

Instrument No. 581688
18 Day Sep 2020
At 10 O'Clock 21 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$13.00
AS Deputy
Recorded at Request of
Forsberg Law Offices, Chtd.

**FOURTH AMENDMENT TO THE
PROTECTIVE COVENANTS
OF
ISLAND PARK VILLAGE
Fremont County, Idaho**

WHEREAS, Island Park Village, by and through the Amended and Restated Protective Covenants, which were recorded on September 15, 1999 as Instrument No. 459510 the first amendment thereto being adopted by the membership on September 25, 1999 and recorded on November 18, 1999 as Instrument No. 460599, the second amendment thereto being adopted by the membership on June 12, 2004 and recorded as Instrument No. 495557 on June 9, 2005 in the real estate records of Fremont County, Idaho, and the third amendment thereto being adopted by the membership on September 10, 2005 and recorded as Instrument 497788 on September 22, 2005; and

WHEREAS, the membership had determined it is necessary to again amend the Amended and Restated Covenants;

NOW THEREFORE, pursuant to the provisions of Article XVIII of the Amended and Restated Covenants entitled Amendment - Termination, two-thirds (2/3) of the members of the Island Park Village Association, Inc., at a duly called annual meeting of said members held on September 12, 2020, prior to which a proposed Amendment to these protective covenants was timely mailed to the members along with notice of said meeting of the members as provided in the Article and Bylaws, approved the following additional language as an amendment to Section 12 of said Amended and Restated Protective Covenants:

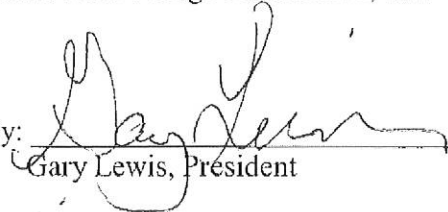
Any owner that shall violate the prohibition of the use of trailers , campers, tents or similar structures for habitation within the subdivision or that shall permit others to do so on their lot, including, but not limited to permitting guests to bring trailers, campers, tents or similar structures to their property shall be assessed a penalty of One Hundred Dollars (\$100.00) per day per day such violation continues for each occurrence.

All other terms and conditions of the Amended and Restated Protective Covenants of Island Park Village and the previous amendments thereto not in conflict with this amendment remain in full force and effect.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to the Amended and Restated Protective Covenants to be made and adopted this 12th day of September, 2020.

Island Park Village Association, Inc.

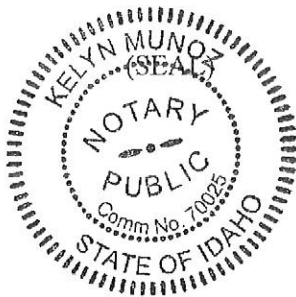
By: 
Gary Lewis, President

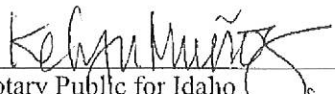
ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss.
County of Fremont)

On this 18th day of September, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary Lewis, known to me to be the President of Island Park Village Association, Inc., the corporation whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same on behalf of said corporation.

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




Notary Public for Idaho
Residing at: Rexburg, ID
My Commission Expires: 05/25/2023

**THIRD AMENDMENTS TO THE AMENDED AND RESTATED
PROTECTIVE COVENANTS
OF
ISLAND PARK VILLAGE
Fremont County, Idaho**

Microfilm No. 497788
At 23 Day Sept 2005 M
At 4:50 O'Clock 10
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 6 Deputy
Recorded at Request of
Island Park Village
4153 N Big Springs LPRd
Id 83421

WHEREAS, ISLAND PARK VILLAGE, by and through the Amended and Restated Protective Covenants, which are recorded as Instrument No. 459510 on September 15, 1999 along with amendment one adopted by the membership on September 25, 1999 and recorded as Instrument No. 460559 on November 18, 1999, and amendment two adopted by the membership on June 12, 2004 and recorded as Instrument No. 495557 on June 9, 2005, and filed with the office of the County Recorder, Fremont County, Idaho, did establish dedicate, declare, publish and impose upon the preserving said Protective Covenants;

NOW THEREFORE, pursuant to the provisions of XVIII, AMENDMENT-TERMINATION, of said Protective Covenants, two-thirds (2/3) of the members of the Island Park Village Association, Inc., at a duly called annual meeting of said members held on September 10, 2005, at which time a proposed Amendment to these Protective Covenants was timely mailed to the members along with the Notice of said meeting of members as provided in the Articles and Bylaws, approved the following amendment to said Protective Covenants:

I.

Article 1. USE

A. RESIDENTIAL BLOCKS AND LOTS

"1. Lots 1 through 166 and lots 167, 168 and 169 of Block 6 inclusive as described in the Plat and the Amendments thereto shall be used for single family residences only."

