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**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

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**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

The property hereinafter described has been and is subject to Restrictions, Covenants and Conditions signed July 30, 1973, as Instrument No. 79983 and recorded August 14, 1973, Official Records of Valley County, Idaho, and to amendments to those Restrictions, Covenants and Conditions: First Amended signed July 12, 1998, as Instrument No. 234230 and recorded August 3, 1998; and Second Amended signed November 16, 2002, as Instrument No. 287079 and recorded September 2, 2004; and Amended and Restated signed January 19, 2007, as Instrument No. 318017 and recorded January 31, 2007; all in the Official Records of the Recorder of Valley County, Idaho.

A majority of the votes of Members entitled to vote, measured at the time the vote was taken, having been cast, in person or by written ballot, in favor of the following amendments to the Restrictions, Covenants and Conditions, it is hereby declared that the Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 be amended and restated as follows:

**ARTICLE I  
PROPERTY**

1.1 The Property. All of that property within the subdivision named Payette River Subdivision No.1 located in Valley County, Idaho and further described as Section 30, Township 18 North, Range 3 East, Boise Meridian, the plat of which is filed in the office of the recorder of Valley County, Idaho, Book 4 of plats, page 47, Instrument Number 79827, which record is by reference incorporated herein.

1.2 Binding Effect. The real property described in Article I hereof ("the Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE II  
DEFINITIONS**

2.1 "Annual Assessment" shall mean the portion of all costs of the Association which is to be levied against the Lot and/or Owner of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

2.2 "Architectural Control Committee" or "ACC" shall mean and refer to a designated committee of the Association, consisting of three (3) to five (5) members of the Association in good standing, one of which must be a member of the Board. ACC committee members shall serve by appointment of the Board and shall serve pursuant to the guidance and direction of this Declaration by the Board. Interpretation of this Declaration and any guidelines promulgated as authorized in this Declaration rests with the Board in its absolute discretion.

2.3 "Association" shall mean and refer to Payette River Property Owners Association, Inc., a non-profit Corporation organized under the laws of the State of Idaho, or any successor or assign of said Association.

- 2.4 "Association Property" shall mean such property as may be owned and operated by the Association for the benefit of the Owners.
- 2.5 "Board" shall mean and refer to the Board of Directors of the Payette River Property Owners Association, Inc., a non-profit Corporation.
- 2.6 "Building Floor" shall mean, the covered or interior load bearing building surface upon which appliances, furniture, storage and building occupants are normally found.
- 2.7 "Commercial Motor Vehicle" shall mean a vehicle with a gross weight rating of 10,001 pounds or more.
- 2.8 "Declarant" shall mean and refer to Payette River Property Owners Association, Inc., an Idaho non-profit Corporation, its successors and assigns.
- 2.9 "Declaration" shall mean the recorded Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 hereinabove referenced, as the same may be amended from time to time.
- 2.10 "Improvements" shall mean structures and construction of any kind on a Lot, above or below the ground such as, but not limited to, buildings, walls, fences, patios, hot tubs, decks, dog runs, and external lighting and exterior painting and/or staining.
- 2.11 "Limited Assessment" shall mean a charge against a particular Owner and such Owners Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for the failure of an Owner to keep the Owner's Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.
- 2.12 "Lot" shall mean and refer to all Lots within and shown upon the original official recorded plat of Payette River Subdivision No. 1 and except for streets and sidewalks dedicated to the public, as shown upon the recorded plat from July 1973 which provided for one hundred (100) lots. In the event that two or more lots have been consolidated by Record of Survey or other approved Valley County zoning application, the consolidated lots shall be treated as one lot. Mere consolidation for tax purposes without formal Valley County zoning approval shall not be treated as consolidation under this Declaration and the lots shall continue to be counted as lots for all purposed herein.
- 2.13 "Main Residence Structure" shall mean a residential building intended for single family occupancy together with Out Building(s).
- 2.14 "Member" shall mean every current beneficial owner (as distinguished from a security owner) of a Lot(s) shall be a member of Payette River Property Owners Association, Inc., a non-profit Corporation. A member, whether an individual, a collection of individuals, a partnership, a corporation, or other associational entity shall have one vote. A Member owning multiple Lots shall have only one vote.
- 2.15 "Member in Good Standing" shall mean a member who is current in dues, assessments and fines, and is otherwise eligible to vote. Any member who brings his dues, assessments and fines current shall be entitled to vote.

