

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF SUNSET VIEW ESTATES SUBDIVISION

This Declaration of Covenants, Conditions, and Restrictions of the Sunset View Estates Subdivision (Declaration) is entered and made effective as of June 19, 2026 (Effective Date) by Chalco, LLC, an Idaho limited liability company (Declarant).

RECITALS

- A. Declarant is the owner and developer of a certain approximately 161-acre parcel of real property located in Jefferson County, Idaho, which is more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference (the Subject Property).
- B. Declarant is developing the Subject Property into a residential subdivision project known as "Sunset View Estates," which will consist of single-family homes, and other common areas and amenities.
- C. The purpose of this Declaration is to set forth the basic terms, covenants, conditions, easements, and restrictions (hereinafter collectively "Restrictions") that will apply to the entire development and use of all portions of the Subject Property. The Restrictions are designed to preserve the Subject Property's value, desirability, and attractiveness, and to guarantee adequate maintenance of the Common Area and the Improvements located thereon, as hereinafter defined.

ARTICLE ONE DEFINITIONS

Section 1.01 Definitions

For purposes of this Agreement, the following terms have the following meanings.

(a) Articles

Articles shall mean the Articles of Incorporation of the Association, including any restatements or amendments thereto.

(b) Assessments

Assessments shall mean those payments imposed by the Association and required of Members, including without limitation Regular Assessments, Special Assessments, and Limited Assessments.

(c) Association

Association shall mean and refer to the Sunset View Estates Homeowners Association Inc., a non-profit corporation organized under the laws of the State of Idaho, and its successors and assigns.

(d) Board

Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

(e) Bylaws

Bylaws shall mean the Bylaws of the Association, including any restatements or amendments thereto.

(f) Common Area

Common Area shall mean any or all of the parcels of Common Area, including without limitation the entrance and signage to the Subdivision, Irrigation System, and any other property owned and maintained by the Association. Without limiting the foregoing, the Lots shall not be deemed Common Area.

(g) Declarant

Declarant shall mean Chalco, LLC, an Idaho limited liability company.

(h) Declaration

Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions of Sunset View Estates, as it may be amended from time to time.

(i) Expenses

Expenses shall mean all costs and expenses incurred by the Association for the conduct of its affairs, including without limitation legal and other professional fees; the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Area, including all Improvements located on such areas maintained by the Association; and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, including Improvements, that must be replaced and maintained on a regular basis.

(j) Improvement

Improvement shall mean any dwelling, structure, facility, or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in any portion of the Subject Property, including without limitation buildings, fences, streets, drives, driveways, sidewalks, curbs, signs, lights, street lights, mailboxes, electrical lines, pipes, pumps, ditches, and fixtures of any kind whatsoever.

(k) Limited Assessment

Limited Assessment shall mean a charge against a particular Owner and such Owner's Lot that is directly attributable to the Owner and equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

(l) Lot

Lot shall mean a lot within the Subdivision specified or shown on the Plat upon which Improvements may be constructed. Lots shall not include any Common Area.

(m) Member

Member shall mean each Person entitled to membership in the Association as provided herein.

(n) Owner

Owner shall mean the record owner, whether one or more Persons, holding fee simple interest of record to each Lot located on the Subject Property, including contract buyers and owners of any beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

(o) Person

Person shall mean any individual, partnership, corporation, or other legal entity.

(p) Plat

Plat shall refer to the recorded final subdivision plat of Sunset View Estates, recorded as instrument no. 498080 on April 6, 2026, in Jefferson County, Idaho, as amended from time to time.

(q) Regular Assessment

Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon and the other costs of the Association, which is to be levied against each Lot and paid by each Owner to the Association, pursuant to the terms of this Declaration.

(r) Restrictions

Restrictions shall mean the terms, covenants, conditions, easements, and restrictions that will apply to the entire development and use of all portions of the Subject Property.

(s) Special Assessment

Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchase and replacements, or shortages in the Regular Assessment that are authorized by the Board and to be paid by each Owner to the Association, pursuant to the terms of this Declaration.

(t) Subdivision

Subdivision shall mean all Lots, Common areas, easements, and any other designations as shown on the Plat or designated in this Declaration.

(u) Subject Property

Subject Property shall mean the approximately 161-acre parcel of real property located in Jefferson County, Idaho, as more specifically described in Exhibit A attached hereto, and including each Lot, the Common Area, and each parcel and portion thereof and interest therein, including all water rights, if any, associated with or appurtenant to such real property.

**ARTICLE TWO
DECLARATION; SUBMISSION OF SUBJECT PROPERTY**

Section 2.01 Declaration

Declarant declares that the Subject Property is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the Restrictions, all of which are declared and agreed to be in furtherance of a general plan to protect, maintain, improve, and enhance the value, desirability, and attractiveness of the Subject Property.