C. MULTIPLE DWELLING BLOCKS

"1. Blocks 1, 2, 2-A, 3, 4, and lots 2,3,4,5 of Block 6 and a portion of 13 shall be used for condominiums, timeshare condominium units, multiple dwellings, hotels, apartments, pensions, duplexes, cooperative housing, recreation, and the providing of buildings parking, recreational and sporting facilities, food and other services necessary and appurtenant for such use and the installation of wells, pump houses or pipelines for water and sewer systems, except that the tracts shall not be used for any other commercial use. Such use shall also include all of the aforementioned uses"

provided for Residential Blocks and lots as provided in paragraph B.1 above."

II.

All other terms and conditions of the Amended and Restated Protective Covenants of Island Park Village remain unchanged by this amendment.

IN WITNESS WHEREOF, the Association has caused these Third Amendments to the Amended and Restated Protective Covenants to be made and adopted according to and under the provisions of Idaho Code.

EXECUTED THIS 22 day of September, 2005.

"The Association"
ISLAND PARK VILLAGE ASSOCIATION, INC.

By: Kenneth W. Heikes
Kenneth W. Heikes, President

STATE OF IDAHO)
 : ss
County of Fremont)

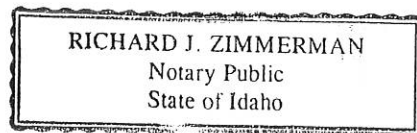
On this 22 day of September, 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared KENNETH W. HEIKES known to me to be the President of Island Park Village Association, Inc. that executed the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: October 24, 2006
Residing at: ISLAND PARK, IDAHO

MY COMMISSION EXPIRES
October 24, 2006
BONDED THIRD PARTY NOTARY PUBLIC UNDERWRITERS



**SECOND AMENDMENT TO THE AMENDED AND RESTATED
PROTECTIVE COVENANTS
OF
ISLAND PARK VILLAGE
Fremont County, Idaho**

Microfilm No. 495557
At 9 Day Sept 2005
At 13:00 O'clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 6.00 Deputy
Recorded At Request of
Ruth Zimmerman
4153 N Big Springs Rd
I.P.V.

WHEREAS, ISLAND PARK VILLAGE, by and through the Amended and Restated Protective Covenants, which are duly filed of record as Instrument No. 459510 on September 15, 1999 along with an amendment adopted by the membership on September 25, 1999 and duly filed of record as Instrument No. 460559 on November 18, 1999, with the office of the County Recorder, Fremont County, Idaho, did establish dedicate, declare, publish and impose upon the preserving said Protective Covenants;

NOW THEREFORE, pursuant to the provisions of XVIII, AMENDMENT-TERMINATION, of said Protective Covenants, two-thirds (2/3) of the members of the Island Park Village Association, Inc., at a duly called special meeting of said members held on June 12, 2004, at which time a proposed Amendment to these Protective Covenants had been timely mailed to the members along with the Notice of said meeting of members as provided in the Articles and Bylaws, approved the following amendment to said Protective Covenants:

I.

Article 1, Section 1.C.1 Multiple Dwelling Blocks of the Amended and Restated Protective Covenants of Island Park Village is amended in its entirety to read as follows:

"C. MULTIPLE DWELLING BLOCKS

1. Blocks 1, 2, 2-A, 3, 4, and 6 and a portion of 13 shall be used for condominiums, timeshare condominium units, multiple dwellings, hotels, apartments, pensions, duplexes, cooperative housing, recreation, and the providing of buildings parking, recreational and sporting facilities, food and other services necessary and appurtenant for such use and the installation of wells, pump houses or pipelines for water and sewer systems, except that the tracts shall not be used for any other commercial use. Such use shall also include all of the aforementioned uses provided for Residential Blocks and lots as provided in paragraph B.1 above."

II.

All other terms and conditions of the Amended and Restated Protective Covenants of Island Park Village remain unchanged by this amendment.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Amended and Restated Protective Covenants to be made and adopted according to and under the provisions of Idaho Code.

EXECUTED THIS 2 day of June , 2005.

"The Association"
ISLAND PARK VILLAGE ASSOCIATION, INC.

By: *Kenneth W. Heikes*
Kenneth W. Heikes, President

STATE OF IDAHO)
 : ss
County of Fremont)

On this 2 day of JUN 2 , 2005, before me, the undersigned, a Notary Public in and for said state, personally appeared KENNETH W. HEIKES known to me to be the President of Island Park Village Association, Inc. that executed the within instrument and acknowledged to me that such corporation executed the same.