- 2.16 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- 2.17 "Noxious Weeds" shall mean those weeds classified as undesirable, exotic, injurious, or poisonous pursuant to local, state or federal law.
- 2.18 "Out Building" means an enclosed, covered building such as a garage or storage facility not directly attached to the main residence structure.
- 2.19 "Property", when capitalized, shall mean the same as "Subdivision".
- 2.20 "Public View" shall mean that line of sight from the right of way for public roads that bound an Owners Lot(s) property line(s) whether one lot or several adjacent lots. Line of sight from a neighbor's lot will not be considered as Public View.
- 2.21 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Member to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration
- 2.22 "Subdivision" shall mean and refer to the real property constituting the Payette River Subdivision No. 1, according to the official original recorded plat thereof, and every part and parcel thereof, and such additions thereto as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions.
- 2.23 "Setback" shall mean and refer to the minimum distance between the lawful location of a residence or structure on a Lot from a given street or road or from a Lot line as provided by a plat or otherwise provided for by law or by this Declaration.
- 2.24 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

### ARTICLE III LAND USE RESTRICTIONS

#### 3.1 Land Use

- 3.1.1 No Lot shall be used for any purpose other than that of a single family residence as defined in Idaho Code.
- 3.1.2 No building shall be erected, placed, or permitted to remain on any Lot other than for residential purposes, or for a private garage or other Out Building incidental to residential use of the site. Accessory dwelling units commonly called "mother in law" units or "staff quarters" shall not be constructed upon a lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee. No shop or outbuilding may be remodeled, whether in whole or in part, to function as an accessory dwelling unit without first receiving Board approval followed by submittal to the Architectural Control Committee. No garage or outbuilding may be erected except to accompany or compliment an existing single family residence or a single family residence under construction with occupancy to occur simultaneous with occupancy of the garage or outbuilding.

3.1.3 No used structure shall be placed or relocated on any Lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee.

3.1.4 No trailer or recreational vehicle, tent, shack, garage, barn or other Out Building shall be used for private habitation except that, during periods of construction, a trailer house or recreational vehicle may be parked and occupied as needed on a Lot for a period not to exceed eighteen (18) months, except that a temporary habitation may be erected or parked on a lot for not to exceed four (4) weeks continuous and ten (10) weeks cumulative total in any calendar year, regardless as incidental to occupation of the residence in order to accommodate family or other visiting guests of the Owner.

### 3.2 Animals

3.2.1 Except as provided in 3.2.1.1, no animals, including but not limited to, birds, insects, livestock, or poultry shall be kept or maintained on any portion of Payette River Subdivision No.1 except the keeping of domestic dogs, cats or other household pets which do not constitute a nuisance to other residents.

3.2.1.1 Small Farm Animals: Animals such as chickens, ducks, or rabbits may be boarded permanently or temporarily on any lot as follows:

1. Roosters are prohibited; only hens, and chicks of either sex up to four (4) months old, may be kept.
2. The total number of small farm animals must be no more than six (6) per residence on a Lot or Lots (if more than one Lot owned by one Owner).

3. All small farm animals must be enclosed in a structure that provides for safety, protected from the weather, and providing a minimum of two (2) square feet per animal. Enclosures must be roofed or otherwise enclosed on top as well as all sides and must be kept clean to prevent offensive odors. All feed must be kept in animal proof containers or indoors. Enclosures should be located on the side or behind the dwelling units, but not in front of the dwelling units.

4. Small farm animal enclosures must be set back a minimum of ten feet (10') from the property lines.

5. Outside slaughtering of small farm animals is prohibited.

3.2.2 All allowed pets are to be kept or maintained in compliance with the laws and ordinances of Valley County, Idaho. In this regard, noisome behavior including but not limited to: consistent and/or chronic barking and chasing of vehicles and/or pedestrians shall be considered a nuisance.