The Restrictions set forth herein shall run with the Subject Property, and shall be binding upon and inure to the benefit of all persons having or acquiring any right, title, or interest in the Subject Property or any portion thereto, including any interest in any Lot.

Section 2.02 Declarant's Rights

No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Subject Property and to construct Improvements thereon, or Declarant's right to post signs incidental to construction, sales, or leasing on the Subject Property.

**ARTICLE THREE
GENERAL AND SPECIFIC RESTRICTIONS**

Section 3.01 Lot – Use

Except for Lot 2 Block 1 of the Subdivision, each Lot shall only be used for single-family residential purposes. No commercial or industrial use shall be permitted, except for customary home occupations that do not create nuisance, traffic, or disturbances, and as approved by the Association. No leasehold interest, rental, or license may be granted for the use of any Lot or Improvement, that is less than a six-month term.

Section 3.02 Association Approval and Construction of Improvements

(a) Minimum Dwelling Size

No single-family dwelling shall contain less than 2,000 square feet of heated living area (excluding garages, porches, and basements). Each dwelling shall include a minimum two-car garage, unless otherwise approved.

(b) Approval

No Improvements on any Lot shall be erected, placed, or altered on any Lot without prior written consent of the Association of Architectural Control Committee created by the Association. This includes but is not limited to the Association (in advance) reviewing the building plans, specifications, and plot plan or other appropriate plans and specifications.

The Association's review and approval or disapproval may be based upon the following factors - size, height, design, setbacks, drainage, color, materials, and any and all other factors which the Association, in its sole and reasonable discretion, deems relevant, so long as all such factors are objective in nature.

All Improvements must be consistent in design, materials, color, and appearance with the overall character of the Subdivision. All outbuildings and accessory structures shall be constructed of durable, finished materials and shall be of design, color, roof pitch and exterior finish substantially consistent with and complementary to the primary residence on the Lot. Temporary, unfinished, or virtually incompatible structures – including but not limited to those constructed of plywood, oriented strand board, corrugated metal, fabric, or salvaged materials – are prohibited.

(c) General Architectural Standards

The general Architectural Standards for any single-family dwelling and associated Improvements are as follows:

- Dwellings shall reflect a cohesive, modern architectural character. Manufactured or modular homes are prohibited.
- Exterior finishes on any dwellings and other buildings on a Lot shall incorporate quality materials, including required use of stone or rock accents.
- Color palettes for dwellings and other buildings on a Lot shall consist of natural, earth-toned colors, bright or pastel colors for a dwelling and other buildings on a Lot are prohibited.
- All accessory structures, including but not limited to: barns, shops, sheds, and outbuildings, must be architecturally consistent with the primary residence in materials, color, and quality.

- The use of unfinished or visually inconsistent materials for a dwelling or other accessory structure, including but not limited to: exposed plywood, oriented strand board, particle board, or other temporary or non-durable surfaces, is prohibited.
- All dwellings and structures located on a Lot shall present a completed, well-maintained appearance that is consistent with the aesthetic standards of the Subdivision community
- Solar panels on a dwelling or structure located on the Lot must be integrated into rooflines and installed flush with roof surfaces.
- The Association may establish additional Architectural Standards that are not in this Declaration that are applicable to each Lot.

(d) Construction Deposit and Timing of Construction

Prior to commencement of construction on a Lot, a Lot Owner shall provide to the Association a refundable construction deposit payable to the Association, in the amount of Five Thousand Dollars (\$5,000). The purpose of the deposit shall be to protect against any damages caused by the Lot Owner or its contractors, agents, or other persons hired by the Lot Owner. This includes but is not limited to the following: road damage, irrigation system damage, shoulder damage, mud and debris cleanup, construction-related nuisance obligations, failure to complete required clean-up obligations, and any other matters the Association in its sole discretion determines need to be addressed. The Association may apply any damages or costs for other matters against the construction deposit.

The Association may refund the construction deposit only after a certification of occupation is issued, and all other damages and other matters with the Association are satisfied.

A Lot Owner must start building a single-family home on its Lot within three (3) years from purchase of the Lot from Declarant or another third party. The Lot Owner must complete construction of the single-family dwelling within one (1) year from the start of construction.

If Lot Owner builds any other Improvements on a Lot, such Improvements shall be completed within one year from the start of construction on the Improvement.

Section 3.03 Fences

All fencing shall require prior written approval of the Association. No vinyl white fences, chain link, barbed wire, or similar metal fences shall be allowed in the Subdivision. All fencing shall keep any livestock and other large animals fenced in on a Lot.

