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**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SILVERPINE VILLAGE**

THIS DECLARATION is made this 9th day of OCTOBER, 2017, by Silverpine Village LLC, ("Declarant").

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community: The name of the common interest community created by this Declaration is "Silverpine Village" (hereinafter "**Silverpine Village**" or "**the Community**"). All of the community is located in Valley County, Idaho.

Section 1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is described in that certain Final Plat of Silverpine Village which is filed of record with the Office of Recorder of Valley County, Idaho as Instrument No. 409438. Such property shall be referred to in this Declaration as "**the Property**".

Section 1.3 Property Owners Association: The Silverpine Village Owners Association, Inc., an Idaho nonprofit corporation, has been formed to perform certain functions and to hold and manage certain property for the common benefit of the Owners of lots within the Community (hereinafter "**the Association**").

Section 1.4 Purpose of Declaration: This Declaration defines certain rights and obligations of Owners within the Community with respect to the Association and with respect to functions undertaken and facilities held by the Association.

Section 1.5 Declaration: Declarant hereby declares that each Lot, Parcel or portion of the Property is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant,

Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

Section 2.1 Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.2 Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 2.3 Association: "Association" shall mean the Silverpine Village Owners Association.

Section 2.4 Association Documents: "Association Documents" shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; (c) this Declaration; (d) the Rules and Regulations which may be [promulgated by the Board; (e) the Design Guidelines; and, all Amendments to any of the aforementioned documents.

Section 2.5 Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6 Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Section 2.7 Building Envelope: "Building Envelope" shall mean the designated area within a Lot upon which a Silverpine Village Townhome may be constructed. The Building Envelope shall be designated by Declarant.

Section 2.8 Common Area, Common Area Lot or Common Open Space: Property within the Silverpine Village platted area owned or controlled by the Association for the benefit and use of the Owners and their guests and invitees. This shall include both property owned by the Association and property controlled by the Association pursuant to the Common Area Easements imposed on all Lots as described herein.

Section 2.9 Community: "Community" as used herein shall refer to Silverpine Village, as platted.

Section 2.10 Declarant: "Declarant" shall mean the Silverpine Village LLC, and any successor bulk purchaser of Declarant's lots within the Property who is designated in a writing recorded with the Office of Recorder of Valley County, Idaho by the Silverpine Village LLC as a successor Declarant.

Section 2.11 Declaration: "Declaration" shall mean this Declaration and any subsequently recorded amendment hereto or restatement hereof.

Section 2.12 Design Guidelines: "Design Guidelines" shall mean Design Guidelines, if any, which shall be developed and maintained by the Board.

Section 2.13 Drives: "Drives" shall mean the paved roads within the Community.

Section 2.14 Improvements: "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 2.15 Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot on the Plat. A lot may also be referred to herein as a "**Parcel**".

Section 2.16 Member: "Member" shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot. For purposes of voting, each Lot shall be deemed to have one Member, who shall be designated by the Lot Owner(s).

Section 2.17 Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in a Lot as shown on the records of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.18 Person: "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.19 Plat: "Plat" shall mean the final plat for Silverpine Village, which is filed of record with the Valley County Office of Recorder as Instrument No. _____, and any subsequently recorded amendment hereto.

Section 2.20 Rules and Regulations: "Rules and Regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

Section 2.21 Silverpine Village Townhome: "Silverpine Village Townhome" or "Townhome" shall mean the residence which is constructed on a Lot on the Property.

Section 2.22 Structure: "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

Section 2.23 Unit: "Unit" shall mean an individual Silverpine Village Townhome and the Lot on which it is located, with ownership to the Common Wall Lot Line between Townhomes as described in Section 9.1 below. If no Townhome has been constructed, then "Unit" shall mean the Lot.

Section 2.24 Vehicles: "Vehicles" shall mean automobiles and passenger trucks.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the subject Lots in the Property shall be used and occupied solely for single-family residential purposes; provided, the Association may use any Common Area Lot for snow storage and other uses which, in the judgment of the

Board, benefit the Owners. None of the subject Lots or Parcels shall be split, divided or subdivided into smaller Lots or Parcels than are indicated on the Plat. All Lots shall be subject to the following additional conditions and limitations:

A. No buildings other than one Silverpine Village Townhome, with garage included, shall be erected or maintained on any Lot, except for buildings which may be constructed by the Association as needed for utilities, recreational activities, or other purposes which in the judgment of the Board benefit the Owners. The Townhome must be constructed within the Building Envelope. No use whatsoever shall be made of any Parcel herein other than single family residential, except as provided herein.

