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CURVE TABLE			
Curve No.	Delta	Radius	Arc
C1	01°14'00"	4220.00'	90.84'
C2	01°16'52"	4220.00'	94.36'
C3	01°01'51"	4220.00'	86.97'
C4	01°12'00"	4220.00'	88.38'
C5	01°00'00"	4220.00'	73.65'
C6	00°16'18"	4220.00'	20.01'
C7	19°00'00"	4250.00'	1409.35'
C8	01°10'00"	4280.00'	87.15'
C9	01°15'00"	4280.00'	93.38'
C10	01°22'04"	4280.00'	102.17'
C11	01°16'04"	4280.00'	20.00'
C12	01°30'00"	4280.00'	112.05'
C13	01°25'53"	4280.00'	106.92'
C14	01°15'00"	4280.00'	93.38'
C15	01°10'00"	4280.00'	87.15'
C16	01°00'00"	4280.00'	74.70'
C17	06°01'15"	1009.02'	106.03'
C18	08°54'04"	1039.02'	161.42'
C19	04°30'00"	1069.02'	83.96'
C20	04°24'04"	1069.02'	82.12'
C21	04°50'00"	1009.02'	85.12'
C22	04°04'04"	1009.02'	71.64'
C23	08°54'04"	1039.02'	161.42'
C24	06°15'17"	1069.02'	116.70'
C25	20°00'00"	180.00'	62.83'
C26	18°40'56"	180.00'	58.69'
C27	98°40'56"	150.00'	258.35'
C28	91°32'46"	120.00'	191.73'
C29	07°08'10"	120.00'	14.95'
C30	01°56'00"	2670.00'	90.09'
C31	00°36'00"	2670.00'	27.96'
C32	14°00'00"	2700.00'	659.73'
C33	04°00'00"	2700.00'	188.50'
C34	01°35'00"	2730.00'	75.44'
C35	01°55'00"	2730.00'	91.32'
C36	00°25'11"	2730.00'	20.00'
C37	01°50'00"	2730.00'	87.35'
C38	01°36'58"	2730.00'	77.00'
C39	02°57'49"	2730.00'	141.21'
C40	04°10'41"	1970.00'	143.65'
C41	05°40'00"	2000.00'	197.80'
C42	02°20'00"	2030.00'	82.67'
C43	01°00'00"	4631.54'	80.84'
C44	01°02'27"	4631.54'	84.14'
C45	00°14'51"	4631.54'	20.01'
C46	00°57'43"	4631.54'	77.76'
C47	00°27'27"	4631.54'	36.98'
C48	05°19'04"	4601.54'	427.08'
C49	01°26'39"	4571.54'	115.23'
C50	01°09'57"	4571.54'	93.02'
C51	00°15'03"	4571.54'	20.01'
C52	01°00'00"	4571.54'	79.79'
C53	00°50'00"	4571.54'	66.49'
C54	10°00'00"	120.00'	20.94'
C55	80°00'00"	120.00'	167.55'
C56	44°59'57"	150.00'	117.81'
C57	45°00'00"	150.00'	117.81'
C58	14°00'00"	180.00'	43.98'
C59	09°09'20"	180.00'	28.76'
C60	89°41'12"	20.00'	31.31'
C61	50°00'00"	60.00'	52.36'
C62	72°00'00"	60.00'	75.40'
C63	29°03'44"	60.00'	30.43'
C64	23°09'20"	180.00'	72.75'
C65	00°48'16"	2030.00'	28.50'
C66	00°42'38"	2000.00'	24.80'
C67	00°36'49"	1970.00'	21.10'
C68	01°55'00"	2030.00'	67.91'
C69	02°27'30"	2030.00'	87.10'
C70	02°15'00"	2030.00'	79.72'
C71	03°45'00"	2000.00'	130.90'
C72	10°15'00"	2000.00'	357.79'
C73	02°17'57"	1970.00'	79.05'
C74	02°20'47"	1970.00'	80.67'
C75	02°20'00"	1970.00'	80.23'
C76	00°34'54"	1970.00'	20.00'
C77	01°10'00"	1970.00'	40.11'
C78	01°10'00"	2030.00'	41.34'
C79	03°00'00"	2030.00'	106.29'
C80	02°40'00"	2030.00'	94.48'
C81	14°00'00"	2000.00'	488.69'
C82	02°40'00"	1970.00'	91.69'
C83	02°35'00"	1970.00'	88.82'
C84	00°45'00"	1970.00'	25.79'
C85	05°30'00"	678.27'	65.11'
C86	07°00'00"	678.27'	82.87'
C87	05°00'00"	678.27'	59.19'
C88	17°30'00"	648.27'	198.00'
C89	12°42'21"	618.27'	137.11'
C90	02°30'00"	659.52'	28.78'
C91	07°55'06"	659.52'	91.15'
C92	10°25'06"	689.52'	125.38'
C93	06°32'29"	719.52'	82.15'
C94	01°55'06"	2030.00'	67.97'

