B MEMBER: The "Class B Member" is Declarant, who will be the sole voting member of the Master Association entitled to vote the collective and total voting power of the Master Association for the period commencing on the Effective Date through and including the Class B Member Termination Date (the "Initial Development Period"). The Class B Member will cease to exist (subject to reinstatement as provided below) as the Class B Member on the date Declarant informs the Board in writing that Declarant no longer wishes to exercise its rights as the Class B Member (the "Class B Member Termination Date"), at which time Declarant will nevertheless continue to exist as a beneficiary of this Declaration, and as a Class A Member if Declarant owns any Lots on such date.

Notwithstanding the foregoing, if, pursuant to the provisions of Article XVII of this Declaration, any additional real property shall be annexed into the Property after the Class B Termination Date has already occurred, then: (i) the Class B membership shall not be deemed to have terminated pursuant to the provisions above, and (ii) the Class B membership and voting rights attendant thereto shall be deemed reinstated.

Section 3. Assessments: In addition to the Special and Limited Assessments described above, the Master Association is authorized to levy an Initiation Assessment, Transfer Assessments and Annual Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Lot (from Declarant to a builder or Owner), at the closing of the sale thereof, the purchaser shall pay an Initiation Assessment to the Master Association in such amount as the Board of the Master Association may determine from time to time. Upon each subsequent transfer of title to each Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Master Association in such amount as the Board of the Master Association may determine from time to time. The proceeds of Initiation and Transfer Assessments shall be used for general Master Association purposes.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 13

1/6/23
16127716_11

B. Annual Assessments: In addition to the purposes set forth in Article III, Section 5, paragraph B, the Annual Assessment levied by the Master Association shall be used for the purpose of paying the reasonable expenses incurred in the operation, maintenance, repair and replacement of the Irrigation Water Supply System (as defined in Article VIII). In addition to the Initiation Assessment or Transfer set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable at the closing of the initial sale by Declarant of each Lot by the purchaser thereof. The Master Association Board shall fix the amount of the Annual Assessment against each Lot by December 1 of each year. The Annual Assessment shall be payable to the Master Association without demand in installments at such intervals as may be determined by the Master Association Board. The due dates shall be established by the Master Association Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Master Association 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 by the Master Association Board.

Section 4. Maintenance Responsibilities: The Master Association shall be responsible to provide for the operation, maintenance, repair and replacement of the (a) the Common Areas and any Improvements located thereon which are described herein or in a Supplemental Declaration as being the Master Association's responsibility, including, without limitation any landscaping, sprinkler irrigation facilities, sidewalks, pathways, and lighting located thereon, (b) the Irrigation Water Supply System as set forth in Article VIII, below, (c) snow maintenance and removal as set forth in the following Section 5; and (d) any other Improvement or element of the Property described herein as being the said Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas shall include responsibility for watering, fertilizing, pruning or trimming the same as needed to maintain them in a healthy condition, reasonably free from weeds and other noxious plant materials. It shall also include responsibility for removal and replacement of diseased or dead landscape plantings, trees and lawn areas. The costs and expenses incurred by the Master Association in performing its responsibilities contained herein shall be paid from the Assessments levied by the Master Association. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or the Owner's family, guests, invitees, tenants, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as a Limited Assessment. Declarant hereby grants and conveys to the Master Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the said Association.

Section 5. Snow Removal: Declarant is a party to the Development Agreement (as successor-in-interest to the "Developer" thereunder), which requires Declarant to provide snow maintenance and removal for all public streets in each phase of development of the Property until one year after fifty percent (50%) of the Lots in each such phase of the Property have received a building permit in order to assist the City with the maintenance costs of such streets before tax revenues for such streets are being assessed (such duties hereinafter being referred to as "Snow Removal"). Declarant hereby assigns to the Master Association Declarant's Snow Removal duties

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 14

1/6/23
16127716_11

and obligations under the Development Agreement and the Master Association hereby assumes all such duties and obligations and agrees to perform the same from and after the date the Effective Date. In furtherance of the foregoing, the Master 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 City for such purposes.

ARTICLE V: LOCAL ASSOCIATIONS

Section 1. Creation by Declarant: In addition to the creation of the Master Association for the purposes set forth herein above, Declarant intends to create several Local Associations for the purpose of governing different portions of the Property, some of which are set forth herein below, and some of which may be created by means of a Supplemental Declaration or by means of separate instruments. Declarant may, in its discretion, create Local Associations as profit or nonprofit corporations under the laws of the State of Idaho or may create such Local Associations as any unincorporated entity which Declarant deems appropriate.

Section 2. Management, Powers and Duties: Each Local Association shall be managed in the manner specified herein or in the applicable Supplemental Declaration or other instrument and/or in the Articles and the Bylaws of the Local Association, and shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions, including levying Assessments, adopting rules and regulations, granting easements, managing property, paying expenses, taxes, assessments, utility charges, consulting fees and insurance premiums as are provided for herein for the Master Association, except as modified herein or by a Supplemental Declaration. The board members, officers, managers and Declarant shall be free of personal liability as to the Local Association in the same manner as described herein with respect to the Master Association.

Section 3. Membership: Where a Local Association is created, the members thereof shall be all the Owners of Lots, including Declarant, in the respective Property designated herein or in the applicable Supplemental Declaration or other instrument. Memberships may be transferred only as provided for memberships in the Master Association.

Section 4. Voting Rights: The members of each Local Association shall have such voting rights as may be specified herein or in the applicable Supplemental Declaration or other instrument and/or in the Articles and the Bylaws of the Local Association.

ARTICLE VI: COMMERCIAL ASSOCIATION

Section 1. Membership: Every Owner of any Commercial Lot shall, in addition to being a member of the Master Association, also be a member of the Commercial Association. The foregoing is not intended to include Persons holding an interest merely as security for the payment

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 15

1/6/23
16127716_11

of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Commercial Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a Person becoming the Owner of a Commercial Lot and shall automatically terminate and lapse when such ownership shall terminate or be transferred.

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

CLASS A MEMBERS: "Class A Members" will be the Owners of the Commercial Lots, excluding the Class B Member until the Class B Member Termination Date. Prior to the Class B Member Termination Date, Class A Members are not entitled to vote. At all meetings of the Commercial Association after the Class B Member Termination Date, each Class A Member will be entitled to one (1) vote for each Commercial Lot owned by such member, and when more than one (1) Person holds an interest in a Commercial Lot, all such Persons shall be Class A Members and the vote for such Commercial Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Commercial Lot.

CLASS B MEMBER: The "Class B Member" is Declarant, who will be the sole voting member of the Commercial Association entitled to vote the collective and total voting power of the Commercial Association for the period commencing on the Effective Date through and including the Class B Member Termination Date (the "Initial Development Period"). The Class B Member will cease to exist (subject to reinstatement as provided below) as the Class B Member on the date Declarant informs the Board in writing that Declarant no longer wishes to exercise its rights as the Class B Member (the "Class B Member Termination Date"), at which time Declarant will nevertheless continue to exist as a beneficiary of this Declaration, and as a Class A Member if Declarant owns any Commercial Lots on such date.

Notwithstanding the foregoing, if, pursuant to the provisions of Article XVII of this Declaration, any additional real property shall be annexed into the Property after the Class B Termination Date has already occurred, then: (i) the Class B membership shall not be deemed to have terminated pursuant to the provisions above, and (ii) the Class B membership and voting rights attendant thereto shall be deemed reinstated.

Section 3. Assessments: In addition to the Special and Limited Assessments described above, the Commercial Association is authorized to levy an Initiation Assessment, Transfer Assessments and Annual Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided:

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Commercial Lot (from Declarant to a builder or Owner), at the closing of the sale thereof, the purchaser shall pay an Initiation Assessment to the Commercial Association in such amount as the

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 16

1/6/23
16127716_11

Board of the Commercial Association may determine from time to time. Upon each subsequent transfer of title to each Commercial Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Commercial Association in in such amount as the Board of the Commercial Association may determine from time to time. The proceeds of Initiation and Transfer Assessments shall be used for general Commercial Association purposes.

