

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR WITHERS ESTATES DIVISION NO. 1**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WITHERS ESTATES DIVISION NO. 1 (this “Declaration”) is made as of the 15<sup>th</sup> day of April, 2026, by Teton Horizon Holdings, LLC, an Idaho limited liability company, as the Declarant.

**RECITALS:**

A. The Declarant is the Owner of the Property located in Madison County, Idaho, which is generally described as Withers Estates Division No. 1.

B. The Declarant is adopting these covenants, conditions and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing or future Owners of the Property, in conjunction with the residential development of the Property.

C. Declarant has filed with the Recorder of Madison County, Idaho a subdivision plat for Withers Estates Division No. 1.

D. A portion of the Property consists of Lots used or to be used as sites for the construction of single-family residences.

E. The Property is hereby made subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens contained or provided for in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.

F. The Property shall generally be known as “Withers Estates Division No. 1”.

**NOW, THEREFORE**, the Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of this Declaration, including the covenants, restrictions, reservations, assessments, regulations, charges and liens contained or provided for herein, which are for the purpose of protecting the value and desirability of the Property as a residential project, and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

## **ARTICLE I DEFINITIONS**

**Section 1.** “**Association**” shall mean Withers Estates Homeowners Association, Inc., an Idaho corporation, and its successors and assigns.

**Section 2.** “**Central Water System**” shall mean all pumps, waterlines, underground sprinkler systems, water facilities, and all related equipment, parts, and materials which comprise the pressurized water system commonly used to provide irrigation water to the Property. The Central Water System shall include all water facilities and related equipment owned, maintained and operated by the Association. The Central Water System does not include the buried sprinkler lines, heads, valves and related sprinkler facilities located on the Lots which are owned, maintained and operated by Owners. The Central Water System may be extended to other real property annexed to the Property pursuant to a Supplemental Declaration.

**Section 3.** “**Common Areas**” shall mean any and all real property (including but not limited to rights-of-way, easements, leases and licenses therein), improvements and utility facilities owned by the Association for the common use and enjoyment of all the Members of the Association. “Common Areas” shall include all property designated on a Plat as Common Area. The Association’s easements for access and utilities over and under the Property shall constitute part of the Common Areas.

**Section 4.** “**Common Expenses**” shall mean all costs incurred by the Association in connection with services obtained and/or provided by the Association for the common benefit of the Property and Association Members, including but not limited to: (i) all costs, fees and assessments charged to the Association by Fremont Madison Irrigation District and by Consolidated Farmers Canal Company, (ii) all costs incurred by the Association with respect to the Central Water System and with respect to any other Common Areas, (iii) all costs incurred by the Association with respect to the maintenance, repair and replacement of Association property and the administration of the Property (including accounting, legal, equipment, insurance, personnel and overhead), including without limitation the cost of liability insurance covering the Association and its directors, officers and employees.

**Section 5.** “**Declarant**” shall mean Teton Horizon Holdings, LLC, an Idaho limited liability company, and its successors and assigns as the developer of the Property.

**Section 6.** “**Declaration**” shall mean this Declaration of Covenants, Conditions and Restrictions.

**Section 7.** “**Lot**” shall mean each of the single-family residential lots shown on a Plat of the Property.

**Section 8.** “**Management Committee**” shall mean the Board of Directors of the Association, as described in the Articles of Incorporation and Bylaws of the Association and in this Declaration.

**Section 9.** “**Members**” shall mean the Owners, as described in Article II hereof.

**Section 10.** “**Owner**” or “**Ownership**” shall mean the record Owner, whether one (1) or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record, but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An “**Owner**” shall mean all of the Owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any Owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

**Section 11.** “**Plat**” shall mean any and all plats recorded with respect to the Property.

**Section 12.** “**Principal Residence**” shall mean the single-family residential structure, constructed on any Lot of the Property, which is the principal use of such Lot, and to which the other authorized Structures on such Lot are accessory.

**Section 13.** “**Property**” shall mean all real property located within the boundaries Withers Estates Division No. 1, Madison County, Idaho, as shown on the Plat thereof, together with such improvements thereto as may now be located on said real property or as may hereafter be conveyed to or brought within the jurisdiction of the Association, and any other real property annexed to the Property in accordance with this Declaration.

**Section 14.** “**Supplemental Declaration**” shall mean a declaration recorded with the recorder of the county where the Property is located describing real property to be annexed to the Property in accordance with this Declaration.

## **ARTICLE II THE ASSOCIATION**

**Section 1. Membership.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Ownership shall constitute one (1) Member.

**Section 2. Voting.** Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: there shall be one (1) vote allowed for each Lot. If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Management Committee as to the authority conferred upon one (1) or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding. The foregoing notwithstanding, there shall be five (5) votes allowed for each Lot owned by Declarant.

### **Section 3. Management Committee.**

3.1 The administration of the Property on behalf of the Association shall be conducted by the Board of Directors of the Association, which is referred to herein as the Management Committee, consisting of three (3) natural persons, who are not required to be Owners and shall not be required to be residents of the State of Idaho.

3.2 Subject to the provisions of paragraph 3.6 below, at each annual meeting of the Association, the Association shall elect members to fill any vacancies on the Management Committee.