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

[Signature]
NOTARY PUBLIC

My Commission Expires: October 24, 2006
Residing at: ISLAND PARK, IDAHO

MY COMMISSION EXPIRES
October 24, 2006
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

RICHARD J. ZIMMERMAN
Notary Public
State of Idaho

**FIRST AMENDMENT TO AMENDED AND RESTATED
PROTECTIVE COVENANTS
OF
ISLAND PARK VILLAGE
Fremont County, Idaho**

WHEREAS, ISLAND PARK VILLAGE, by and through the Amended and Restated Protective Covenants, which had been duly filed of record as Instrument No. 459510, on September 13, 1999 with the office of the County Recorder, Fremont County, Idaho, did establish, dedicate, declare, publish and impose upon the preserving said Protective Covenants;

NOW, THEREFORE, pursuant to the tens of Article XVIII, Amendment-Termination, of said Protective Covenants, two-thirds (2/3) of the members of the Island Park Village Association, Inc., at a duly called meeting of said members held on September 25, 1999, at which time proposed Amendment to these Protective Covenants had been timely mailed to the members along with the Notice of said meeting of members as provided in the Articles and Bylaws, approved the following amendment to said Protective Covenants:

I.

Article 1, Section A, paragraph 6 of the Amended and Restated Protective Covenants of Island Park Village is amended in its entirety to read as follows:

No residential lot shall be subdivided in any manner, except that the same owners of record may acquire, own, develop, re-sell and for all other purposes treat as one lot, an individual lot together with one-half of a contiguous lot. The remaining half lot cannot be developed as a half lot and must thereafter be combined with the contiguous whole lot on the opposing side with the result that the two larger lots may be created from three smaller ones. Two or more

18 Jul 19 99
11:05 O'clock AM
MICKIE FUNKE
FREMONT CO. RECORDER
Recorded At Request of
80412 JSP 83424

contiguous whole lots, if owned by the same record owner, may be combined to constitute one lot. Any combination of more than one contiguous lot, if owned by the same record owner, may be combined as one lot for the purpose of applying these Covenants by the record owner making such election in writing and duly recording the same with the Clerk and Recorder's office, Fremont County, Idaho and thereafter such combined lots shall be treated as one for the purpose of applying these Covenants, and the Association Articles and Bylaws, and any such combination of lots shall have a side lot line set back requirement of 15 feet from the side lines of the combined lot area. An election by a lot owner to combine his/her lot with a partial platted lot or with one or more whole platted lots shall not affect the right and manner of assessment by the board of directors which shall be in accord with the original plat as filed and as amended from time to time.

II.

All other terms and conditions of the Amended and Restated Protective Covenants of Island Park Village remains unchanged by this amendment.

IN WITNESS WHEREOF, the Association has caused this First Amendment to Amended and Restated Protective Covenants to be made and adopted according to and under the provisions of Idaho Code.

EXECUTED this 6 day of November, 1999.

"The Association"
ISLAND PARK VILLAGE ASSOCIATION, INC.

By: Ronald M. Jenkins
Its: PRESIDENT

460559

STATE OF IDAHO)
)
) :ss.
)
County of Fremont)

On this 6 day of November, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Fernelius known to me to be the President of the Island Park Village Association, Inc. That executed the within instrument and acknowledged to me that such corporation executed the same.

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



NOTARY PUBLIC



My Commission Expires: 10-24-2000
Residing at: ISLAND PARK, ID

AFFIDAVIT AND VERIFICATION OF AMENDED AND
 RESTATED PROTECTIVE COVENANTS OF ISLAND PARK VILLAGE

STATE OF IDAHO)
) ss AFFIDAVIT OF OWNER'S
 County of Ada) ASSOCIATION SECRETARY

Frank W. Krone, being first duly sworn, deposes and says that he is the duly elected and current secretary of the Island Park Village Association, Inc., an Idaho non-profit corporation, formed as the owner's association charged with the management of Island Park Village, a resort property platted as Instrument No. 336242, records of Fremont County, Idaho, recorded on May 13, 1974, as amended by Instrument No. 358175 recorded on February 12, 1979 and as amended by Instrument No. 439135 recorded December 11, 1995.

Affiant further states that at the annual meeting of the membership of the Island Park Village Association, Inc., held on September 19, 1998 in Island Park, Idaho, one of the issues for which the notice of the meeting provided was the consideration of the Protective Covenants of Island Park Village, Fremont County, Idaho recorded as Instrument No. 336242 and as amended by Instrument No. 339988 recorded on July 7, 1975. A quorum of the members of the corporation were present at the meeting held on September 19, 1998 and by resolution duly passed, the membership adopted the foregoing Amended and Restated Protective Covenants of Island Park Village, Fremont County, Idaho.

Pursuant to the resolution that the Protective Covenants should be modified, the association obtained the written consent of more than seventy-five per cent of the owners of the lots, condominium units, recreational tracts and commercial leases included within the boundaries of the premises which written consents are filed and maintained in the office of the association situate at Island Park Village in Island Park, Idaho.

Your affiant further states that on examination of the written consents obtained, the owners of record whose names are subscribed to each consent were the owners of record of the lot, condominium unit, recreational tract or commercial lease for which he,

Microfilm No. 459510
15 Day Sept 19 99
 At 12:00 O'clock P M
 MICKIE FUNKE
 FREMONT CO. RECORDER
 Fee \$ 45- Deputy 12

HC66
12

459510

she or they, provided written consent and approval of the foregoing Amended and Restated Protective Covenants of Island Park Village, Fremont County, Idaho.

