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CANYON COUNTY RECORDER

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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
PHEASANT RUN SUBDIVISION inc**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made this 12
day of March, 2025, by River Valley Framing (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the owner of certain real property located in the City of Parma, Canyon County, State of Idaho, more particularly described in Exhibit "A" hereto (hereinafter referred to as the "Property").

B. It is the intent of the Declarant to develop the Property in phases and to reserve unto itself, or its successors, the right, but not the obligation, to adopt this Declaration of Covenants, Conditions, and Restrictions (CC&Rs) by reference, in an instrument making the same applicable to any of the residential subdivisions which may hereafter be developed within the Property, thereby annexing and placing such subdivisions under and within the purview of the Declaration, and imposing and extending to all such subdivisions and all lots, residential units, and common areas situated therein, and to the owners thereof, the obligations and benefits of the Declaration of Covenants, Conditions, and Restrictions.

ARTICLE I - DEFINITIONS

1.1 Annexation

"Annexation" shall mean and refer to the act of the Declarant, or its successors, to place additional residential subdivisions or any portion of the Property described on Exhibit "A" under and within the purview of this Declaration.

1.2 Articles

"Articles" shall mean the Articles of Incorporation of the Pheasant Run Homeowners Association, Inc., an Idaho non-profit membership corporation.

1.3 Assessments

"Assessments" shall mean the assessments described in Article II.

1.4 Association

"Association" or "HOA" shall mean and refer to Pheasant Run Homeowners Association, Inc.

1.5 Board of Directors

"Board of Directors" shall mean and refer to the Board of Directors of the Association, and the term may hereinafter be used interchangeably with the term "Board."

1.6 Common Area

"Common Area" shall mean and refer to all real property interests now and hereafter owned, conveyed to, or leased by the Association, or in which the Association has an easement, including irrigation facilities and retention pond easements, and all property indicated as Common Area on the official plat. All Common Area amenities are for the benefit of all members of the Pheasant Run Homeowners Association. The Pheasant Run HOA shall be responsible for maintaining all Common Area. Guests are allowed if accompanied by a member of the Pheasant Run HOA.

1.7 Lot

"Lot" shall mean and refer to any lot or sub-lot shown on the official plat of the Pheasant Run Subdivision or in the official plat of any other residential subdivision which may be placed under and within the purview of the Declaration in the manner hereinafter provided for.

1.8 Member

"Member" shall mean and refer to a member of the Association who shall be an owner and qualify for membership in the Association in the manner hereinafter set forth.

1.9 Owner

"Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any lot or sub-lot within the Pheasant Run Subdivision.

ARTICLE II - ASSESSMENTS

2.1 Agreement to Pay Assessments

Each owner agrees to pay assessments as outlined by the Association.

2.2 Purpose of Assessments

Assessments shall be used to cover maintenance, utilities, legal fees, and other expenses incurred by the Association.

2.3 Assessment Years

The first assessment year shall begin on January 1st of the first full year of operation.

2.4 Annual Assessments

The annual assessment fee shall be \$450 per year, due on January 1st.

2.5 Special Assessments

The Association may impose special assessments for repairs, maintenance, or emergencies.

2.6 Initial Setup Fee

Each new homeowner shall pay a one-time setup fee of \$450.

2.7 Delinquent Assessments and Liens

Unpaid assessments shall bear interest at 10% per annum and may result in a lien on the property.

ARTICLE III - MAINTENANCE BY THE ASSOCIATION

3.1 Common Area Maintenance

The Association shall, as authorized and directed by the Board, have full responsibility for and control over all maintenance, repairing, and replacing of the Common Area, specifically including, without limiting the generality of the foregoing, the installation and maintenance of the retention pond and the installation and maintenance of the sprinklers and/or other irrigation systems.

3.1(A)

In the event the Association shall cease to exist as a functioning entity, it shall be the continued responsibility of the homeowners to maintain, repair, and replace the underground tanks and drainage. Property owners shall reimburse the city for all costs associated with the city's repair and maintenance. This cost shall create an obligation that can be the basis for a lien just as any other financial obligation created by the CC&Rs or homeowner's association can have a lien against real property.

3.1(B)

The Pheasant Run HOA shall be responsible for maintaining the pickleball court, playground equipment, and the common lots they are on.

The Association shall maintain all common areas, including landscaping, irrigation, and signage.

3.2 Sidewalks

Sidewalks shall be maintained by the Association only in common areas all sidewalks in front of private residence shall be maintained by property owners.

