

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CRESTVIEW ESTATES SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

Whereas, the undersigned (hereafter “Declarant”) is the owner of certain real property located in Pocatello, Bannock County, State of Idaho, identified as Crestview Estates Subdivision, Division 1, such property being more particularly described in Addendum A attached hereto and made a part hereof (hereafter “Property”); and

Whereas, Declarant has subdivided the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter “Declaration”).

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property described in Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the plat of Crestview Estates Subdivision Division 1, recorded concurrently herewith, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with one another to accept, hold, improve, use and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

ARTICLE 1 – *DEFINITIONS*

The following definitions control in this Declaration.

Section 1.1. Association means the Crestview Estates Homeowners Association its successors and assigns.

Section 1.2. Board of Directors means the governing body of the Association. The board shall consist of the Declarant while Class B membership exists and when no Class B membership exists the board shall consist of 3 Lot Owners as elected by the Association. Those elected shall serve annual terms from the time of election at which time they may be replaced or re-elected.

Section 1.3. Declarant means, jointly and severally, Satterfield Realty & Development, Inc., and the Declarant's heirs, successors and assigns.

Section 1.4. Declaration means this instrument, and any amendments thereto.

Section 1.5. Entire Membership means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Class A and Class B Members.

Section 1.6. Lot means the separately numbered and individually described plots of land shown on any plat or plats recorded with regard to the Property and designated for private ownership as Lots 1 – 5 of Blocks 1, Lots 1-7 of Block 2, and Lots 1-10 of Block 3 inclusive. Lot 11 (R) Block 3 is dedicated to the City of Pocatello for storm water detention; said lot is covered in its entirety with a public utility, storm water drainage and public access easement; said lot is not designated for private ownership and shall be known as a public lot.

Section 1.7. Member means every person or entity who holds membership in the Association. The Owners of Lots constitute the Members of the Association. Owners of public lots within the Property shall not be Members.

Section 1.8. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.9. Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the Property. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "Owner."

Section 1.10. Plat means the subdivision plat recorded herewith entitled "Crestview Estates Division 1."

Section 1.11. Property means that certain real property described on Addendum A hereto, and such additions and annexations thereto as may hereafter be subjected to this Declaration.

Section 1.12. Directors means the members of the governing body of the Association.

ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Limited Application of Article The provisions of this Article 2 shall apply to private Lots within the subdivision.

Section 2.2. Rules. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Association's property. These rules of the Association shall be compiled and copies shall be made available for inspection and copying by the Members.

Section 2.3. Lots. Each Lot is owned in fee simple by the Owner.

ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Lot Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Lot Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

CLASS A. Class A Members shall be all Lot Owners with the exception of the Declarant, as defined in this Declaration. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a single Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

CLASS B. The Class B Member shall be the Declarant (as defined in this Declaration) Class B Members are entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) conveyance of seventy-five percent (75%) of all Lots to purchasers;
- (b) the expiration of ten (10) years from the first conveyance of any Lot to a purchaser; or Declarant.
- (c) the surrender of Class B membership status by the express written action of the Declarant

In the case of expansion (as provided under the Declaration) the Declarant's memberships appurtenant to the Lots in the expansion area shall be Class B memberships. If Declarant exercises its option to add additional Lots of any character, then at such time as additional subdivision plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Class B voting status for all Lots owned, even if previously converted to Class A status in prior phases and according to the terms hereof.

ARTICLE 4 - FINANCES AND OPERATIONS

Section 4.1. Assessments. Initially, no assessments shall be charged for Association membership. Assessments may be put in place by the Association for the benefit of the Association if the need arises by recording an amendment to this document explaining the purpose of the assessment.

Section 4.2. Notice and Quorum for any Action Authorized Under Sections 4.1. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 4.1 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.3. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and

insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

Section 4.4. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority;
- (b) All Common Area;
- (c) All Lots owned by Declarant and, as long as the Declarant has Class B membership status.