In witness whereof, I have hereunto set my hand ~~and affixed the official corporate~~ *JMK*

JC
seal this 13 day of ~~August~~ ^{*JMK*} ~~August~~, 1999.
SEPTEMBER

Frank W. Krone
FRANK W. KRONE
Association Secretary

SUBSCRIBED AND SWORN to, before me, a Notary Public for the State of Idaho this 13 ^{*th*} day of September, 1999.



Marsha G. Hale
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires 8/24/04

AMENDED AND RESTATED
PROTECTIVE COVENANTS

OF

ISLAND PARK VILLAGE
Fremont County, Idaho

WHEREAS, ISLAND PARK VILLAGE had been platted into Lots, Blocks, Streets, Sites and Tracts according to the plat thereof known as Island Park Village, and which plat has been duly filed of record as Instrument 336242, on May 13, 1974, (including any and all subsequent amendments) with the office of the County Recorder, Fremont County, Idaho, and the same is hereinafter referred to as the "plat"; and

WHEREAS, ISLAND PARK VILLAGE, by and through the Protective Covenants, which had been duly filed of record as Instrument No. 339988, on July 7, 1975, (and amended April 3, 1979 as instrument No. 358855), with the office of the County Recorder, Fremont County, Idaho, did establish, dedicate, declare, publish and impose upon the premises said Protective Covenants;

NOW, THEREFORE, pursuant to the terms of Article XVIII of said Protective Covenants, the undersigned owners of ISLAND PARK VILLAGE do hereby establish, dedicate, declare, publish and impose upon the premises the following Amended and Restated Protective Covenants which shall run with the land and shall be binding upon and be for the benefit and value of all persons owning real property in the premises and all persons claiming under them, successors and assigns, and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the premises. These Amended and Restated Protective Covenants shall apply to the entire premises and to all improvements placed or erected thereon unless otherwise specifically excepted and shall be in existence and full force and effect until midnight, January 1, 2074, A.D., unless terminated by law or amended as herein provided.

I. USE

A. RESIDENTIAL BLOCKS AND LOTS

1. Lots 1 through 166 inclusive as described in the Plat and the Amendments thereto shall be used for single family residences only.
2. No building or improvement shall be placed, constructed or altered on any lot except to provide for a single family dwelling with not more than one kitchen. Any plans for a dwelling on any lot shall provide for parking for at least two vehicles within the boundaries of such lot. In addition to the residence, improvements on a single lot may include one attached or

detached structure that may be used as a garage and/or for storage. If the improvements on the lot include an attached structure for storage or as a garage, one detached structure may also be provided to be used as a garage or for storage.

3. Each residence on each lot shall be constructed so as to include not less than 1200 square feet of living space exclusive of open porches, patios, carports, garages or basements.
4. No improvements or structures shall be constructed, placed or remodeled on any lot so as to be less than seven (7) feet from a side lot line, twenty (20) feet from the front lot line and twenty (20) feet from the back lot line.
5. No improvements or structures shall be constructed, placed or remodeled on any lot which shall exceed thirty (30) feet in height from the highest point to the average level of finished grade.
6. No residential lot shall be subdivided in any manner, except that the same owners of record may acquire, own, develop, re-sell and for all other purposes treat as one lot, an individual lot together with one-half of a contiguous lot. The remaining half lot cannot be developed as a half lot and must thereafter be combined with the contiguous whole lot on the opposing side with the result that two larger lots may be created from three smaller ones. Two or more contiguous whole lots, if owned by the same record owner, may be combined to constitute one lot. Any combination of more than one contiguous lots, if owned by the same record owner, may be combined as one lot for the purpose of applying these Covenants by the record owner making such election in writing and duly recorded the same with the Clerk and Recorder's office, Fremont County, Idaho, and thereafter such combined lots shall be treated as one for the purpose of applying these Covenants, and the Association Articles and By-Laws, and any such combination of lots shall have a side lot line set back requirement of 15 feet from the side lines of the combined lot area.

B. RECREATION TRACT

1. Block 5 and the golf course tracts shall be used for recreational and communal purposes only and such tracts shall not be used for residential purposes, and shall not be further subdivided. They are to be a recreational facility for use by all of the owners of lots, condominiums and timeshare units. Each such owner shall have an easement for ingress and egress as well as for recreational use of such tracts. The Village Association shall have the power to promulgate and enforce rules and regulations for such use of these tracts by the said owners, their guests and third parties so long as the same do not interfere with, or are

inconsistent with the uses herein provided for and the use and development of the premises as a whole.

