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FIRST AMENDMENT TO THE PROTECTIVE COVENANTS FOR LEGACY VILLAGE Divisions 1-10

Bonneville County

The foregoing protective covenants are filed and recorded to amend and supersede the Protective Covenants which were previously recorded with Bonneville County on 4/9/2024 under Instrument # 1765419. Only two updates were made to this updated revision which are as follows:

1. Appropriate Signatory (page 16): The prior instrument was signed by Rockwell Homes. The precise owner/developer of Legacy Village Divisions 1-10 is Teton Ridge Holdings LLC. The foregoing updated revision is now accurately signed by Teton Ridge Holdings LLC.
2. Description of House Ownership (page 5): Lot 11, Block 5 is excluded from the Townhome Association because it constitutes a non-buildable lot and will not occupy a single-family dwelling. Its primary purpose is to provide access for an existing sewer manhole for routine maintenance.

PROTECTIVE COVENANTS FOR LEGACY VILLAGE Divisions 1-10

Teton Ridge Holdings LLC. is the owner of the following described property in Bonneville County, Idaho, Legacy Village as to the recorded plats in Bonneville County, Idaho.

In order to protect subsequent homeowners in said Legacy Village, City of Ammon, of Bonneville County, Idaho, and in order to assure a uniform and desirable use, occupancy and building on said real property; do hereby impress the above-described real property with the following covenants and restrictions:

1. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected upon any of the lots in the current zoning other than Townhomes, Duplexes and Detached Garages. No dwelling shall exceed two stories in height above ground, log homes shall not be permitted, manufactured homes and move on homes shall not be permitted. All homes must be stick built on the site. Townhomes and duplexes have additional covenants and restrictions as outlined below under "Legacy Village Townhomes Association." Lot shall mean and refer to each of the individual Lots within the Project, as shown on the Plat, with the exception of the Common Areas. A Lot shall include any Living Unit or other improvement constructed thereon.
2. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plat and specifications and a plan showing the location of the structure, quality of workmanship, material and color harmony of external design with existing structures ,and as to location with respect to topography and finish grade to any street (front and side) than the minimum building setback line as set forth in the zoning ordinances approved by City of Ammon, Idaho, unless similarly approved by the Architectural Committee. When construction is started on a Townhome or Duplex, the owner has one year to complete construction unless extension is approved by the Architectural Control Committee. If structure is built without the approval of the committee, there is a \$5,000 fine and structure must still be redesigned/built to meet committee's requirements.
3. Excess Diggings and Fill. Any excess soil from excavation must remain in the Legacy Village subdivision to be used for fill and miscellaneous of additional additions if needed. Approval must be given by committee to do otherwise.
4. Dwelling Size. There is a designated plan that must be used on any Townhome or Duplex lot within the Legacy Village Subdivision. This plan is held by the committee and is the original plan used for construction in the year 2023.
5. Building Location. No building shall be located on any lot line or nearer to the street line than the minimum building setback lines, as set forth in the zoning ordinances of the City of Ammon. For the purpose of this covenant, said distances are to be measured from the foundation. Any exceptions must be cleared through the Architectural Control board and Ammon City variance committee.
6. Building Exteriors. The front of a home or living structure must have a three foot in height wainscot of brick or rock, unless approved by architectural committee.
 - 6.1. Townhomes and duplexes exterior colors will be the same throughout their respective sections. The architectural committee will pick and approve all exterior colors for all townhomes and duplexes.

7. Easements. Each Property shall be subject to a utility and irrigation easement, and drainage facilities for the repair and maintenance of utilities.
 - 7.1) Easement for Utility Services. The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.
 - 7.2) Party Wall and Shared Roof Easement. Each Owner hereby acknowledges and agrees that a Party Wall or shared roof may presently encroach upon or overlap the Owner's Lot. Each Owner hereby grants to the adjoining Owner of the other Lot that shares the Party Wall, or shared roof, an easement over and upon its Lot for the purpose of maintaining the Party Wall and shared roof. By accepting a deed to a Lot, each Owner hereby covenants and agrees not to do anything or to erect any barrier that will hinder, delay, or limit the maintenance of the Party Wall and shared roof and the performance of each Owner's obligation to maintain and repair the townhome structure.
8. Easement for lawn care. All homeowners must participate in the lawn care and snow removal services provided by the HOA. Each owner must allow the contracted companies and their workers to have access to the areas that are being serviced. Owners with a fenced area agree to allow workers to enter fenced areas to complete their work. A minimum four-foot (4') gate is required on both sides of yard to move equipment in and out of the area and to be able to access neighboring lawns as well. Gates must be unlocked and accessible for workers.
9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No radio towers shall be permitted. Satellite dishes are permitted but only on the rear of lots (back yards.) Small satellite dishes are permitted on the side and rear roof of homes. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the homeowner.
10. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuildings may be constructed unless first approved by the Architectural Control Committee. Outbuildings, storage, detached garages, must meet the side yard and rear yard setback as set forth in the City of Ammon zoning and may only be allowed in the backyard of the townhome or duplex. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the homeowner.
11. Parking. No bus, vehicle, ATV, recreational vehicles, house trailer, motor home, boat, any type of cargo/utility trailer or trailer of any type, or camper will be parked in front of the townhome or duplex, on a street or driveway in front of townhome or duplex, including side streets of corner lots for more than a duration of 48 hours. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the homeowner.
12. Sidewalks. Sidewalks are private and therefore are not maintained by the City of Ammon nor Bonneville County. They are the responsibility of the Homeowner's Association and part of the budget for the Homeowner's Association shall be for their maintenance and repair. It shall be the responsibility of the Board to determine which portions of the sidewalk need repair. Driveways maintenance and repairs are not the responsibility of the Homeowner's Association and shall remain the responsibility of the respective Owners.
13. Detached Garages or Buildings. These buildings are permitted as permitted by City of Ammon with setbacks as per city code per existing zone. Buildings only permitted in backyard. The buildings must conform in style and materials as to the home it is detached from (vinyl, brick rock, stucco, aluminum). An all-metal building is not permitted. Flat roofed buildings are not permitted. The building should not distract from the existing homes. No out building can be constructed on the property without there being a home on the lot. Any building must be pre-approved through the architectural committee before construction. Any violation will result in a \$5,000 penalty and any attorney fees.
14. Garage and Refuse Disposal: No Rubbish, trash, garbage, or other wastes shall be dumped on any vacant lot. All such wastes shall be kept in clean sanitary containers.
15. Livestock, Animals, and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept in accordance to Bonneville County ordinances, and provided

that they are not bred or maintained for any commercial purposes: a) Animals may be kept within the interior of a home so long as they do not disturb other Owners. Outdoor kennels or fenced areas cannot produce noxious odors or disturb neighboring Owner. (b) When pets are outside of the owners property, they must be supervised by the owner of the pet, who shall immediately clean up after any pet that defecates or disturbs the grounds. (c) Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence. If any pet becomes a nuisance to other Owners, the pet owner shall receive a written warning from the Committee, and if the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the home owner. If the pet owner fails to immediately remove the pet upon receipt of such written notice, in addition to other attempted remedies, including attorney's fees, the pet owner shall pay a \$50 penalty per day, payable to the Association.