B. Annual Assessments: In addition to the purposes set forth in Article III, Section 5, paragraph B, the Annual Assessment levied by the Commercial Association shall be used for the purpose of paying the reasonable expenses incurred in the operation, maintenance, repair and replacement of the those portions of the Common Area that are designated as being the responsibility of the Commercial Association. In addition to the Initiation Assessment set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable at the closing of the initial sale by Declarant of each Commercial Lot by the purchaser thereof. The Commercial Association Board shall fix the amount of the Annual Assessment against each Commercial Lot by December 1 of each year. The Annual Assessment shall be payable to the Commercial Association without demand in installments at such intervals as may be determined by the Board. The due dates shall be established by the Commercial Association Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Commercial Association 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 by the Commercial Association Board.

Section 4. Maintenance Responsibilities: The Commercial Association shall be responsible to provide for the operation, maintenance, repair and replacement of (a) the Common Areas and any Improvements located thereon which are described herein or in a Supplemental Declaration as being the Commercial Association's responsibility, including, without limitation any landscaping, sprinkler irrigation facilities, sidewalks, pathways, and lighting located thereon, and (b) any other Improvement or element of the Property described herein or in a Supplemental Declaration as being the Commercial Association's responsibility. Responsibility for maintenance of landscape plantings, trees and lawn areas shall include responsibility for watering, fertilizing, pruning or trimming the same as needed to maintain them in a healthy condition, free from weeds and other noxious plant materials. It shall also include responsibility for removal and replacement of diseased or dead plantings, trees and lawn areas. The costs and expenses incurred by the Commercial Association in performing its responsibilities contained herein shall be paid from the Assessments levied by the Commercial Association. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or the Owner's family, guests, invitees, tenants, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner a Limited Assessment. Declarant hereby grants and conveys to the Commercial Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Commercial Association.

ARTICLE VII: MULTI-FAMILY RESIDENTIAL ASSOCIATION

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 17

1/6/23
16127716_11

Section 1. Membership: Every Owner of any Multi-Family Lot shall, in addition to being a member of the Master Association, also be a member of the Multi-Family Association. The foregoing is not intended to include Persons holding 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 Multi-Family Lot. Such ownership shall be the sole qualification for membership and shall automatically commence upon a Person becoming the Owner of a Multi-Family Lot and shall automatically terminate and lapse when such ownership shall terminate or be transferred.

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

CLASS A MEMBERS: "Class A Members" will be the Owners of the Multi-Family Lots, excluding the Class B Member until the Class B Member Termination Date. Prior to the Class B Member Termination Date, Class A Members are not entitled to vote. At all meetings of the Multi-Family Association after the Class B Member Termination Date, each Class A Member will be entitled to one (1) vote for each Multi-Family Lot owned by such member, and when more than one (1) Person holds an interest in a Multi-Family Lot, all such Persons shall be Class A Members and the vote for such Multi-Family Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event such Persons are unable to agree among themselves on any matter put to a vote as to how the vote shall be cast, such Persons shall not be entitled to vote on the matter in question. If only one such Person casts a vote, it will thereafter be conclusively presumed for all purposes that such Person was acting with the authority and consent of all other co-Owners of such Multi-Family Lot.

CLASS B MEMBER: The "Class B Member" is Declarant, who will be the sole voting member of the Multi-Family Association entitled to vote the collective and total voting power of the Multi-Family Association for the period commencing on the Effective Date through and including the Class B Member Termination Date (the "Initial Development Period"). The Class B Member will cease to exist (subject to reinstatement as provided below) as the Class B Member on the date Declarant informs the Board in writing that Declarant no longer wishes to exercise its rights as the Class B Member (the "Class B Member Termination Date"), at which time Declarant will nevertheless continue to exist as a beneficiary of this Declaration, and as a Class A Member if Declarant owns any Multi-Family Lots on such date.

Notwithstanding the foregoing, if, pursuant to the provisions of Article XVII of this Declaration, any additional real property shall be annexed into the Property after the Class B Termination Date has already occurred, then: (i) the Class B membership shall not be deemed to have terminated pursuant to the provisions above, and (ii) the Class B membership and voting rights attendant thereto shall be deemed reinstated.

Section 3. Assessments: In addition to the Special and Limited Assessments described above, the Multi-Family Association is authorized to levy an Initiation Assessment, Transfer Assessments and Annual Assessments, such Assessments to be fixed, established and collected from time to time as hereinafter provided:

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 18

1/6/23
16127716_11

A. Initiation and Transfer Assessments: Upon the initial conveyance of each Multi-Family Lot (from Declarant to a builder or Owner), at the closing of the sale thereof, the purchaser shall pay an Initiation Assessment to the Multi-Family Association in such amount as the Board of the Multi-Family Association may determine from time to time. Upon each subsequent transfer of title to each Multi-Family Lot, at the closing of the sale thereof, the purchaser shall pay a Transfer Assessment to the Multi-Family Association in such amount as the Board of the Multi-Family Association may determine from time to time. The proceeds of Initiation and Transfer Assessments shall be used for general Multi-Family Association purposes.

B. Annual Assessments: In addition to the purposes set forth in Article III, Section 5, paragraph B, the Annual Assessment levied by the Multi-Family Association shall be used for the purpose of paying the reasonable expenses incurred in the operation, maintenance, repair and replacement of the Common Driveway and Parking Area (as defined in Article X) located on the Multi-Family Lots. In addition to the Initiation Assessment set forth above, the then current Annual Assessment, adjusted according to the number of months remaining in the calendar year, shall be payable at the closing of the initial sale by Declarant of each Multi-Family Lot by the purchaser thereof. The Multi-Family Association Board shall fix the amount of the Annual Assessment against each Multi-Family Lot by December 1 of each year. The Annual Assessment shall be payable to the Multi-Family Association without demand in installments at such intervals as may be determined by the Board. The due dates shall be established by the Multi-Family Association Board and if not so established, such Assessment shall be due on January 1 of each calendar year. Failure of the Multi-Family Association 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 by the Multi-Family Association Board.

Section 4. Maintenance Responsibilities: The Multi-Family Association shall be responsible to provide for the operation, maintenance, repair and replacement of (a) the Common Areas and any Improvements located thereon which are described herein or in a Supplemental Declaration as being the Multi-Family Association's responsibility, including, without limitation any landscaping, sprinkler irrigation facilities, sidewalks, pathways, and lighting located thereon, (b) the Common Driveway and Parking Area together with any associated directional signage, drainage facilities, sidewalks, pathways, lighting, landscaping, sprinkler irrigation facilities, benches, and other Improvements located thereon, and (c) any other Improvement or element of the Property described herein or in a Supplemental Declaration as being the said Association's responsibility. Maintenance of the Common Driveway and Parking Area shall include the maintenance, repair and replacement of the surface and subsurface of thereof, as necessary, to maintain it in a level, smooth and evenly covered, first-class condition so as to provide for safe traffic flow, removal therefrom of rubbish, debris, ice, snow and other hazards to Persons using it, and sweeping paved areas as necessary. Responsibility for maintenance of landscape plantings, trees and lawn areas shall include responsibility for watering, fertilizing, pruning or trimming the same as needed to maintain them in a healthy condition, free from weeds and other noxious plant materials. It shall also include responsibility for removal and replacement of diseased or dead

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 19

1/6/23
16127716_11

landscape plantings, trees and lawn areas. The costs and expenses incurred by the Multi-Family Association in performing its responsibilities contained herein shall be paid from the Assessments levied by the Multi-Family Association. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner or the Owner's family, guests, invitees, tenants, employees, agents or contractors the costs of such maintenance or repairs shall be assessed to such Owner as a Limited Assessment. Declarant hereby grants and conveys to the Multi-Family Association an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Multi-Family Association.

ARTICLE VIII: IRRIGATION WATER SUPPLY SYSTEM

All Lots and Common Areas to which delivery of irrigation water is feasible in the Declarant's discretion, shall have access to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Master Association for the benefit of the Associations, Declarant and Lot Owners served thereby, 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 as may from time to time be adopted by the Board of the Master Association. The Master Association shall regulate the use of water to conserve its availability for Lots and for the Common Areas and may establish a water rotation for the Common Areas and each Lot. The irrigation water supplied through the Irrigation Water Supply System is derived from surface and groundwater and is subject to variability and availability from year to year, and generally only from approximately mid-April through mid-October of each year.