Section 3.04 No Temporary Structures

No house trailer, mobile home, tent (other than for short-term individual or visitor use), shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Subject Property, except temporarily as may be required by construction activity undertaken on the Subject Property.

Section 3.05 Nuisances

No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Subject Property, including Lots and Common Area, and no odor shall be permitted to arise therefrom so as to render the Subject Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Subject Property or to its occupants, or to any other property in the vicinity thereof or to its occupants.

Section 3.06 Maintenance: Owner's Obligations

No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, upon fifteen (15) days prior written notice to the Owner of such property, the Association shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

Section 3.07 Vehicles, Boats, Campers, or Other Vehicles

No abandoned, dilapidated, or unsightly vehicles or similar equipment, as determined in the reasonable discretion of the Board, shall be placed upon any portion of the Subject Property (including without limitation streets, parking areas, and driveways). All vehicles located on a Lot shall be operable, currently licensed, and parked on improved surfaces. Further, no boats, trailers, campers, or all-terrain vehicles shall be stored on the Subject property unless kept in an enclosed structure or screened from view.

Section 3.08 Animals

Animals shall be allowed on the Subject Property as follows:

- Large animals shall be allowed one (1) for every acre of usable acre of pasture shall be kept on a Lot;
- No domestic animals totaling more than three (3) generally recognized house or yard pets shall be maintained on any Lot;
- No hogs or swine shall be allowed on a Lot; and
- All animals shall be confined to such Lot by barn, corral, or fence, so as not to trespass on any other Lot; and
- All domestic animals shall be kept on a leash when walking through the Subject Property.

The Owner of any Lot from which an animal trespasses shall be strictly liable for any damages caused thereby. It is the Owner's responsibility to keep all buildings, structures, and pastures for these animals properly cleaned, maintained, and safe.

No animals shall be kept, bred, or maintained for any commercial purposes.

Section 3.09 Signs

No sign of any kind shall be displayed to the public view without the approval of the Board except: 1) such signs as may be used by Declarant in connection with the development of Subdivision and sale or lease of Lots; 2) one sign of customary and reasonable dimensions, as determined by the Association, displayed by an Owner of a Lot outside said Lot advertising the Lot for sale; or 3) any sign required by Jefferson County, Idaho.

Section 3.10 No Further Subdivision

Except for Lot 2 Block 1 of the Subdivision, no Lot shall be further subdivided. Nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held between them as tenants in common, joint tenants, or community property.

Section 3.11 Exemption of Declarant

Nothing contained herein shall limit the right of Declarant to 1) subdivide or re-subdivide any portion of the Subject Property; 2) grant licenses; 3) reserve rights-of-way and easements with respect to the Common Area to the Association, utility companies, public agencies, or others; 4) complete excavation, grading, and construction of Improvements to and on any portion of the Subject Property owned by Declarant; 5) alter construction plans and designs for the Subject Property; or 6) construct such additional Improvements as Declarant deems advisable in the course of development of the Subject Property, so long as any Lot remains unsold.

Section 3.12 Adoption of Rules

The Association, through its Board, may adopt reasonable rules consistent with this Declaration relating to 1) the use of the Common Area and all facilities thereon, and 2) the conduct of Owners, their family members, tenants, invitees, and guests with respect to the Subject Property and other Owners.

ARTICLE FOUR IRRIGATION SYSTEM

Section 4.01

Each Lot shall have access to a pressurized irrigation system, which shall be owned, maintained, and managed by the Association ("Irrigation System"). All Lot Owners shall pay their proportionate share of maintenance and operating costs of the Irrigation System in the form of an Assessment. No Owner shall alter, disconnect, modify or interfere with the Irrigation System without prior written approval from the Association. All Lot Owners grant the Association and Declarant an easement to enter onto a Lot to repair, maintain, and service the Irrigation System.

(a) Limitation of Liability:

The Association and Declarant shall not be liable for interruptions or failures in irrigation service caused by events beyond reasonable control, including but not limited to: drought, natural disaster, reduction or failure of water supply, water pressure, force majeure, utility failure, governmental action, or other circumstances beyond their reasonable control.

The Association and Declarant shall use commercially reasonable efforts to notify Owners of anticipated or known interruptions, but shall not be responsible for damages, loss of use, inconvenience, or costs incurred by Owners resulting from such events.

(b) Irrigation System Standards

All irrigation systems and flow rates installed by an Owner on a Lot must be approved by the Association.

(c) Watering Schedule

The Association may establish a seasonal irrigation schedule to use the Irrigation System. Such a schedule may include but is not limited to water days, usage limitations, and any other matters determined by the Association.