PEPPERWOOD CROSSING SUBDIVISION

DIVISION NO. 3
JEFFERSON COUNTY, IDAHO
LOCATED IN THE SE 1/4 OF SECTION 36, T4N R38E, B.M. #379689

NOTES:

- NOTE 1: This Subdivision falls outside the 500 year Flood Plain as per FIRM Map No. 16051C0375 B.
- NOTE 2: The Basis of Bearing was obtained from Idaho Transportation Department Record of Survey Instrument No. 308924.
- NOTE 3: The intended use of this Subdivision is for Residential Single Family Dwelling Units.
- NOTE 4: All lots to be served by Central Water and Sewer

BOUNDARY DESCRIPTION

A Parcel of Land Situated in Jefferson County, State of Idaho, Township 4 North, Range 38 East of the Boise Meridian, Section 36. More Particularly Described as Follows: Beginning at the Southeast Corner of Section 36, Township 4 North, Range 38 East, B.M.

Thence N00°08'58"W along the East line of Section 36 for a Distance of 1555.60 feet to the True Point of Beginning.

Thence S89°29'15"W for a Distance of 185.00 feet;

Thence S00°08'58"E for a Distance of 235.50 feet to the Northwest Corner of Lot 1, Block 5 of Pepperwood Crossing Subdivision, Division No. 1, Jefferson County, Idaho.

Thence S89°29'15"W along the North Line of said Subdivision for a Distance of 1780.82 feet to the Northwest Corner of Pepperwood Crossing Subdivision Division No. 2;

Thence N00°03'25"W for a Distance of 1321.62 feet to the North line of the North Half (N 1/2) of the South East Quarter (SE 1/4) of Section 36.

Thence N89°31'52"E along said North Line of said North Half (N 1/2) for a Distance of 1963.67 feet to the East Line of Section 36;

Thence S00°08'58"E along said East line for a Distance of 1084.60 feet to the True Point of Beginning, Containing 58.58 Acres More or Less.

PUBLIC UTILITY EASEMENT NOTE

Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

HEALTH DEPARTMENT CERTIFICATE

I Herby Certify that the Sanitary Restrictions Required by Idaho Code Title 50, Chapter 13, have been satisfied based on the DEQ approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water or sewer/septic facilities were constructed. Building construction can be allowed with appropriate building permits if drinking water or sewer facilities have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities or meet the other conditions of DEQ, then sanitary restrictions are in force, in accordance with Idaho Code Title 50, Chapter 13, Section 50-1326, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Raymond Keating REHS E.H.S. No. 242
11 Sept 09 Date

SURVEYOR'S CERTIFICATE

I, Kevin L. Thompson, a Registered Professional Land Surveyor in the State of Idaho, do Herby Certify that the survey of this subdivision, designated as the PEPPERWOOD CROSSING SUBDIVISION, Division No. 3, Jefferson County, Idaho, was made by me or under my direction, and that said subdivision is truly and correctly staked as required by Law and in accordance with the accompanying Plat.