B. Owners, or visitors and guests may park Vehicles in the driveway areas in front of the Unit garages.

C. No TV Satellite dishes shall be allowed, except as approved by the Association, which shall select an acceptable provider to assure uniformity throughout the Community.

D. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed on any Lot which is or may become a nuisance or cause any significant embarrassment, disturbance or annoyance to others.

E. No activities shall be conducted on any Lot which are or might be unsafe or hazardous to any person or property.

Section 3.2 In Home Businesses: Business or commercial activity which involves the coming and going of clients or customers or employees or the parking or storage on a Lot of Vehicles, machinery, equipment or materials shall not be allowed on the Property. "In-Home Businesses", which do not involve the coming or going of customers or clients or employees or the parking or storage on a Lot of Vehicles, machinery, equipment or materials and which are contained within the Townhome shall be allowed on the Property.

Section 3.3 Storage of Owners' Equipment: All Owners' snowmobiles, boats, boat trailers, travel trailers, camper trailers, motor homes, recreational vehicles, automotive campers, motorcycles, all-terrain vehicles or other vehicles or equipment other than automobiles and passenger trucks shall be parked/stored in a garage or off-site; provided, such equipment may be parked in a driveway in front of an Owner's garage temporarily (i.e. for a period not to exceed 72 hours within any ten (10) day period).

Section 3.4 Animals: No animals, of any kind, except for household pets shall be kept on any portion of a Unit or Lot.

A. Pets: Not more than two Household pets weighing less than 40 pounds each may be kept in a Unit. Pets must be on a leash and accompanied by and under the control of the Owner if outside of a Unit. Dogs (within the aforesaid weight restriction) and cats shall be allowed. Any other animal considered by the Owner to be a pet can be kept in a Unit only with the prior consent of the Board, which consent may be granted or withheld in the Board's sole discretion.

B. Dogs: Consistent and/or chronic barking by dogs shall be considered a nuisance.

Section 3.5 Fences: No fence shall be constructed on the property, except as follows:

A. A perimeter fence that surrounds the entire Property or monuments a portion of the external Property boundaries or fencing in select areas for privacy/security purposes may be constructed by the Association in the discretion of the Board. If constructed, such fence(s) shall be maintained by the Association.

Section 3.6 Rebuilding or Restoration: Any Unit which may be destroyed in whole or in part must be rebuilt by the Owner to the same design and specifications as the original Unit. Such rebuilding, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred. In such case, prior to applying for a Building Permit, all plans and specifications for the Unit must be submitted to and approved by the Board, to establish conformity with the original design and specifications. The Board shall have the discretion to vary such original design, plans and specifications, if the Board determines, in its sole discretion, that doing so is consistent with the architectural character and appearance of the Community and is in compliance with the City of McCall's conditions of approval for the Silverpine Village Planned Unit Development and Final Plat, the terms of the Silverpine Village Development Agreement, and all other applicable Permits and Approvals and Association Documents.

Section 3.7 Drainage: There shall be no interference by an Owner with the established drainage patterns over any portion of the Property.

Section 3.8 Utilities:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Community. The purchaser and Owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by the City of McCall.

C. Sewage Disposal: Sewage disposal for each Lot shall be supplied by the City of McCall/Payette Lakes Recreational Sewer & Water District.

D. Solid Waste: All Owners shall participate in any solid waste collection services which provided by a City or County approved Contractor(s). All garbage cans or containers shall be kept inside the Unit's garage, except on the day of pick-up.

E. Propane: Propane shall be provided to each Unit by a provider selected by Declarant and, after the Transfer of Control, the Association. Propane tanks shall be underground and may be placed by Declarant within the Common Area.

F. Association Function: In the event that the Association is billed for utilities by a utility provider, then the Association shall assess such billed amounts to the Units on a pro rata basis or other basis which is equitable in the discretion of the Board.