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

C. The Master Association shall be responsible for the operation, maintenance, repair and replacement of the Irrigation Water Supply System up to the stub provided to each Lot served thereby. The cost of performing the Master Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied by said Association against all Lots. The cost of performing the Master Association's duties hereunder may be levied equally among the Lots or may be apportioned among the Lots by some other method which reasonably allocates such costs among the Lots by relative usage, as may be determined by and in the reasonable discretion of the Board of the Master Association. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on a Lot from and beyond the said stub.

D. Water from the Irrigation Water Supply System is non-potable and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant and the Master Association have no control. Each Owner shall be responsible to insure the irrigation water used on the Owner's Lot is not consumed by any person or used for culinary purposes.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 20

1/6/23
16127716_11

E. Any Owner desiring to connect an alternate source of irrigation water to the irrigation system on the Owner's Lot shall be responsible for the cost thereof (both for the connection and the water) and have a backflow prevention device installed to prevent the alternate source from being contaminated with non-potable irrigation water, in accordance with applicable law.

F. Declarant hereby reserves to itself all water rights appurtenant to the Property. Accordingly, no Owner shall have any right, title or interest in any of such water or water rights.

G. Declarant reserves the right to make any reconfiguration of any portion of the irrigation water supply system which it determines, in its own discretion, to be necessary, expedient or desirable.

ARTICLE IX: STORM WATER DRAINAGE AND RETENTION SYSTEMS

Section 1. Public System: The City of Cascade may be granted certain storm water, drainage, overflow and retention easements over those Lots and/or Common Areas on which Declarant has constructed storm water retention facilities to be owned, operated and maintained as set forth in such easements or as specified in the applicable operation and maintenance manual therefor. The provisions of this Section shall be implemented by, and the maintenance responsibilities set forth in, a Supplemental Declaration applicable to that portion of the Property in which any such easements are located.

Section 2. Private System: Declarant may construct certain private storm water drainage and retention facilities to be owned and operated by the Master Association as specified in the applicable operation and maintenance manual therefor. The provisions of this Section shall be implemented by, and the maintenance responsibilities set forth in, a Supplemental Declaration applicable to that portion of the Property in which any such facilities are located.

ARTICLE X: STREETS AND DRIVES:

Section 1. [Intentionally Omitted]:

Section 2. Common Driveway and Parking Area for Multifamily Lots: Vehicular access to the Multi-Family Lots shall be provided by a common driveway and parking area to be constructed on a portions of the Multi-Family Lots as generally depicted on the Plat(s) for the Multi-Family Lots (the "Common Driveway and Parking Area"). Declarant hereby grants and conveys for the benefit of the Multi-Family Lots a permanent cross easement across the Common Driveway and Parking Area, providing perpetual and indefeasible vehicular and pedestrian ingress and egress to, and vehicular parking on, each such Multi-Family Lot. It is the intent of the Declarant that the easements so created shall run with the Multi-Family Lots and not be sold or conveyed separately from the Multi-Family Lots taking access over them. The perpetual right of ingress and egress over and upon said Common Driveway and Parking Area may not be terminated nor extinguished without the written consent of the Multi-Family Association, the Declarant for so long as it owns any Lot subject to this Declaration, and all Owners of the Multi-Family Lots.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 21

1/6/23
16127716_11

Parking of motor vehicles on the Common Driveway and Parking Area 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 XIII, Section 3, paragraph E, below. The Multi-Family Association shall be responsible for the year-round operation, maintenance and repair, including snow removal, of the Common Driveway and Parking Area, together with any associated storm drainage facilities. The cost of performing the Multi-Family Association's duties hereunder shall be included in the Annual and Special Assessments, as applicable, levied by said Association against all Multi-Family Lots. The provisions of this Section 2 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 Multi-Family Lot.

Section 3. [Intentionally Omitted].

ARTICLE XI: EASEMENTS AND LICENSES

Section 1. Drainage and Utility Easements: This Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities and easements that are set forth on any Plat, or as may be required for the development of the Property. 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 Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property to a purchaser.

Section 2. Improvement of Drainage and Utility Easement Areas: The Owners of Lots are hereby restricted and enjoined from constructing any Improvements in or upon any borrow ditches located on such Owner's Lot or in the street right of way adjacent to the Owner's Lot or any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the such borrow ditches or easement from being used for their intended purpose.

Section 3. Future Easements: An Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as may be reasonably necessary to serve the interests and convenience of the Owners of the property served by that Association for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eaves and balcony overhangs.

Section 4. Encroachments: In the event that, by reason of the construction, settlement or shifting of an Improvement, any part of any Improvement or drainage water from any Lot or Improvement encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Improvement, so long as all or any part of the Improvement shall remain standing; provided, however, that in no event

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 22

1/6/23
16127716_11

shall a valid easement for any encroachment or use of the Common Area or adjacent Improvement be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 5. Easement for Maintenance: The Declarant and any Association shall have a permanent easement to go upon the privately owned property of Owners (but not inside any Dwelling Unit) served by that Association to perform maintenance upon the Property, the Common Area, any storm water drainage and retention systems, which maintenance shall include, but not be limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

Section 6. Easement for Irrigation Water Supply System: The Declarant hereby reserves to itself and its agents, contractors, subcontractors and employees, successors and assigns, and grants to the Master Association and its agents, contractors, subcontractors and employees, successors and assigns a permanent easement for the construction, operation, maintenance and repair of the Irrigation Water Supply System and related pumps, pipes, and any other conveyancing apparatus in the utility, drainage and irrigation easements as depicted, described or set forth on any Plat.

Section 7. Licenses: Declarant, as "Licensee", may enter into license agreements with utility providers, governmental and quasi-governmental entities, irrigation and/or drainage districts, or other like entities (collectively a "Licensor") which permit the Declarant to construct and install certain improvements on Licensor's property or in Licensor's right-of-way in or adjacent to the Property, subject to the terms and conditions stated therein. Among other requirements, a License may require the Declarant to maintain all improvements constructed and installed pursuant to a License, to remove, relocate and/or modify the improvements if Licensor so requires, and to hold harmless and defend Licensor against all claims arising out of Declarant's use of the licensed premises or Declarant's failure to comply with the terms of the License. If such a License is granted, Declarant shall have the right, power and authority to assign to an Association all of Declarant's rights, duties and obligations under the License, and such Association shall assume and perform all such rights, duties and obligations from and after the date of any such assignment. The provisions of this Section shall be implemented by, and the Association's obligations shall be set forth in, a Supplemental Declaration applicable to that portion of the Property in which any such facilities are located. 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 a Licensor for such purposes.

ARTICLE XII: MAINTENANCE RESPONSIBILITY OF OWNERS

Section 1. Maintenance by Owner. Except to the extent otherwise provided in this Declaration or in a Supplemental Declaration, each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of all Improvements located on such Owner's Lot, including, without limitation any Dwelling Unit, Multi-Family structure, or Commercial structure, as the case may be, and any private decks, fences, patios, courtyards, landscaping, lawn, parking areas on such Owner's Lot, and any borrow ditches located on such Owner's Lot or in the street right of way adjacent to the Owner's Lot. Prior to the construction of Improvements thereon, each Owner shall be responsible to keep the Owner's Lot in a neat and aesthetically pleasing condition, reasonably free of weeds, other noxious plant materials, rubbish and debris, and such responsibility shall include the obligation to periodically mow, trim, and weed as reasonably necessary. In the event of damage or destruction of an Improvement by fire or other casualty, the Owner must complete repair and/or replacement of the Improvement within one hundred twenty (120) days of the damage or destruction.

Section 2. Failure of Owner to Maintain. In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Master Association or the applicable Local Association shall have the power to enter on to said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that the Board of the applicable Association shall have delivered to such Owner written notice at least seven (7) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by the Association in performing such maintenance or repairs, together with interest thereon at the Default Rate from the date of expenditure until the date paid in full, shall be levied as a Limited Assessment.