16. Monthly Association Fees: All Owners will be assessed a Monthly Association fee due the 1st of each calendar month for all Legacy Village Association common expenses for administration, supplies, lawncare, snow removal, maintenance, repair, road repair and maintenance or replacement of the common areas and facilities. The fee shall be **\$80 per month** per parcel owner for townhomes and duplexes, subject to change by the Association as needed. Association common expenses and common area assessments will be examined from time to time to determine if assessments are accurate and up to date. Any payment not received by the 1st of the month is subject to a \$15 late fee for each month that that payment is past due. For any past due fees which extend beyond 60 days, a 12% (per annum) interest fee will also be included. Furthermore, any delinquent account beyond 90 days shall be turned over to a collection agency (or attorney) to proceed with the collections on the Association's behalf.
17. Start-up Assessment Each Owner will be charged a one-time Start-Up Assessment of **\$75**. The Start-Up Assessment is due at the closing of the transfer of the home from the Grantor to the first Owner. This Start-Up Assessment shall not be prorated for any time left in the calendar year following closing but shall be paid in full and in addition to the prorated Monthly Association Fee described in Section 16. This Start-up Assessment shall be used by the Association to pay Grantor for all of the initial attorney fees, accounting fees, recording fees and filing fees relating to the creation of this Declaration and the Association, and the filing and recording thereof. When these amounts are paid, the Association may, in its sole discretion, use any remainder of the start-up fees as it would use regular assessments or fees.
18. Transfer Fee Assessment Each homeowner will be charged a Transfer Fee Assessment of **\$300** which shall be paid to the Association Management Company whenever an Owner other than the Grantor, sells or transfer ownership of said home to a different Owner.
19. Common Areas shall mean the lot designated as the park/pickleball courts (Lot 20, Block 5 per the city recorded plat); all land, and the improvements situated thereon, within the Project that Declarant designates as retention pond/park on the Plat or other recorded instrument and other real property which the Association now or hereafter owns in fee for the benefit of Owners for as long as the Association is the owner of the fee, which may include without obligation or limitation, park facilities, Association signs or monuments, open space, landscaped areas, street signage, lighting detached from Living Units, and other similar improvements; and any real property or improvements within the project that the Association has the obligation to maintain, repair, or replace for the common benefit of the Owners, as the Board shall determine in its sole and exclusive discretion, including, without limitation, all utility and service lines and similar improvements, whether public or private-company owned, intended to serve more than one Lot or Living Unit, whether located on a Lot or lying inside of the exterior boundaries of the Living Unit. The Board shall have the power and discretion to determine the Common Area boundaries if the Governing Documents are found ambiguous.
20. Limitation on Easement. A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:
 - 1) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;
 - 2) The right of Bonneville County and any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Project for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;
 - 3) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rules;

4) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Owners.

21. Building Maintenance: The owner of the Living Unit shall be responsible for the exterior maintenance of their unit including but not limited to siding, roofing, rain gutters, downspouts, soffits and fascia unless damages occur in excess of the Association insurance deductible, at which point, the owner is responsible for the insurance deductible as stated below in Section 19. Each Owner shall have the obligation to provide maintenance of their Lot and Living Unit, including but not limited to the maintenance, repair, and replacement of driveways, the interior structural elements of the Living Unit, foundations, windows, doors, and utility lines that solely service the Lot or Living Unit. Each Owner shall maintain their Lot and Living Unit in compliance with Association standards and shall maintain, repair, or replace all appurtenant mechanical devices, including but not limited to, electrical, plumbing, and heating, ventilating and air conditioning systems. Landscaping, such as lawn, shrubs, trees, irrigation, etc. will be maintained by the Association.

21.1) If the need for maintenance or repair of Common Areas is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment (as set forth above) to which such Lot is subject.

22. Property Insurance

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

- a. The Association shall obtain insurance as required in this Declaration or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded, included coverage, or endorsements to other policies. Insurance premiums shall be an expense attributed to the Association and paid for through Association fees as a Common Expense.
- b. Property insurance on the Common Areas and the Building Exterior of the Units, issued under a form which provides all risk extended coverage, in an amount equal to the maximum insurable replacement value of the Common Areas and Building Exterior of the Units. For purposes of this Declaration the term "Building Exterior" shall include any portion of the Units which extends beyond the studs of the perimeter walls (ie. siding, roofing, framing, rain gutters, soffit & fascia). Building Exterior includes exterior (rough) plumbing and electrical but shall not include all electrical finish and finish plumbing, sheet rock, lath furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces of the walls, floor, and ceiling of a townhome or duplex. Provided, however that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from a property insurance policy. The Association will not be obligated to obtain or maintain insurance coverage with respect to the contents of any Unit (i.e., appliances, window coverings, furniture, and wall coverings will not be covered). All fixtures (i.e., carpet, sinks, tubs, shower enclosures, built-in mirrors, cabinets, lights and built-in kitchen equipment) shall be insured by the Unit Owner at a replacement cost equal to the base fixtures installed by the Declarant; The minimum coverage for each unit owner policy must include "special form" property coverage and a minimum of \$100,000.00 in liability coverage.
- c. At a minimum, the association policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- d. The policy shall be in an amount not less than one hundred percent (100%) of the current replacement cost of all property covered at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
- e. Unit Owner Responsibility for Payment of Deductible. If a loss occurs due to the negligence or liability of the unit owner or owner's tenant then the owner shall be responsible for repairs. If a claim must be submitted on the association policy then the Unit owner will be responsible for the amount of the deductible.