(d) Irrigation Maintenance Responsibility

The Association shall maintain common pressurized irrigation infrastructure up to the designated Lot Owner point of connection. Each Lot Owner shall thereafter be fully responsible for all private irrigation lines, valve connections, fittings, risers, sprinkler systems, repairs and maintenance of sprinkler systems, winterization, and damages occurring to the Lot Owners' irrigation system from the Lot Owner connection point to the Lot.

Lot Owners shall also share proportional responsibility for damage caused to Association-owned irrigation infrastructure resulting from Lot Owner's: construction activity, vehicle traffic, excavation, negligence, construction, and unauthorized modifications to the Irrigation System. In the event of such damages, the Lot Owner will be responsible for an administrative fee as determined by the Association.

(e) Irrigation Damage & Shutdown Fees

A Lot Owner shall be responsible for any damages caused to the Irrigation System, including any damages caused by any contractor, subcontractor, supplier, or party hired by a Lot Owner. Such damages may include but are not limited to all repairs, labor, restoration, and associated costs of the Irrigation System.

**ARTICLE FIVE
ASSOCIATION, MEMBERSHIP, AND BOARD**

Section 5.01 Organization of Association

The Association is or shall be incorporated under the name Sunset View Homeowners Association Inc. as an Idaho nonprofit corporation under the Idaho Nonprofit Corporation Act. The Association shall have the duties, powers, and rights set forth in this Declaration, the Articles, and the Bylaws. The Board shall manage the affairs of the Association, as more fully provided in this Declaration, the Articles, and the Bylaws.

Section 5.02 Interpretation of Conflicts

Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. To the extent any provision in the Articles or the Bylaws conflicts with any provision of this Declaration, this Declaration shall control.

Section 5.03 Association Membership

Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of an Owner's interest in a Lot, and then only to the transferee of such interest. Any attempt to make a prohibited membership transfer shall be void and shall not be reflected on the books of the Association.

Section 5.04 Voting Rights of Members

The Association shall have one class of voting membership. The Members shall all be Owners and shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be Members, and they shall determine how the vote for the Lot shall be exercised. Notwithstanding the preceding sentence, no more than one vote shall be cast with respect to each Lot on all matters requiring voting by the Members, and fractional votes shall not be allowed.

Section 5.05 Board of Directors and Officers

The affairs of the Association shall be conducted and managed by such directors and officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time.

Section 5.06 Power of Association

Subject only to the limitations expressly set forth in the Articles, the Bylaws, and this Declaration, the Association shall have the power to do any and all lawful things that may be authorized, required, or permitted to be done by the Association under Idaho law and under this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts that may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, and the performance of the other responsibilities herein assigned, including without limitation the following.

(a) Assessments

The Association shall have the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement

The Association shall have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles, or the Bylaws.

(c) Delegation of Powers

The Association shall have the authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager for the maintenance, repair, and replacement of the Common Area; provided, however, that any such delegation of the Association's power to a manager shall be in a writing approved by the Board with a term not to exceed twelve consecutive months, and terminable by the Association with or without cause upon the expiration of thirty days' prior written notice. The Association and the Members of the Association shall not be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

(d) Emergency Powers

The Association shall have the power, exercised by the Association or by any person authorized by it, to enter upon any Lot or Common Area (but not inside any Improvement constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

(e) Licenses, Easements, and Rights-of-Way

The Association shall have the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or

appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining: 1) underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television, or other purposes, and the above-ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services; 2) storm drains, water drains and pipes, water supply systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and 3) mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing, and landscaping abutting the Common Area, public and private streets, or land conveyed for any public or quasi-public purpose.

Section 5.07 Duties of Association

In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, the Articles, and the Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties.

(a) Operation and Maintenance of Common Area

The Association shall operate, maintain, and otherwise manage or provide for the maintenance of the Common Area, including without limitation removal of snow and debris from the Common Area.

(b) Insurance

The Association may obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including without limitation commercial general liability insurance. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessment levied by the Association.

(c) Enforcement of Restrictions and Rules

The Association shall perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, the Articles, or the Bylaws including, without limitation, the recordation of any claim of lien with the Jefferson County, Idaho Recorder as more fully provided herein.

Section 5.08 Personal Liability

No Member of the Board, or member of any committee of the Association, including without limitation any officer or manager of the Association, 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 the account of any act, omission, error, or negligence of the Association, the Board, the manager, or any other officer, representative, or employee 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.

Section 5.09 Financial Statements

Annually, financial statements for the Association shall be prepared and copies shall be distributed to each Member of the Association upon such Member's written and reasonable request.

