

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WOOD RIVER MEADOW NO. 2 SUBDIVISION**

**WITNESSETH:**

WHEREAS, Declarations of Covenants, Conditions and Restrictions (hereinafter "Declaration"), and subsequent Amendments of Wood River Meadow No. 2 Subdivision, as found on the official plat thereof on file in Blaine County, Idaho, were recorded in the office of the County Recorder of Blaine County, State of Idaho, on the 14th day of February, 1983 as Instrument No 171721;

WHEREAS, it is the desire of more than fifty percent (50%) of the property owners of said Subdivision to amend the Declaration; and

NOW, THEREFORE, it is hereby declared that all of the property described above 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, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof.

**ARTICLE I  
DEFINITIONS**

1.01. "Owner" shall throughout this declaration mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the Subdivision which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.02. "Lot" shall mean and refer to any tract of land shown on the recorded Subdivision plat of the properties.

1.03. "Declarant" shall mean and refer to BIG WOOD RIVER RANCH, an Idaho limited partnership, and its successors and assigns.

1.04. "Association" shall mean and refer to the Wood River Meadow Homeowners Association for the Wood River Meadow No. 2 Subdivision, Inc., an Idaho non-profit corporation.

1.05. "Subdivision" shall mean the Wood River Meadow No. 2 Subdivision, as described on the official plat of record in the records of Blaine County State of Idaho.

1.06. "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners, described as follows:

Commencing at the North ¼ corner of said Section 1 , thence  
S. 89°43'04"W. 1080.49 feet to an intersection point of the  
westerly boundary of the City of Bellevue, Idaho and the North  
section line of said Section 1 , the real point of beginning, thence  
S. 89°43'04"W 237.90 feet to a 1/ 16 corner. thence  
S . 0°13'18"E 1412.68 feet. thence  
N.71°23'45"E. 675.30 feet to the Southwest corner of the City of Bellevue.  
thence along the westerly city limits line, said line also being  
the westerly boundary line of Wood River Meadow Subdivision #2,  
N. 18°47'W. 1265.81 feet to the real point of beginning.

**ARTICLE II  
PROPERTY RIGHTS**

2.01. Common Area/Owners' Easement and Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) the Association may determine and enforce rules and regulations for the management and use of the common area;
- (b) the right of the association to charge reasonable admission and other fees for the use of any recreational facility situate upon the common area;
- (c) the right of the association to suspend the voting rights and right to use the common area by an owner for any period during which any assessment against his lot remain unpaid; and for a period not exceed sixty (60) days for any infraction of its published rules and regulation; and
- (d) the common area shall not be further subdivided at any time.

2.02. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

3.01. Every owner of a lot which is subject to assessment shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

3.02. The association shall have one class of voting membership. Each lot shall have (1) vote.

### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

4.01. Creation of Lien and Personal Obligation of Assessments. The declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.02. Purpose of Assessments. The assessments levied by the association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area, and of the homes situated upon the properties.

4.03. Maximum Annual Assessment. Until June 1, of the year immediately following the conveyance of the first lot to an owner, the maximum amount annual assessment shall be \$180.00 per lot.

- (a) From and after June, of the year immediately following conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after June 1, of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at any amount not in excess of the maximum.

4.04. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, and for the purposes of collecting attorney's fees and costs for any matter, provided that any such assessment shall have a simple majority (50% plus one vote) of members who are voting in person or by proxy at a meeting duly called for this purpose.

4.05. Notice and Quorum for Any Action Authorized. Written notice of any meeting called for the purpose of taking any action authorized shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be

called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

4.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and will be collected on a monthly basis.

4.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) day in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

4.08. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien upon the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

4.09. Subordination of the Lien to Mortgages or Deeds of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. 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 assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V** **CONSTRUCTION AND ENFORCEMENT**

5.01. Enforcement. The Association and any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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 thereafter.

5.02. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.03. 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 Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty percent (50%) of the lot owners, with one (1) vote per lot. Any amendment must be recorded.

5.04. Choice of Law. This Agreement shall be governed by the law of the State of Idaho.

5.05. Waiver. The partial or complete invalidity of any one of more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

5.06. Attorney's Fees and Costs. Should any Lot or Sublot owner or Association employ an attorney to institute suit to enforce or interpret any provisions of or to protect its interest in any matter arising under the Declaration, the Articles, Bylaws, Rules, or any guidelines adopted pursuant to the Declaration, the prevailing party in such action shall be entitled to an award of their costs and attorney fees, including costs and fees on appeal.

5.07. Headings. The headings given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

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