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Instrument # 447306

STATE OF IDAHO, PAYETTE COUNTY

8-18-2022 02:58:36 PM No. of Pages: 16

Recorded for : SUBDIVISION MAKER LLC

LINDSEY BRATCHER

Ex-Officio Recorder Deputy

Index to: CCRPROTECTIVE COVENANTS - MISC

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HARVEST CREEK SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions for Harvest Creek Subdivision (Declaration and/or CC&Rs) is made this 11 day of July, 2022 by TV GROUPE1, LLC, an Idaho limited liability company (Declarant), and becomes effective when recorded in land records of Payette County, Idaho.

ARTICLE I. PROPERTY AND PURPOSES

Declarant owns the real property described in Exhibit A, attached hereto and incorporated herein (Subdivision Property) and desires to subject the Subdivision Property to this Declaration for the benefit of the Declarant, Association and all Residential Lot Owners.

The purpose of this Declaration is to establish and maintain basic covenants, conditions, restrictions and equitable servitudes that apply to the Subdivision Property. The Declarant intends these CC&Rs, in a cost-effective and administratively-efficient manner: to be standards of performance in the construction on, and use and maintenance of, Residential Lots; to ensure harmonious and well-integrated above-ground improvements; to provide for irrigation and maintenance of the Common Lots; and to maintain the Subdivision Property's value and desirability.

ARTICLE II. DECLARATION

Declarant hereby declares that the Subdivision Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions and restrictions, all in furtherance of a general plan for the subdivision, improvement, sale and maintenance of the Subdivision Property.

Declarant reserves authority and power to itself and its successors and assigns as long as the Declarant, its successor or assign owns a Lot, i.e., is an Owner: 1) the right to amend plans, construct infrastructure and complete development of the Subdivision Property; 2) the right to construct, install and maintain model homes, sales and leasing offices, or similar facilities on any portion of the Subdivision Property; 3) the right to post signs incidental to construction, sales, or leasing; and 4) the right to amend these CC&Rs at any time for any reason without liability to the Association or Owners.

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ARTICLE III. DEFINITIONS

"Architectural Committee" means the committee appointed by the Association's Board of Directors to perform the duties described in this Declaration.

"Assessments" means those payments required of Owners including regular, special and limited assessments as described in this Declaration.

"Association" and "HOA" means the Harvest Creek Subdivision Homeowners Association, Inc., an Idaho non-profit corporation, formed to conduct Association business and manage Association property.

"Board" means the Board of directors for the Association.

"Common Lot" means real property designed to perform a function benefitting the Owners, for example stormwater retention and treatment, open space, etc.

"Improvement" means something done or added under or on real property that increases its value, for example, house, accessory structure, curb, gutter, sidewalk, streetlights, fire hydrants, driveways, fences, landscaping, irrigation system, etc.

"Nuisance" means an obnoxious or annoying person, thing, condition or activity. "Obnoxious" means loathsome, horrible, unsufferable, intolerable, or detestable.

"Owner" means a person that owns a fee-simple interest in a Lot, and a seller under executory contract of sale, but excluding those having an interest merely as security for the performance of an obligation.

"Person" means an individual or entity.

"Recreational Vehicle" means a vehicle, trailer, camper, RV, boat, all-terrain vehicle, side-by-side, buggy, motorcycle or similar vehicle regardless of its condition or if operational.

"Residential Lot" means real property eligible with the City of New Plymouth for a residential building permit.

"Subdivision" means Harvest Creek Subdivision, New Plymouth, Idaho, recorded as Instrument Number 447305 in land records of Payette County, Idaho.

ARTICLE IV. COMMON LOTS

Every Owner and Owner's family shall have the right to use the Common Lots subject to policies and rules established by the Association's Board of Directors, if any. An owner may invite a non-Owner guest to use a Common Lot as long as the Owner or Owner's family member is present on the Common Lot with the guest. An Owner is responsible and liable for damage or injury on a Common Lot caused by the intentional, reckless or negligent conduct of the Owner, Owner's family or Owner's guest.

ARTICLE V. BUILDING RESTRICTIONS

5.1 Antennae. Except Dish or other similar standard antennae receiver approximately three (3) feet or less diameter, no exterior radio, television or other type of antenna shall be erected or maintained on a Residential Lot unless approved in writing by the Architectural Committee prior to installation.

5.2 Accessory Structures (aka Outbuildings). Accessory Structures shall be identified on site-plans or residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation. Garages, storage sheds, and patio and porch covers shall be constructed of, and roofed with, similar materials, colors and design as the residential structure on the lot. The maximum height of pool slides, diving boards, hot tubs, spas or similar items is five (5) feet above the adjacent grade or finished graded surface of the Residential Lot, whichever is lower. The maximum height of playhouses and playground equipment or similar items is ten feet (10') above the adjacent grade or finished graded surface of the Residential Lot, whichever is lower, and must comply with local-government zoning setback standards. Basketball painted courts, pools, tennis courts are prohibited in front and side yards.

5.3 Architectural Committee. Houses and other improvements require plans and materials approved in writing by the Architectural Committee prior to being installed, placed, erected or constructed on a Lot.