3.2.3 All allowed pets must be kept within the boundaries of the Lot or Lots occupied by the pet's Owner or on a leash. This provision applies to but is not limited to residents, guests, renters, and construction workers. All pet Owners are responsible for the cleanup of their animal's waste.

### 3.3 Sanitation

3.3.1 No part of Payette River Subdivision No.1, above or below ground, shall be used or maintained as a dumping or storage ground for garbage, trash, refuse, or other waste. Such material shall be removed on a regular basis but not less frequently than weekly.

3.3.2 Each property Owner will provide suitable receptacles for the temporary collection and storage of refuse on that property Owner's lot. Bear proof containers are recommended.

3.3.3 Construction debris shall be removed from an Owner's lot on a regular basis but not less frequently than weekly, and all building materials shall be removed from the lot, or moved to an enclosed space, promptly upon substantial completion of construction.

3.4 Noxious Weeds. Lot Owners will be responsible for the control and eradication of Noxious Weeds, as defined by applicable local, state or federal law, on their respective lots.

3.5 Storage Tanks and Heating/Cooling Apparatus. Any tank used in connection with any building for the storage of fuel, water, lubricants, or other liquids or gasses, and any permanent air conditioning and/or heating and cooling apparatus must be located underground or concealed from public view, as defined in this Declaration, by an appropriate screen or enclosure as approved by the ACC.

3.6 Trees

3.6.1 Trees are encouraged to be removed only as necessary for approved construction, protection of persons and/or property including wildland fire mitigation or "firewise" recommendations, and the prevention and/or spread of disease.

3.6.2 No commercial logging will take place in Payette River Subdivision No. 1.

3.7 Motorized Vehicles; Parking

3.7.1 No motorized vehicle shall be parked on the street on a daily or continuous basis. Each Lot Owner shall be required to provide adequate off-street parking, not only for the Owner but also for anticipated guests, and in that regard, to provide for adequate snow removal in winter to accomplish this end.

3.7.2 No motor vehicle of any type, or part thereof, and in a non-operative condition, shall be permitted to remain on any lot or street in Public View as defined in this Declaration for more than thirty (30) days in any calendar year. After a ten (10) day written notice is served on the violator, any such vehicle, or part thereof, which does not display current or valid license plates and safety inspection stickers as required by law, shall be deemed to be a non-operating vehicle and may be removed at the request of any Owner and at the expense of the owner of said vehicle.

3.7.3 All motorized vehicles such as snow machines, motorcycles, and other similar All Terrain Vehicles (ATV's) may be operated within the subdivision in accordance with State and local laws. All motorized vehicle traffic within the subdivision must be conducted in a safe, prudent, and lawful manner and not create a public nuisance.

3.7.4 Recreation vehicles including but not limited to trailers, campers, and motor homes belonging to visitors or guests may be parked and occupied on the premises for a period not to exceed four (4) weeks consecutive and ten (10) weeks cumulative in any given calendar year.

3.7.5 Commercial Motor Vehicles may not regularly be parked forward of any dwelling on a daily or continuing basis.

3.8 Noise. Members shall not, and shall ensure that their guests do not, make unreasonable noise which is disturbing to others in the neighborhood. Members shall take reasonable precautions to avoid loud noise from any source between the hours of 10:00 p.m. and 7:00 a.m.

3.9 Fire Prevention. All lots shall be maintained so as to minimize the risk of wildland fire. Adoption of Firewise standards for maintenance of lots is encouraged. The use and possession of fireworks, whether legal or illegal under Idaho law, is prohibited on any lot. Open burning on any lot shall only be allowed upon such conditions as are approved by the Idaho Department of Lands and only when the Owner or occupant of the lot has acquired all necessary permits.

#### ARTICLE IV CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE

##### 4.1 Approval of Construction Plans and Conditions of Construction

4.1.1 As per Article III of this Declaration, no more than one Main Residence Structure shall be erected on one Lot.

4.1.2 Every structure, building, or improvement constructed on any Lot must, if required, receive a building permit or zoning approval and shall comply with all applicable building and zoning codes. No buildings or improvements shall be built, constructed, placed, or materially altered on any Lot unless and until the plans and specifications therefore have been reviewed and approved in advance by the ACC in accordance with the provisions of this Declaration. Thereafter, each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Any structure or improvement which has been damaged or in need of repair by any cause may be repaired or rebuilt without ACC approval if the repaired or rebuilt structure or improvement will be identical to the structure or improvement that was damaged or destroyed, but shall still be required to obtain all required building permits and zoning approvals, if any required.