ARTICLE SIX RIGHTS TO COMMON AREA

Section 6.01 Use of Common Area

Each Owner shall have a right to use the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association holding or controlling the Common Area to levy and increase Assessments; and
- b. the right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

Section 6.02 Delegation of Right to Use

Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Lot.

Section 6.03 Damages

Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of an Owner, the Owner's family members, tenants, guests, invitees, or contract purchasers residing in the Owner's Lot. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Owner and the Owner's Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than that which is legally allowable under Idaho law.

ARTICLE SEVEN ASSESSMENTS

Section 7.01 Covenant to Pay Assessments

By acceptance of a deed to any property of the Subject Property, each Owner hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including Regular Assessments, Special Assessments, Limited Assessments, and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

(a) Assessment Constitutes Lien

Such Assessments and charges, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall be a charge against the Owner's Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

(b) Assessment is Personal Obligation

Each such Assessment, together with interest, costs, and reasonable attorney fees incurred in collecting the same, shall also be the personal obligation of the Owner of such Lot. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but such Assessments shall remain such Owner's personal obligation regardless of whether that Person remains an Owner.

Section 7.02 Regular Assessment

All Owners and Declarant, are obligated to pay the Regular Assessment to the treasurer of the Association on a schedule of payments established by the Board.

(a) Purpose of Regular Assessment

The proceeds from the Regular Assessment are to be used to pay for all Expenses. The Association shall compute the amount of its Expenses on an annual basis.

(b) Amounts Paid by Owners

The Board may require, in its discretion or as provided in the Articles or the Bylaws, payment of the Regular Assessment in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner (except Declarant) for any given fiscal year shall be computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the number of Lots owned by that Owner by the total number of Lots on the Subject Property. Without limiting the foregoing, nothing in this Declaration shall obligate Declarant to pay the Regular Assessment for Lots owned by Declarant; provided, however, Declarant may, but is not obligated to, pay the Regular Assessment on Lots owned by Declarant if the Expenses exceed the amount of Assessments collected from other Owners.

Section 7.03 Special Assessments

(a) Purpose and Procedure

In the event that the Board shall determine that the collective Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including without limitation unexpected repairs or replacement of Improvements upon the Common Area and legal and other professional fees and expenses, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portion of the Property within its jurisdiction, except those Lots owned by Declarant. No Special Assessment shall be levied that exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year without the vote or written consent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment shall be paid.

(b) Consistent Basis of Assessments

Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

Section 7.04 Limited Assessments

Without limiting the above provisions with respect to Regular Assessments and Special Assessments, the Board may levy a Limited Assessment against a Member (except Declarant) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or the Member's Lot into compliance with the governing documents of the Subject Property, or for otherwise providing any goods or services benefitting less than all Members or such Member's Lot.

Section 7.05 Uniform Rate of Assessments

Except as otherwise specifically provided herein, Regular Assessments and Special Assessments shall be fixed at a uniform rate per Lot for all Members of the Association.

Section 7.06 Assessment Period – Timeframe for First Assessment

Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 and terminate on December 31 of each year in which the Assessment occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments.

Section 7.07 Notice and Assessment Due Date

The Board shall provide ten days' prior written notice of Regular Assessments and Special Assessments to each Owner. The due dates for installment payment of Regular Assessments and Special Assessments, if any, shall be as established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten days after the

levy thereof. There shall accrue with each delinquent installment payment a late charge equal to ten percent (10.000%) of the delinquent installment. In addition, each installment payment that is delinquent for more than twenty days shall accrue interest at the rate of ten percent (18.000%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner shall be personally liable for Assessments, together with all interest, costs, and attorney fees. NO Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Lot.

Section 7.08 Estoppel Certificate

Upon written request from a party seeking information regarding whether a particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments, the Association shall, as soon as reasonably practicable, deliver an acknowledged, executed statement stating, to the best of the Association's knowledge, whether that particular Owner is in default under the provisions of this Declaration and the dates on which the Owner paid any Assessments. Reliance on such statement shall not extend to any default as to which the Association lacks actual knowledge.

Section 7.09 Special Notice and Quorum Requirements

Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all members and to any person in possession of a Lot, not less than fifteen days, but no more than thirty days, before such meeting. The presence of Members entitled to cast fifty percent (50%) of the total votes of the Association at such a meeting shall constitute a quorum. If a quorum is not present, subsequent meetings may be called subject to the same notice requirement.