5.4 Construction - Commencement/Completion. Owners shall commence construction of a house on their respective Lot within one (1) year from the date of acquiring title to the Lot, and complete construction of the house within six (6) months from the date house construction commenced.

5.5 Driveways. Driveways shall be concrete connecting the garage to the public road fronting the residential unit and match the width of the garage, not the garage door's width, shall be graded to assure property drainage, and shall be identified on site-plans or residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation.

5.6 Easements. Construction of a structure or other permanent improvement in an easement area shown on the final plat for the Subdivision Property recorded in land records of Canyon County, Idaho, is prohibited, unless the easement holder consents or constructs the improvement.

5.7 Energy Devices (Exterior). Passive solar energy systems shown on building plans prior to city approval are allowed. Otherwise, after submitting plans to, and receiving written approval from, the Architectural Committee, energy-production devices, including, but not limited to, generators of any kind and solar energy devices may be installed and maintained on a house, Accessory Structure or Residential Lot.

5.8 Exterior Lighting. Exterior fixtures and lights shall not be a nuisance to neighbors, and shall be identified on site-plans or residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation.

5.9 Fences (Duplicate of 7.5 for Convenience of Building Contractors). Wing-wall fences on every Residential Lot shall be constructed of the same type, style and materials: light brown or tan (no white) vinyl privacy (panel/sight-obscuring) fence with pickets (not lattice) along the top. "Wing-wall fences" are the fences that touch the sides of a house and are parallel to the public street in front of the house.

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On a corner lot, a “wing-wall fence” also includes the fence in the side yard parallel to the road and near the sidewalk.

Owners may construct fences on their respective Residential Lots, and fences shall be identified on site-plans or residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation of a fence.

Fence height shall not extend higher than six (6) feet from adjacent grade in rear or street-side yards and not more than four (4) feet if see-through, or three (3) feet if sight-obscuring, in a front yard.

According to Idaho law, fences in or across easements that interfere with the easement-holder’s rights may be removed by the easement holder without liability to Owners or a responsibility to restore the fence.

Fencing in sight-triangles must comply with laws prohibiting obstruction of drivers’ views at intersections.

Owners shall repair and maintain fences in a complete and good condition; no Committee review is required for fence repair and maintenance.

5.10 Grading. Each Lot shall be graded to match adjacent grades at property boundaries and so storm water on the Lot remains on-site.

5.11 Houses. All Lots, except Common Areas, shall be used exclusively for single-family residential purposes Improved with a single-family residence. The minimum dwelling size, exclusive of the garage, porch and patio, shall be 1,200 square feet minimum if it is a single-story and 1,000 square feet minimum on the main if it is two-stories. Houses, Accessory Structures, Driveways, Exterior Lighting, Fences, and retaining walls, if any, shall be identified on site-plans and residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation.

5.12 Improvements and Uses. All Improvements and uses on a Residential Lot are to be designed, constructed and used in such a manner as to promote compatibility between Residential Lots and minimize nuisances, and shall comply with all local, state and federal laws.

5.13 Landscaping (Duplicate of 7.8 for Convenience of Building Contractors). A landscape plan shall be submitted to and approved by the Architectural Committee prior to commencing landscape installation. Berms and sculptured planting areas are encouraged. Grass shall be sod in front and side yards, including both sides of the driveway, and including the area between the public road and the wing-wall fences. “Wing-wall fences” are the fences that touch the sides of a house and are parallel to the public street in front of the house. On a corner lot, a “wing-wall fence” also includes the fence in the side yard parallel to the road and near the sidewalk.

Landscaping shall be completed within sixty (60) calendar days of substantial completion of the residential building, weather permitting, and shall include as a minimum in the front yard:

- Buried pressurized irrigation and sod
- One (1) 2” caliper tree
- Three (3) 5-gallon shrubs
- Five (5) 1-gallon landscape plant

Rear landscaping in the area between the back plane of the residential building and the rear Lot line or to an approved fence shall be completed within six (6) months after occupancy of the residence, weather permitting.

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5.15 Mailboxes. United States Postal Service (USPS) regional office requires cluster box units (CBUs) to deliver mail in subdivisions, so CBUs were installed by the developer. Mailboxes in front of residential units are prohibited unless authorized by USPS policy.

5.16 Sewer Service. Sewer disposal is provided by the City of New Plymouth in a mainline beneath public streets and stubbed to each Residential Lot. Owners and their building contractors shall connect houses and city-permitted accessory structures containing a sink or toilet to the city's sewer mainline with a service line. Owners shall maintain their service lines in good repair and pay monthly bills for municipally-supplied wastewater disposal. The city maintains the sewer system mainlines. Disposal from a Residential Lot of sewer or other wastewater using other than the City of New Plymouth's sewage disposal system is prohibited.

5.17 Utilities. Electrical, natural gas, cable tv, fiber optics and other utilities regulated by the Public Utility Commission have the right to access, enter and work within their easements established according to state law along front, side and rear boundaries of each Residential Lot. Obstructions in an easement may be removed by a utility company without any liability, restoration or reimbursement as provided in state law.

5.18 Water Service - Domestic. Domestic water supply is provided by the City of New Plymouth in a mainline beneath public streets and stubbed to a meter for each Residential Lot. Owners and their building contractors shall connect houses and city-approved accessory structures containing sinks or other water features to the city's water meter with a service line. Owners shall pay monthly bills for municipally-supplied domestic water. Use on a Residential Lot of domestic water from a source other than the City of New Plymouth is prohibited.