ARTICLE XIII: PROPERTY USE RESTRICTIONS

Section 1. Restrictions Applicable to All Property: The following restrictions shall be applicable to the Property and shall be for the benefit of and limitations upon all present and future Owners of the Property, or of any interest therein:

A. Setbacks: No Improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for in the Development Agreement or as otherwise permitted by the City of Cascade.

B. Flood Regulations: All Improvements shall be designed and constructed in conformance with the requirements of the flood damage prevention regulations of the City of Cascade, Idaho.

C. Animals: Except as is set forth in a Supplemental Declaration applicable to any portion of the Property, no animals, livestock or poultry of any kind shall be raised, bred or kept on

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 24

1/6/23
16127716_11

any part of the Property, except that two dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the Architectural Control Committee (as defined in Article XIV). Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal'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. All Owners are hereby advised that the Property is bordered by private and public grazing lands and that dogs leaving the Property and harassing livestock may be killed as provided by law.

D. Garbage and Refuse Disposal: No part of the Property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the Property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.

E. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other portion of the Property. No exposed antennae or satellite dishes shall be erected on the Property without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion.

F. Residing in Vehicles and 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 the Property.

G. Parking: Any vehicle awaiting repair or being repaired shall be removed from the Property within 48 hours.

H. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement.

I. Grading and Drainage: Each Owner shall be responsible to insure that the finish grade and elevation of the Owner's 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 Property. 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.

J. Maintenance During Construction: The following requirements shall apply during

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 25

1/6/23
16127716_11

the construction of any Improvements on a Lot:

1. All job sites are to be kept as clean as possible during construction. A receptacle for trash and debris shall be located on the subject Lot and shall not be overfilled nor shall debris be permitted to be blown by wind, tracked by vehicles or otherwise be permitted to accumulate on the subject Lot or on surrounding Lots or Common Areas. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily.
2. Vehicles belonging to workmen or used in the construction of the Improvements on a Lot shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets.
3. Utilities, including power and water, shall not be taken from any other Lot without the approval from the Owner thereof.
4. All contractors and subcontractors shall be prohibited from keeping dogs at the job site.
5. Each Owner shall be responsible to repair any damage which may occur during the construction of any Improvements to any road, mailbox, utility facility or other onsite or offsite improvement caused by the Owner or the Owner's agents or contractors.

In the event an Owner or an Owner's agent or contractor shall fail or refuse to comply with the maintenance requirements of this Section, the Declarant or an Association may take such remedial action as it deems appropriate, including but not limited to the cleanup of the Lot and surrounding areas, the costs of which may be added to and become a part of the Assessment to which such Owner's Lot is subject.

K. Leasing Restrictions: Any lease (as defined in this paragraph) between an Owner and the Owner's tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. The Owner must give each tenant a copy of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association. The Owner shall be responsible for any violations by the Owner's tenants of this Declaration, the Association's Bylaws and any rules and regulations adopted by the Association and shall be solely responsible for either correcting or eliminating such violations. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of any portion of the Property or any building or portion thereof located on the Property (including a month-to-month rental agreement); and all such leases shall be in writing.

L. Compliance with Development Agreement: All Lots and Improvements constructed thereon must comply with the applicable provisions of the Development Agreement and all applicable governmental rules, ordinances, laws, statutes and regulations.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 26

1/6/23
16127716_11

M. Wood Burning Stoves and Fireplaces: All wood burning stoves and fireplaces shall be high efficiency, low emitting CO2 types so as to minimize air pollution.

Section 2. Restrictions Applicable to Residential Lots: In addition to the provisions of Section 1, above, the following restrictions shall be applicable to all Residential Lots and associated Common Areas and shall be for the benefit of and limitations upon all present and future Owners of the Property, or of any interest therein:

A. Lot Use: All Residential Lots (except Common Area Lots) will be used exclusively for residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations (as defined below) permitted pursuant to this Section, no Residential Lot will be used at any time for any trade, craft, business, professional, commercial, or similar activity of any kind. Nothing in this paragraph shall be deemed to prohibit (a) activities relating to the sale of the Lot, or (b) the right of Declarant or any contractor or homebuilder to construct Improvements on any such 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 Property.

As used in this Section, a "Home Occupation" is any lawful, gainful occupation conducted on a Residential Lot by an occupant of a Residential Lot. A Residential Lot may be used for a Home Occupation provided that the home office or studio related thereto is located entirely within the Dwelling Unit on such Lot. The Home Occupation must be conducted in accordance with the other terms and limitations of this Declaration, any applicable Supplemental Declaration, and applicable law. No Home Occupation may (i) involve highly combustible materials, (ii) involve retail operations, (iii) use equipment or tools where the dimensions, weight or power rating are within the Property, (v) be, in the reasonable opinion of the Board of the Residential Association, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, (vi) involve dispatch activities where employees meet in the Property and are sent to other locations, (vii) generate more than five (5) trips to or from the Residential Lot per day, or (viii) involve other uses that, in the reasonable opinion of the Board of the Residential Association, would detract from the residential character of the surrounding Lots. It is not a violation of this Section for a Residential Owner to lease its Residential Lot in accordance with Article VIII, Section 2, Paragraph J, below.

B. Building Type and Size: Except as may otherwise be provided in a Supplemental Declaration applicable to that portion of the Property as is identified therein, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than single-family dwellings, which may not exceed the height limitations set forth in the Development Agreement or as otherwise permitted by the City of Cascade, and a private garage for two (2) or more motor vehicles. Each Dwelling Unit shall contain at least 1,000 square feet of living area, excluding the garage. No Dwelling Unit may be occupied by more than one (1) family.

C. Construction Requirements: The construction requirements applicable to each Dwelling Unit and any other Improvements shall be set forth in the Architectural Guidelines (as

defined in Article XIV) applicable to Residential Lots and as approved by the Architectural Control Committee.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Residential Lot shall have installed thereon such landscaping Improvements as are set forth in the Architectural Guidelines applicable to Residential Lots and as approved by the Architectural Control Committee.

E. Fences: Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be set forth in the Architectural Guidelines applicable to the Residential Lots and as approved by the Architectural Control Committee as to design, materials, color, height and location.

F. Garages and Accessory Outbuildings: Garages, accessory and outbuildings to be located on a Residential Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall otherwise conform to the requirements of the applicable Architectural Guidelines.

G. Parking and Storage of Vehicles and Equipment: Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of the Owner's Dwelling Unit. Parking and storage of boats, trailers, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public ways or Common Area adjacent thereto, except if a garage appurtenant to a Dwelling Unit (if any) or under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Board of the Master Association, which discretion may not be challenged for having been exercised unreasonably. All other parking of equipment shall be prohibited, except as approved in writing by the Board of Directions of the Master Association.

H. Mailboxes: Mailboxes may 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. If individual mailboxes are to be used, all mailboxes will be of consistent design, material and coloration as required by Declarant or the Architectural Control Committee and shall be located on or adjoining building Lot lines and places designated by or Declarant or the Architectural Control Committee.

I. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Residential Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and standard sized sign on a Lot containing only such information as is required to indicate that the property is for sale. No other signs may be displayed on a Residential Lot, including temporary signs advertising the names of the contractor, subcontractors, or financing institutions, unless such signs have been approved, in writing, by the Architectural Control Committee prior to installation.

J. Rental Restrictions: No Lease shall be for less than a thirty (30) day term; provided

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 28

1/6/23
16127716_11

however, that Declarant may, at any time, in its sole discretion, designate by amendment to this Declaration or by Supplemental Declaration, certain Lots or groups of Lots as being exempt from the thirty day minimum lease term set forth in this Section, which such designation may be made on such additional terms, conditions and limitations as Declarant shall deem appropriate.

K. Party or Contiguous Walls ("Party Walls"): Some of the Dwelling Units constructed upon the Residential Lots will include party walls, being the common walls between two Dwelling Units, separating the units. The following provisions shall apply to such Dwelling Units:

1. Such party walls are intended to be constructed upon the 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. The Owners shall respectively own to the centerline of any party wall.

2. 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.

3. 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.

4. 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.