ARTICLE 5 – INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Association may insure any property, whether real or personal, owned by the Association, against liability, loss, damage or hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

Section 6.1. Creation. The Declarant shall appoint an Architectural Control Committee (hereafter referred to as the “Committee”) consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to remove members of the Committee and fill vacancies on the Committee until the earliest of the following: (a) the Declarant relinquishes this power in writing; (b) ninety percent (90%) of all Lots on the Property have been sold; or (c) residential structures have been constructed on seventy-five percent (75%) of all Lots in all phases of Crestview Estates Subdivision and such structures are legally occupied. When the Declarant ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Crestview Estates Subdivision shall, within sixty (60) calendar days, elect new members of the Committee. Each Lot Owner shall have one vote for each lot owned. The initial Committee members elected by the lot owners shall be elected for terms of three years. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly, or more or less often, on a regular basis as determined by the Committee. Written minutes shall be kept of Committee meetings and such minutes shall be open to lot owners for inspection at reasonable times upon request. The initial committee shall consist of Ryan S. Satterfield, Kenneth A. Satterfield and Tara A. Satterfield all of Satterfield Realty & Development, Inc.

Section 6.2. Approval of Plans. No construction, remodeling, addition or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot within the Property may occur without the written consent of a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee, are attached as Addendum B. After termination of the

right of the Declarant to appoint and remove Committee members as set forth in Section 6.1, any rule or regulation may be amended, adopted or repealed by majority vote of all lot owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter. Applications for approval shall be passed upon by the Committee within thirty (30) days of submission. In the event the Committee has not acted upon an application within such thirty (30) day period, the application will be deemed to be approved.

Section 6.3. Immunity from Liability. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property, and any violation of this Declaration or of any law or regulation, are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The Committee's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

Section 6.4. Injunctive Relief. Purchasers or lot owners within Crestview Estates Subdivision acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other owners and purchasers within Crestview Estates Subdivision. Based thereon, any violation of this Article 6 by any person shall entitle the Committee, the Declarant, or the purchaser or owner of any lot within any phase of Crestview Estates Subdivision, to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot within Crestview Estates Subdivision, such purchaser or lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot within Crestview Estates Subdivision, agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Declarant, or any purchaser or lot owner within Crestview Estates Subdivision may have hereunder or pursuant to law.

ARTICLE 7 - USE RESTRICTIONS

Section 7.1. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots during the period of construction and sale of said lots and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sales offices.

Section 7.2. Land Use and Building Size. None of the Property or lots within the Property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade. For Building Size restrictions see Addendum B H.1.

Section 7.3. Exterior Building Materials. See Addendum B for Standards.

Section 7.4. Garages. All residences constructed on any lot within the Property shall be constructed with a fully enclosed, private, attached garage, built to accommodate not less than three (3) vehicles. The height of the garage door headers shall not exceed eight (8) feet of clearance above the height of a normal passenger vehicle, pickup truck or sport utility vehicle. All garages shall be constructed of the same exterior materials, and shall be in harmony and architecturally compatible with, the residence constructed on the lot.

Section 7.5. Roof Mounted Heat Pumps and Solar Panels. No solar panels, heat pumps and/or air conditioning or heating units shall be allowed to be mounted on roofs if such items would be visible from the street when standing at the center of the street at any point within 50' of where the lot property line of said structure abuts the right of way.

Section 7.6. Driveways and Walkways. The primary driveway (that is the driveway leading from the street to the garage) and primary walkways (that is walkways leading from the street or driveway to the entrance of the residence), shall be constructed of concrete or decorative stone pavers. All other driveways and walkways shall be constructed of a material commonly used for such purposes and approved by the Committee. In no event shall a driveway or walkway be constructed of dirt, sand, clay or road base material. Any RV or other parking pad proposed to be constructed to the side of a home or garage, must first be approved by the Committee in writing.

Section 7.7. Landscaping and Park Strip. Landscaping of the front and side yards of lots must be completed within 60 days after occupancy unless significant weather limitations prohibit the planting or growth of vegetation under which the time shall be extended until 30 days after the beginning of the next growing season. Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in either grass, turf, other ground cover, or rock, all as acceptable to the Committee. Unless waived in writing by the Committee based upon special circumstances, front yard landscaping area shall be planted with a maximum of thirty percent (30%) desert or xeriscape landscaping and a minimum of forty percent (40%) of grass. Landscaping shall be maintained at a reasonable standard compatible with other homes in the subdivision. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said lots. Should excessive growth occur on any lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the lot or lots. Homeowners are responsible for the maintenance of the park strip between the curb and the sidewalk, and are to plant, care for and maintain three (3) trees per street frontage area evenly spaced in the park strip. These trees are to be of the species Little Leaf Linden, (*Tilia cordata*). Trees shall be planted along with all other landscaping. The park strip is to be vegetated with grass. Flowers and other non-invasive, smaller vegetation may be planted around the potting circle of each tree, but in no case shall any other type of tree or shrub be planted in the park strip. Certain species of trees will not be allowed in this subdivision. These include Siberian Elm (*Ulmus pumila*), American elm (*Ulmus Americana*), Russian Olive (*Eleagnus Spp.*), all cottonwood and poplar species (*Populus spp.*), except Quaking Aspen (*P. tremuloides*). Trees are not to exceed 40 ft. in height. At the time any tree exceeds this height of 40 feet, it must be trimmed or removed.