ARTICLE EIGHT ENFORCEMENT OF ASSESSMENTS; LIENS

Section 8.01 Right to Enforce

The Association has the right to collect and enforce Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may

exercise the power of foreclosure and sale pursuant to Section 8.03 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

Section 8.02 Assessment Liens

(a) Creation

There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection that may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such Lots upon recordation of a claim of lien with the Jefferson County, Idaho Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien, except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body that, by law, would be superior thereto.

(b) Claim of Lien

Upon default of any Owner in the payment of any Regular Assessment, Special Assessment, or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Jefferson County, Idaho Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief on such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

Section 8.03 Method of Foreclosure

A lien described in the preceding section may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney, or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

Section 8.04 Required Notice

Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale, or otherwise, until the expiration of thirty (30) days after 1) a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and to the person in possession of such Lot; and 2) a copy of the notice of delinquency and claim of lien is recorded by the Jefferson County, Idaho Recorder at the Association's request.

ARTICLE NINE EASEMENTS

Section 9.01 Easements of Access

Declarant expressly reserves for the benefit of all the Subject Property reciprocal easements of access, ingress, and egress for all Owners to and from their respective Lots for installation and repair of utility services; drainage of water over, across, and upon adjacent Lots and the Common Area, resulting from the normal use of adjoining Lots or the Common Area; and necessary maintenance and repair of any Improvement, including fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, and landscaping. Such easements may be used by Declarant and by all Owners, their guests, tenants, and invitees residing on or temporarily visiting the Subject Property, for pedestrian walkways, vehicular access, and such other purposes reasonably necessary for the use and enjoyment of a Lot or the Common Area.

Section 9.02 Drainage, Irrigation, Sewer, and Utility Easements

Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities, irrigation, sewer, and drainage facilities necessary for the development of the Subject Property. In addition, Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Subject Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Subject Property.

Section 9.03 Rights and Duties Concerning Utility and Irrigation Easements

The rights and duties of the Owners of the Lots within the Subject Property, with respect to utilities and irrigation, shall be governed by the following provisions.

- a. Wherever utility or irrigation house connections are installed within the Subject Property, which connections or any portions thereof lie in or upon a Lot owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the

connections shall have the right, and is hereby granted an easement to the full extent necessary, to enter upon any Lot or to have his, her, or its agent enter upon any Lot within the Subject Property in or upon which said connections or any portion thereof lie, to repair, replace, and generally maintain the connections as and when it may be necessary.

- b. Whenever utility or irrigation house connections are installed within the Subject Property, which connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

Section 9.04 General Landscape Easement

An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

Section 9.05 Specific Landscape Easement

Declarant hereby reserves for the benefit of the Association a perpetual Landscape Easement over all Common Area. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping on all Common Areas.

ARTICLE TEN GENERAL MATTERS

Section 10.01 Term

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The Restrictions, covenants, conditions, and equitable servitudes of this Declaration shall run in perpetuity, unless amended as herein provided.

Section 10.02 Amendment

(a) By Declarant

Except as provided in Section 10.02(c), until the recordation of the first deed to a Lot in the Subject Property to an Owner other than Declarant, the provisions of this Declaration may be amended, modified, clarified, supplemented, or terminated by Declarant by recordation of a written instrument setting forth such amendment, modification, clarification, supplementation, or termination.

(b) By Owners

Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than seventy-five percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Jefferson County, Idaho Recorder. Any amendment to this Article shall require the vote or written consent of Members holding at least ninety-five percent (95%) of the voting power of the Association.

(c) Effect of Amendment

Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Lots, notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase Restrictions applicable to the Subject Property, but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Lot that existed prior to the amendment.

Section 10.03 Notices

Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered three days after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section.

Section 10.04 Enforcement and Non-Waiver

(a) Right of Enforcement

Except as otherwise provided herein, any Owner of any Lot and the Association shall have the right to enforce any or all of the provisions of this Declaration against any property within the Subject Property and the Owner or Owners of such property.

(b) Violations and Nuisances

The failure of any Owner of a Lot to comply with any provision of this Declaration, the Articles, or the Bylaws is hereby declared a nuisance and will give rise to a cause of action in Declarant, the Association, and any affected Owner for recovery of damages, injunctive relief, or both. However, only Declarant, the Board, or a duly authorized agent of Declarant or the Board may enforce by self-help any of the provisions set forth herein or in the Articles or Bylaws, and only if such self-help is preceded by reasonable notice to the Owner.

(c) Violation of Law

Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Subject Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

(d) Remedies Cumulative

Each remedy provided herein is cumulative and not exclusive.

(e) Non-Waiver

The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

Section 10.05 Governing Law; Jurisdiction

This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Idaho. Except as otherwise provided in this Declaration, venue for any action arising from this Declaration shall be in Jefferson County, Idaho.