The owner is required to pay the needed deductible before the work commences. If the repairs are voted on by the board to commence without the deductible, due to an emergency, the owner has 30 days to pay the association the deductible amount in full. If an Owner does not pay the amount required under this Subsection within 30 days after substantial completion of the repairs to, as applicable, the Living Unit or the Limited Common Area appurtenant to the Living Unit, the Association may levy an assessment against the Owner for that amount.

Claims Under the Deductible. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible, the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

23. Landscaping. The lawn and general landscaping expenses relating to any lot shall be paid through the Homeowners Association. Any lawn care that required due to owner negligence or maltreatment will not be paid by the association. The homeowner will be required to fix any issues needed as per the association committee or management company. Landscaping shall be completed within the first 3-months after April 1st and before October 1st weather permitting for the front and side yards and 1-year for the back yard starting on the date the Certificate of Occupancy is issued. Landscape will require that a sprinkler system be installed including a timer control box. Kentucky blue grass or similar type grass should be planted in the easement, side yards and frontage of the lot. Front yard, planters, front easement, and side yards should appear well manicured and maintained NOTE: Any other change to the outlined above must be approved by the Architectural Control Committee or Association. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the home owner.
24. Water Control. Idaho Code §52-101 requires that a property owner prevent his irrigation waters from encroaching onto the property of another. If a property owner allows such encroachments, he may be liable to another for monetary damages. It is the property owner's responsibility to water their yards prudently to avoid puddling and flooding the neighbor's property. If you or your neighbor(s) experience water puddling and flooding, one or all are watering too often for too long. With the type of soil in this area, water does not absorb quickly into the soil. Once the grass roots are well established, the water will absorb more quickly using the roots as a conduit into the soil. Absorption of puddles does improve over a 3 to 5 year period as the grass develops a deep root system. For more information regarding soil type and characteristics, please contact your local County Extension Service. The developer shall not be held responsible for flooding or damage caused by flooding due to rain or snowmelt or irrigation water.
25. Fence. Only a 6' (six foot) white vinyl fence is allowed. Construction of any fence must be approved by the Architectural Control Committee. The Homeowner's Association shall be responsible for the 15-foot privacy fence maintenance. If any owner puts a fence up without complying with the set rules, there is a \$500 fee and the owner will be required, at their own expense, to fix the issue to be compliant.

23.1 The 8-foot concrete fence on the East Side of the Subdivision shall be the responsibility of the Homeowner's association to maintain.
26. Easement Property & Fence: No owner shall use the easement property in front of a parcel he does not own for vehicle parking. A parcel owner may enclose the property to the side behind their house and no closer to the street than the Back of the home with a 6-foot high white vinyl fence. The Covenant agreements herein require that an RV, Boat, Camper or other recreational vehicles may not be stored in front of any property longer than 48 hours. Any other types of personal property must be stored within the garage, not allowed outside - e.g., vehicles that do not run, vehicles on blocks, unused vehicles or other personal property for storage. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the homeowner.
27. Antennas and Satellite Dishes. No large antennas or towers shall be allowed in any parcels, except that one or two satellite dishes less than 36 inches in diameter may be mounted on the rear of a building or on the side of the roof.

28. Signs: No signs or advertisements shall be displayed on or from any parcel without the written approval from the Architectural Control Committee unless advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Signs used to sell property should be no larger than 3 feet by 3 feet unless approved by the Architectural Control Committee. Owners failing to comply with this requirement shall be fined by the Association \$50 per occurrence plus \$5 per day until it is brought back into compliance. If the problem persists the association has the right to take legal action with any attorney or other related fees being charged to the home owner.
29. Home Business and Offices: Home business and offices in residences are permitted. Businesses that require foot or vehicular traffic or on street parking, or increase the traffic in the neighborhood are not permitted.
30. Architectural Control Committee: A majority of the committee may designate a representative to act for them in the event of the death or resignation of any member of the committee; the remaining members shall have full authority to designate a successor. No member of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After all of the lots have been sold by the grantor, the recorded owners of a majority of the lots shall have the power to change the membership of the committee or to withdraw from or restore to the committee any of its powers and duties.
31. Procedures: The committee's approval or disapproval as required in these covenants shall be in writing and certified delivered to committee. In the event the committee, or its designated representative fails to approve or disapprove proposed plans within sixty (60) days after written plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
32. Compliance: Any question or dispute as to whether a particular lot is being used within these restrictions shall be submitted to the Architectural Committee. The Committee shall make this determination within thirty (30) days. Its determination shall be final and binding upon the owners of said lots. The committee's approval or disapproval required in this Declaration shall be in writing.
33. Finality. The Architectural Committee's decision shall be final and binding upon all parties concerned.
34. Non-Liability of Committee Members. Neither the Committee nor any member thereof shall be liable to the Association, or to any owner for any loss, damage or injury arising out of or connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvements, alterations or addition, solely on the basis of aesthetic considerations and immediate vicinity of Legacy Village. The Committee shall take into consideration the aesthetics aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finished, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plans or designs be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.
35. General Provisions: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to changes said covenants in whole or part.
36. Electronic Notifications: Homeowner's shall be allowed to elect to receive all Association Correspondence electronically to their chosen email address. Such correspondence shall include but not be limited to annual meeting notices, packets, special meetings, violation notices etc. Alternatively, the Association shall send out such correspondence through the mail using the United States Postal Service (USPS).
37. Enforcement: Enforcement shall be by proceeding at law or inequity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, either to restrain violation or to recover damages: and enforcement as such covenants are running with the land and shall be enforced as set out herein. Any legal fees will be paid by the homeowner in violation.
38. Severability. Invalidation of any one of these covenants by judgment of court order shall be in no way effective on any of the other provisions, which shall remain in full force and effect.

39. Amendment. These protective covenants may be amended only as provided in this paragraph. The grantor "Teton Ridge Holdings LLC" maintains 100% control of the protective covenants until they have sold its last property within Legacy Village, after which time, these protective covenants may be amended by the Grantor if seventy-five (75%) of the other lot owners concur. At such time as the grantor owns no lots in Legacy Village, protective covenants may be amended by the vote of (75%) seventy-five percent of the owners of the lots.