Section 7.8. Fences, Walls and Barriers. Walls, fences and other barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Wood, Vinyl, Concrete, poured concrete, concrete block, cinder block, stone, or stucco of a color which blends

with the exterior of the structure on the lot and which is of a color which conforms with other colors used within the subdivision. Wrought iron may be used in connection with any of the foregoing as long as the portion of the fences, walls and barriers consisting of wrought iron does not exceed fifty percent (50%) of the total fence, wall or barrier. Poured concrete or concrete sections are allowed only if such materials are constructed with a finished surface. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair. No wire netting, chicken wire, barbed wire, or chain link fences will be allowed. No fencing shall be permitted within the 25 feet of the front property line.

Section 7.9. Sight Distance at Intersections. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within a triangle formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.10. Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other lot within the Property. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot except for within the established drainage easements that run along each adjoining property line. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. For those lots with a side slope, it will be the responsibility of the party that alters the existing grade, being the grade at the time of acceptance of the subdivision by the City of Pocatello, to insure the existing grade of any adjoining lots by means, if necessary, of a retaining wall, erosion resistant landscaping or other decorative structure on his/her property and provide means for lot drainage to flow down lot lines.

Section 7.11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, part or portion of the Property.

Section 7.12. Preservation of Views. In planning, constructing, installing and maintaining any structure, improvement or landscaping on any lot, the Owner thereof shall take reasonable measures in an effort to not unduly restrict the views of surrounding lots and properties. Additionally, no structure shall exceed two stories in height above ground level.

Section 7.13. Building Location. All buildings shall be located on all lots so as to comply with any requirements noted on the Plat and so as not to be in violation of Pocatello City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps, encroach upon any other lot. All construction shall be made only within designated and approved building pads.

Section 7.14. Prohibited Structures. No basement home, mobile home, or pre-manufactured home shall be placed, located or constructed on any lot. No structure of a

temporary character, trailer, mobile home, basement with no upper structure, pre-manufactured home, tent, shack, garage, barn or any outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. The storage of one (1) camper trailer belonging to the lot Owner shall be allowed provided such storage is confined to the rear yard area, side yard area or garage, is behind a fenced area screening it from street view, and is not occupied in any fashion or manner.

Section 7.15. Signs. Except as otherwise provided herein, no signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot for identification (numbering) purposes. One sign of not more than six (6) square feet on each side may be used for advertising the lot for sale or rent or identifying the home during construction. Any sign used for advertising the lot or home thereon for sale or rent, or for identifying the home during construction, shall be of the style, size, color and design, and shall strictly conform in all respects with this section. Except as specifically provided in this Section 7.16, no signs, including but not limited to banners, flags or streamers of any nature, shall be allowed on any lot. Banners, flags or streamers may be used for a period of no more than 30 days continuously and may not be replaced until 30 days have past without banners, flags or streamers on the property. The above notwithstanding, signs used by the Declarant to advertise the development and/or initial sale of any lot, part or portion of the Property shall be excluded from this restriction. During the construction of a residence on a lot, one sign, not more than sixteen (16) square feet in size per side, advertising or publicizing the contractor of the residence, shall be allowed. Any such sign shall be removed upon completion of construction.

Section 7.16. Care and Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's lot at all times in a safe, sound and sanitary condition and refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective lots. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

Section 7.17. Nuisances. No noxious or offensive activity shall be carried on, or be allowed to be carried on, upon any lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No lot shall be used for any illegal purpose.