3.3 The members of the Management Committee shall serve until their respective successors are elected, or until their earlier death, resignation or removal as provided in the Articles of Incorporation and Bylaws of the Association.

3.4 The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.

3.5 The Management Committee, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall enforce the provisions of this Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The

Management Committee shall have the powers, duties and responsibilities with respect to the Property as contained in Article III hereof and the other provisions of this Declaration and the Association Articles of Incorporation and Bylaws, as well as any other applicable law.

3.6 Notwithstanding anything herein to the contrary, during any time Declarant is the Owner of at least two Lots, the Declarant shall have the option to appoint and remove all members of the Management Committee, to appoint and remove all officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association. In determining if Declarant owns the requisite number of Lots referred to in the preceding sentence the number of Lots in Division No. 1 and any subsequent Division which becomes part of the Property shall be counted. For example, if Declarant owns 1 Lot in Division No. 1 and 1 Lot in a new Division 2 which becomes part of the Property, then in such event Declarant will own 2 Lots and as the owner of 2 Lots shall have the option to appoint and remove Management Committee members and officers as stated in the first sentence of this paragraph. Declarant shall have the option at any time, by an express written declaration, to turn over to the Association the total responsibility for electing and removing members of the Management Committee and the officers. No term of office of a Management Committee member or an Association officer or agent shall expire or otherwise be affected by the expiration of such period during which the Declarant may control the Association, and if the number of Management Committee members shall be less than three (3) at the end of such period, the vacancies may be filled in accordance with the Bylaws of the Association.

### **ARTICLE III STATUS OF OWNERS; MANAGEMENT COMMITTEE**

**Section 1. Legal Status.** The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the Articles of Incorporation, the Bylaws, or by applicable law.

**Section 2. Management of Association.** The business, property and affairs of the Association shall be managed by a Management Committee as provided in this Declaration and its Articles of Incorporation and Bylaws.

**Section 3. Powers and Duties of Management Committee.** The Management Committee, acting on behalf of the Association, shall have all the powers, duties and

responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

3.1 To make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.

3.2 To determine and pay Common Expenses and other expenses of the Association.

3.3 To obtain such insurance coverage as the Management Committee may deem is appropriate, including, but not limited to, liability insurance, errors and omissions and directors, officers and agents' liability insurance.

3.4 To maintain, repair, replace and operate property owned by the Association, including but not limited to the Central Water System and to collect from the Owners as Common Expenses reasonable funds therefore.

3.5 To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners.

3.6 To open bank accounts on behalf of the Association and to designate the signatures thereof.

3.7 To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

3.8 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.

3.9 To do all other acts necessary for the administration, operation and maintenance of the Property, including the maintenance and repair of any improvements on the Property if the same is necessary or desirable to protect or preserve the Property.

**Section 4. Limited Liability of Management Committee, etc.** Members of the Management Committee and their officers, assistant officers, agents and employees: (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property

which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

**Section 5. Indemnification.** The Association hereby indemnifies and holds harmless any person, their heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one (1) or more Owners or any other persons or entities to which he or she shall be or shall be threatened to be made a party by reason of the fact that he or she was a member of the Management Committee or an officer or assistant officer, member, attorney or manager of the Association, other than to the extent, if any, such liability or expense shall be attributable to his or her willful misconduct or bad faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee or otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectable as such.

**Section 6. No Amendment Without Consent.** The provisions of Section 4 and Section 5 above may not be amended with any retroactive effect so as to limit the rights of any person otherwise entitled to the benefits thereof.

#### **ARTICLE IV ASSESSMENTS**

The making and collection of assessments of any nature from Owners for their share of Common Expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee in accordance with the following provisions:

**Section 1. Shares of Common Expenses.** Each Owner of a Lot shall be responsible for an equal proportionate share of all Common Expenses. "Common Expenses" include all items described in this Declaration as Common Expenses, and shall include but not be limited to expenses reasonably incurred by the Association for the ongoing operations of the Property.

**Section 2. Payment of Assessments; Lien Created.** Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Management Committee may also impose a late charge

of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments on account shall be first applied to interest or other charges and then to the unpaid assessed amounts in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter. It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees. The Lien for Assessments referred to herein shall be filed in accordance with and be subject to the terms and provisions of the Idaho Code.

**Section 3. Rights to Collect from Tenant.** If an Owner shall, at any time, lease their Lot and shall be in default for a period of one (1) month or more in the payment of assessments or other charges, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Management Committee shall be fully entitled to demand and receive a copy of the applicable lease agreement.

## ARTICLE V

### DECLARANT'S RIGHT TO DEVELOP AND APPLICATION OF LAWS

**Section 1. Right to Develop.** Notwithstanding anything to the contrary, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to carry out and complete the development of the Property or to construct improvements thereon; nor to prevent or limit Declarant's right to maintain any model homes, construction, sales or leasing offices, or similar facilities, on any Lot; nor to prevent or limit Declarant's right to post signs incidental to construction, sales or leasing of Lots within the Subdivision.