Legacy Village Townhome Association

1. Description of House Ownership. There has been constructed on the above-described property, single family with zero lot line dwelling project. The project will be sold in single parcels described by legal documentation at time of purchase and each will be separate freehold estate, separately described and conveyed. Each parcel will have full rights of ownership but will be governed by and subject to both the provisions of this declaration and all amendments hereafter made thereto. "Parcels" as more fully defined hereafter shall consist of all the land in fee simple and the structures located on the real property and all rights appurtenant thereto. Lot 11, Block 5 is excluded from the Townhome Association because it constitutes a non-buildable lot and will not occupy a single-family dwelling. Its primary purpose is to provide access for an existing sewer manhole for routine maintenance.
2. Description of Townhome Ownership. There has been constructed on the above-described property a multi-family dwelling project. The project will be sold in single parcels described by legal documentation at time of purchase and each will be separate freehold estate, separately described and conveyed, but sharing a common wall with an adjoining parcel. Each parcel will have full rights of ownership but fully defined hereafter shall consist of all the land in fee simple and the structures located on the real property and all rights appurtenant thereto.
3. Managing Board of Directors. Rockwell Homes, Inc management personnel will be the Managing Board of Directors for the Legacy Village Townhome Association, to oversee that the Declaration of Covenants, Conditions and Restrictions for the Legacy Village Subdivision until Teton Ridge Holdings LLC or Rockwell Homes no longer has an equity interest in the Legacy Village Subdivision. During this interim, no Association meeting notices will be mailed or sent out unless deemed necessary. In regard to the Legacy Village Townhome Association, the Board of Directors will make all changes and decisions until all properties have been sold. At which time Legacy Village Townhome Association property owners will elect a new Board of Directors consisting of a President, Vice President, and Secretary/Treasurer chosen from the Legacy Village Townhome Association property owners by majority vote, and rules of meeting notices will apply.
4. Association Created. By this declaration, declarant declares the existence of Homeowners Association as an unincorporated nonprofit Association under Idaho Code § 53-701 et seq. The purpose and powers of the Association shall be all of the purposes and powers set forth in this declaration. The Association shall perform the duties and enforce the covenants and restrictions set forth in this declaration.
5. Membership. Every owner shall be a member of the Association. If more than one person holds title to a parcel, the membership related to that parcel shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which the title to the parcel is held. An owner shall be entitled to one membership for each parcel owned by him. Each such membership shall be appurtenant to the parcel. No person or entity other than an owner may be a member of the Association, provided, however, that the rights of membership may be assigned to a mortgagee as further security for a loan secured by a lien on a parcel.
6. Administration. The owners covenant and agree that the administration of the easement property, the enforcement of covenants and restrictions, and exterior decoration functions of the Association property shall be in accordance with the provisions of this declaration and the bylaws of this Association.
7. Meetings and Notices of the Association.
 - 7.1. Place of Meeting. Meetings of the Association shall be held either in-person at such place within the County of Bonneville in the State of Idaho or virtually, as the Board of Directors may specify in the notice, except as herein otherwise specified.
 - 7.2. Annual Meeting. During the time that Rockwell Homes Inc. is the Managing Board of Directors, there will be no meetings unless deemed necessary. After Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: The annual meetings of the

- Association shall be held during the 2nd quarter of the year and the date/time as well as location/venue of the meeting shall be determined by the Board of Directors as it deems appropriate.
- 7.3. Special Meetings. During the time that Rockwell Homes Inc. is the Managing Board of Directors, there will be no meeting notices mailed or sent out unless deemed necessary. After Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: Special meetings of the Association may be called at any time by written notice signed by a majority of the Board of Directors, or by owners having thirty percent (30%) of the total votes, delivered not less than ten- (10) days prior to the date fixed for said meeting. Such meeting shall be held on the project or such other place in Bonneville County, as the notice may specify and the notice thereof shall state the date, time, place, and matters to be considered and shall contain a qualified proxy for absentee voting.
- 7.4. Notices. During the time that Rockwell Homes Inc. is the Managing Board of Directors, there will be no meetings notices mailed or sent out unless deemed necessary. After the Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered to each Association member either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered 48 hours after a copy of the same has been deposited in the United State Mail, postage prepaid, addressed to each owner at the address given by such person to the Secretary for the purpose of service of such notice or to the parcel of such person if no other address has been given. Such address may be changed from time to time by notice in writing to the Secretary.
8. Quorum. After the Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: At any meeting of the Association, in person or represented by qualified proxy, shall constitute a quorum for any and all purposes, except where by express provision of this declaration a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum a meeting may be adjourned from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requisite to constitute a quorum shall attend. At any future gathering such an adjourned meeting where a quorum is present, any business may be transacted of which owners were originally notified.
9. Voting. After the Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: Voting shall be on a parcel basis, and each parcel shall be entitled to one vote. When a quorum is present at any meeting, the vote of owners representing at least fifty-one percent (51%) or more of the voting rights of the owners either present in person or represented by qualified proxy, shall decide any question of business brought before such meeting, including the election of the Board of Directors, unless the question is one upon which this declaration requires a different vote, in which case such express provisions shall govern and control the decision of such question. All votes may be cast either in person or by qualified proxy. All proxies shall be in writing and shall be delivered to the Secretary prior to the meeting.
10. Waiver of Notice. Any owner may at any time waive any notice required to be given under this declaration or by statute or otherwise. The presence of an owner in person at any meeting of the owners shall be deemed such waiver.
11. Action by Written Resolution.
- 11.1. During the time that Rockwell Homes Inc. is the Managing Board of Directors, there will be no action by written resolution unless deemed necessary by the managing board.
- 11.2. When the Legacy Village Townhome Association is turned over to the property owners, by its own motion, the Board of Directors shall cause a statement of the proposal to be delivered to all parcel owners. The statement shall set forth the proposed resolution and contain short statements from the proponents of the resolution and from the opponents of the action, if any, which fairly set forth the arguments in favor and against the proposal.
- 11.3. The statement shall be accompanied by a ballot containing the proposal and shall state a period of time beginning at least thirty- (30) days and not more than sixty (60) days from delivery when the ballot will be returnable to the Secretary of the Association or other location designated by the board.
- 11.4. A statement and ballot shall be either hand-delivered or mailed to each owner at the address maintained on the records of the Association. Mail delivery shall be complete on mailing by first-class mail.