Section 7.18. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, part or portion of the Property, except that dogs, cats or other domesticated household pets, not exceeding two (2) of each, may be kept in a residence constructed on a lot, or on the lot in a suitable enclosure, provided that they are not kept on any lot so as to be visible from other lots or residences, and are not kept, bred or maintained for any commercial purpose. Such animals as are permitted shall be strictly controlled and kept pursuant to all applicable laws, ordinances, rules and regulations. Pets shall not be kept if they create noise or odors that, in the opinion of the Committee, constitutes a nuisance.

Section 7.19. Garbage and Refuse Disposal. No lot, part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage, or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. No rubbish, trash, papers, junk, or debris shall be burned upon any lot, part or portion of the Property.

Section 7.20. Storage of Materials. No lot, part or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the lot. Once a dwelling is occupied or made available for sale, all building materials shall be removed or stored inside such dwelling.

Section 7.21. Inoperable Vehicles. No type of motor vehicle which is inoperable for any reason shall be permitted to be parked upon any street, lot, or part or portion of the Property, except in an approved, enclosed garage. In the event any inoperable motor vehicle remains outside upon any street, lot, or part or portion of the Property for a period exceeding thirty (30) days, the same may be removed after ten (10) days written notice to the lot and vehicle owner. The cost and expense of such removal shall be borne by the lot owner and vehicle owner. As used in this section, "inoperable vehicle" shall mean any motor vehicle which is unable to be legally operated in a normal manner upon the streets under its own power, or is unlicensed or unregistered for a period of ninety (90) days or more. No automobile, recreational vehicle, commercial vehicle, other motorized vehicle, or any portion thereof, shall be dismantled, rebuilt, serviced, repaired or repainted on or in front of any lot unless performed within a completely enclosed garage or other permitted structure located on the lot which screens the sight and sound of such activity from the public streets and neighboring lots.

Section 7.22. Boats, Recreational, Trucks, Trailers and Other Vehicles. No boats, motorcycles, trailers, buses, motor homes, campers or other such vehicles shall be parked or stored upon any lot except on the side or back yard area. In no event shall any such vehicles be parked on the driveway or in the front yard area of any lot or on any street located within the Property except for a limited time frame of 48 hours while loading and unloading. All such vehicles shall be properly registered and licensed, or meet such other governmental approval as may be required. Trailers and motor homes with a length in excess of fifty (50) feet and trucks of a gross vehicle weight over ten thousand (10,000) pounds are not allowed to be placed, parked, or stored upon any street, lot, or part or portion of the Property. All trailers and recreational vehicles must be placed within an enclosed garage or behind a privacy fence or wall.

Section 7.23. Antennas. No external radio, television, dish or other antenna of any kind or nature, or device for the reception or transmission of radio, microwaves or other similar signals shall be constructed or maintained on any lot or residence in such a manner as to extend above the height of the residence on the lot nor shall such devices be located on any lot or on any residence on any lot so as to be visible from the street. Satellite dishes shall only be allowed in backyard areas and only if screened from view from streets and other lots.

Section 7.24. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon, in or under any lot or part or portion of the Property, nor shall any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon, in or under such lot or part or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or part or portion of the Property.

Section 7.25. Commercial Activities Prohibited. Lots shall not be used for, or in connection with, the conduct of any trade, business, professional or commercial activity of any kind. However, this restriction shall not prohibit an owner or resident from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom.

Section 7.26. Re-subdivision or Combining of Lots. No lot within the Property shall be divided, subdivided, partitioned, parceled or broken up into smaller lots or units. In the event any person desires to combine two or more lots, either by use or plat amendment, approval shall first be obtained from the Committee. The responsibility to comply with all legal requirements and pay all costs associated with such combination shall be borne exclusively by the person desiring such combination of lots.

Section 7.27. Damages. Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or Owner.

Section 7.28. Use of Common Area. Owners are hereby prohibited and restricted from using any of the Common Area, other than as permitted in this Declaration or as may be allowed by the Directors. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of the Owners of Lots and is necessary for the protection of the interests of all said Owners in and to the Common Area. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area and facilities thereon without charge during the sales and construction period to aid in its marketing activities.

Section 7.29. Code Compliance. Declarant and Owners are subject to, and shall abide by all federal, state and local regulations regarding the use and development of property, regardless of the provisions of this Declaration.