**Section 2. Application of Federal, State and Local Laws, Ordinances, Rules and Regulations.** Notwithstanding anything to the contrary, all building, development and improvements which may be located or constructed upon any Lot, and the use for which any Lot may be made, are governed first and foremost by any and all applicable federal, state, and local laws, statutes, codes, rules, regulations, ordinances and zoning restrictions. The Owner of each Lot is required to comply with any and all applicable federal, state, and local laws, statutes, codes, rules, regulations, ordinances and zoning

restrictions. The covenants, conditions and restrictions contained herein are intended to govern the use of the Lot, and the building, development and improvements which may be located or constructed upon any Lot after all applicable laws have been complied with by the Owner of any Lot within the Subdivision.

## **ARTICLE VI GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS**

All Lots within the Property shall be held, used, and enjoyed subject to the following limitations and restrictions.

### **Section 1. Use Restrictions, Building Specifications, and Specific Setbacks.**

1.1 All Lots are restricted to residential use, and structures shall only be occupied and used for residential purposes or for such incidental purposes which may be reasonably related to such residential usage. No Lot shall be used for the conduct of any home occupation, trade, business, commercial, industrial, or professional activity; provided, however, that a home occupation, or trade or professional activity may be carried on within a Principal Residence so long as all of the following conditions are satisfied: (i) the Lot is used primarily for single-family residential use; (ii) the Lot Owner first applies for, and obtains, any required approval, permit, conditional use permit, and/or any other approval or permit necessary from any applicable federal, state, county or local municipality or agency; (iii) the Lot Owner first applies in writing to, and obtains, the written approval of the Board for such use, which approval shall not be unreasonably withheld; and (iv) that there exists no meaningful external evidence of any such trade, professional, or administrative occupation carried on in the Principal Residence on any such Lot. Owners may rent the Principle Residence on the Lots to third parties and the usage of the Principal Residence by such third party tenants shall be considered as occupancy and use for residential purposes and such usage by tenants under rental agreements with Owners shall not be deemed a violation of the covenants, conditions, and restrictions set forth herein, or the Rules; provided, however, that no Owner may enter into any lease of a Lot or the Principal Residence located thereon for a period of less than one (1) month.

1.2 No structure or other Improvement shall be constructed, placed, or maintained on or under any Lot, except one single-family dwelling, one guest dwelling (if allowed under the Madison County Code), barn, garage facilities, related underground utilities, and storage facilities, all in compliance with the design guidelines, rule and regulations of the Management Committee.

1.3 **Single-Story Dwellings.** The ground floor area of the main structure, exclusive of open porches, decks, garages, and carports, shall not be less than Two Thousand Two Hundred (2,200 square feet).

1.4 One-and-a-Half-Story, Two-Story, and Bi-Level Dwellings. One-and-a-half story, two-story, and bi-level Principal Residences shall have a ground floor area of not less than One Thousand Eight Hundred (1,800) square feet; provided, however, that such Principal Residence shall contain not less than a total of Three Thousand (3,000) square feet, exclusive of any basement space, open porches, decks, garages, and carports.

1.5 No prefabricated, modular structures, manufactured, mobile, or basement homes of any kind shall be permitted on any Lot.

1.6 All buildings shall be of new construction and shall be constructed in character with each other, specifically by using complementary exterior roofing, building material, and coloring on each building on the properties. All buildings will be painted or faced in colors that blend into the natural environment and landscape of the area. All buildings, regardless of size, must be approved by the Management Committee.

1.7 Exterior materials shall be of planed natural wood, peeled log, brick, stone, or other similar natural material. Pre-manufactured or uniform-turned log components are strictly subject to the review and approval of the Management Committee. Other siding materials, such as stucco, metal or aluminum siding, or vinyl siding, are permitted subject to the review and approval of the Management Committee. A minimum of twenty-five (25) percent of the front elevation view of each Principal Residence will be covered with natural stone, cultured stone, brick, or similar materials as may be approved by the Management Committee. No cinder blocks shall be used as exterior material without the written approval of the Management Committee. Roof materials shall be of a heavy to medium wood cedar shake or shingle, ceramic tile or cement tile style shake, or heavy asphalt shingles. Other roof materials, such as metal, may be considered by the Management Committee upon written request.

1.8 Exterior finishes shall be all-weather protective treatments. Glossy painted finishes shall not be permitted. All approved exposed metals shall have a dull colored finish or shall be flat color anodized or flat painted in a color acceptable to the Management Committee. Semi-transparent stains may be used on exterior finishes, provided that an application and approval are processed through the Management Committee.

1.9 Exterior colors shall be subdued and in the earth tone range. Samples of all materials and colors to be used in the exterior treatment of any structures shall be submitted to the Management Committee for review and approval before any commencement of construction. Chimneys and chases must be enclosed by rock, brick, stone, or material to match siding, or similar materials as may be approved by the Management Committee.

1.10 All construction on the Principal Residence shall be completed within one year from the commencement date of construction unless the Management Committee approves an extension for good cause, not to exceed six months in time.

1.11 No structures or Improvements shall be constructed on the properties other than one (1) Principal Residence, a garage, a guest house for the use of guests, and storage building(s) to be used to house vehicles, equipment, or supplies. All improvements shall be of new, permanent construction using good quality workmanship and materials. There shall be no outside television antennas, radio aerials, satellite dishes, or similar devices or structures or any sort which are visible from the front of any Lot.

1.12 The minimum floor area of any single-family Principal Residence shall not be less than 2,200 square feet on the main floor, exclusive of a garage or unenclosed porches or decks. All Principal Residences must also include a garage large enough for at least two (2) automobiles. Detached buildings shall be no greater in size than a maximum of 2,000 square feet and no smaller than 60 square feet, and use natural materials, adhering to residential design standards listed above.