Section 10.06 Liberal Construction; Severability

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of the Subject Property. In the event any term or provision of this Declaration is adjudicated to be unenforceable, invalid, illegal, or otherwise ineffective, the remaining terms and provisions of this Declaration shall not be affected and shall remain fully enforceable, provided that severance of the unenforceable provision does not materially alter the overall intent of this Declaration.

Section 10.07 Interpretation

The Article titles and Section headings are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the provisions of this Declaration. All references to Sections contained in this Declaration refer to the Sections of this Declaration. In this Declaration, the words include, includes, and including mean include without limitation, includes without limitation, and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity. All pronouns refer to the masculine, feminine, neuter, singular, or plural as the context may require.

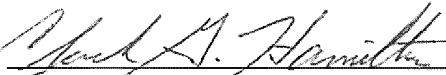
Section 10.08 Successors and Assigns

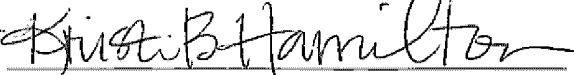
All references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

DATED: The Effective Date.

DECLARANT

CHALCO, LLC

By: 
Its: Clark G. Hamilton, Its Managing Member

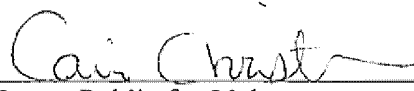
By: 
Its: Kristi B. Hamilton, Its Managing Member

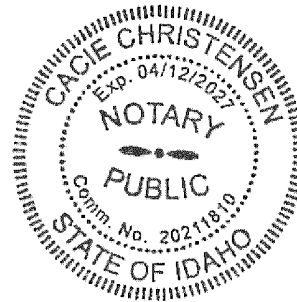
Acknowledgment

State of Idaho
County of Bonneville

ss.

On this 19 day of June, 2026, before me, the undersigned, a notary public, personally appeared Clark G. Hamilton in his capacity as a Managing Member for Chalco, LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that said limited liability company executed the same.


Notary Public for Idaho
Residing at: Idaho Falls, ID
(Seal)

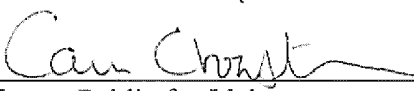


Acknowledgment

State of Idaho
County of Bonneville

ss.

On this 19 day of June, 2026, before me, the undersigned, a notary public, personally appeared Kristi B. Hamilton in her capacity as a Managing Member for Chalco, LLC, an Idaho limited liability company, known or identified to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that said limited liability company executed the same.


Notary Public for Idaho
Residing at: Idaho Falls, ID
(Seal)

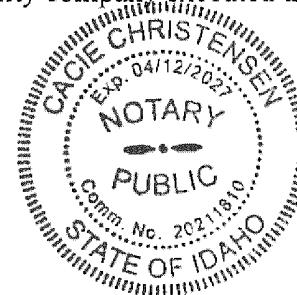


Exhibit A

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 4 NORTH RANGE 40 EAST, AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 4 NORTH RANGE 40 EAST, BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A RAILROAD SPIKE, MARKING THE SOUTHEAST CORNER OF SAID SECTION 30, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE S.89°49'53"W., ALONG THE NORTH LINE OF THE PARCEL DESCRIBED BY QUITCLAIM DEED INSTRUMENT NUMBER 333861, 222.00 FEET TO A POINT;

THENCE S.00°08'22"E., ALONG THE EAST LINE OF THE AFOREMENTIONED QUITCLAIM DEED, 186.00 FEET TO A POINT;

THENCE N.89°49'53"E., ALONG THE SOUTH LINE OF THE AFOREMENTIONED QUITCLAIM DEED, 222.00 FEET TO A POINT ON THE EAST LINE OF SECTION 31;

THENCE S.00°08'22"E., ALONG THE EAST LINE OF SAID SECTION 31, 715.05 FEET TO A POINT;

THENCE S.89°48'38" W., 242.00 FEET;

THENCE S.00°08'22" E., 180.00 FEET ALONG THE WEST LINE OF THE PARCEL DESCRIBED BY WARRANTY DEED INSTRUMENT NO. 428095, TO A POINT ON THE NORTH LINE DESCRIBED BY QUITCLAIM DEED NO. 470891.