ARTICLE VI. ARCHITECTURAL COMMITTEE

6.1 Creation and Non-liability. The Declarant hereby establishes an Architectural Committee, which shall have three (3) members appointed and unappointed at any time and for any reason, without liability, by the Declarant, as long as the Declarant is an Owner, and subsequently by Board of Directors. Neither the Committee nor its members shall be liable for claims, loss, damage or injury arising from Committee acts or omissions.

6.2 Members. Committee members shall be Owners residing on a Residential Lot and not have a past-due assessment, except the Committee members appointed by the Declarant may not be Owners. The initial Committee members are Victor Thompson, Teresa Thompson and Ethan Thompson. Members shall be compensated from the application review and record fees received. Each member who reviews and initials each page of the plans receives an equal share after subtracting the cost to make a copy of the application and plan set reviewed and acted on by the Committee. For example, a \$50.00 fee would be reduced by the cost to scan or copy the plans, say \$5.00, and then \$45.00 divided among three Committee members if three reviewed and initialed the plans, or among two Committee members if only two reviewed and initialed plans.

6.3 Meetings, Quorum and Committee Action. Committee meetings may be where and when Committee members agree to, and may only be attended by members of the Committee and Board of Directors. Committee members may meet where and when they agree too. A majority of Committee members shall constitute a quorum. Committee members shall have equal voting rights, and Committee

action requires a favorable vote by a majority of Committee members. The Committee may allow up to five percent (5%) shortage of square footage, and only the Board of Directors has authority to grant a variance, if any, based on extreme circumstances not caused by an Owner or Owner’s building contractor, surveyor, engineer, architect or other “agent.” Consistent application of the CC&Rs during the Architectural Review Process is essential.

The Committee shall recommend, and the Board of Directors shall decide on, an application form before the Committee uses it. The Committee shall recommend, and the Board of Directors shall decide on, a Review and Records fee schedule.

6.4 Architectural Review Process.

6.4.1 Application. An Owner or Owner’s agent, prior to starting construction or installation, shall submit to the Committee a complete application, application fee, and one (1) complete set of site and construction plans, specifications, and exterior colors, siding and roof material samples that accurately represent the requested construction (all together referred to as a “complete application”). Incomplete applications will not be accepted or reviewed by the Committee. After the review process, a copy of the application and plans containing the Committee’s decision will be provided to the applicant. The Committee may take a photo or retain original exterior colors, siding and roofing samples, for Association records.

6.4.2 Review and Records Fee. Applicants shall pay to the Association a fee with the application to cover costs of plan review, redline, and to make and retain a copy for Association records (Review and Records fee). The fee shall be paid before the Committee processes an application. Only the Board is authorized to change the Review and Records fee schedule, which initially shall be as follows:

Residential Building	\$50.00
Residential Building Addition	\$50.00
Accessory Building	\$50.00
Accessory Building Addition	\$50.00
Accessory Structure	Varies depending on extent of review
Change of exterior siding or roofing color or material	no charge
Fence Plan only	no charge

6.4.3 Committee Review. The Committee shall not review incomplete applications or an Owner’s application until the Owner’s past due assessments, if any, are paid in full. The Committee shall, within seven (7) calendar days of receiving a complete application, review the application for the following items, circling or identifying items not complying with the CC&Rs, and mark the plans approved, approved with conditions, or denied.

6.4.3.1 Site Plan. Scaled site plan showing the Subdivision name, lot and block, north arrow, scale, road providing access, road name, property boundaries and dimensions, easements, driveway, existing and proposed buildings, structures, fences, landscaping, and water and sewer stub locations.

6.4.3.2 Building Plans. Building plans showing: 1) the dimensions of each floor with inhabitable rooms labeled so square footage can be verified, 2) exterior elevations

of all sides of the building to ensure harmonious and well-integrated above-ground improvements and to prevent unsightly elevations and landscaping.

6.4.4 Committee Decision. The Committee may approve, approve with conditions or deny submitted plans. The Committee's decision shall be marked on each page of the plans, dated and initialed by each reviewing Committee member or the committee designated by the committee to marked each page. The Committee's decision is final.

6.4.5 Committee Records. The Committee shall deliver a copy of the application and reviewed plans to the applicant, and deliver the original application and reviewed plans to the Association Secretary to maintain in Association records.

6.4.6 Untimely Committee Review. If the Committee fails to review a complete application within 14 calendar days from the date the complete application was received, then the plans, specifications, and exterior colors, siding and roofing materials shall be deemed approved without conditions, the Association shall retain the application fee, and the Committee members shall not be compensated for that application.

6.4.7 Construction/Installation. Construction must match the Committee-approved plans, standards, and exterior colors and materials. If construction plans, standards, or exterior colors or materials change during construction, then the Owner or Owner's agent shall submit revised plans to the Committee for review.