4.1.3 All buildings and improvements shall be of such design as to compliment the natural environment of the area as well as existing buildings and shall be of a high quality of workmanship and materials. Building materials shall consist of natural wood, stone, or other materials native to the area or materials that closely simulate such, and no building shall be constructed in such a manner that sheet metal is utilized as the predominate exterior wall sheathing material. Likewise, paint and/or stain colors shall blend with and compliment the natural surroundings. Notwithstanding the foregoing, painted metal roofing materials shall be allowed in colors that otherwise blend with and compliment the natural surroundings.

4.1.4 The ground floor of the Main Residence Structure, exclusive of open porches or garages shall not be less than one thousand (1000) square feet for a building consisting of one Building Floor nor less than eight hundred (800) square feet for a building consisting of two (2) Building Floors. Any existing Main Residence Structures which do not meet these minimum standards on July 1, 2017, are accepted as non-conforming structures and may be remodeled so long as the remodeling does not reduce the square footage below the square footage of said residence that existed on July 1, 2017.

4.1.5 No building or structure of any kind shall be constructed to include more than two (2) above-ground Building Floors. In any case, the maximum height of any building or other structure, including any loft, shall be thirty-five feet (35) from the foundation level, and shall be in compliance with Valley County, Idaho zoning ordinances and Building Department requirements. A walkout basement shall not generally be considered an above-ground Building Floor.



4.1.6 No part of any Main Residence Structure or Out Building shall be located or placed on any Lot less than twenty-five (20) feet from the front property line.

4.1.7 No part of any Main Residence Structure or Out Building shall be located on any Lot less than seven and one half (7-1/2) feet from any side and twenty (20) feet from any rear property line, provided that if a Main Residence Structure, with or without an Out Building, are proposed to be constructed on two or more contiguous Lots, the Setback restrictions will apply to the Lots as a single parcel.

4.1.8 Set Backs on structures incidental to any building, such as but not limited to, steps, attached or detached open porches, patios, fire pits, hot tubs, decks, dog runs, gazeboes, and like construction may be submitted for consideration by the Board in its absolute discretion on a case by case basis.

4.1.9 Eaves and similar extrusions from any structure shall be considered part of the structure for the purpose of determining setbacks there from.

#### 4.2 Fences

4.2.1 All fences must be approved by the ACC prior to construction.

4.2.2 No fence, hedge or boundary wall located or constructed on the sides or back of any Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge or wall is located. For the purposes of this section, any part of a lot adjacent to a public road is considered a "front yard" and therefore the maximum height for any fence in a front yard may not exceed four (4) feet in height as provided in 4.2.3 below.

4.2.3 Fences, hedges or boundary walls located or constructed at the front of a Lot or Sites shall have a height not greater than four (4) feet and be constructed of natural materials consistent with existing structures. Provided, however, that any owner wishing to construct a front fence in excess of four (4) feet who can show that the fencing in excess of four (4) feet allows for vision from without and within sufficient to avoid the appearance of creating a compound or fortified enclosure may seek approval of the ACC and may proceed with construction only as approved by the ACC after consultation with the Board as to whether the proposed fence may be approved.

#### 4.3 Architectural Control Committee

4.3.1 The right to appoint and remove members of the ACC shall be vested in the Board of Directors of the Association.

4.3.2 The ACC shall have the responsibility to interpret the covenants and conditions related to construction plans and plans for improvements, pursue approvals and certificates of compliance with the covenants and inspect and recommend proceedings to the Board to enforce the covenants and conditions. In situations of a conflict or dispute between a member and the ACC, the member can appeal to the Board regarding the ACC decisions. All appeals must be in writing specifying the grounds for the appeal and filed with the Secretary of the Association not later than fifteen (15) days after the decision of the ACC.

4.3.3 No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot until the design and construction plans and specifications have been submitted to and approved by the ACC.