1.13 No structure shall be erected, altered, placed, or permitted to remain on the property that shall exceed two (2) stories in height. The maximum building height of any residential structure shall not exceed thirty (30) feet. All heights shall be measured at any cross-section of the structure from the finished grade to the highest point of the structure immediately above. Minor projections, such as chimneys, shall not be included in the maximum heights

1.14 Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet.

1.15 All exterior siding, fascia, and trim shall be secured in place with non-bleeding type of fasteners or nails. Said siding, fascia, and trim shall be maintained in a manner that does not show signs of fading, bleeding, bleaching, cupping, deteriorating, aging, or in any way diminishing the appearance of any Improvements.

1.16 Exposed foundations of concrete or masonry construction shall not have an exposed surface that exceeds a height of twelve (12) inches above the finished grade, unless approved by the Management Committee.

1.17 Solar collectors may be used if specifically reviewed and approved by the Management Committee. Solar collectors may be of any construction, materials, or pitch required for efficient operation, but they shall not be placed on any structure in a manner that causes objectionable glare to any neighboring residents. Solar collectors shall

be integrated into the structure of a Principal Residence, garage, carport, or other accessory building and shall not be free-standing.

1.18 Outdoor lighting shall not be unreasonably bright or cause glare on any adjacent lot or parcel. All exterior lights shall be downcast by design at no more than a 45-degree angle from a vertical line to the ground from the light and shall radiate within a limited radius of ground focus. All building plans shall include specifications for the exterior lighting plans and shall be subject to approval by the Management Committee.

1.19 Because there are no two Lots exactly alike in Withers Estates, the Management Committee will review each plan for all Principal Residences and other structures and buildings in relation to the specific characteristics of the particular Lot and its surroundings. The basic objective is that the Principal Residence and other structures and buildings on the property be compatible with the particular lot. A complete site plan shall be submitted to the Management Committee showing the Principal Residence, Guest House, other structures and buildings, all proposed fences, location of underground utilities, location of well, septic system, required setbacks from property lines, driveways, and walkways.

1.20 All structures and any other improvements located on any Lot must be located to comply with Madison County, Idaho setback requirements and any other applicable governmental laws, rules and regulations.

1.21 Finish grading on all building sites to ensure drainage of surface water from the buildings to avoid concentrating runoff onto adjacent properties.

1.22 Fencing shall comply with the standards adopted by the Management Committee and shall not exceed height limitations, if any, imposed by Madison County, Idaho. Approved fencing materials include rock, wood, and vinyl rail. Buck-and-rail, barbed wire, razor wire, and woven wire fences are prohibited. Fence height is limited to six (6) feet. Provided, however, notwithstanding anything herein to the contrary, existing fences along the outside perimeter of the Property used by the owners of property adjacent to the Property that do not comply with the fencing standards referred to in this Declaration may continue to be used, but any new fences constructed by Owners must comply with and be subject to the fencing standards referred to in this Declaration.

1.23 All landscaping in front of the Principal Residence must be completed within two years from the date of construction commencement.

## **Section 2. Utilities.**

2.1 All utilities, including connections, must be underground. No above-

ground cables or wires of any type shall be allowed. All applicable connection fees shall be borne by the applicable Lot Owner at the appropriate time as designated by each utility provider.

2.2 No exterior radio or television antennas, satellite dishes, solar or other energy devices (other than those approved by the Management Committee as part of the original construction) shall be erected or maintained on the Property without prior review and approval by the Management Committee. Such devices shall be strictly scrutinized to avoid an obtrusive or unsightly appearance and shall not be visible from other home sites.

### **Section 3. Drainage.**

3.1 There shall be no interference with the established drainage pattern over any property within the Property unless adequate provision is made for proper drainage and is approved by the Management Committee.

**Section 4. No Temporary Structures.** Prior to any shelter or temporary structure of any nature and for any purpose being erected or constructed, application shall be made to, and written approval obtained from, the Management Committee authorizing the size, shape, color, location, purpose, and duration of use of any shelter or temporary structure of any kind or nature. No tent, shack, trailer, or other temporary building, improvement, or structure shall be placed upon any Lot, except during construction and for a period not to exceed one (1) year. Provided, however, Owners may, temporarily, park or leave upon their Lot their personal travel trailer or other recreational vehicles for periods not to exceed a total of twenty-one (21) days annually. Any one period may not exceed seven (7) consecutive days. Any storage or parking of personal travel trailers, RVs, or other recreational vehicles more than twenty-one (21) days per year, with no more than seven (7) consecutive days in any one period, shall be in an enclosed garage. The Management Committee may, in its discretion and subject to the direction of the Board, adopt such rules and/or procedures as are necessary for the administration of this Section 4. Notwithstanding anything to the contrary, tents and tepees used in conjunction with rear yard children's activities and temporary guest outings shall be permitted for periods not to exceed a total of twenty-one (21) days annually. Any one period may not exceed seven (7) consecutive days.