ARTICLE VII. LAND USE RESTRICTIONS

7.1 Aesthetics/Unsightly Items or Conditions. An unsightly item or condition on a Lot is prohibited if visible from any road or Lot, for example: exterior or landscaping styles, camper-shells, inoperable bicycles, household items, appliances, equipment, tools, parts, scrap, equipment, containers, material, lumber, firewood, grass clipping, shrub or tree pruning, plant waste, wood, metal, plastic and rugs, clothing or fabrics hung, aired or dried. Unsightly items at all times shall be enclosed or screened from view from any road or Lot. Generally, garage doors should remain closed when not in use.

7.2 AirBNB, Rental, Lease. All or any portion of a Lot or improvements thereon may be rented to others and shall be used, sold and rented subject to these CC&Rs, and local, state and federal laws.

7.3 Animals. An animal may be kept on a Lot unless it is a nuisance, except a pig, rooster or billy goat. A dog run or other outside pet enclosure shall be at least ten (10) feet from the side and rear property boundaries and not in the front yard.

7.4 Drainage/Maintenance. Roads in the Subdivision were designed and constructed to drain stormwater to retention basins on Common Lots for treatment by natural filtration. The Association is responsible to maintain Common Lot drainage conditions as designed and constructed. Residential Lots were designed and finish-graded to retain stormwater on-site for treatment by natural filtration. Owners are responsible to maintain drainage conditions as designed and constructed on their respective Residential Lot. Altering, disturbing, frustrating, interfering with or ruining stormwater runoff collection, retention and treatment conditions or facilities is prohibited, unless simultaneously replaced by an engineered and city-approved system.

7.5 Fences (Duplicate of 5.9 for Convenience of Owners). Wing-wall fences on every Residential Lot shall be constructed of the same type, style and materials: light brown or tan (no white) vinyl privacy (panel/sight-obscuring) fence with pickets (not lattice) along the top. "Wing-wall fences" are the fences that touch the sides of a house and are parallel to the public street in front of the house. On a corner lot, a "wing-wall fence" also includes the fence in the side yard parallel to the road and near the sidewalk.

Owners may construct fences on their respective Residential Lots, and fences shall be identified on site-plans or residential-construction plans submitted to the Architectural Committee for review and approval prior to construction or installation of a fence. Fence height shall not extend higher than six (6) feet from adjacent grade in rear or street-side yards and not more than four (4) feet if see-through, or three (3) feet if sight-obscuring, in a front yard.

According to Idaho law, fences in or across easements that interfere with the easement-holder's rights may be removed by the easement holder without liability to Owners or a responsibility to restore the fence. Fencing in sight-triangles must comply with laws prohibiting obstruction of drivers' views at intersections. Owners shall repair and maintain fences in a complete and good condition; no Committee review is required for fence repair and maintenance.

7.6 Garbage. Garbage shall be enclosed in a container or indoors at all times.

7.7 Grading. Each Lot shall be graded to match adjacent grades at property boundaries and so storm water on the Lot remains on-site.

7.8 Irrigation System. Declarant is installing in an easement, and the Association shall maintain, a pressurized irrigation system with a service stub to each Residential Lot (Irrigation System). Easements are reserved for the pipes, lines and other components comprising the Irrigation System. The HOA is responsible to pay and maintain the pump, pumphouse, mainlines and other such equipment up to the service stubs. Owners are responsible to pay and maintain irrigation equipment between the service stub and elsewhere on the Owner's Residential Lot. Damage by the Owner or Owner's agent to the irrigation service stub while connecting the Owner's system to it shall be paid for and repaired by the Owner or Owner's agent.

7.9 Landscaping (Duplicate of 5.13 for Convenience of Building Owners). A landscape plan shall be submitted to and approved by the Architectural Committee prior to commencing landscape installation. Berms and sculptured planting areas are encouraged. Grass shall be sod in front and side yards, including both sides of the driveway, and including the area between the public road and the wing-wall fences. "Wing-wall fences" are the fences that touch the sides of a house and are parallel to the public street in front of the house. On a corner lot, a "wing-wall fence" also includes the fence in the side yard parallel to the road and near the sidewalk.

Landscaping shall be completed within sixty (60) calendar days of substantial completion of the residential building, weather permitting, and shall include as a minimum in the front yard:

- Buried pressurized irrigation and sod
- One (1) 2" caliper tree
- Three (3) 5-gallon shrubs
- Five (5) 1-gallon landscape plant

Rear landscaping in the area between the back plane of the residential building and the rear Lot line or to an approved fence shall be completed within six (6) months after occupancy of the residence, weather permitting.

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7.10 Maintenance. Owners shall maintain and repair the exterior of houses and accessory structures, structures, driveways, pressurized irrigation, landscaping or other Improvements, or swing-sets, basketball hoops or other similar items, on their respective Residential Lots so each Improvement and item is in good condition and repair so as to not cause damage, injury or be unsightly to other Owners or others.

7.11 Mining or Drilling. Boring, drilling, excavating, exploring, mining or removing water, oil, natural gas or other hydrocarbons, minerals, rocks, sand, gravel or earth on a Lot is prohibited. Geotechnical study and excavation necessary to construct a house or improvement is allowed.