2. Use of the tracts as a recreational area and for recreational and communal uses shall include the placing, construction, and remodeling of structures and improvements related or pertaining to such use including, without being limited to: a golf course, a club house, pro-shop, playgrounds, walkways, paths, parks, tennis courts, swimming pools, health club, water wells, pipelines, pumping stations, tanks and fields for a water and sewage service system, maintenance and storage buildings, shelter and comfort stations, together with such easement as may hereafter be designated, but in no event shall such construction or such easements be inconsistent with these Covenants or detract from the use and development of the remainder of the premises. The Village Association shall have the power to set fees for the use of the golf course, tennis courts or other recreational facilities. Such fees may or may not, in the Association's discretion, give more favorable rates to property owners or guests in the subdivision than those charges to third parties.

C. MULTIPLE DWELLING BLOCKS

1. Blocks 1, 2, 3, 4 and 6 and a portion of 13 shall be used for condominiums, timeshare condominium units, multiple dwellings, hotels, apartments, pensions, duplexes, cooperative housing, recreation, and the providing of buildings parking, recreational and sporting facilities, food and other services necessary and appurtenant for such use and the installation of wells, pump houses or pipelines for water and sewer service systems, except that the tracts shall not be used for any other commercial use. Such use shall also include all of the aforementioned uses provided for Residential Blocks and Lots as provided in paragraph B. 1 above.
2. Two or more contiguous multiple dwelling Blocks may be combined as one lot for the purpose of applying these covenants by the record owner making such election in writing and recording the same with the Recorder's office, Fremont County, Idaho, and thereafter such combined Blocks shall be treated as one for the purpose of applying these covenants.
3. Plans for any improvements on any multiple dwelling Block shall provide for off-street parking which shall include at least one parking space for every dwelling unit.

D. COMMERCIAL AREAS

1. A portion of Block 13 shall be used for commercial purposes including all light commercial functions and services normally associated with a rural

shopping facility such as motels, hotels, restaurants, bars, retail shops, sporting goods shops, banking, professional offices, laundry, hardware, grocery store, drug store, gasoline or service stations, gift shops, and other similar or related uses. Such use shall also include all the aforementioned uses provided for Residential Blocks and Lots and Multiple Dwelling Blocks, as provided in paragraphs B.1 and C.1 above.

2. Such uses shall also include all necessary buildings or other improvements, parking, storage, service facilities and other required or appurtenant uses, improvements or construction.
3. The owners and lessees of the commercial tracts in a portion of Block 13 shall not have the right to uses of the recreational tracts described in I.B above. Also, the owners and lessees of the commercial tracts shall not be members of the Village Association described in Article IV below. The owners and lessees of the commercial tracts shall not be subject to assessments for said Village Association. However, the owners and lessees shall be subject to the restrictions and covenants contained in these protective covenants as they may relate to the building and architectural standards of Island Park Village. One owner or lessee of the commercial tracts shall be a member of the Architectural Committee as described elsewhere herein.

II. ROADS

All roads within the premises are declared to be private roads, and are not public roads. The Village Association is empowered to promulgate and enforce such reasonable rules and regulations as it deems necessary to govern use of the roads and prevent such roads from becoming public roads and to prevent use of the roads except by owners, tenants, and guests. The Village Association may, subject to such rules and regulations, permit use of the roads, during the wintertime for snowmobiling. Roads and easements shall not be blocked nor obstructed by any individuals and may be used only for their intended purposes in accordance with these covenants. The Owners Association shall have the right to establish and enforce speed limits and other rules pertaining to the use of the roads.

III. EASEMENTS

- A. Easements for roads, drainage, electricity, gas, telephone, lighting, water, sewer, and all other utilities, bridle paths, pedestrian traffic, or any other service or utility shall be and are hereby reserved as shown on the plat as well as easements for all of the above across all numbered and lettered Lots, Blocks, Areas and Tracts in the subdivision; along side and rear lot line set backs which easements shall be for the exclusive use and benefit of the residents, property owners, tenants, or lessees of the premises and their guests. Such easements shall not interfere with and shall be subject and servient to any and all buildings or improvements subsequently erected in such areas, the easements herein

- provided for to bypass such construction or use, the costs of any required changes to be paid by the property owner(s).
- B. Telephone and electric or power lines shall be buried from the service line to the residence or building to which such service is being provided.
 - C. All road easements as shown on the plat shall include a corresponding easement for drainage, gas, electricity, telephone, lighting, water, sewer, and all other utilities, bridle paths and pedestrian traffic.
 - D. Easement areas may be landscaped by property owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.
 - E. No utility service line or facility shall be installed or replaced without the prior approval of the Architectural Committee. All easement areas must be restored and maintained at the expense of the utility or service entity doing such work to as near the condition that existed previous to such work as possible. In the discretion of the Owners Association a bond may be required of the utility or service entity to insure compliance with this provision.