4.3.4 Proposed plans and specifications for new buildings and any exterior remodeling or exterior additions to existing buildings or structures must be submitted to the ACC in writing over the signature of the Owner or his authorized agent. For new buildings and any remodeling or additions to existing buildings or structures which require a building permit, the initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways and attached fencing may be submitted to the ACC before Owners are committed to a large investment for detailed architectural drawings. If ACC responds favorably to the sketch or concept drawings, Owner shall submit detailed architectural drawings and specifications to the ACC. Specifications shall include elevation and site plans, exterior finish colors and materials, and any additional specifications as may be requested by the ACC. For all other improvements, submittal can be limited to a sketch and written description of plan along with plot sketch indicating location, materials to be used, exterior colors and proposed construction time frame. No construction may commence until Owner has received ACC approval.

ACC must respond within thirty (30) days after receipt of a complete application unless the ACC notifies the Owner prior to the expiration of ten (10) days after receipt that the application is incomplete, specifying what else is required and the additional estimated time that will be required to complete its review and recommendations after receipt of the incomplete information but in any case not later than thirty (30) days after receipt of a complete application.

4.3.5 Neither the ACC nor its individual members shall be liable for damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person submitting plans and specifications to the ACC for approval agrees, by submission of such plans and specifications, and every Owner or occupant of any lot agrees, by acquiring title thereto or an interest therein, that he will not bring any action of suit against the ACC or its individual members to recover such damages.

4.3.6 The Architectural Control Committee shall have authority to make and publish rules and regulations to carry out its responsibilities, but such rules and regulations must be approved by the Board before application to any building or improvement. In addition, the ACC may promulgate guidelines for buildings and improvements which shall be submitted to the Board for approval. The guidelines will only amplify the covenants and conditions of this Declaration. To the extent there may be a conflict, the provisions of this Declaration shall control. All approved rules, regulations, and guidelines shall be available to any Owner or Owner's agent upon request.

#### 4.4 Grandfather - Nonconforming Structures and Improvements

All violations of Article IV of this Declaration for any Main Residence Structures which exist at the time of recording this Declaration shall be permitted to remain as nonconforming structures except where the violation of Article IV of the Declaration also constitutes a violation of duly adopted building or zoning regulations of Valley County, Idaho or other governmental jurisdiction having authority over the subdivision. A nonconforming Main Residence Structure may be altered or remodeled so long as the alteration or remodel does not increase the nonconformity. Alterations or remodeling which decrease the nonconformity of a nonconforming structure shall be allowed but are still subject to review by the ACC or Board as set out in this Declaration. As an example: If an existing Main Residence Structure contains less square footage than required by this Declaration, the home may be altered or remodeled if it will contain at least the same or more square footage than before the alteration or remodeling.

If any other violation of Improvements which exist at the time of recording this Declaration is altered, enlarged, expanded, modified or otherwise changed in any way, the new modification or change must be made in accordance with the current covenants and the violation previously allowed under this clause must be corrected to conform to the current covenants. As an example: If a section of an existing seven foot tall fence is replaced by a new fence, the new fence must conform to the current covenants and the remaining section of the old fence must also conform to current covenants.

Nothing in this provision shall be deemed to excuse or allow nonconforming buildings, structures, or improvements erected in violation of preceding versions of the Declaration.

### ARTICLE V PROPERTY OWNERS ASSOCIATION

#### 5.0 The Association.

The Payette River Property Owners Association, Inc., a non-profit Corporation has been incorporated under the laws of the State of Idaho as a nonprofit corporation and has adopted Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

#### 5.1 Power and Duties of the Association.

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

5.1.1.1 Assessments. The power to levy assessments (annual, special and limited) on the owners of Lots and to force payment of such assessments, all in accordance with the provisions of this declaration.

5.1.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

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

5.1.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (and the Association rules not in conflict therewith). A copy of the Association rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing or delivery said Association rules shall have the same force and effect as it they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles, or Bylaws, the provisions of the Association rules shall be suspended by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.1.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association through its Board of Directors, or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and Bylaws. Recognizing its position as a fiduciary, the Board of Directors is authorized to adopt policies regarding ethics, conflicts of interest, and other matters affecting the proceedings of the Board in order to provide accountability to the Members.