**Section 5. No Further Subdividing.** No Lot shall be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Management Committee; provided, however, that nothing herein shall be deemed to prevent, or require the approval of the Management Committee for, the transfer or sale of any Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

**Section 6. Insurance Rates.** Nothing shall be done or kept on any Lot which will increase the rate of insurance on any portion of the Property without the approval of the Board, nor shall anything be done or kept on any Lot which would result in the cancellation of insurance on any of the Property owned by the Association or which would be in violation of any law.

**Section 7. Signs.** No sign of any kind or character shall be placed or maintained on display to the public view on any Lot, except the following: one (1) sign advertising the premises for sale, which sign shall not exceed six square feet; one (1) sign identifying the name and/or address of the Lot, which sign shall not exceed two square feet; and one (1) sign displayed by the builder to advertise the project during the construction period. Flashing light signs shall not be permitted. Any light used to illuminate signs or entrances or for any other purposes shall be so arranged as to reflect the light away from, and not be obtrusive to, other Lots and away from the vision of passing motorists. All exterior lighting shall conform to the Management Committee standards and guidelines and be approved by the Management Committee before installation.

**Section 8. Animals.** No animals of any kind shall be raised, bred, or kept on any Lot, except that no more than three (3) in the aggregate of the following kinds of animals may be kept on a Lot: dog, cat, or other household pet, or small farm animals (such as rabbits and chicken); provided, however, that none of the foregoing may be kept, bred, or maintained for any commercial, industrial, or mercantile purposes. For example, for any Lot, the Owner thereof may keep two dogs and one cat. No Owner shall be permitted to own, raise, or keep a rooster on a Lot. All owners of animals shall exercise such proper care and control of their animal or animals to prevent them from becoming an Animal Nuisance (defined below) or a Noisy Animal (defined below) and shall be subject to rules and regulations adopted by the Management Committee. All kennels must be kept adjacent to the Principal Residence on a Lot. As used herein, "Animal Nuisance" means any noisy animal, any vicious animal, or any animal which destroys or in any other manner injures clothing, washing, garbage containers, garden, flower beds, lawns, trees, shrubbery, or any other property within the boundaries of the Property. Excessive, continued, or untimely barking, molesting passers-by, chasing vehicles, habitually attacking other animals, and trespassing upon private property in such a manner as to damage property shall be deemed a nuisance. As used herein, "Noisy Animal" means any animal which habitually, constantly, or frequently disturbs the sleep, peace, or quiet of any person.

**Section 9. Mining.** No portion of any Lot shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except wells may be dug for the extraction of water for domestic purposes.

**Section 10. Domestic Water.** Lot Owners shall be responsible for their own domestic water source. All regulations of Madison County, the Idaho Department of Water Resources, the Idaho Department of Health and Welfare, the Idaho Department of Environmental Quality, and any other governmental agency having requirements or rules relating to water sources shall be strictly adhered to. All wells must meet the applicable standards of the Idaho Department of Water Resources, the Idaho Department of Environmental Quality, and Madison County, including for the location of such wells. Lot Owners shall be responsible for their respective permits, inspections, filings, etc., required by any governmental agency for well drilling and use on the Property. Existing irrigation ditches that cross or border the property at Withers Estates shall not be disturbed, nor the flow of water interfered with.

**Section 11. Septic.** Lot Owners shall be responsible for their own septic system. All regulations of Madison County, the Idaho Department of Health and Welfare, the Idaho Department of Environmental Quality, and any other governmental agency having requirements or rules relating to septic systems shall be strictly adhered to. All septic systems must meet the applicable standards of the Idaho Department of Health and Welfare, the Idaho Department of Environmental Quality, and Madison County, including but not limited to the location of such septic systems. Lot Owners shall be responsible for their respective permits, inspections, filings, etc., required by any governmental agency for septic system installation, maintenance, and use on the Property.

**Section 12. Vehicles.** No stripped-down, partially wrecked, or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any road in the subdivision, or on any Lot in such a manner as to be visible to the occupants of other Lots or to the uses of any road therein.

**Section 13. Maintenance of Buildings and Landscaping.** No improvements, including landscaping, upon any Lot within the Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. Any maintenance and/or repair of any improvement shall not alter the appearance, color, etc., of said improvement without prior review and approval of the Management Committee. Grounds shall be properly maintained and shall not be permitted to be overrun with weeds or to accumulate debris or otherwise become unsightly or offensive. All firewood shall be stacked and stored neatly in accordance with Management Committee approval.

Each Lot Owner shall take all actions necessary to control noxious weeds as defined by the standards and guidelines established in Madison County, Idaho. Noxious weeds include toadflax, musk thistle, Canada thistle, and leafy spurge. Noxious weed treatment shall be strictly limited to herbicides approved by the Madison County, Idaho, Weed Supervisor and shall not pose a health threat to man, livestock, or wildlife.

**Section 14. Improvements and Alterations.** Except as permitted in this Declaration, there shall be no excavation or construction, removal of trees, or alteration which in any way alters the exterior appearance of any Lot or improvements within a Lot, nor removal of any portion of any improvement in a Lot without the prior written approval of the Management Committee.

**Section 15. No Hazardous Activities.** No activities shall be conducted on any of the Property, and no improvements constructed on any of the Property which are or might be unsafe or hazardous to any person or property.