IV. VILLAGE ASSOCIATION

A Village Association to be known as Island Park Village Association shall be formed by the owner and/or owners of the premises for the purposes of promoting, developing, and operating, Island Park Village, including the said recreational facilities. All owners of property, except for the exclusions placed on commercial owners and lessees as described in Section I.D. 3, shall be required to be members of such Association and shall be bound by the provisions of the Articles and By-Laws of such Association, copies of which are made a part hereof by reference. The "Village Association" or "Association" shall be governed by a Board of Directors "Board", of three persons which may be increased by the preceding Articles and the By-Laws. The members of the Board shall be elected as per the Articles and By-Laws. The Directors of the Village Association need to satisfy the requirements of the Articles and By-Laws. The Board shall also serve as the Architectural committee as hereinafter provided or may appoint such committee which if appointed shall consist of no less than three (3) and no more than five (5) members who shall then serve at the pleasure of the Board. The Association shall have the authority to make such charges and assessments to the members as are reasonably necessary to carry out its functions and duties. The Association shall have the power to levy assessments, which assessments shall be in two classes:

1. Capital Assessments,
2. Operating Assessments.

Such assessments may be levied by the Board of Directors of the Association against all parcels of real property owned in the project. Assessments shall be billed on an annual basis and notice of the same shall be mailed to each such owner on or before

the first of October of each year. All assessments become due no later than November first of each year. The Association has the authority to impose reasonable charges for interest and penalties for overdue payments. Assessments shall be made equally against each of the owners in the premises, assessments may vary between lots with residences and those with no improvements constructed thereon as well as between completed, or uncompleted or planned condominiums or assessments may be waived as to unimproved lots, tracts or blocks. Assessments must be based upon an annual budget prepared and submitted to the membership in advance of the annual meeting and which must have the approval of a majority of the members. No increase may be made in the assessments without the prior approval of a majority of the members. Unpaid assessments upon notice thereof being duly filed of record, shall be a lien against the parcel of real property which such unpaid assessment was made. Such lien may be foreclosed upon in like manner as a mortgage or trust deed on real or personal property, which foreclosure proceeding may include the addition of court costs, expenses and reasonable attorney's fees. The annual meeting of the Village Association shall be held during the month of September of each year at a time and place to be selected by the Board. No personal liability shall be incurred by any Board or committee member and they shall not suffer loss as a result of any claim or award of damages as Board or Committee members from members of the Association or third parties, when such Board or Committee members are acting pursuant to and under the authority of these covenants and/or the Articles and By-Laws of the Village Association. The Board and/or Committee as a body may carry liability insurance in whatever amount it deems necessary to protect itself from claims by others.

V. ARCHITECTURAL COMMITTEE

- A. There is hereby created an Architectural Committee which is herein referred to as the "Committee" or the "Architectural Committee"; the members of which shall be the same as the Board of Directors of the Village Association unless otherwise appointed as set forth above.
- B. The Committee may make such reasonable rules and adopt such procedures as it deems necessary to carry out its functions which rules, and procedures may not be inconsistent with the provisions of these covenants.
- C. No residence, condominium, commercial building, fences, or structures construction, may be constructed, erected, repaired, restored, reconstructed, altered, remodeled, added to or maintained on the premises until building and site plans and specifications, and such other information as the Committee may reasonably require, including, without being limited to, colors, building materials, and models, have been submitted to, and are approved by, a majority of the Committee in writing; nor may the same be commenced until the Committee shall have issued a permit allowing for such improvements which shall be deemed to have been approved if the Committee does not respond within thirty (30) days of the filing of such plans.

- D. The Committee shall require that all construction complies with the provisions of the following standard codes or their amendments:
- "Uniform Building Code"
International Conference of Building Officials
 - "National Plumbing Code"
 - "National Electric Code"
 - National Fire Protective Association
- E. Unless otherwise specified, in these covenants, the Committee shall designate location, height and appearance requirements for any structures as in its discretion best suit the requirements of the subdivision.
- F. The Committee shall have the authority to reject materials, designs or colors submitted with plans or the plans themselves if they are not compatible, or are inappropriate, with the construction and development of the rest of the premises.
- G. The Committee shall have the authority to grant variances to these Covenants where in its discretion, it believes the same to be fair, just or necessary or to carry out the intent and purpose of the plan of development and where the same will not be injurious or inconsistent with the rest of the subdivision.
- H. All improvements, construction, re-construction, alterations, remodeling or any activity requiring the approval of the Committee must be completed in substantial compliance with the plans and specifications initially approved by the Committee and under the authority of the building permits issued by the Committee.
- I. The Committee shall have the power, authority, standing and right to enforce these covenants in any Court of Law or equity when it reasonably believes the same have been violated and as more particularly set forth in Paragraph XVII and shall have the authority to revoke or suspend building permits and/or order, suspension or cessation of any construction or work in violation of these covenants or of any permit issued by the Committee.
- J. The Committee may require reasonable fees to be paid with the filing of plans and specifications and the issuance of building permits.
- K. The Committee shall be governed by the following guidelines in its consideration of plans and specifications submitted for its approval:
1. It must recognize that all the property be developed, and all improvements in the premises must harmoniously combine, and not be inconsistent with the development of the entire premises so as to maintain a uniformity of value and quality.
 2. In considering any plans or specifications, the Committee shall examine the suitability of the same to the site, including the materials of which it is

to be constructed as well as the relationship of the same to the adjacent properties and the entire area. Such filing must also include a plat plan which shall show: lot dimensions, building location, trees (including those to be removed) and grade or topographical lines to two (2) foot elevations; additionally, the committee can require the staking of the homesite corners on the lot.