ARTICLE 8 – EXPANSION

Declarant reserves the right, at its sole election, to expand the Property to include additional property more particularly described below, by unilateral action of Declarant without the consent of Owners, for a period of fifteen (15) years from the date of recording of this Declaration in the office of the Bannock County Recorder, County of Bannock, State of Idaho. The property, all or part of which may be included in one or more expansions, is located in Bannock County, Idaho, and is more particularly described as follows:

ALL PROPERTY LOCATED IN THE GENERAL VICINITY OF THE PROPERTY DESCRIBED IN ADDENDUM A, WHICH IS CONTIGUOUS TO ANY PHASE OF THE DEVELOPMENT.

Expansion shall occur by the Declarant filing:

a. an additional subdivision plat or plats creating additional lots and/or common areas on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation: and

b. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, with the exception of churches, schools, municipal fire stations or other community oriented structures as allowed by Declarant, architecturally compatible to the existing development, similar to the homes already constructed, constructed out of similar materials, with similar lot size. Declarant's Class B ownership status shall extend to all lots in the expansion area. Otherwise, Lot Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments (if any) of each Lot and in any expansion area shall be equal to the liability of each Lot in the original Property.

ARTICLE 9 - GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Directors may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 9.2. Declarant Immunity. By purchasing property within the subdivision, and unless otherwise stated in writing through a specific written warranty, the lot purchaser and Owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property.

Section 9.3. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 9.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, and by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is

recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 9.5. Amendment. After the occurrence of one of the events set forth in Section 6.1 which terminates the Declarant's right to appoint and remove members of the Committee, this Declaration may be amended by a written document signed by the Owners of two-thirds (2/3) of all lots in the subdivision. Until such time as one of the events set forth in Section 6.1 occurs which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 9.6. Declarant Exemption. The Declarant and all activities carried on by the Declarant in connection with the subdivision, development, sale, or related activity, with regard to the Property or any lot, is exempt and free from all restrictions and constraints in this Declaration.

Section 9.7. Violation as Nuisance. Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any Owner or Owners of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

Section 9.8. Enforcement. Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Declarant and the Owner or Owners of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Declarant or any Owner or Owners of any lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.9. Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 9.10. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five (5) days after mailing, whichever is sooner.

Section 9.11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to

make the provisions hereof apply either to corporations or individuals, men or women, shall In all cases be assumed as though in each case fully expressed.

Section 9.12. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 9.13. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE 10 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this ___ day of _____, 2016.

Declarant

Satterfield Realty and Development, Inc.

By: _____
Ryan S. Satterfield

Title: President

STATE OF IDAHO)
)
) ss.
COUNTY OF BANNOCK)

On this ____ day of _____, 2016, before me personally appeared Ryan S. Satterfield, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Satterfield Realty and Development, Inc., a Idaho corporation and that the foregoing document was signed by him on behalf of such company in the capacity stated, he being duly authorized to do so by a resolution of the board of directors of Satterfield Realty and Development, Inc.

Notary Public
Residing at: _____
Commission Expires: _____

ADDENDUM A

**CRESTVIEW ESTATES
DIVISION 1**

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 6
SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO KNOWN AS

CRESTVIEW ESTATES-DIVISION 1.

ADDENDUM B

RULES, REGULATIONS AND STANDARDS OF CRESTVIEW ESTATES SUBDIVISION

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of Crestview Estates Subdivision (hereinafter "Covenants"). The Covenants are on record in the office of the Recorder, Bannock County, Idaho. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense. No construction may begin in Crestview Estates Subdivision without the issuance of a building permit issued by the City of Pocatello.

SECTION 1.

A complete set of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the Committee no less than ten (10) days prior to the desired date for commencement of construction. The plans must contain all of the following:

A. SITE PLAN

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street (front yard minimum setback is twenty-five (25) feet to garage, twenty (20) feet to the house, back yard minimum of twenty (20) feet and side yards minimum setbacks are ten (10) feet).
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination will follow.)
6. Location of the HVAC unit shall be noted. No HVAC unit will be placed on the roof.

B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items must be in the rear or side of the house and out of street view. (Special consideration will be given when rear installation is not feasible. In such situation, the unit must be screened from the street view with materials compatible with materials used in the construction of the house.)