**Section 16 General Nuisances.**

16.1 All property shall be maintained in a reasonable, clean, safe, slightly, and tidy condition. No rubbish, waste, or debris of any kind shall be placed or permitted to accumulate upon any property within the Property, and no offensive, noxious odors shall be permitted or arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants. All garbage and trash shall be placed and kept in covered containers. Each Lot Owner must cause the garbage to be removed from their lot at least once a week.

16.2 No noise, including but not limited to noise created by people, animals, equipment, and/or machinery or other nuisance, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of the Property without the prior written approval of the Management Committee.

**Section 17. Land Use and Laws.** In addition to compliance with the requirements and restrictions of this Declaration and the rules of the Association, conformity with any and all applicable land use regulations, laws, and ordinances of Madison County, the State of Idaho, the United States Government, and any other legal entity entitled to regulate or control any activities in or on the Property shall be required. In cases of any conflict, the more stringent requirements shall govern.

**Section 18. Wood Stoves.** All wood stoves shall comply with all current smoke emission and efficiency standards in accordance with state or local law.

**Section 19. Lot Consolidation.** An Owner that owns two (2) or more contiguous Lots within Withers Estates Subdivision may, after written approval of the

Management Committee, consolidate such Lots into one Lot. Prior to consolidating any Lot, such consolidation must be approved by Madison County, and the Owner must pay all fees and expenses to receive such approval, including but not limited to replating fees and expenses, or Madison County fees. All restrictions of this Declaration and the rules of the Association shall apply to the consolidated Lot as if it were one Lot; except that for purposes of levying and collecting any Assessments levied by the Association, the consolidated Lot shall be counted as if the contiguous Lots were never consolidated. For illustration purposes, if an Owner consolidates two (2) Lots, the Owner would still pay Assessments on the consolidated Lot as if the Owner still owned two (2) Lots.

**Section 20. Common Areas.** The Association shall own the Common Areas. The maintenance, repair and replacement of the Common Areas shall be the responsibility of the Management Committee. The Management Committee, as part of its responsibility, shall maintain, repair and replace all improvements and utility facilities located on the Common Areas. Each Owner's right to the use of Common Areas, shall be restricted to their personal family, tenants, and guests, subject to the control of the Association and any rules and regulations adopted by the Management Committee in their sole and absolute discretion. The Owners shall not place or store anything within the Common Areas without the prior written consent of the Management Committee. Owners shall not violate any rules and regulations for the use of Common Areas adopted by the Management Committee and furnished in writing to the Owners.

## **ARTICLE VII MANAGEMENT COMMITTEE PROCEDURES**

**Section 1. Review of Proposed Construction.** No structure which will be visible above the ground or which will ultimately affect the visibility of any above ground structure shall be built, erected, placed or materially altered on any Lot, including without limitation, change of exterior colors or materials, unless and until the building or other plans, specifications, and Lot plan have been reviewed and approved in advance by the Management Committee. The Management Committee may, in its reasonable discretion, approve or disapprove such structure or alterations and the location thereof based upon all relevant factors, including without limitation: design and style, mass and form, value, topography, setback requirements, views, exterior color and materials and such improvements, physical or aesthetic conformity to surrounding terrain and the other structures and improvements on the Lot, and adjacent Lots. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of structures. This Declaration is not intended to serve as authority for the Management Committee to control the interior layout or design of any structure except to the extent incidentally necessitated by use and size requirements.

The Management Committee shall consider and act upon any and all proposals or plans and specifications submitted in writing for its approval pursuant to this Declaration,

including the inspection of construction in progress to assure its conformance with plans approved by the Management Committee. The Management Committee shall have the power to determine, by rule or by written designation consistent with this Declaration, which types of improvements shall be submitted to the Management Committee for review and approval. The Management Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby and will be in harmony with the surrounding structures. The Management Committee may make provision in its rules and guidelines for implementation and maintenance of value standards that will carry out such intent.

The Management Committee may appoint an Architectural Control Committee to exercise its rights and discharge its responsibilities relating to architectural control under this Declaration. In the event any Owner disputes a decision made by the Architectural Control Committee, such Owner may appeal the decision to the Management Committee.

**Section 2. Conditions on Approval.** The Management Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Lot Owner submitting the same (hereafter “Applicant”) and may require written submission of additional plans and specifications or other information before approving or disapproving material submitted.

**Section 3. Management Committee Rules.** The Management Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require additional factors which it will take into consideration in reviewing submissions.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Lots located adjacent to public and/or private open space.

**Section 4. Detailed Plans.** The Management Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, landscape plans, drainage plans, elevation drawings, specification, and descriptions or samples of exterior materials and colors. Until receipt by the Management Committee of any required plans and specifications, the Management Committee may postpone review of any plan submitted for approval.

**Section 5. Management Committee Decisions.** Decisions of the Management Committee and the reasons therefore shall be transmitted by the Management Committee to the Applicant in writing at the address set forth in the application for approval within twenty (20) business days after filing all materials required by the Management

Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Management Committee shall have been mailed to the Applicant within twenty (20) business days after the date of the filing of said materials with the Management Committee. The said twenty (20) day period shall only commence when an authorized representative of the Management Committee has executed an applicable form acknowledging acceptance of such application and acknowledging that such application is complete.