3.3 Pressurized Irrigation

The Declarant shall provide facilities to deliver irrigation water to the lot line of each lot via a pump from the pump station. Maintenance and operation of the pump and pumping

system shall be the responsibility and cost of the Association, along with maintenance and care of the common area and landscape areas. Water use shall be on a rotation basis worked out among the users. The distribution system within each lot shall be the responsibility of each owner. Irrigation water to the landscaped lots shall be included in the water rotation agreed to by the Association. The irrigation water is from a private well, the cost of which is included in the homeowners' fees.

3.4 Sign Area

The Association shall maintain entrance signage unless included in an owner's lot.

3.5 Street Parking

Owners shall park vehicles in driveways or garages. Street parking will be enforced by Parma city code.

3.6 Exterior Maintenance

All improvements, including landscaping, shall not 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 the owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damage to property or facilities on or adjoining their lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the owner of said lot, 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 herein. The owner of the offending lot shall be personally liable, and their lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each owner shall pay all amounts due for such work within ten (10) days after receipt of written demand thereof, or the amounts may, at the option of the Board, be added to the amounts payable by such owners as a Regular Assessment.

No temporary structures, including sheds or RVs, shall be used as residences.

ARTICLE IV - USE RESTRICTIONS

4.1 Land Use and Building Type

No lot shall be used except for residential purposes, and no prefabricated, modular, manufactured, or pre-existing homes may be moved upon any lot. Any building constructed on a residential lot shall comply with the setbacks of the City of Parma.

4.2 Size of Residential Structure

The ground floor footprint of any single-family residential structure, exclusive of porches and garages, shall not contain less than 1,092 square feet for a building with one story above ground level, and not less than 1,600 square feet for a multi-level structure above ground level.

4.3 Minimum Exterior Requirements

All residential structures shall have a roof pitch which is not less than a 6/12 pitch, with a 30-year black asphalt shingle style, and at least ten percent (10%) of the front elevation shall be of rock, brick, synthetic stucco, or other masonry product approved by the ARC. The exterior finish of any outbuildings must be compatible with that on the main residential exterior structure, and bright, bold, or very dark hues are discouraged for the exterior application. All plans and colors are to be approved by the developer prior to building. NO on-site storage containers allowed on site for more than 5 days. Full hip roof can be a 4/12 pitch if plans have written approval from the developer.

4.4 Compliance with City Requirements

All improvements must conform to the applicable laws, rules, and regulations of the City of Parma, including but not necessarily limited to applicable zoning ordinance provisions, building codes, electrical codes, and plumbing codes. All permits required in connection with any construction on any lot shall be the obligation of the lot owner and/or the party proposing said improvements.

4.5 Signage

No signage shall be permitted which advertises any home occupation or other business activity. However, a sign advertising the premises for sale shall be allowed, provided it is of a type and size customarily used by professional realtors in the City of Parma and conforms to all applicable city regulations. No commercial billboard or advertising shall be displayed to the public view on or from any lot. All lighted, moving, or flashing signs for any purpose are prohibited.

4.6 Off-Street Parking

Each lot, when improved with a residential structure, shall have a finished, hard surface driveway with sufficient space thereon to park at least two automobiles without encroaching into the adjoining street right of way. In addition, every residential unit constructed on a lot shall have not less than a two-car garage.

4.7 Recreational Vehicles

Recreational vehicles, including but not limited to, boats, mobile homes, trailers, campers,

and snowmobiles, shall be permitted on any lot, provided they are parked and/or stored behind the front yard setback area and are screened from the street.

4.8 Temporary Structures

No trailers, tents, garages, or other outbuildings shall be used as a residence either temporarily or permanently.

No trailers, tents, garages, or other outbuildings shall be used as a residence either temporarily or permanently.

4.9 Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot; however, dogs, cats, and other household pets are allowed provided they are not kept, bred, or maintained for commercial purposes, and provided that the keeper of such pets complies with all city and county laws, rules, and regulations. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of a setback line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structures be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules.

4.10 Antennae

Installation of any exterior protrusions, including satellite dishes or solar collectors, shall require prior HOA approval.

Installation of any exterior protrusions, including satellite dishes or solar collectors, shall require prior HOA approval.

4.11 Exterior Energy Devices

No exterior generators or energy production devices shall be installed without HOA approval.

No exterior generators or energy production devices shall be installed without HOA approval.

4.12 Street Parking

All vehicles must be parked in the driveway or garage. Long-term street parking is prohibited.