5. To the extent reasonably necessary, each Owner shall be responsible to coordinate the maintenance and repair of the structural elements and exterior surfaces (excluding doors and windows) of the Owner's Dwelling Unit with the Owners of the other Dwelling Units contained in the common building, including the painting thereof, the cost of which shall be shared by such Owners in proportion to the area of such exterior surfaces or structural elements as are affected by the repair or maintenance work owned by each; 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 Owners invitees, tenants or other Persons occupying such Owner's Dwelling Unit.

6. 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 Owners, successors entitled.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 29

1/6/23
16127716_11

7. Unless all Owners having an interest in a building containing a party wall shall agree otherwise in writing, each such Owner shall obtain and maintain: (a) a multi-peril-type policy of insurance covering such Owner's interest in the said building, providing at a minimum of fire and extended coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value; and (b) a comprehensive policy of public liability insurance with limits of liability of at least \$1,000,000 for bodily injury and property damage.

L. Propane/Gas Tanks. Any household tanks for the storage of propane or other gasses must be buried underground.

Section 3. Restrictions Applicable to Multi-Family Lots: In addition to the provisions of Section 1, above, the following restrictions shall be applicable to all Multi-Family Lots and associated Common Areas and shall be for the benefit of and limitations upon all present and future Owners of the Property, or of any interest therein:

A. Lot Use: All Multi-Family Lots (except Common Area Lots) will be used exclusively for multi-residential purposes and other uses incidental thereto as permitted by this Declaration and applicable law. Except for Home Occupations (as defined below) permitted pursuant to this Section, no Multi-Family Lot will be used at any time for any trade, craft, business, professional, commercial, or similar activity of any kind. Nothing in this Section 1 shall be deemed to prohibit (a) activities relating to the sale of residences, or (b) the right of Declarant or any contractor or homebuilder to construct Improvements 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 Property.

As used in this Section, a "Home Occupation" is any lawful, gainful occupation conducted on a Multi-Family Lot by an occupant of a Multi-Family Lot. A Multi-Family Lot may be used for a Home Occupation provided that the home office or studio related thereto is located entirely within the Dwelling Unit on such Lot. The Home Occupation must be conducted in accordance with the other terms and limitations of this Declaration, any applicable Supplemental Declaration, and applicable law. No Home Occupation may (i) involve highly combustible materials, (ii) involve retail operations, (iii) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools, (iv) cause abnormal automotive or pedestrian traffic in the Property, (v) be, in the reasonable opinion of the Board of the Multi-Family Association, objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, (vi) involve dispatch activities where employees meet in the Property and are sent to other locations, (vii) generate more than five (5) trips to or from the applicable Dwelling Unit per day, or (viii) involve other uses that, in the reasonable opinion of the Board of the Multi-Family Association, would detract from the residential character of the surrounding Lots. It is not a violation of this Section for a Multi-Family Owner to lease its Dwelling Units on Multi-Family Lots in accordance with Article VIII, Section 3, Paragraph H, below.

B. Building Type and Size: Except as may otherwise be provided in a Supplemental Declaration applicable to that portion of the Property as is identified therein, no buildings shall be

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 30

erected, altered, placed or permitted to remain on any Lot other than multi-family dwellings containing up to sixteen (16) residential living units and such other Improvements as may be permitted by the City of Cascade and approved by the Architectural Control Committee in conformance with the applicable Architectural Guidelines. No building may exceed the height limitations set forth in the Development Agreement or as otherwise permitted by the City of Cascade.

C. Construction Requirements: The construction requirements applicable to each multi-family building and any other Improvements shall be set forth in the Architectural Guidelines applicable to the Multi-Family Lots and as approved by the Architectural Control Committee. The Owner of each Multi-Family Lot shall complete construction of a multi-family building thereon as permitted herein within five (5) years after the date of the first conveyance of such Lot to an Owner by Declarant.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the multi-family building(s) located thereon, each Multi-Family Lot shall have installed thereon such landscaping Improvements as are set forth in the Architectural Guidelines applicable to Multi-Family Lots and as approved by the Architectural Control Committee.

E. Parking: Each Multi-Family Lot shall be improved with a parking lot containing at least the minimum number of parking spaces required by the City of Cascade for the number and types of living units included in the multi-family building and in conformance with the Architectural Guidelines applicable to Multi-Family Lots and as approved by the Architectural Control Committee. No campers, boats, boat trailers, recreational vehicles, recreational trailers, or other non-passenger vehicles, equipment, implements, or accessories may be stored or kept on the Property at any time; provided, however, that boats, trailers, campers, motor homes and similar recreational vehicles may be parked for a period not to exceed one (1) hour while in immediate use by an Owner or occupant, 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 Property except in marked parking spaces, or (ii) in areas prohibited by the applicable fire authority.

F. Cross Parking Easement: Declarant hereby grants and reserves for the benefit of the Multi-Family Association, the Multi-Family Owners, and their invitees, a perpetual, non-exclusive easement for parking purposes on any and all parking areas located on the Common Driveway and Parking Area. The parking rights granted hereby may not be terminated or extinguished without the written consent of the Multi-Family Association, the Declarant for so long as it owns any Lot subject to this Declaration, and all Owners of the Multi-Family Lots. Declarant reserves to itself and the Multi-Family Association the right to install, maintain, replace, and restore such parking lot Improvements as may be deemed appropriate by the Declarant or the Board of the Multi-Family Association. Any such parking lot Improvements shall be maintained in accordance with the provisions of Article VII, Section 4, above. The Board of the Multi-Family Association shall have the right to adopt reasonable rules and regulations regarding the use of parking areas by the Owners and their invitees, including but not limited to rules regarding the number and type of vehicles which may be kept on the Property, the length of time any vehicles may be parked and the location where vehicles may be parked. No parking area shall be modified in size, shape, parking

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 31

1/6/23
t6127716_11

configuration or location without the prior written consent of the Board of the Multi-Family Association.

G. Signs: No sign of any kind may be kept or placed upon any Multi-Family Lot or mounted, painted or attached to any Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or carried by any person or by any other means displayed within the Property except as have been permitted by the City of Cascade and approved the Architectural Control Committee in conformance with the Architectural Guidelines applicable to Multi-Family Lots; provided however that 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 four (4) feet above the surface of the ground advertising the Lot for sale or the living units for rent.

H. Rental Restrictions: No Lease shall be for less than a thirty (30) day term; provided however, that Declarant may, at any time, in its sole discretion, designate by amendment to this Declaration or by Supplemental Declaration, certain Lots or groups of Lots as being exempt from the thirty day minimum lease term set forth in this Section, which such designation may be made on such additional terms, conditions and limitations as Declarant shall deem appropriate.

I. Porches, Patios, Decks and Balconies: All porches, patios, decks and balconies shall be kept in a neat and attractive condition. No porch may be used for hanging any items (including clothes) or the storage of an Owner's or occupant's personal property, including, without limitation, bicycles, unless said personal property is kept behind and below the top of a partition wall or in a provided storage closet; provided, however, that outdoor furniture, potted plants and other décor may be kept for use thereon.

J. Fences: No fences shall be constructed on any Multi-Family Lot except as may be approved by the Architectural Control Committee as to design, materials, color, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.

K. Wood Burning Stoves and Fireplaces: No wood burning stoves or fireplaces shall be permitted in any multi-family living units.

L. Propane/Gas Tanks. Any household tanks for the storage of propane or other gasses must be buried underground.

Section 4. Restrictions Applicable to Commercial Lots: In addition to the provisions of Section 1, above, The following restrictions shall be applicable to all Commercial Lots and associated Common Areas and shall be for the benefit of and limitations upon all present and future Owners of the Property, or of any interest therein:

A. Lot Use: No Commercial Lot shall be used except for such uses as are permitted pursuant to the ordinances of the City of Cascade and have been approved by the Architectural Control Committee as provided hereinbelow. All Commercial Lots and Improvements constructed

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 32

1/6/23
16127716_11

thereon must comply with all applicable governmental rules, ordinances, laws, statutes, regulations, permits and approvals.

B. Building Type and Size: Except as may otherwise be provided in a Supplemental Declaration applicable to that portion of the Property as is identified therein, no Improvements shall be erected, altered, placed or permitted to remain on any Commercial Lot other than as may be permitted by the City of Cascade and approved by the Architectural Control Committee in conformance with the applicable Architectural Guidelines. No building may exceed the height limitations set forth in the Development Agreement or as otherwise permitted by the City of Cascade.