Section 3.9 Building and Grounds Conditions: Although primary responsibility for maintenance and upkeep of Lots shall be vested with the Association, each Owner shall have an independent duty to maintain his or her Lot in good appearance at all times.

Section 3.10 Refuse: No unsightly objects or materials, including but not limited to abandoned or unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited on any Lot. The Board's determination that an object, material or item falls within the purview of this Section shall be controlling on the Owners.

In the event that any Owner shall permit the accumulation of such materials, vehicles, or equipment, as aforesaid, so as to create in the judgment of the Board a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days' prior written notice to the Owner, shall have the right without further notice to Owner to correct such condition, by removing such materials, vehicles, or equipment and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. The Owner shall be personally liable for such cost, and such Owner's property shall also be subject to a lien as provided in Article 8 for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work

Section 3.11 Signs: The only signs permitted on any Lot or improvement shall be:

A. One sign of customary size for identification of the occupant and the address of any dwelling;

B. Signs for sale and administration purposes installed by the Declarant during development;

C. Standard Real Estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size;

D. Signs placed by the Association as may be necessary to advise Members, Owners and guests of Rules and Regulations, to caution or warn of danger or otherwise deemed necessary by the Board; and,

E. Such signs as may be required by law.

Section 3.12 No Further Subdivision: No Lot may be further subdivided, nor reduced or subjected to any fractional ownership regime.

Section 3.13 Renting/Leasing a Unit: Leasing or renting of a Unit shall be prohibited, except in strict conformity with the following provisions:

A. A Unit Owner shall have the right to lease or rent the Unit, subject to the condition that the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant, without prejudice to the Owner's right to collect any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must be subject to the following additional conditions:

1. Unit. The lease or rental shall be of the entire Unit.
2. Copies of the current Declaration of CC&R's and all Rules and Regulations in place for the Community shall be appended to the lease or rental agreement and compliance therewith shall be a condition in the lease or rental agreement.
3. A copy of the signed lease or rental agreement shall be provided by the Owner to the Board and the Declarant upon request.
4. Owner Responsibility. The Owner shall remain responsible to the Association and subject to personal liability and responsibility to the Association for any violations by an Owner's renter/lessee of any provisions of this Declaration, as amended, or of any of the Association Documents.

B. The Association shall have the authority to amend the provisions of this Section to further limit or prohibit rentals, provided that such amendment is in compliance with state statutes.

Section 3.14 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain Board approval of any such Improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

ARTICLE 4 - ASSOCIATION OPERATION

Section 4.1 Organization: The Association shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted consistent with the provisions of this Declaration.

Section 4.2 Board Managed: Except as otherwise stated herein or in the Articles or Bylaws, all powers and responsibilities assigned herein to the "Association" may be exercised and performed by the Board.

Section 4.3 Membership: The following shall be Members of the Association: (1) each Owner of a Unit, which carries a Class A Membership; and, (2) Declarant (the Class B-Declarant Member). The details with regard to voting rights and the appointment of directors, are all defined and described in the Bylaws.

Section 4.4 Classes of Membership/Voting Rights: The Association shall have two (2) classes of membership, the Class A Membership and the Class B-Declarant Member, as is more fully described in the Bylaws.

Section 4.5 No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner.

Section 4.6 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association Bylaws.

Section 4.7 Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first to occur* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the Members of the Board of Directors; or,

B. Upon that date which is sixty (60) days after one hundred per cent (100%) of all lots within the Property have been sold to persons other than Declarant.

Such date is herein referred to as the “**Transfer of Control Date**”.

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

Section 5.1 General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 5.2 Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

A. **Assessments:** The power to levy Assessments on any Owner or any portion of the Property on a monthly, quarterly or annual basis and to force payment of such Assessments, all in accordance with the provisions of this Declaration and the Bylaws.

B. **Right of Enforcement:** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Bylaws, the Articles, the Design Guidelines or the Rules and Regulations, and to enforce by injunction or otherwise, all provisions hereof.

C. **Delegation of Powers:** The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

D. **Association Rules:** The power to adopt, amend and repeal by majority vote of the Board such Rules and Regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this

Declaration, the Articles or the Bylaws to the extent of any such inconsistency. The power granted herein and in the Bylaws shall include the power to adopt rules and regulations regarding the rental by Owners of their Units, and the handling and storage of solid waste.

E. Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

F. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

G. Maintenance Function: The power to perform the Maintenance Function, as described in Section 5.3 below.

H. Fines: The power to fine a Member for a violation of this Declaration or the Rules and Regulations, in such amount(s) as are specified in the Rules and Regulations, provided:

(1) A majority vote by the Board shall be required prior to imposing any fine on a Member;

(2) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting;

(3) In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith until fully resolved; and,

(4) No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board.

(5) No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney's fees.

I. Alpine Village Plaza: The power to enter into a joint maintenance agreement with the Alpine Village Owners Association related to the management, maintenance and upkeep of the Alpine Village Plaza and to levy such assessments as are necessary to implement such agreement(s).

J. Design Guidelines: The power to make, establish, promulgate, amend and repeal such Design Guidelines and Association Rules and Regulations as the Board shall deem advisable.

K. Architectural Control Committee: The Board shall, as needed, act as the Architectural Control Committee, subject to the provisions of this Declaration. Townhomes constructed by Declarant shall not be subject to any architectural or design review.

Section 5.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers assigned to the Association by this Declaration, the Articles and Bylaws and applicable statutes, and without in any way limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

A. Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.

B. Duty to Accept Property, Common Open Spaces, and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any Improvements thereon, any easement or other right, any Common Open Spaces, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

C. Maintenance Function: In the interest of protecting and preserving the appearance of the Community, the Association shall be responsible for the repair, maintenance and upkeep of: (i) all aspects and elements of the exteriors of the Units, including but not limited to decks, balconies, roofs, siding, windows, doors and foundations; (ii) the Drives, the Driveways, the pedestrian pathways constructed on the Property; and, (iii) all Common Areas and Common Area Improvements (the "**Maintenance Function**"). The Association shall levy assessments for the cost thereof in accordance with Article 8 of this Declaration and the Bylaws. The Association shall not only have the above-stated responsibility for the Maintenance Function; but, it shall have the exclusive authority for the Maintenance Function. The Association shall perform such repairs, maintenance and upkeep in such manner and with such frequency as is required in the discretion of the Association to maintain an attractive appearance of the Units and the Community. With the prior approval of the Board, which may be granted or withheld in the sole discretion of the Association, an Owner shall be entitled to perform such maintenance, repairs and upkeep himself/herself. Owners shall be responsible for the maintenance and upkeep of the interiors of their Units.

D. Landscaping: In the interest of protecting and preserving the appearance of the Community, the Association shall be responsible for the planting and maintenance of all landscaping on all Common Areas and Open Space, as well as within additional areas to which the Association may have an easement and shall levy assessments for the cost thereof in accordance with Article 8 of this Declaration and the Bylaws. The Association shall repair, maintain and replace landscaping in such manner and with such

frequency as is required in the discretion of the Association to maintain an attractive appearance of the Community. With the prior approval of the Board, an Owner shall be entitled to perform such maintenance, repairs and upkeep himself/herself.

ARTICLE 6 – EASEMENTS AND RESERVATIONS

Section 6.1 Common Area Easement: There is hereby imposed and all Owners shall take title to their Lot subject to a Common Area Easement in favor of the Association on and to all land within the Property which is outside of the footprints of the Townhomes. The purpose of this Easement shall be to assure uniform and consistent appearance and quality throughout the Community. This Easement shall grant to the Association control over the property which is subject to the Easement for purposes which shall include but not be limited to:

- A. the planting, maintenance, repair and replacement of landscaping and vegetation;
- B. the construction, maintenance, repair and replacement of Improvements for the benefit of the Community and the Owners (“**Common Area Improvements**”);
- C. the placement, maintenance, repair and replacement of utilities and related facilities and structures, including storm water facilities;
- D. the access to and maintenance and repair of all aspects and elements of the exteriors of the Units, including but not limited to roofs, siding, windows, doors and foundations;
- E. the storage of snow;
- F. the performance of the Maintenance Function; and,
- G. the conduct of special events.