4.13 Landscaping

Landscaping of the front yard area shall be completed prior to occupancy of the home. This landscaping shall consist of an underground sprinkler system, sod laid in place in the front yards, a minimum of five (5) shrubs, and at least one (1) tree of a 2 1/2" caliper. The balance of the site landscaping will consist of underground sprinklers and either sod or seeded lawn and shall be completed within 120 calendar days of occupancy. The months of

December, January, and February shall not be counted in the 120-day requirement. No cottonwood trees, Chinese elm trees, or other similar species subject to pest infestation shall be planted on any lot.

4.14 Nuisances

No noxious or offensive activity, including, without limitation, those creating an offensive odor, shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision. Excessive barking of dogs shall be considered a nuisance.

4.15 Garbage and Refuse Disposal

No rubbish, trash, garbage, refuse, or debris shall be placed or allowed to remain on the property except trash kept and maintained within the interior of a unit in sanitary containers. Builders or lot owners are responsible for any trash or damages to sidewalks in the course of construction.

No trash or debris shall be left on any lot except in proper receptacles.

ARTICLE V - THE ASSOCIATION

5.1 Association

As defined in Article I herein above, the Association shall mean and refer to the pheasant run subdivision Homeowners Association, and Idaho non-profit membership corporation vested with the duties and obligations herein imposed upon it.

5.2 Membership

Every owner of a lot or sub-lot within any subdivision, which is under and within the purview of the Declaration, shall be a member of the Association. If title to a lot is held by more than one person, the membership related to that lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the lot is held. There shall be only one membership appurtenant to each lot, and every owner shall be entitled to one membership for each lot owned. At the time of the sale of any lot be declarant to any person or entity, the purchaser thereof shall pay a one-time, nonrefundable fee of two hundred fifty dollars (\$250), to the Association for initial start up costs. There is an additional two hundred fifty dollar (\$250), fee for pressurized irrigation hook up.

5.3 Voting Rights

Each membership shall be entitled to a cast one vote in all elections or other actions in which the members are required or permitted to vote pursuant to the Articles of Incorporation and By-Laws of the Association, except that declarant shall have five (5) votes per lot as provided in the Articles of Incorporation for the subdivision.

5.4 Formation

It is contemplated that simultaneously with the execution and recordation of the Declaration, a homeowners Association will be incorporated and will adopt By-Laws for its governance. To the extent the Articles of Incorporation or By-Laws of the Association conflict with the provisions of the Declaration, the provisions of the Declaration shall control.

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ARTICLE VI - GENERAL PROVISIONS

6.1 Enforcement

The Association, and all owners, shall have the right to enforce, be proceeding at law or in equity, all covenants' conditions and restrictions now or hereafter imposed pursuant to the provision of the Declaration and in accordance with Idaho Code Section 55-115. Failure by any owner to enforce any covenant, conditions or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Enforcement may include imposition of a fine against an owner. The fine must be associated with a cost of the Association to resolve or fix a violation, requires a majority vote of the Board to impose the fine, 30 day's notice via personal service or certified mail to the owner regarding the meeting at which vote will be taken. If an owner begins to resolve the violation in good faith, no fine shall be imposed so long as the owner continues to address the violation in good faith. After compliance with Idaho Code Section 55-115, a fine may become a lien in the same manner as an assessment or special assessment.

6.2 Severability

Invalidation of any one of the covenants, conditions or restrictions herein contained by court or judgment shall in no way affect the validity or effectiveness of any other provisions.

6.3 Amendment

The covenants, conditions and restrictions of the Declaration shall encumber, and run with the title to, all real property now or hereafter made subject hereto, from and after the date this Declaration is recorded in the official records of Canyon County, Idaho, until and

unless terminated and revoked by and instrument signed by the owners of next less than three-fourths (3/4) of the lots or sub-lots within the Subdivision, or any other residential subdivision hereafter placed under and within the purview of the Declaration in the manner hereinafter provided for. Any amendment, termination or revocation shall be effective only upon recordation. Notwithstanding the foregoing as long as the declarant owns at least eight percent (8%) of the lots or land area in the Subdivision, the declarant shall have the right to revoke or amend

this Declaration or any portion thereof without approval of the Association or any lot owner.

This Declaration shall remain in effect until revoked or amended as set forth herein.

DECLARANT

Pheasant Run Subdivision Inc

By: Mick C. Ellis

River Valley Framing

STATE OF IDAHO

County of Canyon

On this 12th day of March, 2025, before me, a Notary Public in and for said state personally appeared Mick C. Ellis

Known or identified to me as the authorized representative of River Valley Framing, and acknowledged that they executed this instrument.

IN WITNESS WHEREOF I have here unto set my hand and fixed my official seal the day and year first above written

[Signature]
Notary Signature