C. Construction Requirements: The construction requirements applicable to each commercial building and any other Improvements shall be set forth in the Architectural Guidelines applicable to the Commercial Lots and as approved by the Architectural Control Committee. The Owner of each Commercial Lot shall complete construction of a commercial building thereon as permitted herein within five (5) years after the date of the first conveyance of such Lot to an Owner by Declarant.

D. Landscaping: Upon the earlier of substantial completion or occupancy of the Commercial building(s) located thereon, each Commercial Lot shall have installed thereon such landscaping Improvements as are set forth in the Architectural Guidelines applicable to Commercial Lots and as approved by the Architectural Control Committee.

E. Parking: Each Commercial Lot shall be improved with a paved parking lot containing at least the minimum number of parking spaces required by the City of Cascade for the number, size and uses of such buildings and in conformance with the Architectural Guidelines applicable to Commercial Lots and as approved by the Architectural Control Committee.

F. Signs: No sign of any kind may be kept or placed upon any Commercial Lot or mounted, painted or attached to any Improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven in the Property or carried by any person or by any other means displayed within the Property except as have been permitted by the City of Cascade and approved the Architectural Control Committee in conformance with the Architectural Guidelines applicable to Commercial Lots; provided however that 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 four (4) feet above the surface of the ground advertising the Lot or the buildings thereon, or portions thereof, for sale or rent.

G. Fences: No fences shall be constructed on any Commercial Lot except as may be approved by the Architectural Control Committee as to design, materials, color, height and location. No existing fence may be removed except with the prior approval of the Architectural Control Committee.

ARTICLE XIV: ARCHITECTURAL CONTROL

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 33

1/6/23
16127716_11

Section 1. Architectural Control Committee: In order to protect the quality and value of the Improvements built on the Property, 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 Declarant owns any Lot, part, parcel or portion of the Property. During the Initial Development Period, the Declarant shall have sole power and authority to appoint, remove, and replace the members of the Architectural Control Committee. Thereafter, the Master Association Board shall have sole power and authority to appoint, remove, and replace the members of the Architectural Control Committee. If at any time the Declarant or the Master Association Board has not appointed the Architectural Control Committee, then the Board of the Master Association shall be the Architectural Control Committee.

Section 2. Approvals Required: No Improvements shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other portion of the Property, nor shall any exterior addition, change or alteration of existing Improvements (hereinafter collectively referred to as "Alterations") 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 and any applicable Architectural Guidelines. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty 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, material or color for such Improvements or Alterations which fail to conform to the requirements of this Declaration and any applicable Architectural Guidelines or, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed Improvements or Alterations, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed Improvements or Alterations is in harmony with the surroundings, the effect of the Improvement 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 or Alteration. Actual construction shall substantially comply 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 grading and drainage and all setbacks and other pertinent information related to the Improvements; and

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 34

1/6/23
16127716_11

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

Section 4. Rules and Regulations; Architectural Guidelines: The Architectural Control Committee is hereby authorized (but not required) 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 (but not required) to adopt such "Architectural Guidelines" as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to: (i) matters of design, materials, colors, and aesthetic interests and (ii) the size, design, color, placement and permitted hours of display of any permanent or temporary signs, including, without limitation, marketing and directional signs. Any such rules and regulations and Architectural 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 and/or Architectural 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. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs it incurs in reviewing the submittals, which costs may include, without limitation, the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, along with the costs of any inspections which may be obtained by the Architectural Control Committee.

Section 6. 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 7. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, including restrictions on height, size, floor area, or placement of structures or other

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 office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration or any Supplemental 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 or any Supplemental Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to any 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 Master 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 Master 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 Master 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 therefor 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 Master Association shall have appeared of record in the office of the County Recorder of Valley County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 11. Local Architectural Control Committee: The Declarant or a Local Association may, at its option, create a Local Architectural Control Committee for the property designated by a Supplemental Declaration or in an amendment to this Declaration. Upon its formation, all proposals, plans and specifications for Improvements within the designated property requiring approval of the Architectural Control Committee described above must be submitted to the Local Architectural Control Committee for approval, rather than being submitted to the Architectural Control Committee. Thus, all proposals, plans and specifications for Improvements require the approval of either the Architectural Control Committee or the Local Architectural Control Committee, if such has been created, but not both such committees. Each provision of this Article shall apply to the Local Architectural Control Committee as if it were the Architectural Control Committee and to the Local Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article.

Section 12. Exemption of Declarant: The Declarant and any entity affiliated with Declarant shall be exempt from the requirements of this Article. 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 XV: INSURANCE AND BOND

Section 1. Required Insurance: Each 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 an Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as an Association may deem appropriate from time to time.

- A. A multi-peril-type policy covering any Common Area Improvements, providing as 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 covering all of the Common Areas and public spaces in the Property. 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 an Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of an Association in the amounts and in the forms now or hereafter required by law.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 37

1/6/23
16127716_11

Section 2. Optional Insurance: Each Association may 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.

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of such association in such amount as may be reasonable in the premises.
- B. Each Association may obtain 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 Property, 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 an Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by an 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 and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XVI: CONDEMNATION

Section 1. Consequences of 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, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall issue and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XVII: ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any real property that is then abutting, adjoining or contiguous to the Property, into the project by recording a 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 Supplemental Declaration containing the provisions set forth in this Section, 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 parties to this Declaration 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. Notwithstanding the foregoing, any Supplemental Declaration may provide for additional or different covenants, conditions, restrictions and easements applicable to the added land and/or 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: As of the Effective Date, Declarant intends on annexing, in various phases, certain of the approximately 190 acres of real property legally described on Exhibit B attached hereto and incorporated herein. Declarant may annex such property, or any other property that is abutting, adjoining or contiguous to the Property as it then exists, by Declarant's recordation of a Supplemental Declaration executed by Declarant (and the consent of the owner of such property, if not 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 Valley 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.

Nothing contained in this Declaration shall require Declarant to annex the real property identified in Exhibit B, or any other property, into the Property.

Section 3. De-annexation: Declarant may delete all or a portion of the Property from the "Property" and from coverage of this Declaration and the jurisdiction of all applicable Associations, so long as Declarant is the owner of all such property and provided that a Notice of De-annexation is recorded in the Office of the Valley County Recorder 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 Property.

ARTICLE XVIII: GENERAL PROVISIONS

Section 1. Enforcement: The Master Association or the applicable Local Association or any Owner 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; provided, however, that prior to any Owner bringing any such enforcement action against another Owner, the enforcing Owner must first deliver a written notice to the Association(s) having jurisdiction over the Lot owned by the other Owner describing the alleged violation of this Declaration and requesting that such Association(s) take appropriate enforcement action, and such Association(s) shall have failed to resolve the alleged violation within 90 days after delivery of such notice. In addition to the foregoing, each Association shall be entitled to impose a monetary fine in an amount approved by the Association's Board, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein or in any Supplemental Declaration, 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 fine 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 fine may be used to increase the remuneration of

any member of the Board or agent of the Board. Any Owner challenging the monetary fine 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 fine. Any monetary fine imposed as provided herein shall be levied and collected by the Association as a Limited Assessment. In the event an Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event an Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by an Association shall be added to and become a part of the Assessment to which such Owner's Lot is subject. Failure by an 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 addition to the foregoing, any applicable Association shall have the right to enter upon any Lot (but not inside any building constructed thereon) for the purpose of removing, altering, reconstructing, or restoring any Improvements constructed, reconstructed, refinished, added, altered, or maintained in violation of this Declaration or any Supplemental Declaration. If such Improvements are located on a Lot, the Association will first provide the Owner thereof with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days), and if the Owner does not cure the default to the reasonable satisfaction of the Association within such cure period, the Owner of the Improvements will immediately reimburse the Association for all expenses incurred by the Association in connection with its removal, alteration, reconstruction, or restoration of such Improvements. Further any applicable Association has the right to perform any duty or obligation of an Owner under this Declaration or any Supplemental Declaration if such duty or obligation is not timely performed by such Owner. In such event, the defaulting Owner will immediately reimburse the Association for all costs reasonably incurred by the Association in performing such duty or obligation. Except in the event of an emergency, the Association will provide the defaulting Owner with a notice specifying the default and a reasonable period to cure (no less than ten (10) days and no more than thirty (30) days) prior to exercising its power and authority hereunder.