5.2 Meetings of the Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws, which shall also set forth the requirements for a quorum.

5.3 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws. Directors and Officers may be removed as provided in Idaho Code 30-30-608.

#### 5.4 Membership

5.4.1 Every Owner of a Lot or Lots shall be a Member of the Association. Membership is not intended to include persons or entities holding an interest merely as security for the payment of an obligation.

5.4.2 Membership shall be appurtenant to and may not be separated from Ownership in any Lot.

5.4.3 Ownership of a Lot or Lots in Payette River Subdivision No. 1 shall be the sole qualification for membership, provided that the vote of said membership may be suspended as elsewhere herein provided, and membership shall automatically transfer to any successors with Ownership interest in a Lot or Lots. Where two or more owners own a Lot(s), only one vote shall be allowed, and such joint owners shall designate the name of that owner entitled to cast such single vote.

5.4.4 At any time that an Owner is delinquent in payment of assessments or fines, the voting privileges of said Owner shall be suspended. Upon payment of the delinquent assessments, and payment of any expenses of the Association in connection therewith, said voting privileges shall be reinstated.

## ARTICLE VI BOARD OF DIRECTORS

### 6.1 Powers of the Association Board

6.1.1 The Association Board shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners with their consent, to initiate and maintain actions and suits to restrain and enjoin any violation or threatened violation of this Declaration including violations of Association rules adopted pursuant to this Declaration and to enforce these rules by mandatory injunction or otherwise. The Board shall also have the authority, but not the obligation, to adopt rules and regulations to provide for a hearing before the Board, upon prior notice, before action is taken against any Owner for violation of this Declaration.

6.1.2 The Association Board, as well as any Owner, shall have the right to enforce or remedy, by any proceeding at law, any conditions, violations, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future. The cost of such corrective action, together with interest, related expenses, and attorney's fees may be assessed and collected as set forth in this Declaration.

6.1.3 **Imposition of Fines.** The Board has the authority to impose a fine for violations of this Declaration. As required by Idaho law, in order to impose a fine, the following process will be used:

- a. A majority vote by the Board will be required prior to imposing any fine on a Member for a violation of this Declaration;
- b. Written notice by personal service or certified mail of the meeting during which such Board vote is to be taken will be given to the Member at least thirty (30) days prior to the meeting;
- c. In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith, as evaluated and judged by the Board, until fully resolved.
- d. No portion of any fine will be used to increase the remuneration of any Board member or agent of the Board beyond the reasonable enforcement costs borne by the Association and as otherwise provided for in this Declaration.
- e. If he or she chooses to do so, a Member shall have the right to appear at the Board meeting where the Board is scheduled to take a vote on imposition of a fine for violating the terms of this Declaration, and to make a statement to the Board, subject to the duty of the Board Chair to limit the statement or presentation to a reasonable amount of time as determined by the Chair in his or her discretion.

6.1.4 The Board shall have authority to collect interest on delinquent dues and assessments at the legal rate of interest.

ARTICLE VII  
COVENANT FOR DUES AND ASSESSMENTS

7.1 Covenant for Payment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed thereby to covenant and agree to pay to the Association:

7.1.1 Annual dues and any Special Assessments of the Association; and

7.1.2 Limited assessments for failure of Owner to properly maintain their property or correct any nonconforming use or condition, by whomsoever or whatsoever caused. Such assessments shall be established and collected as herein provided.

7.2 Lien for Unpaid Dues or Assessments. The annual dues, and any special or limited assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such dues obligation or assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the dues or assessment fell due. The personal obligation for delinquent dues or assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

7.3 Purpose of Dues and Assessments. The dues or special assessments charged, and limited assessments imposed by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Lot and for the visual harmony, aesthetic appeal and property value of the Subdivision, including enforcement of this Declaration.

7.4 Uniform Rate of Dues. Annual dues must be fixed at a uniform rate for all Members and may be collected on a monthly basis (one-twelfth each month) or on a quarterly basis (one-fourth each quarter), or on an annual basis, as determined by the Board.