All portions of the Property which are subject to the Common Area Easement and which are not included in the Drives, the Drive Right-of-Ways, the Driveways, and property on which Improvements are constructed shall be considered and shall be maintained as Common Open Space and shall be maintained to the greatest extent possible as greenspace. “Greenspace”, for purposes of this Section, shall mean property principally containing natural vegetation, maintained landscaping, pedestrian pathways and sidewalks, and related features consistent with pedestrian and recreational use.

Repair of damage to the interior of any part of a Unit resulting from the Association’s performance and exercise of the Maintenance Function shall be an expense of the Association; provided, however, that if such damages results from the negligence or actions of the Owner, then such Owner shall be responsible for all of the cost of repairing such damage.

Section 6.2 Declarant’s Reservations:

- A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all Lots for: (i) the construction of Townhomes, the Drives and Driveways, the pedestrian pathways, and all Common Area Improvements; (ii) the installation or extension of Utilities, (iii) the storage of materials during construction; (iv) the construction of storm water retention, collection and transference facilities, and, (v) all grading related to the aforesaid activities.

B. Declarant reserves all easements shown on the Final Plat.

C. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Property to the first Owner thereof other than Declarant. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 6.3 Other Easements:

A. No Owner shall obstruct or do anything which materially interferes with the rights of the holder of or users of any easements which are reserved herein, shown on the Plat or established as a matter of public record.

ARTICLE 7 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

Section 7.1 Period of Declarant's Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 6 above, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property or a Lot by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any Lot within the Property is conveyed by Declarant shall be subject to such rights and reservations. The rights, reservations and easements reserved above and hereinafter set forth shall be senior and superior to any other provisions of the Association documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment. Declarant's said rights shall survive the Transfer of Control Date, as defined at Section 4.7.

Section 7.2: Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration. In the event that the Silverpine Village LLC is dissolved and fails to notify the Association of a successor for these purposes, then the person(s) holding a majority of shares in the Silverpine Village LLC at the time of its dissolution shall be deemed the successor Declarant for these purposes.

Section 7.3 Veto Power: Until the Transfer of Control Date, as defined in Section 4.7, Declarant's approval of any proposed amendment to this Declaration or to the Articles,

Bylaws, or Design Guidelines or to the promulgation or amendment of any Rule or Regulation, shall be required.

ARTICLE 8 - ASSESSMENTS

Section 8.1 Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Property each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Common and Special Assessments and charges made against such Owner pursuant to the provisions of this Declaration and Articles 8 and 9 of the Bylaws.

ARTICLE 9-COMMON WALL MAINTENANCE

Section 9.1 Ownership to Center of Common Wall Lot Line: A Common Wall Lot Line is shown on the Plat, between each Silverpine Village Townhome. The Common Wall Lot Line is intended to run along the center of the common wall between Units that rest on either side of said Common Wall Lot Line (“**Common Wall**”). As provided at Section 9.5 below, Declarant reserves the right to amend the Plat, or take such other action as may be necessary, to conform the Common Wall Lot Line to the center of the Common Wall as actually constructed. Ownership of a Unit shall run to the center of the Common Wall.

Section 9.2 Responsibility of the Owner: The Owner at the Owner's expense shall maintain and keep in repair the interior of their Unit. “**Interior of the Unit**” as used herein shall mean all portions, components and elements of the Townhome except for: (i) the exterior features which the Association shall maintain as provided in Section 5.3 (C) above and (ii) the “**Shaft Wall**” which is inside the Common Wall. An Owner shall not allow any action or work that will impair the structural soundness or integrity of the Unit or which in any way impacts, alters or damages the Shaft Wall. An Owner shall not be responsible for repair occasioned by casualty occurring outside their Unit, unless such casualty is due to the act or negligence of the Owner, or the guests, invitees, or tenants of such Owner. An Owner shall be responsible for all repairs reasonably required to correct and remediate all damage (i.e. to the Owner's Unit or another Unit) caused by a casualty occurring within such Owner's Unit, unless such casualty was caused by the actions of negligence of the Owner of another Unit, or such Owner's guests, invitees, lessees or agents. NO OWNER SHALL ALTER ANY PORTION OF A SHAFT WALL WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.