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 subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. From and after the recordation of this Declaration until the expiration of the Initial Development Period, Declarant has the exclusive right to amend or terminate this Declaration by executing a written instrument setting forth such amendment or termination and the same will be effective upon the recordation thereof in the real property records of Valley County, Idaho. After the expiration of

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 41

1/6/23
16127716_11

Initial Development Period, any amendment to this Declaration or termination hereof will be by a written instrument setting forth such amendment or termination, signed and acknowledged by the president and secretary of the Master Association certifying and attesting that such amendment or termination has been approved by the affirmative vote of more than fifty percent (50%) of the total voting power of the Association, and the same will be effective upon the recordation thereof in the real property records of Valley County, Idaho.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained (including, without limitation, its rights as the "Class B Member" in any one or more Associations) may be assigned to an Association or to any other Person that will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon such Person's acceptance of such assignment and assumption of the rights, powers, and reservations of Declarant contained herein, such Person shall have the same rights, powers and reservations and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Subject to the forgoing, 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 the Property.

Section 5. Governmental Rules and Ordinances: In the event any of the provisions of this Declaration are less restrictive than any governmental rule, regulation or ordinance, then the more restrictive governmental rule, regulation or ordinance shall apply. This Declaration is subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of this Declaration unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance. In the event of a conflict between a Supplemental Declaration and this Declaration, this Declaration shall control.

[Remainder of page intentionally left blank; signature page follows.]



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

3.03

Common Lots A through ~~W~~, Lots 1 through 6 in Block 1, Lots 1 through 29 in Block 2, and Lots 1 through 14 in Block 3 of River District Planned Unit Development – Phase 1, according to the official plat thereof, records of Valley County, Idaho.

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 44

1/6/23

16127716_11

EXHIBIT B

LEGAL DESCRIPTION OF OTHER REAL PROPERTY THAT MAY BE SUBJECT TO ANNEXATION

A parcel of land located in a portion of, Section 31, T.14 N., R. 4 E., B.M., Valley County, Idaho, being more particularly described as follows:

BEGINNING at a found brass cap monument marking the south 1/4 corner of said Section 31 (CP&F Inst. No. 353930 corner records of said Valley County); Thence a bearing of N 89°29'46" W, a distance of 601.17 feet on the south boundary of said Section 31 to a found aluminum cap right-of-way monument at station 638+32.99, 75' Rt. on the northeasterly right-of-way boundary of State Highway 55 as shown on I.T.D. Highway Plans as Project No. BR-3270(158) and further shown on Record of Survey book 11, page 151, records of said Valley County;

Thence on said northeasterly right-of-way boundary of State Highway 55, 256.77 feet on the arc of a curve to the right said curve having a radius of 9,925.00 feet, a delta angle of 1°28'56" and a long chord which bears N 44°19'49" W, a distance of 256.76 feet to a found aluminum cap right-of-way monument at station 640+91.72, 75' Rt. said highway plans;

Thence a bearing of N 43°35'21" W, a distance of 408.83 feet on said northeasterly right-of-way boundary to a found aluminum cap right-of-way monument at station 845+00.54, 75' Rt. said I.T.D. Project No. BR-3270(158);

Thence on said northeasterly right-of-way boundary a bearing of N 47°20'39" E, a distance of 7.01 feet to a found I.T.D. brass cap right-of-way monument at station 645+00, 60' Rt. as shown on I.T.D. Highway Plans as Project No. F-3271(1);

Thence on said northeasterly right-of-way boundary a bearing of N 43°35'49" W, a distance of 47.76 feet to a set 5/8 inch rebar on the Ordinary High Water Line (O.H.W.L.) on the left bank of the North Fork of the Payette River;

Thence the following bearings and distances on said O.H.W.L.:

Thence a bearing of N 84°46'04" E, a distance of 43.13 feet to a set 5/8 inch rebar;
Thence a bearing of N 70°15'52" E, a distance of 25.36 feet to a set 5/8 inch rebar;
Thence a bearing of S 70°17'27" E, a distance of 21.33 feet to a set 5/8 inch rebar;
Thence a bearing of N 56°40'02" E, a distance of 57.11 feet to a set 5/8 inch rebar;
Thence a bearing of N 87°27'04" E, a distance of 44.70 feet to a set 5/8 inch rebar;
Thence a bearing of S 77°09'45" E, a distance of 81.42 feet to a set 5/8 inch rebar;
Thence a bearing of N 86°24'49" E, a distance of 36.18 feet to a set 5/8 inch rebar;
Thence a bearing of N 76°38'03" E, a distance of 26.12 feet to a set 5/8 inch rebar;
Thence a bearing of N 49°23'22" E, a distance of 22.75 feet to a set 5/8 inch rebar;
Thence a bearing of N 18°08'45" E, a distance of 22.61 feet to a set 5/8 inch rebar;
Thence a bearing of N 74°41'52" W, a distance of 38.32 feet to a set 5/8 inch rebar;
Thence a bearing of N 86°36'46" W, a distance of 48.32 feet to a set 5/8 inch rebar;
Thence a bearing of S 79°59'26" W, a distance of 31.12 feet to a set 5/8 inch rebar;

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 45

1/6/23
16127716_11

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE RIVER DISTRICT, Page 46

1/6/23

16127716_11

Thence a bearing of N 58°56'18" W, a distance of 13.64 feet to a set 5/8 inch rebar;
 Thence a bearing of N 21°29'59" E, a distance of 56.42 feet to a set 5/8 inch rebar;
 Thence a bearing of N 64°19'31" E, a distance of 14.91 feet to a set 5/8 inch rebar;
 Thence a bearing of N 44°18'58" E, a distance of 113.29 feet to a set 5/8 inch rebar;
 Thence a bearing of N 56°55'24" W, a distance of 47.10 feet to a set 5/8 inch rebar;
 Thence a bearing of S 57°15'54" W, a distance of 23.34 feet to a set 5/8 inch rebar;
 Thence a bearing of S 57°12'04" W, a distance of 51.01 feet to a set 5/8 inch rebar;
 Thence a bearing of S 31°32'26" W, a distance of 19.69 feet to a set 5/8 inch rebar;
 Thence a bearing of S 13°45'51" W, a distance of 50.90 feet to a set 5/8 inch rebar;
 Thence a bearing of S 34°49'29" W, a distance of 45.66 feet to a set 5/8 inch rebar;
 Thence a bearing of S 51°42'00" W, a distance of 15.26 feet to a set 5/8 inch rebar;
 Thence a bearing of N 87°47'55" W, a distance of 78.23 feet to a set 5/8 inch rebar;
 Thence a bearing of N 36°25'43" E, a distance of 76.92 feet to a set 5/8 inch rebar;
 Thence a bearing of N 32°39'33" E, a distance of 271.17 feet to a set 5/8 inch rebar;
 Thence a bearing of N 04°02'23" E, a distance of 26.33 feet to a set 5/8 inch rebar;
 Thence a bearing of N 24°01'46" E, a distance of 173.58 feet to a set 5/8 inch rebar;
 Thence a bearing of N 17°51'33" E, a distance of 82.33 feet to a set 5/8 inch rebar;
 Thence a bearing of N 26°24'36" E, a distance of 44.80 feet to a set 5/8 inch rebar;
 Thence a bearing of N 24°14'17" E, a distance of 124.29 feet to a set 5/8 inch rebar;
 Thence a bearing of N 16°53'15" E, a distance of 15.92 feet to a set 5/8 inch rebar;
 Thence a bearing of N 49°48'55" E, a distance of 11.74 feet to a set 5/8 inch rebar;
 Thence a bearing of N 70°20'28" W, a distance of 26.84 feet to a set 5/8 inch rebar;
 Thence a bearing of N 84°13'28" W, a distance of 23.56 feet to a set 5/8 inch rebar;
 Thence a bearing of S 79°27'16" W, a distance of 30.26 feet to a set 5/8 inch rebar;
 Thence a bearing of N 20°17'19" E, a distance of 181.01 feet to a set 5/8 inch rebar;
 Thence a bearing of N 30°31'52" E, a distance of 38.70 feet to a set 5/8 inch rebar;
 Thence a bearing of N 19°13'54" E, a distance of 27.06 feet to a set 5/8 inch rebar;
 Thence a bearing of N 34°03'50" E, a distance of 51.08 feet to a set 5/8 inch rebar;
 Thence a bearing of S 60°34'24" E, a distance of 12.85 feet to a set 5/8 inch rebar;
 Thence a bearing of S 03°51'11" E, a distance of 14.76 feet to a set 5/8 inch rebar;
 Thence a bearing of S 33°04'55" W, a distance of 34.86 feet to a set 5/8 inch rebar;
 Thence a bearing of S 07°03'16" W, a distance of 22.28 feet to a set 5/8 inch rebar;
 Thence a bearing of S 03°06'17" E, a distance of 58.51 feet to a set 5/8 inch rebar;
 Thence a bearing of N 69°50'54" E, a distance of 13.40 feet to a set 5/8 inch rebar;
 Thence a bearing of N 39°06'06" E, a distance of 43.03 feet to a set 5/8 inch rebar;
 Thence a bearing of N 09°38'16" E, a distance of 41.26 feet to a set 5/8 inch rebar;
 Thence a bearing of N 20°13'35" E, a distance of 37.44 feet to a set 5/8 inch rebar