- 11.5. A resolution will be deemed approved upon the receipt by the appointed agents within the designated time period of affirmative ballots signed by a majority of all owners. If the action were one that requires a two-thirds majority of all homeowners, or two-thirds of the members in attendance at a duly called meeting, the receipt of affirmative ballots signed by two-thirds of all homeowners shall be required for approval.

12. Board of Directors

- 12.1. Board of Directors Purposes and Powers. The Board of Directors shall be composed of three- (3) members, each of whom must be owners of parcels. On the majority vote of all parcel owners at a duly constituted meeting of the Association or by written resolution signed by a majority of all parcel owners, the number of directors constituting the Board of Directors may be expanded. No director may fulfill his or her duties by qualified proxy or substitute.
- 12.2. Election: After the Legacy Village Townhome Association has been turned over to the property owners, the rules of meeting notices will apply as the following: At the first special meeting of the Association called for that and any other purpose, an election of the Board of Directors shall be held for the initial Board of Directors. The Board of Directors shall serve for a term of one year, with the exception of the Vice President who will serve a two-year term. The first year the Vice President serves as the Vice President, the second year the Vice President automatically becomes the President and a new Vice President is elected. Each year a new Vice President and a new Secretary/Treasurer are elected. Two people may hold the Secretary/Treasurer position by one serving as the Secretary and the other serving as the Treasurer.
- 12.3. Vacancies. In the event of vacancies on the Board of Directors resulting from any reason whatsoever, a special meeting of the Association shall be called pursuant to Section 4.6, paragraph c., for the purpose of electing a director to fill the remainder of the term vacated.
- 12.4. Regular Meetings. A regular meeting of the Board of Directors shall be held immediately after the adjournment of each annual Association meeting. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the President or the Board of Directors may from time to time designate.
- 12.5. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or by three- (3) or more members. By unanimous consent of the Board of Directors.
- 12.6. Quorum and Voting. A quorum for the transaction of business at any meeting of the Board of Directors shall consist of a majority of the Board of Directors. All action shall be approved upon the vote of a majority of those in attendance at the duly called meeting at which a quorum is in attendance. A member of the board may be represented by a qualified proxy only if, but only if, all the other directors unanimously approve the qualified proxy in attendance at the meeting.
- 12.7. Compensation. Members of the Board of Directors, as such, shall not receive any stated salary or compensation. Only compensation would be to a management company if appointed by the HOA.
- 12.8. Waiver of Notice. Before or at any meeting of the Board of Directors, any member thereof may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting thereof shall be a waiver of notice by him of the time and place thereof.
- 12.9. Adjournments. The Board of Directors may adjourn any meeting from day to day or for such other times as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty- (30) days.
- 12.10. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Board of Directors handling or responsible for funds provide adequate fidelity bonds. The premium on such fidelity bonds shall be a common expense.
- 12.11. Indemnification. Each member of the Board of Directors shall be indemnified and held harmless by the owners against all costs, expenses and liabilities whatsoever, including without limitation, attorney's fees reasonably incurred by him in connection with any proceeding to which he may become involved by reason of his being or

having been a member of said body. Expenses incurred by reason of this indemnification shall be a common expense.

12.12. Written Resolution. Any action of the Board of Directors that could be approved at a meeting may be taken without a meeting if a consent in writing setting forth the action to be authorized, shall be signed by all the directors.

12.13. Officers.

12.13.1. Designation and Election. The principal officers of the Board of Directors shall be a President, a Vice President and a Secretary-Treasurer, all of whom shall be elected by a quorum at its first meeting following the annual meeting of the Association for a one-year term with the exception of the Vice President. The Board of Directors may appoint an assistant Secretary-Treasurer and such other officers as in its judgment may be necessary or desirable, but the same shall not be voting members unless elected from the quorum of the Association.

12.13.2. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the members of the Board of Directors.

12.13.3. President. The President shall be the chief executive of the Board of Directors and shall exercise general supervision over the Association's property and affairs. The President may also function as managing agent. The President shall sign on behalf of the Association all contracts relating to the property and shall do and perform all acts and things, which the Board of Directors may require of him. He shall preside at all meetings of the Association and Board of Directors. He shall have all of the general powers and duties which are normally vested in the office of the President of a corporation, including but not limited to, the power to appoint committees from among the members from time to time as may be in his discretion to assist in the conduct of the project. The President shall be the agent for serving process in any action relating to the common easement pursuant to Idaho Code § 55-1512.

12.13.4. Vice President. The Vice-President is elected to a one-year term as Vice President and then automatically becomes President for the following one-year term. The duties while acting as Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other members thereof to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be prescribed by the Board of Directors.

12.13.5. Secretary – Treasurer. Two people may hold the Secretary/Treasurer position by one serving as the Secretary and the other serving as the Treasurer. The Secretary – Treasurer shall keep the minutes of all meetings of the Board of Directors all the duties incident to the office of the Secretary – Treasurer and shall have the responsibility for the funds and securities of the Association and shall be responsible for keeping full and accurate accounts of all receipts and all disbursements in books belonging to the Board of Directors. He shall be responsible for the deposit of all monies and all other valuable effects in the name and to the credit of the Association in such depositories as may be from time to time designated by the Board of Directors.

12.14. Compensation. No compensation shall be paid to the officers for their services as officers. No compensation shall be paid to an officer for services performed by him for the Board of Directors in any other capacity, unless the Board of Directors shall have unanimously adopted a resolution authorizing such compensation before the services are undertaken.

12.15. Administrative Rules and Regulations. The Board of Directors shall have the power to adopt and establish by resolution such management and operational rules as it may deem necessary for the maintenance, operation, management and control of the property. The management body may adopt the initial regulations governing the use of the project by the owners without giving notice to the owners; however, subsequent regulations shall be adopted only after due notice of the proposed regulations is given to the owners and the owners are given an opportunity to present arguments for or against such regulation.