**Section 6. Meetings of the Management Committee.** The Management Committee shall meet from time to time as necessary to perform its duties hereunder. The Management Committee may from time to time by resolution unanimously adopted in writing, designate a Management Committee representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Management Committee, except the granting of variances pursuant to Section 9 of this Article VII. In the absence of such designation, the vote of any two (2) members of the Management Committee, or the written consent of any two (2) members of the Management Committee taken without a meeting, shall constitute an act of the Management Committee.

**Section 7. No Waiver of Future Approvals.** The approval by the Management Committee of any proposals or plans, specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever, subsequently or additionally submitted for approval or consent.

**Section 8. Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

8.1 Upon the completion of any work for which approved plans are required under this Article, the Lot Owner shall give written notice of completion to the Management Committee.

8.2 Within sixty (60) days thereafter, the Management Committee or its duly authorized representative may inspect such improvement. If the Management Committee finds that such work was not done in substantial compliance with the approved plans, the Management Committee shall notify the Lot Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular non-compliance, and shall require the Lot Owner to remedy the same.

8.3 If for any reason the Management Committee fails to notify the Lot Owner of any non-compliance within sixty (60) days after receipt of the written notice of

compliance from the Lot Owner, the improvement shall be deemed to be in accordance with the approved plans.

**Section 9. Variances.** The Management Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when it deems such action appropriate because of the existence of circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Management Committee, and shall become effective upon recordation in the Office of the Madison County, Idaho Recorder. If such variance is granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms or provisions of this Declaration, for any purpose, except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Lot Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including but not limited to, zoning ordinances and Lot set-back lines, or any other requirements imposed by any governmental or municipal authority.

## **ARTICLE VIII CENTRAL WATER SYSTEM**

**Section 1. Central Water System.** All Lots and the Common Areas shall have access to the Central Water System by means of the stub-out lines which extend from the pressurized pipeline owned, operated and maintained by the Association into each Lot and Common Area. Each Lot Owner shall pay their pro-rata share (for example, 1/39 if there are 39 Lots) of the water usage assessment or any other assessment paid by the Association and levied by the Consolidated Framers 'Canal Co., LTD and any other assessments related to the continued operation and maintenance of the Pressurized Irrigation System, regardless of actual use or nonuse of water from the irrigation system. Use of the Central Water System shall be subject to such rules and regulations of the Association, and the right to receive water therefrom is, in any event, subject to the availability of water for Lots and for the Common Areas. An Owner shall be liable for any damages caused by the actions of such Owner or their permittees, invitees, and tenants, directly or indirectly, to the Central Water System for the repair of said damages. Damages may include, but are not limited to, the destruction of irrigation heads, valves, valve boxes, and the perforation of underground pipe.

**Section 2. Association Retention of Water Rights and Association Easements.** The irrigation water rights appurtenant to the Property, including the water storage rights owned and controlled by Fremont Irrigation District and the water rights evidenced by shares issued by Consolidated Farmers Canal Company will not be transferred to the individual Owners, but rather will be owned by the Association, and the Association will manage the usage of such water rights for the benefit of the Owners to provide irrigation water to the Common Areas and

the Lots through the Central Water System. The Association shall have easements upon, across, over and under the irrigation mainline easements and public utility easements shown on the Plat and across, over and under the Common Areas and Lots as reasonably needed to install, operate and maintain the Central Water System.

**Section 3. Underground Sprinkler Systems.** Each Owner shall install an underground sprinkler system for the Owner's Lot to connect to the pressurized irrigation system stub-out service connection provided to each Lot as part of the Central Water System. Owners shall be responsible for the repair and maintenance, including winterization, of the sprinkler systems owned and operated by Owners on their Lot.

**Section 4. Cross-connections.** Each Owner is prohibited from making any cross-connection or tie-in between the irrigation water system and the domestic water system.

**Section 5. Non-Potable.** The water from the Central Water System is non-potable. Each Owner shall mark their individual sprinkler system and all surface features as "non-potable water – for irrigation purposes only."

**Section 6. Watering Schedule.** The Board shall have the authority to provide a water schedule, including but not limited to the amount and timing of watering.

## **ARTICLE IX MAINTENANCE**

The maintenance, repair and replacement of the common landscaping, the Central Water System, and other common systems and/or property owned by the Association shall be the responsibility of the Management Committee. The maintenance, repair and replacement of all improvements on each Lot and the individual water and sewer systems on each Lot shall be the responsibility of the Owner of such Lot and not the Management Committee.

## **ARTICLE X INSURANCE**

Each Owner is solely responsible for obtaining their own insurance covering any and all improvements on their Lot.

## **ARTICLE XI DESTRUCTION, DAMAGE AND OBSOLESCENCE**

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

## **ARTICLE XII LEASING OF LOTS**

Owners may rent the Principal Residence on the Lots to third parties and the usage of the residences by such third party tenants shall be considered as occupancy and use for residential purposes and such usage by tenants under rental agreements with Owners shall not be deemed a violation of the covenants, conditions and restrictions set forth herein, or any rules and regulations of the Association; provided, however, that no Owner may enter into any lease of a Lot or the Principal Residence located thereon or any other improvement located on a Lot for a period of less than thirty (30) consecutive days.

All leases of Lots shall be subject in all respects to the provisions of this Declaration and failure of the lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the lessee directly by the Association, but without limitation of any other rights of the Association.