7.12 Nuisance. A nuisance on a Lot is prohibited. A nuisance per se is:

- 1) constructing or installing an Improvement prior to receiving written approval from the Architectural Committee and a permit from the City of New Plymouth, if required;
- 2) constructing or installing an Improvement different than the plans approved by the Architectural Committee and permit from the City of New Plymouth, if required;
- 3) obstructing, altering, frustrating or ruining stormwater runoff collection, retention and treatment conditions or facility unless simultaneously replaced by an engineered and city-approved system;
- 4) causing or allowing a hazardous or toxic material or activity;
- 5) causing or allowing an individual to reside temporarily or permanently in a mobile home, trailer, camper, RV, shed, shack, tent or other similar shelter;
- 6) chronic dead grass; uncontained, unenclosed or accumulated garbage of any kind; or a vehicle-on-blocks/stands between the house and centerline of the adjacent public road;
- 7) chronic noise, music or barking dog audible 100 feet from its source before 8:00 am or after 8:00 p.m.;
- 8) animals/pets chronically unleashed, unenclosed or exceeding the maximum allowed;
- 9) a pig, rooster or billy goat;
- 10) chronic causing or allowing light, noise, odor, vibration or dust that is experienced 100 feet from its source anytime day or night.

7.13 Signs. An Owner may display one (1) sign not exceeding six square feet on a Residential Lot advertising a Residential Lot for sale or rent. Contractors, lenders and other similar service providers may display one (1) sign not exceeding six square feet on a Residential Lot advertising their services during construction, and the signs shall be removed when construction is complete. Commercial, business and other similar signs are prohibited on Residential Lots and Common Lots. The Declarant may display signs on Residential Lots and Common Lots that advertise the Subdivision and sale of Residential Lots. Other than Declarant's signs, no signs shall be placed on Common Lots without prior written permission from the Architectural Committee.

7.14 Recreational Vehicles. Riding motorcycles, ATVs, side-by-sides and other similar vehicles in the Subdivision is prohibited unless it is licensed by the State of Idaho to be on public roads. Residing, even temporarily, in a Recreational Vehicle of any kind, shed, shack, tent or similar shelter on a lot or road in the Subdivision is prohibited. Recreational Vehicles may be parked on a Residential Lot if enclosed or at the side or rear of a house if screened behind a six-foot (6') tall fence, except Recreational Vehicles may be parked between a house and the centerline of an adjacent road in the Subdivision for up-to seven consecutive calendar days a maximum of three times a year.

7.15 Re-subdivision of a Lot. Re-subdivision of a Residential Lot is prohibited.

VIII. HOMEOWNERS ASSOCIATION

8.1 Organization. Declarant formed the Harvest Creek Homeowners Association, Inc., an Idaho non-profit corporation, to conduct Association business and manage Association property.

8.2 Membership. Each Owner is a member of the Association, and membership automatically ends when a person is not an Owner.

8.3 Voting. Each residential Lot, not a common Lot, is entitled to one vote, except each residential Lot owned by the Declarant is entitled to ten (10) votes. Fractional votes are prohibited. If a Lot is owned by more than one person, then its Owners shall determine how a vote is to be cast. A vote may be cast in person or by written proxy. Association action shall be taken upon favorable vote of a majority of residential Lots whose owners are present in person or proxy at a meeting.

8.4 Board of Directors. The Association shall be led by a Board of directors elected by members. The Board shall have at least three and at most five directors with staggered terms. At the initial election, one director shall serve for one year, one for two years and a third for three years. Elections thereafter shall take place annually for at least one director position.

8.4.1 Board Powers. The Association shall have the authority and all the power of a corporation organized under the general corporation laws of the State of Idaho to do any and all lawful things that may be authorized, required or permitted in the Association's Articles, Bylaws and this Declaration, subject only to limitations expressly stated in Idaho law or the Association's Articles, Bylaws and this Declaration. Also, the Association shall have power to do and perform any and all acts that may be necessary to, proper for, or incidental to conducting corporate business including, but not limited to, the following:

- Contract with others for services,
- Enforce these CC&Rs,
- Exercise all real property rights for Common Lots,
- Grant and convey real and personal property, and licenses or easements over, across and under Common Lot as may be necessary or desirable to benefit Owner (for example, public or private utilities, facilities, or similar improvements), and
- Levy and collect assessments against any residential Lot and its Owner(s).
- Open and maintain financial accounts

8.4.2 Board Duties. The Association shall conduct all of the Association's business affairs and perform, without limitation, each of the following duties: conduct Association business; establish and administer an annual Association budget; establish and maintain a reserve/contingency account; determine the assessment period (calendar or fiscal year), amount and due date of assessments, and interest rate for past-due assessments; collect assessments; approve and pay expenses; administer these CC&Rs; maintain general liability insurance coverage; maintain Common Lots and the Subdivision's pressurized irrigation system; establish and maintain an Architectural Committee until no longer needed; and other similar duties.

8.5 Corporate Officers. One director, elected by majority of the directors, shall serve as the Board's president, another director as the Board's secretary, and another as the Board's treasurer. The Board may elect a director to fill other officer positions as desired by the Board with duties identified by the Board.

8.5.1 President. The President is responsible to lead the Board, conduct Board and member meetings, oversee day-to-day Association business, sign contracts and CC&R amendments, set high governance standards, and other duties identified by the Board.