7.5 Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any dues or assessments not paid within thirty (30) days after the due date may bear interest at the rate allowed by law in Idaho for liquidated obligations, commencing 30 days after the due date. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. Nonetheless, the Association may file a Claim of Lien, evidencing such lien, not less than thirty (30) days after the due date of the assessment as allowed by Idaho Code 45-810. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the property, in the same manner as provided by law as to statutory liens, or both. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by abandonment of his Lot.

7.6 Subordination of the Lien to Mortgages. The lien of the dues and assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VIII ENFORCEMENT

8.1 Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

8.1.1 The Association.

8.1.2 The Owner or Owners (including Declarant) of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien provided for herein.

8.2 Fees and Costs. Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

8.3 Non-Liability for Enforcement or for Non-Enforcement. Neither the Association nor the Board or officers of the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the By-Laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.5 No Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

8.6 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.

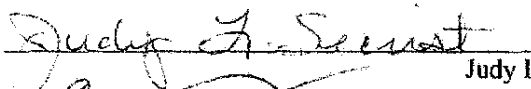
ARTICLE IX  
GENERAL PROVISIONS

9.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

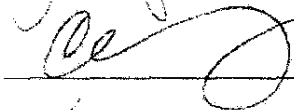
9.2 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by not less than seventy-five percent (75%) of all Members and duly acknowledged as to each executing Owner, is recorded in the official records of Valley County, Idaho. This Declaration may be amended during the first twenty (20) year period. Such proposed amendment shall be printed on ballots and distributed to all Members by mail with the Board's recommendation. Following such ballot vote the Board shall canvass the ballots cast and in the event that a majority of the Members in Good Standing authorizes the amendment, the Board shall certify and attest to the results of the election whereupon the amendment(s) shall be recorded in the official records of Valley County, Idaho. Amendments are effective upon the date the amendments are recorded.

THE UNDERSIGNED certify that the above Amended and Restated Restrictions, Covenants and Conditions were approved by the majority vote of Members by ballot instrument with notarized signatures by Owners owning not less than fifty-one percent (51%) of all the Lots in Payette River Subdivision No. 1 (Lots being as shown on the July 1973 official recorded plat which provided for one hundred (100) lots).

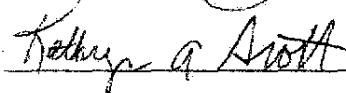
IN WITNESS WHEREOF, the undersigned being the officers and members of the Board of Directors of the Payette River Property Owners' Association have hereunto set their hands this 10th day of June, 2018.



Judy L. Secrist, President



Christy B. Wonenberg, Secretary



Kathryn A. Scott, Treasurer



Notary: Deborah L. Blake  
Located in: McCall, Valley County, Idaho  
My Commission Expires: 05/01/2021



**Amendment No. 1 to the "Amended and Restated  
Restrictions, Covenants and Conditions For  
Payette River Subdivision No. 1, recorded 06-19-2018"**

**Item 1:** Delete Article 4.1.6 in its entirety and replace with the following revised Article 4.1.6.

**Revised Article 4.1.6** No part of any Main Residence Structure or Out Building shall be located or placed on any Lot less than twenty (20) feet from the front property line.

**Item 2:** Add the following new Article 4.1.10.

**New Article 4.1.10** If a relaxation or modification to any of the setbacks described in Articles 4.1.6, 4.1.7, and 4.1.8 is requested, the process will first be a variance application submittal by the Lot Owner to Valley County with a copy provided to the ACC. Upon completion of the Valley County process, if a change to any of the setbacks above is approved by the County, then the change will be incorporated into the proposed plans and specifications for submittal to the ACC as per Article 4.3 and 4.3.4 with final approval of the setback variance by the Board. A copy of the County variance request/approval documentation will also be included in the submittal to the ACC.

THE UNDERSIGNED certify that the above Amendment No. 1 was approved by the majority vote of all Members in Good Standing by ballot instrument which was distributed to all Members by mail, dated March 4, 2022.

IN WITNESS WHEREOF, the undersigned being the officers and members of the Board of Directors of the Payette River Owners Association, Inc. have hereunto set their hands this 27 day of April, 2022.

Kim M. Zeydel Kim M. Zeydel, Ed.D President

Judy L. Secrist Judy L. Secrist, Secretary

B. Marquardt notary public 4/27/22