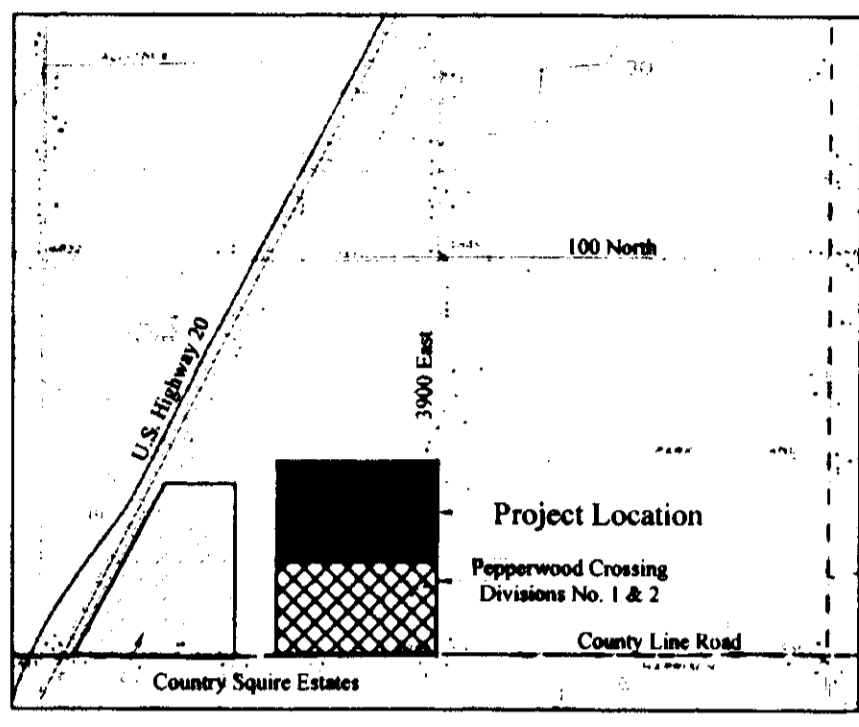


Kevin L. Thompson P.L.S. License No. 10563
3-19-07 Date

EXAMINING SURVEYOR'S CERTIFICATE

I Herby Certify that I have Examined this Subdivision Plat and find it to be Analytically Correct and Acceptable as Required in Section 50-1305 of the Idaho State Code.

Dennis L. Jones P.L.S. License No. 760
3/21/07 Date



VICINITY MAP
(No Scale)

TREASURER'S AND ASSESSOR'S CERTIFICATE

We, the Undersigned County Treasurer and County Assessor in and for the County of Jefferson, State of Idaho, having reviewed this Plat as per the Requirements of Idaho Code 50-1308, do Herby Certify that all County taxes for the Property shown and described on this Plat as being Subdivided, are Current.

Jason Brigg RPO4N3E#7200 Parcel Number
DeAnn Madden 8-1-2007 Date
Jefferson County Assessor Jefferson County Treasurer

OWNER'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS: That I the undersigned, are the Owner of the Tract of Land Included within the Boundary Description Shown Hereon and have caused the same to be Platted into Blocks, Lots, and Streets to be hereafter known as the PEPPERWOOD CROSSING SUBDIVISION, Division No. 3, Jefferson County, Idaho and I do hereby dedicate to the Public all streets and Right-of-Ways as shown hereon. The Easements shown hereon are not dedicated to the public but the right to use said Easements are hereby perpetually reserved for Public Utilities or for any other use designated on the Plat. I also Certify that the Lots Shown on this Plat will be Served by a Central Water System.

In Witness Whereof the Undersigned Have Duly Signed this Certificate this 9th Day of SEPTEMBER, 2008

Landmark Development Properties L.L.C.

Jim Bernard
Jim Bernard - Managing Member

ACKNOWLEDGMENT

State of Idaho) SS.
County of Jefferson)

On this 9th Day of SEPTEMBER, in the Year of 2008 before me Kevin L. Thompson, Personally Appeared JIM BERNARD, Known or Identified to me to be the managing member of Landmark Development Properties L.L.C., whose names are subscribed to the within Instrument, and Acknowledged to me that they executed the same.



Notary Public: Kevin L. Thompson
My Commission Expires on: 6-27-2014

LINE TABLE		
Line No.	Bearing	Distance
L1	S45°08'58"E	28.28'
L2	N44°51'02"E	28.28'
L3	S00°08'58"E	20.00'
L4	N49°37'54"W	28.18'
L5	S39°19'11"W	27.87'
L6	N45°08'58"W	65.00'
L7	N89°51'02"E	20.00'
L8	N39°45'59"E	28.29'
L9	N48°48'01"W	29.01'
L10	S89°29'14"W	30.19'
L11	S89°29'16"W	30.18'
L12	N89°31'52"E	30.00'
L13	N36°59'20"W	27.31'
L14	N52°33'09"E	29.44'
L15	N89°51'02"E	60.00'
L16	N89°31'52"E	20.00'
L17	S37°36'21"W	27.79'
L18	S52°16'08"E	28.82'
L19	N00°08'58"W	10.52'
L20	N00°08'58"W	10.69'
L21	N00°08'58"W	10.86'