8.5.2 Secretary. The Secretary is responsible to: 1) notify Owners of, prepare agendas for, and take minutes, at Board and member meetings, 2) keep and maintain Association records, 3) show Association records to members, 4) prepare and deliver Estoppel Certificates as described below under the Enforcement heading, 5) maintain a record of Architectural Committee members' names, contact information, date appointed, date unappointed, and copy of applications received by the Committee and Committee decisions; and other duties identified by the Board.

8.5.2.1 Directors Right to Inspect and Copy Corporate Records. Every director shall have the absolute right at any reasonable time to inspect all Association records and Common Lots. Upon receipt of a director's written request, the Association shall show Association records to the director at a reasonable date and time, and provide a paper and/or electronic copy of requested records to the member at the director's cost, as determined by the Association. Requesting, providing, obtaining or using Association records for solicitation or direct mail purposes is prohibited. The place a director inspects records is in the Association's sole discretion.

8.5.2.2 Members Right to Inspect and Copy Corporate Records. Association records may be inspected by Association members. Upon receipt of a member's written request, the Association shall show Association records to the member at mutually agreed-to place, date and time, and provide a paper and/or electronic copy of requested records to the member at the member's cost, as determined by the Association. Requesting, providing, obtaining or using Association records for solicitation or direct mail purposes is prohibited.

8.5.3 Treasurer. The Treasurer is responsible to: 1) notify Owners of assessments, 2) invoice owners and receive assessment and other payments, 3) pay Association expenses authorized by the Board, 4) report income and expenses at Board and member meetings, 5) estimate annual expenses and prepare discussion-draft budget with the Board annually, 6) prepare other financial records duties identified by the Board.

8.6 No Personal Liability. Declarant, directors, officers, Architectural Committee members, and other similar Association leaders shall not be personally liable to the Association, an Owner or any other person for any claim, damage, injury, loss or prejudice caused by or resulting from any act, omission, error, or negligence of the Association, Board, Declarant, director, officer, committee member, or any other representative or employee of the Association, when acting in good faith, without willful or intentional misconduct, within the course and scope of their position, assignment or role.

8.7 Meetings. The Board shall meet at least once each three months somewhere in the City of New Plymouth to conduct Association business. Association members shall meet at least once each year somewhere in the City of New Plymouth to conduct Association business. Board and member meetings shall be open to Owner attendance, all others may be excluded.

8.7.1 Notice of Board Meetings. Notice of Board meetings, regular or special, shall be given by regular or electronic mail, director's choice, to all directors at least seven (7) and at most twenty-eight (28) calendar days before the meeting, and shall include the date, time, place and agenda of the meeting. The right to receive notice may be waived by a director, and a director's actual attendance at a Board meeting is deemed waiver of the right to receive notice of that meeting.

8.7.2 Notice of Member Meetings. Notice of member meetings, regular or special, shall be given by regular or electronic mail, member's choice, to all members at least fourteen (14) and at most twenty-eight (28) calendar days before the meeting, and shall include the date, time, place and agenda of the meeting. The agenda for a meeting may be revised after notice is given, and a copy shall be available to each Owner attending the meeting. The right to receive notice may be waived by a member, and a member's actual attendance at a member meeting is deemed waiver of the right to receive notice of that meeting.

8.7.3 Quorum. A quorum of directors at a Board meeting is three. A quorum at a member meeting exists with the attendance or proxy of members entitled to cast votes on behalf of at least fifty-one percent (51%) of the residential Lots in the Subdivision shown on a county-approved and recorded final plats, i.e., unrecorded Subdivision phases are not included in the calculation. However, a quorum at a member meeting to amend the Association's Articles of Incorporation, bylaws or these CC&Rs only exists with the attendance or proxy of members entitled to cast votes on behalf of at least fifty-five percent (55%) of the residential Lots in the Subdivision shown on a county-approved and recorded final plats, i.e., unrecorded Subdivision phases are not included in the calculation.

If a member meeting cannot proceed due to lack of a quorum, the Chair may declare, at the meeting, that the meeting is being rescheduled to a specific place, date and time at least seven (7) and at most fourteen (14) calendar days from the date the original meeting was scheduled, in which case the Association/Secretary is not required to give notice of the rescheduled meeting. However, if the Chair does not declare, at the meeting, that the meeting rescheduled to a specific place, date and time, then the Association/Secretary must give notice at least ten (10) calendar days before the rescheduled meeting. At the rescheduled meeting, a quorum exists with the attendance or proxy of at least twenty-five percent (25%) of the residential Lots in the Subdivision shown on a county-approved and recorded final plats, i.e., unrecorded Subdivision phases are not included in the calculation.

IX. FEES AND ASSESSMENTS

9.1 Covenant to Pay Set-up Fee and Assessments. By accepting a deed to a Residential Lot, each Owner hereby covenants and agrees: 1) to pay at closing when acquiring the Lot an Association record set-up fee in the amount of \$150.00 and initial annual Regular Assessment in the amount of \$380.00; and 2) to pay when due all Association assessments for the Lot owned and, if paid when past-due, also to pay all interest, Association collection costs and reasonable attorney's fees. The Board may change the set-up fee at any time. The assessments, interest, collection costs and reasonable attorney's fees

shall be a charge and continuing lien against a Lot until paid in full, and also shall be the Owner's personal obligation that remains the Owner's personal obligation and does not pass to successors.