3. No plans or specifications shall be approved which will be so similar or dissimilar to other improvements or structures that monetary or aesthetic values will be impaired.
 4. All plans and specifications shall be in full compliance with all of the terms and provisions of these covenants, except for any waivers which may have been granted by the Committee for such plans and specifications.
 5. Construction of all improvements, e.g., residences, fences, carports, etc., shall conform to the setting and blend with the surrounding area.
- L. The Committee or the individual members thereof may not be held liable by any person for any damages which may result from Committee action taken pursuant to these Covenants, including but not by way of limitation, damages which may result from correction, amendment, change or rejection of plans, the issuance of building permits or any delays associated with such action on the part of the Committee.

VI. WATER AND SEWAGE

All improvements or structures designed for occupancy or use by humans shall have water and sewer facilities connected to a central system, approved by the County or State Health Department. Private wells, septic tanks, leaching fields or other private sewage treatment facilities may not be used or installed in the subdivision except that private septic tanks and fields may be installed on a temporary basis until a central system is available serving Island Park Village at which time all residents and structures on the premises must hook on and pay the required fees for sewer and water service.

VII. TRASH AND GARBAGE

No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the premises and no burning of the same shall be permitted. No incinerator or other device for burning of trash or garbage shall be installed or used except as may be approved by the Committee. Each owner or lessee shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view. Nothing contained herein shall be construed to prohibit or deny the installation and use of wood or gas burning fireplaces.

VIII. SIGNS

All signs, billboards, posters, displays, advertisements or any structures relating thereto are prohibited unless they shall have received the approval of the Committee prior to installation, posting or use; which restriction shall also include signs for identification of streets, residences, and directional or location markers or signs.

IX. ANIMALS

Animals such as horses, dogs, cats or birds shall be allowed in the subdivision so long as they do not constitute a nuisance to others. The commercial breeding, care, raising or keeping of any animal is forbidden. Horses cannot be boarded overnight on property within the subdivision. If a particular dog or cat shall, in the discretion of the Association Board become a nuisance, the Association Board shall have the authority to require that the same be kept tethered or confined within the property limits of the owner or lessee and the Association Board may further require that when the said animal or animals are taken from the said property they must be kept on a leash and must be under the owner's control at all times.

If any owner or lessee or guest shall have a dog which shall become a nuisance or chases or injures livestock or wild game, or threatens or attacks humans, the Board shall notify the dog's owner to restrain the animal or remove it from the premises. Following the first notice should there be a second or repeated violation, the Board shall have the authority to remove and/or destroy the animal, with no compensation to the owner or liability to the Association, its members or Board or those acting in their behalf.

X. ENVIRONMENT

Every attempt shall be made to preserve and protect the environment indigenous to the area. Disturbance, destruction or damage to all plant life, animal life and their natural habitats, streams, ponds, springs, underground aquifers, soils and rocks is strictly forbidden except where absolutely necessary for the placement or construction of improvements on the land or for the proper and orderly development of the premises. No existing tree may be cut, removed or voluntarily destroyed by any party, including property owners, without obtaining the prior written approval of the Committee. Such removal must be for aesthetic purposes, to promote safety, to facilitate construction or as a part of a landscape plan. All areas not utilized as sites of improvements where disturbed by construction or any human activities shall be returned as quickly as possible to their natural condition and replanted with native plant life or grass except where otherwise utilized for exterior living areas. Where sites have been disturbed for construction, such sites must be replanted in native plant life.

XI. MINING

No mining, quarrying, excavation, oil drilling or development of any kind shall be allowed in or on the premises except for such excavation as may be necessary in connection with the construction or placing of improvements thereon in accordance with the terms and restrictions of these covenants.

XII. TEMPORARY STRUCTURES - STORAGE

No temporary structures, trailers, campers, tents, shacks or similar structures shall be used at anytime on the premises for temporary or interim habitation purposes except for construction and then only with the prior approval of the Architectural Committee and for a period not to exceed seven (7) months. A single trailer, boat, mobile home, or camper; or snow-mobiles, motorcycles or other similar articles may be kept or stored on the premises so long as they are not used for habitation other than for construction as set forth above, and when kept or stored must be within a screened or covered enclosure.