C.L. ROAD CHORDS		
Line No.	Bearing	Distance
C66	N07°11'43"W	24.80'
C71	N05°40'32"W	130.88'
C72	N01°19'28"E	357.32'
C81	N00°33'02"W	487.48'
C88	N01°11'58"E	197.23'
C92	N04°44'25"E	125.21'
C41	N83°21'58"E	197.72'
C33	N82°31'58"E	188.46'
C32	S88°28'02"E	658.09'
C27	N49°11'30"E	227.58'
C48	N02°48'30"W	426.93'
C56	N22°21'03"E	114.80'
C57	N67°21'02"E	114.80'
C7	S89°33'02"E	1402.90'
C18	N04°36'00"W	161.25'
C23	N04°36'00"W	161.25'

SURVEYOR
Kevin L. Thompson, P.L.S.
215 Farnsworth Way
Rigby, ID. 83442
(208) 745-8771

LAND DEVELOPER
Jim Bernard
3894 East 200 North
Rigby, ID. 83442
(208) 745-7979

WATER RIGHTS STATEMENT

Water rights and assessment obligations are not appurtenant to the lands included within this plat.

RECORDER'S CERTIFICATE

I Herby Certify that the Foregoing Plat of the PEPPERWOOD CROSSING SUBDIVISION, Division No. 3, Jefferson County, Idaho, was Filed for Recording in the office of the Recorder for Jefferson County on this 21st Day of September, 2007, at 10:35

Instrument Number: 379689
Jefferson County Recorder: Christine Baulton

COUNTY APPROVAL

The Foregoing Final Plat was Duly Accepted and Approved by Jefferson County, Idaho, by Resolution Adopted this 8 Day of December, 2008

Brett Olavson
County Commissioner Chairman

PLANNING AND ZONING COMMISSION

The Foregoing Final Plat has been Approved by the Jefferson County Planning and Zoning Commission

M. W. Z. Cah 7 Nov 2008 Date
Chairman

TE THOMPSON ENGINEERING, INC.
CONSULTING ENGINEERS
RIGBY, IDAHO 83442

FINAL PLAT			
LOCATED IN THE SE 1/4 OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 38 EAST, JEFFERSON COUNTY, IDAHO			
Project Name:	Jim Bernard	Scale	N/A
Job Number:	2004-53		
CoGo File:	BernardJim(CntyRoad)		
Date	March 19, 2007	Sheet	Of
Surveyor	K.L.T.	1	2
Drawn By:	J.W.T.		

ACREAGE

Total Subdivision	58.58 Acres
135 Total Lots	46.88 Acres
5 Common Lots	2.51 Acres
Dedicated County Road	11.70 Acres

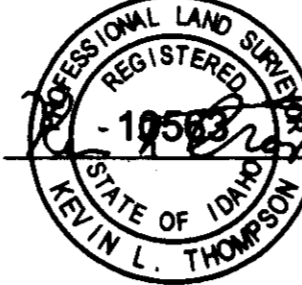
TE THOMPSON ENGINEERING, INC.
CONSULTING ENGINEERS
RIGBY, IDAHO 83442

- LEGEND**
- Set 5/8" X 30" Iron Rod w/Plastic Cap No. 10563
 - Set 1/2" X 24" Iron Rod w/Plastic Cap No. 10563
 - Found 5/8" X 30" Iron Rod w/Plastic Cap No. 10563
 - Found 1/2" X 24" Iron Rod w/Plastic Cap No. 10563
 - Adjacent Property Line
 - 12' Utility Easement Unless Noted Otherwise

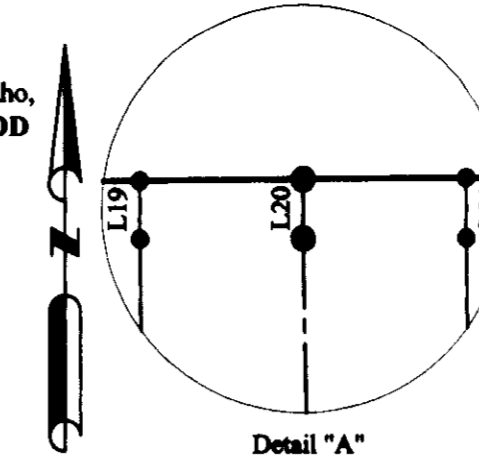
NOTES:
NOTE 1: This Subdivision falls outside the 500 year Flood Plain as per FIRM Map No. 16051C1650C.
NOTE 2: The Basis of Bearing was obtained from Idaho Transportation Department Record of Survey Instrument No. 308924.
NOTE 3: The intended use of this Subdivision is for Residential Single Family Dwelling Units.
NOTE 4: All lots to be served by Central Water and Sewer.