9.2 Regular Assessments. The Board shall annually determine the assessment amount and due date (Regular Assessment), levy a Regular Assessment against Residential Lots not owned by the Declarant, and use proceeds to pay Association expenses, including irrigation assessments, electricity to run the pump, and funding a reserve/contingency account for unexpected or emergency expenses, for example to replace irrigation pumps as they wear out. Regular Assessment proceeds shall be an amount sufficient to pay annual expenses and are calculated by estimating the annual expenses divided by the number of Residential Lots. Lots that the Declarant owns are exempt from all Assessments for two years from the date of this Declaration. Unless otherwise approved by members at a member meeting, a Regular Assessment shall not increase more than three percent (3%) over the Regular Assessment for the last Regular Assessment period.

9.3 Special Assessments. If Regular Assessment proceeds appear inadequate to pay all Association expenses, then the Board shall determine the approximate additional amount necessary to pay the expenses, levy a Special Assessment against Residential Lots, and use Special Assessment proceeds to pay Association expenses. Lots that the Declarant owns are exempt from all Assessments for two years from the date of this Declaration. Unless otherwise agreed-to by members at a member meeting, the total amount of Special Assessments during one Regular Assessment period shall not exceed twenty percent (20%) of the initial Board-approved budget for that Regular Assessment period. The Board shall apply unspent Special Assessment proceeds to the next annual budget.

9.4 Limited Assessments. If the Board of Directors determines an emergency exists, or to fund an improvement on a Common Lot that benefits Owners, then the Board shall determine the approximate amount necessary to pay emergency or improvement expenses, levy a Limited Assessment against Residential Lots, and use Limited Assessment proceeds to pay emergency or improvement expenses. Lots that the Declarant owns are exempt from all Assessments for two years from the date of this Declaration. The Board shall apply unspent Limited Assessment proceeds to the next annual budget.

X. ENFORCEMENT

10.1 Estoppel Certificate. Upon receipt of a written request, the Association shall fill out a form provided by the requestor or provide a notarized written statement stating according to Association records: 1) whether a Residential Lot Owner's payment of assessments is current or past due (with the amount), 2) whether compliant with these CC&Rs, and 3) any other information the Association deems appropriate to provide.

10.2 Right to Enforce. These CC&Rs may be enforced by the Declarant, Association, and/or any Owner. The Association is authorized and has the power to enforce these CC&Rs using any legal process, including an action (law suit) in law or equity to recover damages or for negative or affirmative injunctive relief or both, exercising the power of lien foreclosure and sale, employing a collection company, etc. Each remedy is cumulative and not exclusive. The failure to enforce a provision of the CC&Rs at any time shall not constitute a waiver of the right subsequently to enforce such provision.

10.3 Covenant to Comply with CC&Rs. By accepting a deed to a Residential Lot, each Owner hereby covenants and agrees to comply with these CC&Rs and, if non-compliant, to become compliant within a short reasonable time to minimize the damage, injury, and negative impact of non-compliance on other Owners and Residential Lots. If the Association incurs expense to enforce these CC&Rs against the Owner of a Residential Lot, then that Owner shall reimburse the Association for the expenses and pay all interest, Association collection costs and the reasonable attorney's fees. The assessments, interest, collection costs and reasonable attorney's fees shall be a charge and continuing lien against a Lot until paid in full, and also shall be the Owner's personal obligation that remains the Owner's personal obligation and does not pass to successors.

10.4 Liens to Collect a Debt.

10.4.1 Creation. There is hereby created a claim of lien with power of sale on each and every Residential Lot to secure payment of any and all money owed to the Association by the Residential Lot's Owner, together with interest thereon at the maximum rate permitted by law and all costs of collection and reasonable attorney's fees incurred by the Association.

10.4.2 Claim of Lien. To secure payment and collect a debt through the lien and possible lien foreclosure processes, the Association shall consult a qualified attorney and subsequently may record a lien against a Residential Lot and personal property owned by the Residential Lot's Owner. Upon recording a claim of lien in the land records of Canyon County, Idaho, all Association assessments and other money owed to the Association by a Residential Lot Owner shall constitute a lien against on that Residential Lot. Upon filing a UCC1 form claim of lien in a Secretary of State's office, all Association assessments and other money owed to the Association by a Residential Lot Owner shall constitute a lien against that Owner's personal property.

The claim of lien shall state the delinquent Owner's name and address, amount owed to the Association, and legal description of the Residential Lot or personal property. A separate claim can be filed for each delinquency or several delinquencies can be included in one claim. Upon the Association's receipt of payment- or other satisfaction-in-full, the Association shall promptly record a release of lien in the land records of Canyon County, Idaho and, if applicable, a UCC3 form termination of lien in a Secretary of State's office. The cost(s) and attorney fee(s), if any, to prepare, file and release or terminate a lien(s), is a cost of collection the Association can demand and receive prior to releasing or terminating a lien.

XI. MISCELLANEOUS

11.1 Term. The covenants, conditions, restrictions and equitable servitudes in this Declaration shall run until December 31, 2037 and then automatically extend for successive periods of ten (10) years each until amended or terminated.