- 12.16. Obligation to Comply Herewith. All owners shall comply with all provisions of this declaration, the bylaws and the administrative rules and regulations pertaining to the project and shall require such compliance from their children, tenants, guests, employees and any other persons whom they invite upon the project. All agreements, decisions and determinations lawfully made by the Association shall be deemed to be binding on all owners and shall inure to their benefit. Each owner, any group of owners or the Association shall have standing and authority unless otherwise provided, to enforce by any legal means, including suit for specific performance, injunctive relief or damages, the provisions of the declaration and any duly adopted decisions or regulations of the Association.
13. Legacy Village Townhome Association Management
- 13.1. General Management of Project.
- 13.2. Responsibility for Management. The Association shall have the responsibility for management of the property.
- 13.3. Management in Accordance with Declaration, Etc. The Association shall be responsible for the control, operation and management of the project in accordance with the provisions of this declaration and such administrative, management and operational rules and regulations as may be adopted by the Association.
- 13.4. Necessary Powers. The Association shall have the powers necessary for the administration of the project's affairs.
- 13.5. Actions by Association. Without limiting the rights of any owner, actions may be brought by the Association on behalf of two or more of the owners with respect to any cause of action relating to the easement property appurtenant to one or more parcels, but all expenses incurred by the Association in so doing shall be assessed to the owners for whose benefit the suit is being brought.
- 13.6. Specific Duties of Association. The Association shall have the obligation to contract for the operation, repair and maintenance of the common ground and easement property and the exterior decoration, for necessary legal and accounting services and to purchase materials and supplies therefore. The Association shall make all expenditures authorized once such expenditures have been authorized in the annual budget. The declarant, prior to submitting an annual budget to the Association, is authorized to incur and pay reasonable and necessary expenses. All payment vouchers shall be approved by the President and after such approval shall be paid by the Association. Upon thirty- (30) days' notice to the Association and upon payment of a reasonable fee therefore, the Association shall furnish to any owner a statement of his account setting forth the amount of any unpaid assessments or other charges due or owing from such owner. It shall be the duty of the Association to bill, collect and receipt the collection of all monthly or annual assessments and to enforce the collection thereof. The Association shall have the affirmative obligation to enforce all provisions of this declaration and shall retain the services an attorney when necessary to do so. The Association shall record in the office of the Bonneville County Recorder all instruments affecting the property. The Association shall see that all members are informed with respect to all regulations as may be adopted and promulgated by the Board of Directors or Association from time to time. The Association shall have the authority and duty to designate and remove, when it deems removal appropriate, any property improperly remaining on the common ground and easement property and to contract for the snow removal, cleaning, maintenance and repair of the improvements on the common ground and easement property.
- 13.7. Accounting.
- 13.7.1. During the time that Rockwell Homes Inc. is the Managing Board of Directors, all accounting of the Association will be managed by Rockwell Homes Inc. management personnel. Rockwell Homes Inc. may at its discretion turn the management of the association over to a management company to manage in accordance with the provisions of this declaration and the bylaws of this Association. A full accounting of the Associations' books and records will be disclosed at the time the Association is turned over to the property owners.
- 13.7.2. Books and Accounts. The books and accounts of the Association shall be kept under the direction of the Secretary-Treasurer and in accordance with the reasonable standards of accounting procedures.
- 13.7.3. Report. At the close of each account year, the books and records of the project shall be reviewed by a person or firm approved by the Association. Report of such review shall be

prepared and submitted to the owners at or before the annual meeting of the Association, provided, however, that a certified audit by a certified public accountant approved by the Association shall be made if the owners so vote.

13.7.4. Inspection of Books. Financial reports, such as are required to be furnished, shall be available at the principal office of the Association for inspection at reasonable times by any owner.

13.7.5. Mortgagee's Right to Management Information. Any mortgagee shall be entitled upon request to:

13.7.5.1. Inspect the books and records of the project at the office of the Association during normal business hours;

13.7.5.2. Receive an annual financial statement of the Association within ninety- (90) days following the end of the fiscal year; and

13.7.5.3. Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

13.8. Contracting of Administrative Duties. The Association may, at its option, enter into an agreement with any other homeowner's Association or professional management entity for contract periods not exceeding three- (3) years for performance of administrative duties of the Association. The Association may contract with such agents as appropriate for any of its required functions including the collection of assessments and all bookkeeping and accounting.

14. Legacy Village Townhome Association Common Expenses

14.1. During the time that Rockwell Homes Inc. is the managing Board of Directors, they will have full control over managing common expenses incurred in the project.

14.2. Annual Budget. The Association shall prepare an annual budget, which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year. The annual budget shall be the basis for the assessment for the next year. It may include among other things, insurance, common lighting, landscaping and care of grounds, repairs, renovations and painting of the easement property, snow removal, wages, water charges, legal and accounting fees, management fees, taxes, expenses and liabilities incurred by the Association under or by reason of this declaration, the payment of any deficit remaining from a previous period and the creation of a contingency or other reserve or surplus fund, as determined by the Association. The Association's fiscal year shall be the calendar year.

14.3. Presented to Owners. During the time that Rockwell Homes, Inc. is the Managing Board of Directors, there will be no meetings unless deemed necessary. The proposed annual budget shall be presented at a regularly constituted meeting of the Association to be scheduled at least one month before the commencement of the budgeted year. At such meetings, approval by a quorum of all the owners present either in person or represented by qualified proxy, shall be necessary to ratify the annual budget for the following year. The budget for the prior year shall remain in effect until a new budget is approved. Failure to hold the annual budget meeting by the scheduled time shall not invalidate the budget process for the rest of the year.

14.4. HOA Lawn Care/Snow Removal is Assessed to Townhome Owner and Paid. Lawn care and snow removal is paid by the association through the HOA fees. If a delinquency occurs and the delinquency exceeds 60 days, service for lawn and yard care will be discontinued without notice. For reinstatement, the past due amount plus the total amount of the remaining contract term is due before service will be reinstated, plus a \$25 per month late fee. If a delinquency occurs and exceeds 60 days for an annual assessment, collection action will ensue including all cost of collection.

14.5. Monthly Association Fees: All Owners will be assessed a Monthly Association fee due the 1st of each calendar month for all Legacy Village Association common expenses for administration, supplies, lawncare, snow removal, maintenance, repair, road repair and maintenance or replacement of the common areas and facilities. The fee shall be **\$80 per month** per parcel owner for townhomes and duplexes, subject to change by the Association as needed. Association common expenses and common area assessments will be examined from time to time to determine if assessments are accurate and up to date. Any payment not received by the 1st of the month is subject to a \$15 late fee for each month that that payment is past due. For any past due fees which extend beyond 60 days, a 12% (per annum) interest fee will also be included. Furthermore, any

delinquent account beyond 90 days shall be turned over to a collection agency (or attorney) to proceed with the collections on the Association's behalf.