SURVEYOR'S CERTIFICATE

I, Kevin L. Thompson, a Registered Professional Land Surveyor in the State of Idaho, do hereby certify that the interior monuments for this plat, designated as **PEPPERWOOD CROSSING SUBDIVISION, Division No. 2**, Jefferson County, Idaho, will be set in accordance with Section 50-1303, Idaho Code, on or before October 1, 2010.



P.L.S. License No. 10563 Date 9-12-09



FINAL PLAT

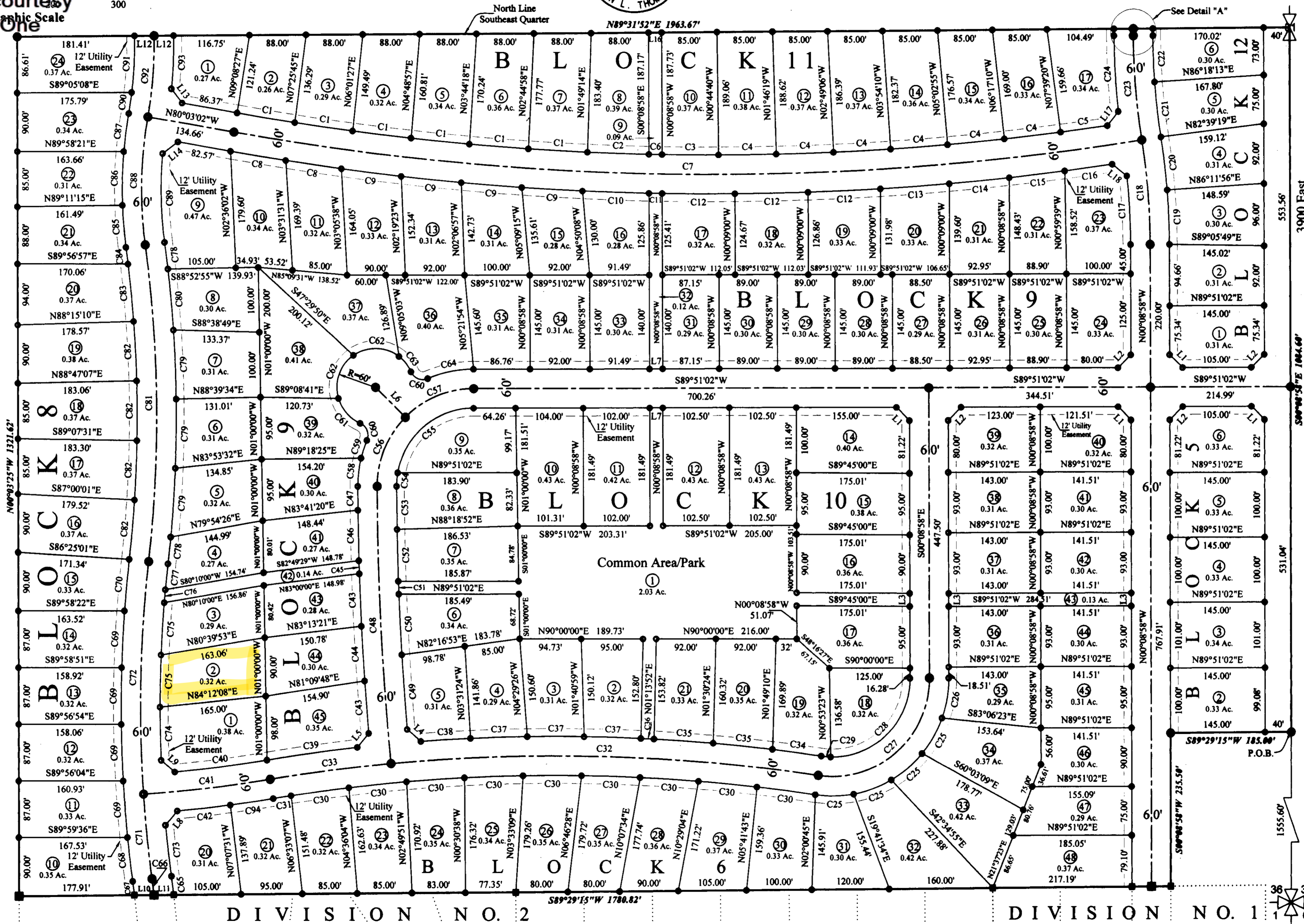
LOCATED IN THE SE 1/4 OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 38 EAST, JEFFERSON COUNTY, IDAHO