11.2 Amendment. As long as Declarant is an Owner, Declarant may amend these CC&Rs anytime for any reason without liability to the Association or Owners. Owners may amend these CC&Rs in writing

signed by the president, attested by the secretary, certifying that such amendment has been approved by the vote or written consent of the percentage of Owners as indicated in the member voting section above.

11.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Residential Lot made in good faith and for value, and recorded prior to an amendment being recorded, provided that after foreclosure of any such first deed of trust, the Residential Lot remains subject to this Declaration, as amended.

11.4 Notices. Any notice provided for in this Declaration shall be in writing and may be delivered personally, by electronic or paper mail. If by electronic mail, then notice is deemed delivered the day the email is sent. If by paper mail, then notice is deemed delivered seventy-two (72) hours after the notice is deposited with the United States Postal Service, postage prepaid.

11.5 Interpretation. This Declaration shall be governed and interpreted according to Idaho law, and be liberally construed to effect its purposes.

11.6 Severable. Each provision of this Declaration shall be deemed independent and severable. If all or a portion of a provision is found invalid by a court of competent jurisdiction, the remaining provisions remain valid.

11.7 Headings. Headings in this Declaration are used for reference and convenience only, and shall not be used to interpret a provision.

11.8 Binding Effect. These CC&Rs shall inure to the benefit of, and be binding on, the Declarant and its managers, officers, agents, employees, Owners, successors and assigns.

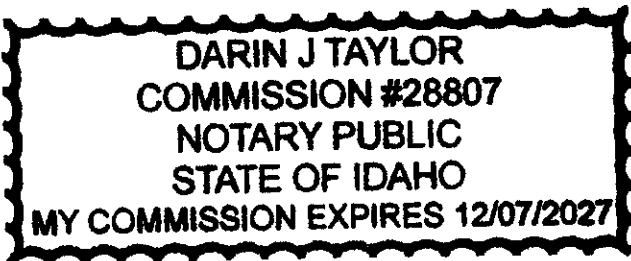
IN WITNESS WHEREOF, the Declarant signs this 11 day of July, 2022.

Declarant:

Victor Thompson, Manager
TV GROUPE1, LLC

STATE OF IDAHO)
 s.s.
County of Canyon)

On this 11 day of July, 2022, before me a Notary Public in and for the state of Idaho, personally appeared Victor Thompson known by or identified to me to be the manager of TV GROUPE1, LLC, an Idaho limited liability company, who acknowledged to me that he is the named person whose signature is attached, that he is authorized to sign this instrument, and that he did so on behalf of the company.



Notary Signature: Darin J Taylor
Residing at: Middleton, Idaho

447306



Client: Sean Conner
Date: June 14, 2021
Job No.: 7720
Re: Harvest Creek Sub No. 1

PHASE 1-3
PROPERTY DESCRIPTION

A parcel of land being a portion of the NW 1/4 NW 1/4 and the W 1/2 NE 1/4 NW 1/4 of Section 9, Township 7 North, Range 4 West, Boise Meridian, New Plymouth, Payette County, Idaho, more particularly described as follows:

Commencing at a found 3 inch diameter illegible aluminum cap marking the North West Corner of the NW 1/4 NW 1/4, (Section corner common to Sections 4, 5, 8 and 9) from which a found 3 inch diameter brass cap stamped "LS 627" marking the NE corner of said NW 1/4, (North 1/4 corner), bears S. 88°29'30" E., a distance of 2701.44 feet;

Thence along the Northerly Boundary of said NW 1/4 NW 1/4, S. 88°29'30" E., a distance of 1067.42 feet to the POINT OF BEGINNING;

Thence continuing along the Northerly Boundary of said NW 1/4 NW 1/4, S. 88°29'30" E., a distance of 283.30 feet to the North West Corner of said W 1/2 NE 1/4 NW 1/4, (West 1/16 corner common to Sections 4 and 9);

Thence along the Northerly Boundary of said W 1/2 NE 1/4 NW 1/4, S. 88°29'30" E., a distance of 584.27 feet, (Formerly 588 feet) to the Southwesterly Boundary of an ally as shown on that certain Town Plat of New Plymouth, Idaho as on file in Book 1 of Plats at Page 38A in the Office of the Recorder of Payette County, Idaho;

Thence Southeasterly along the Southwesterly Boundary of said alley a distance of 150.04 feet along the arc of a curve left, having a radius of 1825.60 feet, a central angle of 04°42'32", the long chord of which bears S. 35°46'22" E., a distance of 150.00 feet to the Easterly Boundary of said W 1/2 NE 1/4 NW 1/4;

Thence leaving the Southwesterly Boundary of said alley and along the Easterly Boundary of said W 1/2 NE 1/4 NW 1/4, S. 01°37'07" W., a distance of 488.62 feet;

Thence leaving the Easterly Boundary of said W 1/2 NE 1/4 NW 1/4, N. 88°29'30" W., a distance of 963.31 feet;

Thence N. 63°48'43" W, a distance of 230.06 feet to the centerline of an irrigation ditch;

Thence along the centerline of said ditch N. 24°50'40" E., a distance of 519.77 feet;

Thence continuing along the centerline of said ditch, N. 16°01'16" E., a distance of 35.80 feet to the POINT OF BEGINNING.

This parcel contains 14.72 acres (641,060 square feet) more or less.