Thence a bearing of N 07°20'33" E, a distance of 127.34 feet to a set 5/8 inch rebar;
Thence a bearing of S 80°40'48" E, a distance of 5.56 feet to a set 5/8 inch rebar;
Thence a bearing of S 16°17'15" E, a distance of 9.29 feet to a set 5/8 inch rebar;
Thence a bearing of S 34°48'19" E, a distance of 8.17 feet to a set 5/8 inch rebar;
Thence a bearing of N 68°23'07" E, a distance of 5.18 feet to a set 5/8 inch rebar;
Thence a bearing of N 10°06'31" E, a distance of 14.68 feet to a set 5/8 inch rebar;
Thence a bearing of N 13°35'37" W, a distance of 18.40 feet to a set 5/8 inch rebar;
Thence a bearing of N 02°08'37" E, a distance of 43.68 feet to a set 5/8 inch rebar;
Thence a bearing of N 01°48'39" W, a distance of 139.18 feet to a set 5/8 inch rebar;
Thence a bearing of N 03°55'23" W, a distance of 46.01 feet to a set 5/8 inch rebar;
Thence a bearing of N 07°43'49" E, a distance of 25.14 feet to a set 5/8 inch rebar;
Thence a bearing of N 10°58'21" W, a distance of 18.09 feet to a set 5/8 inch rebar;
Thence a bearing of N 02°42'19" W, a distance of 71.71 feet to a set 5/8 inch rebar;
Thence a bearing of N 89°15'39" E, a distance of 9.15 feet to a set 5/8 inch rebar;
Thence a bearing of S 28°34'14" E, a distance of 39.66 feet to a set 5/8 inch rebar;
Thence a bearing of S 84°54'05" E, a distance of 12.46 feet to a set 5/8 inch rebar;
Thence a bearing of S 52°12'49" E, a distance of 34.50 feet to a set 5/8 inch rebar;
Thence a bearing of S 75°29'46" E, a distance of 24.37 feet to a set 5/8 inch rebar;
Thence a bearing of N 84°33'55" E, a distance of 60.44 feet to a set 5/8 inch rebar;
Thence a bearing of N 70°11'14" E, a distance of 34.88 feet to a set 5/8 inch rebar;
Thence a bearing of N 41°07'48" E, a distance of 9.75 feet to a set 5/8 inch rebar;
Thence a bearing of N 78°05'20" E, a distance of 6.08 feet to a set 5/8 inch rebar;
Thence a bearing of S 39°11'54" E, a distance of 13.19 feet to a set 5/8 inch rebar;
Thence a bearing of S 81°04'23" E, a distance of 14.76 feet to a set 5/8 inch rebar;
Thence a bearing of N 67°52'49" E, a distance of 12.07 feet to a set 5/8 inch rebar;
Thence a bearing of N 00°37'45" E, a distance of 11.29 feet to a set 5/8 inch rebar;
Thence a bearing of N 57°57'04" W, a distance of 31.70 feet to a set 5/8 inch rebar;
Thence a bearing of S 79°29'15" W, a distance of 23.73 feet to a set 5/8 inch rebar;
Thence a bearing of S 49°24'59" W, a distance of 19.65 feet to a set 5/8 inch rebar;
Thence a bearing of S 84°42'23" W, a distance of 74.55 feet to a set 5/8 inch rebar;
Thence a bearing of N 53°51'26" W, a distance of 51.76 feet to a set 5/8 inch rebar;
Thence a bearing of N 32°42'31" W, a distance of 35.06 feet to a set 5/8 inch rebar;
Thence a bearing of N 44°38'04" W, a distance of 49.65 feet to a set 5/8 inch rebar;
Thence a bearing of N 17°34'34" W, a distance of 32.60 feet to a set 5/8 inch rebar;
Thence a bearing of N 00°58'27" E, a distance of 26.29 feet to a set 5/8 inch rebar;
Thence a bearing of N 03°40'40" W, a distance of 95.42 feet to a set 5/8 inch rebar;
Thence a bearing of N 26°53'57" W, a distance of 18.33 feet to a set 5/8 inch rebar;

Thence a bearing of N 03°37'53" E, a distance of 115.87 feet to a set 5/8 inch rebar;
 Thence a bearing of N 06°18'13" W, a distance of 114.45 feet to a set 5/8 inch rebar;
 Thence a bearing of N 14°06'06" W, a distance of 14.15 feet to a set 5/8 inch rebar;
 Thence leaving said O.H.W.L a bearing of N 82°00'22" E, a distance of 561.17 feet to a set 5/8 inch rebar with aluminum cap monument marking the center 1/4 corner of said Section 31;
 Thence a bearing of N 86°14'56" E, a distance of 802.60 feet to a set 5/8 inch rebar;
 Thence a bearing of S 83°07'01" E, a distance of 533.50 feet to a set 5/8 inch rebar marking the northeast corner of the W1/2 of the SE1/4, said Section 31 and the northwest corner of a parcel of land as described by Warranty Deed Inst. No. 230389, deed records of said Valley County;
 Thence on the west boundary of said Inst. No. 230389, a bearing of S 00°16'59" W, a distance of 264.80 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Warranty Deed recorded as Inst. No. 422145 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 422145, a bearing of S 00°14'35" W, a distance of 264.68 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Affidavit of Surviving Joint Tenant recorded as Inst. No. 392279 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 392279, bearing of S 00°13'04" W, a distance of 264.76 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Deed of Trust recorded as Inst. No. 161318 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 161318, a bearing of S 00°14'39" W, a distance of 594.80 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Warranty Deed recorded as Inst. No. 415008 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 415008, a bearing of S 00°15'26" W, a distance of 293.54 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Warranty Deed Inst. No. 417004 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 417004, a bearing of S 00°13'42" W, a distance of 293.45 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Special Warranty Deed Inst. No. 218780 said deed records of Valley County;
 Thence on the west boundary of said Inst. No. 218780, a bearing of S 00°16'34" W, a distance of 329.91 feet to a found 1/2 inch rebar marking the northwest corner of a parcel of land as described by Warranty Deed Inst. No. 393897 said deed records of Valley County;

Thence on the west boundary of said Warranty Deed Inst. No. 393897, a bearing of S 00°19'11" W, a distance of 329.76 feet to a found 1/2 inch rebar marking the southwest corner of said Warranty Deed and the southeast corner of said W1/2 of the SE1/4, Section 31;

Thence a bearing of N 89°43'25" W, a distance of 1,328.93 feet on the south boundary of said Section 31 to the **POINT OF BEGINNING**.

Said described parcel of land contains 122.407 acres, more-or-less.