Project Name:	Jim Bernard	Scale	1" = 100'
Job Number:	2004-53	Sheet	2
CoGo File:	BernardJim(CntyRoad)	Of	2
Date	March 19, 2007		
Surveyor	K.L.T.		
Drawn By:	J.W.T.		

This document provided courtesy of TitleOne

PEPPERWOOD CROSSING SUBDIVISION
DIVISION NO. 2

JEFFERSON COUNTY, IDAHO
LOCATED IN THE SE 1/4 OF SECTION 36, T4N R38E, B.M.



R.R. Spike
Inst. No. 289840

3900 East

531.56'

531.04'

1555.60'

5/8" Rod w/Al. Cap
Inst. No. 269931

DIVISION NO. 2

DIVISION NO. 1

**PROTECTIVE COVENANTS, CONDITIONS,
AND RESTRICTIONS**

FOR

**PEPPERWOOD CROSSING
SUBDIVISION DIVISION # 3**

Microfilm No. 477049
11-14-2022
At 4:13 O'Clock P M
COLLEEN C. POOLE
Jefferson Co. Recorder
Fee \$ 46.00 Deputy
Recorded at Request of Dawson Bernard

KNOW ALL MEN BY THESE PRESENTS:

J & L Holdings, LLC, (Grantor), is the owner of all that certain real property situated within Jefferson County, Idaho and described as follows.

Grantor intends to develop and improve the above described property into a residential subdivision known as the Pepperwood Crossing Subdivision #3 with new Lots all in accordance with the final recorded plat for Jefferson County, Idaho; and

Grantor desires as a part of a general plan for the benefit and protection of the owners of the Lots within said property to provide for certain use covenants, conditions, and restrictions which shall govern and control the use and enjoyment of the Lots within said property; and

In order to protect Grantor's interests and the interests of all subsequent Lot owners and insure the uniform, harmonious and desirable development, use, occupancy, and improvement of the property, Grantor hereby certifies and declares that all or any portion of the Lots in the property shall, upon conveyance by Grantor, be owned, held and enjoyed by the respective grantees, their heirs, successors, and assigns, subject to the following covenants, conditions, and restrictions.

1. Land Use and Improvements. Each Lot shall be used solely for residential purposes. Each Lot will be improved with one single family dwelling not to exceed two stories in height. Each residence on each Lot shall have an attached two car garage. All residences shall be constructed and maintained in a manner that their appearance shall be consistent in color, texture, landscaping, and any fencing. The following restrictions shall apply to any improvement on each Lot.
 - A. Each residence, excluding basement and open porches and attached garage, shall have a minimum of 1250 square feet of indoor floor area. For a split level residence, the combined area of the top and next to the top level exclusive of open porches and garage, shall be no less than 1300 square feet. For a two story home, it must be a minimum of 1000 square footage of living space on the ground level not including garage. The attached garage for each residence must have a minimum of two stalls with doors.