Section 9.3 Responsibility of the Association: Notwithstanding any provisions to the contrary contained in this Declaration, the Association shall be solely responsible for all repairs and maintenance of the Shaft Walls within the Common Walls, except as otherwise provided below in Section 9.4. There is hereby reserved in the Association an exclusive, permanent and perpetual easement for purposes of conducting such maintenance and repairs This easement shall include the right to access such Shaft Walls through Units as necessary to perform such maintenance and repairs.

Section 9.4 Owner's Negligence: In the event that the need for maintenance, repair or replacement of all or any portion of the Shaft Wall is caused through or by the negligent or willful act or omission of an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, licensees or tenants, then the expenses incurred by the Association for such

maintenance, repair or replacement shall be a personal obligation of such Owner. If the Owner fails to repay the expenses incurred by the Association within thirty (30) days after notice to the Owner of the amount owed, then the Association shall have all of the remedies for collection of such expenses as are provided herein in Article 8 and in the Bylaws.

Section 9.5 Declarant's Right to Adjust Common Wall Lot Lines: By purchase of any Unit, the purchaser of such Unit grants to Declarant, and Declarant hereby reserves, the sole and unilateral right, without the further consent of the Owner of such Unit, to amend the Plat, record a record of survey adjusting lot lines, or take such other action as is deemed necessary, in the sole discretion of Declarant, to conform the Common Wall Lot Line for such Units to the common walls, "as built", and to otherwise adjust such extended Common Wall Lot Lines to maintain existing lot sizes, to the extent reasonably possible.

Section 9.6 Rights With Respect to Remodeling and Construction: In addition to all requirements contained herein and in the Design Guidelines, the Owners of Units may make no change or alteration to the interior of a Unit if such change or alteration abuts, affects or impacts the Common Wall, until plans and specifications showing the precise nature of the change or alteration shall have been submitted to and approved in writing by the Board. Examples of changes or alterations that would be subject to review by the Board include but are not limited to replacing cabinets that abut the Common Wall, or performing any plumbing or electrical work in the Common Wall. Replacement of existing floor coverings, wall coverings, and other modifications to the interior of the Unit that are not visible from the outside of the Unit and that do not affect the Common Wall, may be undertaken without such approval. All Owners are advised that there may be noise or other disturbance due to such construction activities. Subject to the Board's discretion and the type of proposed alteration or change, such plans and specifications shall, at a minimum, include: (i) scaled floor plans; (ii) interior specifications showing materials, colors, and areas of coverage; (iii) detailed specifications with regard to all work to be completed in, near or affecting the Common Wall (iv) identification of the contractor who will be responsible for the work; and, (v) the timeframe for commencement and completion of the work. The Board may exercise its sole discretion when considering a request under this Section. No improvements shall be commenced until plans for the improvements shall have been approved by the Board. All improvements shall be constructed only in accordance with approved plans.

ARTICLE 10 – GENERAL PROVISIONS

Section 10.1 Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 10.2 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall

be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.3 Amendment of the Declaration: Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting for such amendment or termination.

Section 10.4 Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least Seventy percent (70%) of those Members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided:

A. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the Members of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination; and,

B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Membership and the approval, as required, by City of McCall, in the same manner as would be required for an approval of a material change to the Planned Use Development.

Section 10.5 Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor, which consent may be withheld by Declarant for any reason whatsoever. For the period specified in Section 7.1 above, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

Section 10.6 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 10.7 Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 10.8 Costs and Attorneys Fees: In any action or proceeding involving, applying or based on the Association documents, or the meaning, effect, or enforcement thereof, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

Section 10.9 Limitation of Liability: The Association, Board of Directors, the Architectural Control Committee, Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 10.10 Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 10.11 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 10.12 Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10.13 Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 10.14 Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

Section 10.15 Conflicts in Documents: In case of any conflict between this document and the Articles of Incorporation, or the Bylaws of the Association this Declaration shall control.

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

Silverpine Village LLC

By: [Signature]
Brian Visser,
It's: Managing Member

STATE OF IDAHO,)
(ss.
County of Valley.)

On this 9th day of OCTOBER, 2017, before me, Steven Millemann, a Notary Public in and for said State, personally appeared **Brian Visser**, known or identified to me to be a Managing Member of SILVERPINE VILLAGE LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

[Signature]
NOTARY PUBLIC FOR IDAHO
My Commission Expires: 5/31/20