## **ARTICLE XIII NOTICES**

**Section 1.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid addressed to any person at the address given by such person to the Association for service of such notice or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**Section 2.** Any notice of a violation or threatened violation of this Declaration shall be in writing and shall be delivered to the Person concerned and shall specify the violation or threatened violation, identify the property in violation, demand compliance with the terms and conditions of this Declaration, and state the action which will be taken under this Declaration if the violation is not abated, remedied, or satisfied. Such notice must also set forth a time, date, and place for a hearing where the Owner shall have an opportunity to appear to deny the statements as outlined in such notice and to show cause why he or she is not in violation of this Declaration. Such hearing shall be set at least twenty (20) days after the date of delivery of notice to the Owner charged with such violation or threatened violation. Such hearing shall be presided over by the president of the Board and shall be before the Board.

**ARTICLE XIV  
NO WAIVER**

The failure of the Management Committee or its agents to insist, in one (1) or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

**ARTICLE XV  
ENFORCEMENT**

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations and decisions issued by the Management Committee. Failure to so comply shall be grounds for an action to recover sums due for damage or injunctive relief or both, or any other remedy allowed by law, maintainable by the Management Committee or its designee on behalf of the Association or by Declarant or, in an appropriate case, by an aggrieved Owner. Any violation of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by Declarant or the Management Committee. The Association shall be entitled to payment of all attorney fees incurred by the Association (or the Management Committee), payable by an Owner or lessee in violation of this Declaration or any such rules or regulations.

In addition, upon any failure of an Owner to pay when due any assessment for Common Expenses or any other assessment, the Management Committee may seek any remedy provided in this Declaration or otherwise available at law or equity. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any Ownership or leasehold interest in the applicable Lot.

**ARTICLE XVI  
AMENDMENTS**

The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the

Association certifying that such amendment has been approved by the vote or written consent of Owners who own at least sixty-six percent (66%) of the Lots. Such an amendment shall be effective upon its recordation with the Madison County, Idaho, Recorder and shall be binding upon all Owners and all mortgagees and deed of trust beneficiaries of Lots and all other portions of the Property.

## **ARTICLE XVII DEVELOPMENT OF PROPERTY; ANNEXATION; DE-ANNEXATION**

**Section 1. Right of Annexation.** Declarant presently intends to develop other neighboring properties and may, in Declarant's discretion, deem it desirable to annex some or all of such other properties to the Property covered by this Declaration. The annexed properties may, in Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant at any time. Annexation may also occur on the affirmative vote of the Board. Annexation, whether by Declarant or upon affirmative vote of the Board, shall be permitted only with the consent of the owner of the property to be annexed. As such properties are developed, Declarant or the Board shall, with respect thereto, record a Supplemental Declaration, which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations, and easements as Declarant or the Board may deem appropriate for the other properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations, and easements as Declarant or the Board deems not appropriate for the other properties.

**Section 2. Method of Annexation.** Annexation of real property authorized under Section 1 above shall be accomplished by filing a record in the Office of the County Clerk of Madison County, Idaho, a Supplemental Declaration describing the real property to be annexed and extending the plan of this Declaration to such real property.

**Section 3. Supplemental Declarations.** Each Supplemental Declaration contemplated by Section 2 above may contain such additional or different provisions, covenants, conditions, and restrictions not found in the covenants of this Declaration, provided that such shall not be inconsistent with the general plan of this Declaration. Said additional provisions may include, but need not be limited to, provisions for special maintenance, use restrictions, limited common areas, party walls, parking regulations, and any other matters of common concern to Owners of any Lots in the annexed property. No provisions, covenants, conditions, or restrictions contained in a Supplemental Declaration shall be considered applicable to any real property except real property described in a Supplemental Declaration unless otherwise expressly provided.

**Section 4. Effect of Annexation.** Upon the recording of a Supplemental Declaration, all the real property described or covered by the Supplemental Declaration shall be deemed subject to all of the covenants contained in this Declaration as if, and to the same effect as, the annexed real property was part of Withers Estates Subdivision except as specifically stated in the Supplemental Declaration, and to the additional or different provisions, covenants, conditions, and restrictions which may be stated in the Supplemental Declaration, and the Association shall have and shall accept and exercise jurisdiction over such property as a part of the subject Property. In the event of conflict or inconsistency between a Supplemental Declaration and this Declaration, the terms of the Supplemental Declaration shall prevail as to the particular real property described or covered by that Supplemental Declaration.

**Section 5. De-annexation.** Declarant may, in its sole and absolute discretion, remove all or any portion of the Property from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all of such property being removed. Removal of real property authorized under this Section 5 shall be accomplished by filing a record in the Office of the County Clerk of Madison County, Idaho, a Supplemental Declaration describing the real property to be removed from this Declaration.

## **ARTICLE XVIII GENERAL PROVISIONS**

**Section 1. Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

**Section 2. Captions, Gender and Grammar.** The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used herein shall be construed to mean the plural whenever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

**Section 3. Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

**ARTICLE XIX  
EFFECTIVE DATE**

This Declaration shall take effect when recorded with the Recorder of Madison County, Idaho.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

DECLARANT:

TETON HORIZON HOLDINGS, LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Troy Hastings  
Its: Manager

STATE OF IDAHO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

This record was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Troy Hastings, as Manager of Teton Horizon Holdings, LLC.

(seal)

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_