C. ELEVATIONS

1. Note scale on plan.

D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be consistent with neighboring colors. The Declarant and the Committee reserve the right to reject any scheme deemed to be inconsistent with the neighborhood.
2. The general design expressed in the front of the house must be covered in entirety by painted LP Smartside or Hardie siding, stone, brick or stucco, or a combination of such, or other materials as approved in writing by the Committee. No vinyl siding to be installed on any portion of the home except for vinyl shake material may be used as an accent piece in gables or other minor features.
3. The remaining 3 sides of the home may use similar materials as the front of the home, or they may be covered in seamless metal siding.
4. Innovative designs used on the front of the house using other materials will be considered on an individual basis.

E. CONSTRUCTION AND MATERIALS WHICH ARE NOT ACCEPTABLE

1. Log house.
2. Pre-manufactured houses.
3. Earth or berm houses.
4. Re-located houses.
5. Vinyl siding

F. ACCEPTABLE ROOFING MATERIALS

1. Roofing materials must be asphalt shingle or concrete tile in a committee approved color.

G. HEIGHT OF HOUSE

1. All houses proposed to be over one story in height will be examined by the Committee as to the aesthetic value for adjoining houses, lots and/or their views. The Committee has the right to restrict the height of any house, structure of landscaping if it unduly restricts a neighbor's view.

H. SIZE OF HOUSE, LANDSCAPING, AND SPECIAL RESTRICTIONS

1. The outside measurement of the ground level of each house containing a single level, or of each house containing a ground level and a basement level, will not be less than one thousand eight hundred (1,800) square feet on the ground floor, exclusive of garages, porches, patios, and storage. The above ground floor area of a two story home, exclusive of garages, porches, patios, and storage, will not be less than twenty two hundred (2,200) square feet.
2. All storage units, garages, etc., within street view are to have the same design and materials as the main dwelling.
3. All homes are to have a minimum three car attached garage.
4. Fences and swimming pools will follow the Pocatello zoning requirements.
5. All required landscaping will be completed within 60 days after occupancy, weather permitting.

6. Campers, boats, pickups and other recreational and commercial vehicles must be kept in a garage or on a concrete (or other suitable material) pad at the side or in the rear of the house and screened from street view.
7. All fences shall be of approved materials. No chain link or wire fences will be allowed.
8. Blasting of any kind will not be allowed.
9. In order to maintain the integrity of the development, no roof-top mounted air conditioning or heating equipment, or any other such device will be allowed.

I. EASEMENTS

1. Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Structures of any type are prohibited within these easements. Plants or other materials may be placed or permitted to remain within such easements which will not damage utilities, or which will not obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility is responsible.

SECTION 2.

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. Trash Receptacles and Debris Removal. Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.

B. Concrete Trucks. Concrete trucks may be washed out only on the lot being built upon and inside the construction area of such lot. No concrete trucks shall be washed out on any other lot within the subdivision. The owner and contractor are responsible for containing all washout to preclude this water from entering washes and contaminating tree roots.

C. Cleanliness. During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

D. Materials Storage. Construction materials shall be stored on the lot, only for such time as reasonably needed and in orderly array.

E. Sanitary Facilities. Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

F. Vehicles and Parking Areas. All construction vehicles shall be parked within the lot being built upon or on the public street.

G. Conservation of Native Landscape. The Committee shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

H. Dust and Noise Control. The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

I. Material Deliveries. All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

J. Firearms. Carrying any type of firearm on the Property by construction crews is prohibited.

K. Alcohol and Controlled Substances. The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

L. Fires and Flammable Materials. Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited.

M. Restoration of Property. Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the Committee. Each owner and contractor involved with construction activities on any lot in the subdivision shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other subdivision improvements which was caused by construction, construction traffic, or other causes related to construction activities. The repair of such subdivision improvements shall be made as construction on the lot is completed and before the issuance of a certificate of occupancy by the City of Pocatello.

N. Construction Signage. Temporary construction signs shall be limited to one sign per site not to exceed four (16) square feet of total surface area. The sign shall be free standing, not to exceed four (6) feet in height above natural grade, and in a location within the site as approved by the Committee. Attachment of signs or similar material to trees or rocks is strictly prohibited.

O. Daily Operation. Daily working hours for each construction site shall be from 30 minutes before sunrise to 30 minutes after sunset.