- 14.6. Start-up Assessment Each Owner will be charged a one-time Start-Up Assessment of **\$75**. The Start-Up Assessment is due at the closing of the transfer of the home from the Grantor to the first Owner. This Start-Up Assessment shall not be prorated for any time left in the calendar year following closing but shall be paid in full and in addition to the prorated Monthly Association Fee described in Section 16. This Start-up Assessment shall be used by the Association to pay Grantor for all of the initial attorney fees, accounting fees, recording fees and filing fees relating to the creation of this Declaration and the Association, and the filing and recording thereof. When these amounts are paid, the Association may, in its sole discretion, use any remainder of the start-up fees as it would use regular assessments or fees.
- 14.7. Transfer Fee Assessment Each homeowner will be charged a Transfer Fee Assessment of **\$300** which shall be paid to the Association Management Company whenever an Owner other than the Grantor, sells or transfer ownership of said home to a different Owner.
- 14.8. Interest and Costs of Collection: Annual association fees and monthly lawn care fees are due in advance on or before February 1st of each calendar year. A \$10 late fee plus 18% interest will be assessed for any payment paid five days or more past the due date. All assessments and fees are payable to "Legacy Village Townhome Association" and mailed or delivered to 3539 Briar Creek Lane, Ammon, ID 83406, or at such other address designated by the Association in writing. Unpaid Association dues shall include a \$100 filing fee plus necessary collection charges attorney's fees, collection agency, costs of suit and costs of establishing a lien or foreclosure of the same, shall also become a debt of the owner at the time such costs are incurred and constitute a lien upon the property.
- 14.9. Insurance. All owners of property will provide their own hazard or public liability insurance homeowners policy on the property owned by them. The Association or Board of Directors shall maintain the following insurance as outlined below and as detailed in section 19 of "PROTECTIVE COVENANTS FOR LEGACY VILLAGE TOWNHOMES"
- 14.10. During the time that Rockwell Homes Inc. is the managing Board of Directors for the Legacy Village Townhome Association. The Hazard Insurance, Fidelity Insurance and Liability Insurance can be covered under the Insurance Policy's set up and managed by "Legacy Village Townhomes". The managing Board of Directors will ensure that all Insurances mention in this document is in place either through Legacy Village Townhome Association.

14.8.1. Hazard Insurance. The association shall at all times maintain in force hazard insurance meeting the following requirements: A multi-peril type "master" or "blanket" policy covering common areas. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement; debris removal, cost at demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to projects similar to the development in construction, location, and use. As a minimum, such policy shall provide coverage on replacement cost basis in a amount not less than that necessary to comply with any coinsurance percentage specified in the policy but not less than one hundred percent (100%) of the full insurable value (based on the replacement cost).

14.8.2 Liability Insurance: The Association of owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a severability of interest endorsement of its equivalent which shall preclude the insurer from denying the claim of an owner because of negligent acts of other Owners, or the Association of Owners. The coverage afforded by such public liability for non-owned automobiles, and such other risks as customarily are covered with respect to projects similar to the Development in construction, location and use. The limit of liability under such insurance shall not be less than \$2,000,000 for all claims for personal injury and or/property damage arising out of a single occurrence.

- 14.11. Lien Against Parcel. The amount of any such assessments or other extraordinary assessments together with costs of collection shall be secured by a lien upon the parcel assessed, from and after the time the Association causes to be recorded with the Bonneville County Recorder's Office a notice of assessment which shall state the amount of the annual assessment, the amount of any periodic installment and the due date thereof and all incurred or anticipated collection costs, a description of the parcel against which it has been assessed and the name of the recorded owner thereof. Such notice shall be signed by a duly authorized representative of the Association and may be filed at any time after delinquency in payment. If any assessment or installment is not paid within three- (3) months of the due date, such lien may be foreclosed in like manner as a mortgage upon real property.
- 14.12. No Abandonment. No owner may exempt himself from liability for his contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the easement properties or by the abandonment of his parcel.
- 14.13. Reserve Fund Upon Transfer. If an owner transfers his parcel to another, his interest in all funds of the Association including any reserve fund shall be deemed to also have been transferred to the new owner as an appurtenance to the transferred parcel.
- 14.14. Grantee Liable. The grantee of a parcel shall be jointly and severally liable with the grantor for all unpaid assessments owned by the grantor at the time of the conveyance, but such liability shall be without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefore.
- 14.15. Statement of Assessment. Upon payment of a reasonable fee and upon written request by any owner, mortgagee, prospective mortgagee, or prospective purchaser of a parcel, the Association shall issue a written statement setting forth with respect to any parcel the amount of the unpaid assessments, if any, the amount of the current periodic assessment and the date that such assessment becomes or became due; credit for advanced payments or prepaid items, including, but not limited to, an owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith except in the case of obvious error. Unless the request for such written statements shall be met within ten- (10) days, all unpaid assessments which become due prior to the date of making of such request shall be subordinate to the lien, if any, held by the person making the request. Any mortgagee may pay any amount shown as due on such statement, and upon such payment such mortgagee shall have a lien on such parcel for the amount paid of the same rank as the lien of his encumbrance.
- 14.16. Assignment of Rents. If any owner who is renting his parcel to another shall default for a period of one month in the payment of any assessments, the Association may, at its option, and for so long as such default shall continue, demand and receive from any tenant occupying the parcel, any portion of the rent due or becoming due, and to the extent such rent is paid to the Association such tenant shall be discharged of liability to the owner.
- 14.17. Mortgagee Protection. Notwithstanding all other provisions of this Article, the liens created hereunder upon any parcel shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage and any purchase money mortgage created by the original purchaser of each parcel from developer made in good faith and for value, provided that after foreclosure and sale by any such first mortgagee, there may be a lien created to secure all assessments, whether regular or special, coming due after the date of such foreclosure sale. No amendment of this declaration shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof. By subordination agreement executed by the Association, the benefits of this paragraph may be extended to mortgagees not otherwise entitled thereto. Any mortgagee which comes into possession of the parcel pursuant to the remedies provided in the mortgage or by transfer in lieu of the Bonneville County Recorder's Office subsequent to the date when such mortgage was filed of record in that office and shall take free of any claims for unpaid assessments or charges for which no notice of lien has been filed and which have accrued prior to the time when such holder comes into possession of such parcel. Assessments shall be deemed to accrue and become due periodically as assessed and not annually, and assessments becoming due subsequent to when the holder of such mortgage comes into possession of such parcel may be secured by the creation of a lien against such parcel.