THENCE ON SAID DEED LINE S.89°51'38" W., 108.00 FEET ALONG THE NORTH LINE OF SAID DEED;

THENCE S.00°08'19" E., 232.65 FEET ALONG THE WEST LINE OF SAID DEED TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 31;

THENCE S.89°45'15" W. 970.27 FEET TO A POINT;

THENCE DEPARTING SAID SOUTHERLY SECTION LINE N.00°04'42" W. 825.01 FEET;

THENCE S.89°45'24" W., ALONG THE NORTH LINE OF THE AFOREMENTIONED RECORD OF SURVEY AS WELL AS THE NORTH LINE OF QUITCLAIM DEED INSTRUMENT NO. 433640, 1319.39 FEET TO A POINT;

THENCE N.00°01'02" W., ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 31, 491.76 FEET TO A POINT;

THENCE N.00°08'29" E., ALONG THE MERIDIONAL CENTERLINE OF SAID SECTION 30, 2145.11 FEET, MORE OR LESS, TO A POINT LYING AT THE SOUTHERLY TOE OF SLOPE OF THE HARRISON CANAL;

THENCE, MORE OR LESS, ALONG THE SOUTHERLY TOE OF SLOPE OF THE HARRISON CANAL FOR THE NEXT 25 CALLS;

THENCE N.89°28'15" E., 158.60 FEET TO A POINT;

THENCE S.88°50'25" E., 98.08 FEET TO A POINT;

THENCE S.80°40'05" E., 245.53 FEET TO A POINT;

ALONG THE SOUTHERLY LINE OF J.R.D. SUBDIVISION, AS RECORDED AS INSTRUMENT NUMBER 281398 RECORDS JEFFERSON COUNTY FOR THE NEXT, FOR THE NEXT 3 CALLS;

THENCE S.72°07'53" E., 168.13 FEET TO A POINT

THENCE S.67°57'02" E., 188.86 FEET TO A POINT;

THENCE S.76°48'53" E., 174.77 FEET TO A POINT; THENCE LEAVING THE SOUTHERLY LINE OF SAID J.R.D. SUBDIVISION;

THENCE S.84°29'25" E., 49.37 FEET TO A POINT;

THENCE N.88°24'30" E., 77.62 FEET TO A POINT;

THENCE N.79°09'10" E. 139.73 FEET TO A POINT;

THENCE N.65°19'14" E., 65.05 FEET TO A POINT;

THENCE N.77°42'22" E. 141.80 FEET TO A POINT;

THENCE N.89°49'15" E., 102.72 FEET TO A POINT;

THENCE S.78°28'11" E., 124.04 FEET TO A POINT;

THENCE S.71°09'37" E., 71.41 FEET TO A POINT;

THENCE S.62°24'34" E., 75.12 FEET TO A POINT;

THENCE S.68°32'29"E., 49.56 FEET TO A POINT, SAID POINT LYING ON THE SOUTHERLY LINE OF RECORD OF SURVEY INSTRUMENT NUMBER 282337 RECORDS OF JEFFERSON COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID RECORD OF SURVEY INSTRUMENT NUMBER 282337 FOR THE NEXT 4 CALLS;

THENCE S.51°01'18" E., 160.11 FEET TO A POINT;

THENCE S.60°27'16" E., 150.21 FEET TO A POINT;

THENCE S.64°02'16" E., 114.22 FEET TO A POINT;

THENCE S.55°35'33" E., 112.93 FEET TO A POINT;

THENCE S.50°33'39" E. 12.94 FEET TO A POINT;

THENCE, LEAVING THE SOUTHERLY TOE OF SLOPE OF THE HARRISON CANAL, S.00°02'20"E., ALONG THE WEST LINE OF THE EXCEPTED PARCEL FROM PARCEL 9 AS REFERENCED IN WARRANTY DEED INSTRUMENT NO. 441627, 299.04 FEET TO A POINT;

THENCE N. 89°52'48" E., ALONG THE SOUTHERLY LINE OF THE AFOREMENTIONED PARCEL, 62.10 FEET;

THENCE S.00°02'20" E., ALONG WARRANTY DEED RECORDED AS INSTRUMENT NO. 414137, 675.47 FEET TO A POINT;

THENCE S.89°59'18" E., ALONG THE SOUTH LINE OF THE AFOREMENTIONED WARRANTY DEED NO. 414137, 0.87 FEET TO A POINT, BEING THE NORTHWEST CORNER OF THE PARCEL SHOWN ON RECORD OF SURVEY NO. 262524.

THENCE S.00°03'41" E., ALONG THE WEST LINE OF THE AFOREMENTIONED RECORD OF SURVEY NO. 262524, 250.14 FEET TO A POINT;

THENCE S.89°59'42" E., ALONG THE SOUTH LINE OF THE AFOREMENTIONED RECORD OF SURVEY NO. 262524, 236.94 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 30;

THENCE S.00°02'18" E., ALONG THE EAST LINE OF SAID SECTION 30, 393.90 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 160.822 ACRES, MORE OR LESS.