XIII. NUISANCE

- A. No noxious or offensive use of activity shall be carried on within the subdivision nor anything done or permitted on or in the premises, which shall constitute a public nuisance. Exterior visible television or radio antennas or TV dishes are permitted on the premises only upon first obtaining the approval of the Architectural committee as to size and location.
- B. Snowmobiles, motorcycles and motorbikes may be used on the premises for recreational purposes only under such rules and regulations as the Board may promulgate relating to safety and noise, to insure that others in the area are not disturbed by their use. The Board at any time may prohibit the use and operation on the premises for other than emergency uses as to all such vehicles or as to specific individuals who operate the same in such manner that they constitute a nuisance to others.

XIV. CONSTRUCTION

All construction on or in the premises shall be diligently pursued to completion and, except for construction on commercial and multiple dwelling blocks or Tracts shall in any event be completed as to exterior walls and roof within six months and with completion of the entire building within 12 months of the date of commencement on any site unless specific written extension is granted by the Committee. No construction material shall at any time be placed or stored so as to impede, obstruct or interfere with pedestrian or vehicular traffic and no construction materials shall be placed or stored on residential sites for a period not to exceed 30 days following substantial completion of construction as shall be determined by the Committee.

XV. REPAIRS AND MAINTENANCE

459510

No building shall be permitted to fall into disrepair, and each building shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Grounds shall be properly maintained, and shall not be permitted to be overrun with weeds, or to accumulate debris or to otherwise become unsightly or offensive or become a fire hazard.

XVI. FENCES

No fences shall be constructed without approval by the Architectural Committee as to location and appearance prior to construction. The perimeter of the entire area or premises may be fenced by the Owners Association and the Board shall make whatever assessments as are required to cover the costs of construction.

XVII. ENFORCEMENT

- A. In the event of any violation or threatened violation of these Covenants, the Architectural Committee will recommend the Board enforce these Covenants by legal proceedings in a Court of Law or equity on its own initiative or upon complaint from an owner, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, the Committee may enter upon the property in question and remove, remedy or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these Covenants, or to show cause why he is not in violation of the same, as set forth in sub-paragraphs XVII B. and C. below.
- B. Notice as required in paragraph XVII A. above, shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these Covenants and shall state the action which will be taken under paragraph XVII A. above if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, Return Receipt Requested, to the last known address and/or addressed in a newspaper of general circulation in Fremont County, Idaho, once a week for three weeks.
- C. 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 set forth in such notice and to show cause why he is not in violation of these Covenants. Such hearing shall be set at least 20 days subsequent to the date of service of notice, or last day of publication, to the property owner charged with such violation. Such hearing shall be presided over by an independent hearing officer

who shall not be a property owner in the premises and who shall be an attorney at law duly licensed to practice in the State of Idaho. Following such hearing the hearing officer shall rule on whether a violation of these Covenants has occurred and, if not, the hearing officer shall give the property owner charged with the violation, a reasonable period of time within which to remedy such violation, not to exceed 90 days. If not so remedied within the specified time, then the self-help abatement or litigation provisions set forth herein may be invoked and pursued.

- D. Such self-help or abatement provisions as set forth above shall be in addition to any and all other rights or proceedings available at law or in equity and election of the remedies herein provided shall not operate to exclude other rights, remedies or proceedings.
- E. Actual costs, expenses and reasonable attorney's fees incurred in connection with correcting, remedying, abating, preventing or removing any violation or threatened violation of these Covenants established either through litigation, entry or self-help following a hearing as provided in subparagraph XVII-C above, shall constitute a claim by the owner or the Committee initiating such action against the owner of the property which is the subject of such violation or threatened violation. Such claim shall be enforceable through appropriate Court action. The owner or the Committee making such claim may file a lien against the subject property in the amount of and for the collection of the claim by filing a verified statement of the lien with the office of the Clerk and Recorder, Fremont County, Idaho. Such lien statement must set forth the names of the Claimant, a description of the property, the amount of the claim, the date of the claim and a brief statement of the manner in which the costs and expenses constituting the claim were incurred. Once filed, the lien shall remain of record as a claim against the property until paid in full or foreclosed in the manner otherwise provided by law for liens and encumbrances on real property subject to the rights of redemption.

XVIII. AMENDMENT - TERMINATION

These Covenants, or any portion thereof, may be amended, abandoned, terminated, modified or supplemented at any time by the written document duly recorded with the office of the County Recorder, Fremont County, Idaho, and which have been approved by two-thirds (2/3) of the members of the Village Association who voted at a duly called meeting of said members, at which the proposed Amendments to these Protective Covenants had been timely mailed to the members along with the Notice of said meeting of members as provided in the Articles and By-Laws.

XIX. SEVERABILITY

A determination of invalidity of any one or more of the Covenants or conditions hereof by judgment, order or decree of a Court shall not affect in any manner the other provisions or terms hereof, which shall remain in full force and effect.