15. Legacy Village Townhome Association Definitions.

- 15.1. "Association" means the Legacy Village Townhome Association an unincorporated Association composed of all owners as defined in the Legacy Village Townhome Associations Section Paragraph 1 & 2. Rockwell Homes, management personnel will be the Managing Board of Directors for the Association until all properties have been sold. At which time the Legacy Village Townhome Association property owners will elect a new Board of Directors consisting of a President, Vice President, and Secretary/Treasurer chosen from the Legacy Village Townhome Association owners by unanimous vote. During the time that Rockwell Homes is Managing Board of Directors, there will be no meeting or notices mailed or sent out unless deemed necessary by the managing board. After the Legacy Village Townhome Association has been turned over the property owners, the rules of meeting notices will apply.
- 15.2. "COMMON EXPENSE" means any amount assessed against the owners of a parcel pursuant to this declaration, e.g. mandatory monthly utilities, and pursuant to such rules and regulations as the Association shall adopt or agree upon for the care and maintenance of the easement property and the common good and benefit of the parcel owners.
- 15.3. "Development plan" means the graphic representation of the property and legal description of each individual parcel, which will be spelled out individually at time of sale.
- 15.4. "Easement property" means the part of each parcel not covered by buildings, or fenced yards as granted by the original subdivision. Fenced area shall then become limited easement area private to the parcel owner and maintained by the Association only if gates and access are readily available to maintenance crews. If the fenced area is not accessible the parcel owner will be responsible for maintaining that portion. If the fenced area is not accessible the parcel owner will be responsible for maintaining that portion. Gates must be a minimum of 4 feet wide.
- 15.5. "Institutional mortgagee" means any institutional holder of any interest in any mortgagee or deed of trust by which a parcel of the property is encumbered.
- 15.6. "Management body" means the Association or the designated agent thereof.
- 15.7. "Property" shall mean and refer to real property described herein, together with all improvements existing or from time to time constructed thereon.
- 15.8. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any parcel, excluding however, any mortgagees unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. If more than one person or entity owns a parcel, the multiple owners shall only be allowed one vote in the meetings of the Association. A purchaser under a contract of sale shall be deemed an owner if the contract is recorded in the Bonneville County Recorder's Office.
- 15.9. "Parcel" means the entire parcel of the property as described by the metes and bounds description together with all appurtenances thereto. Each parcel shall consist of the described land with all improvements constructed thereon, but subject to the easements identified herein. On each parcel that a Town house is constructed it will be a one-story with a garage, and with or without a basement. Each Town house residence shares a common wall with one or more of the other parcels. The parcels in that each Owner owns and is responsible for all the improvements on the parcel.
- 15.10. "Unit" means the improvements constructed on a parcel. The unit number means the street address and number of the unit that will be used as a post office address.
- 15.11. Easement. Each parcel is hereby declared to be subject to and conversely the owners thereof the following common easements:
- 15.11.1. A perpetual right and easement for ingress and egress by vehicles along roadways, alleys and driveways.
- 15.11.2. A perpetual right and easement of light, air, prospect over and across all the easement property.

- 15.11.3. The right of horizontal and lateral support.
- 15.11.4. The right to clean, maintain, repair, replace, beautify, landscape, and decorate the easement property including the right to remove any vehicle or other property left upon the individual driveways for more than forty-eight consecutive hours without being moved.
- 15.11.5. An easement for the water, gas, electric, sewer and TV cable and other utility lines as the same now exist, or as may hereafter be authorized by the Association, together with the right to maintain, repair and replace the same.
- 15.11.6. If any building upon any of the parcels encroaches or shall hereafter encroach upon another parcel, an easement for such encroachment and for the maintenance of the same shall and does exist.
- 15.11.7. The right, upon approval by the Association Board, with reasonable notice, to go in upon the parcel to repair the exterior of the residence, adjacent units, and any easement property.

15.12. Restrictions.

- 15.12.1. Exterior Appearance and Maintenance. It is the intent of this development that the exterior of all Town houses shall be painted and decorated in accordance with the color selections made by the Association. No change, addition or alteration or change in exterior decoration shall be done by the owner except in conformity to the exterior decorating scheme adopted and approved by the Association for all the units. It will remain the duty of the owner to maintain the structural integrity and weather ability of this residence, specifically including but not limited to maintaining the soundness of the roof, windows, doors and exterior walls. It is also the responsibility of owners to maintain the exterior decorating scheme.
- 15.12.2. Landscaping. Lawn and landscaping for the front, side yards, and back yard will be completed at the expense of owner or builder (depending on their contractual agreement) within the months between April 1st and October 1st, weather permitting.

16. AMENDMENTS


- 16.1. Rockwell Homes management personnel will be the Managing Board of Directors until all properties have been sold.
- 16.2. This declaration may be amended (after the Association is managed by the property owners) by the unanimous vote of a quorum of those parcel owners in attendance including qualified proxy votes at a duly called and constituted special meeting of the Association. Any amendment shall be recorded in the Bonneville County Recorder's Office, State of Idaho, and shall be accompanied by a certificate of the Secretary of the Association certifying the manner of the adoption of said amendment. Also, a copy of said amendment shall be sent to each owner. Thereafter, the amendment shall be binding upon each owner, whether the burdens thereof are increased or decreased thereby or whether the owner of a particular parcel consented thereto. Provided, however, unless all mortgagee and all owners of the parcel have given their prior written approval, no amendment shall be made which changes the prorated interest or obligation of any parcel for purposes of levying assessments and changes for Association expenses or changing the manner in which taxes are assessed against the parcels.


Curtis Johnson (Teton Ridge Holdings LLC)

4/17/24
Date

STATE OF IDAHO)
COUNTY OF Bonneville)

On this 17 day of April, in the year of 2024, Curtis Johnson appeared before me and is the person subscribed to the forgoing Instrument as member of Legacy Village Townhome Association and acknowledged to me that s/he executed the same in said company's name.


Notary Public of Idaho
Residing at: Idaho Falls
Commission Expires: 1-14-2026