- B. Building setbacks must meet current county codes.
- C. Sidewalks on each Lot shall be installed in accordance with Jefferson County building requirements prior to issuance of a certificate of occupancy and must be 5' wide.
- D. No external antennas shall be permitted on any residence or Lot, except any antenna required for and a component of a satellite dish.
- E. No illegal, noisome, offensive, nuisance, or obnoxious activity shall be conducted or engaged in on any Lot or in any residence on any Lot.
- F. Each Lot and each residence on each Lot shall be maintained in good and habitable condition. No refuse or waste of any nature shall be allowed to accumulate on any Lot. Each owner shall maintain his or her Lot in a clean, orderly and harmonious manner; grass shall be mowed and all clippings either mulched or bagged and, together with any other yard debris, swept off any common roadway. Each owner shall maintain the exterior of his or her residence in a clean and orderly manner. Failure of any owner to maintain the exterior of a residence in accordance with this paragraph will result in the Pepperwood Crossing Subdivision Homeowners Association (HOA) mailing to the owner and posting upon the Lot written notice of the specific failure and granting sixty (60) days for the owner to remedy the failure and, in the event the owner fails to remedy the failure within said sixty (60) days, the HOA may cause the maintenance to be performed and bill the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred. Failure of any owner to maintain the Lot in accordance with this paragraph will result in the HOA mailing to the owner and posting upon the Lot written notice of the specific failure and granting thirty (30) days for the owner to remedy the failure and, in the event the owner fails to remedy the failure within said thirty (30) days, the HOA may cause the maintenance to be performed and bill the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred.
- G. Any fence installed on any Lot shall be done in accordance with all codes, regulations, land building permits of any applicable local governing authorities. Provided, any owner maintaining a pet or pets outside the residence shall be required to erect a fence or other full enclosure for such pets. All fencing must be approved by the architectural control committee.
- H. No signs of any kind shall be displayed to public view on any Lot or from within a residence or other improvement on any Lot except for advertising the Lot for sale, or a sign used by the builder to advertise the property during construction of a residence on a Lot.



- I. All property shall have a parking surface apron from the garage to the street and must consist of a hard surface material such as concrete or asphalt.

2. **Homeowners Association.** Each Lot Owner, upon the recording of a deed granting title to said Owner, shall become a member of the Pepperwood Crossing Subdivision Homeowners Association (HOA). Each Lot, regardless of the number of owners of record or otherwise for that Lot, shall be entitled to one vote for all voting requirements in the HOA. Voting rights shall be determined by the Lot Owner(s) identified on deeds of record existing at the time of any vote. Any unresolved disagreement by Lot Owners regarding their vote, shall be determined to be a neutral vote for all balloting purposes. Until 100 or more Lots are sold, the HOA shall be managed and controlled by the Initial Board of Directors selected by Grantor. After 100 or more Lots have been sold, the Lot owners shall manage and control the HOA. Separate bylaws exist for the management of the HOA.

The HOA shall have all the powers of a nonprofit corporation organized under the laws of the state of Idaho, and may do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the common areas and the performance of the other responsibilities including without limitation those set forth in the following subsections. The HOA has the authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the HOA nor the members of its Board or any committee member shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

A. *General Assessment.* The HOA shall have power to levy assessments (annual, special and limited) on the Owners of Lots and to force payment of such assessments, including the filing of a lien against a Lot for unpaid assessments, all in accordance with the provisions of these covenants. The regular assessment levied by the HOA shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the common area, and to pay the and other financial obligations of the HOA. The HOA shall have the right to assess annually, or more frequently as the HOA board may determine, a fee for each Lot to cover all HOA maintenance obligations. Initially, the annual general assessment shall be in the minimum amount of \$240.00 per Lot. Annual general assessments are due January 1 of each year. A Lot owner may pay the annual assessment through semi-annual payments of \$120.00. Any unpaid assessment shall become a lien upon the nonpaying Lot. The annual assessment for a newly purchased Lot will be prorated as of the date of purchase of said Lot.

- i. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Lot Owners as provided below.
- ii. From and after January 1 of the year immediately following the



- conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of three-fourths (3/4) of the Lot Owners, at a meeting duly called for this purpose.
- B. *Special Assessment.* In addition to the general assessment, the HOA may, in any assessment year, levy a special assessment applicable to that 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, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of the Lot owners, either in person or by proxy at a meeting duly called for such purpose.
- C. *Limited Assessment.* A limited assessment may be levied against any Owner in an amount equal to the costs and expenses incurred by Grantor or the HOA, including, without limitation, legal fees, whether or not suit has been filed, for any corrective action taken by Grantor or the HOA resulting from any intentional or negligent act or omission by any Owner or the occupant of such Owner's Lot, or the agents, contractors or employees thereof. Such costs and expenses shall include, without limitation, costs and expenses incurred by the HOA in taking any corrective action authorized by these covenants, for the repair and replacement of common area or other property owned or maintained by Grantor or the HOA, and for landscaping performed by Grantor or the HOA which should have been but was not performed by such Owner.
- D. *Enforcement.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12.0%) per annum. The HOA may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose its lien against 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 such Owner's Lot.
- E. *Accounts.* The HOA shall establish the necessary banking accounts to provide properly for the receipt and deposit of assessments and payment of operation and maintenance expenses. Overall superintendence of these funds shall be the responsibility of the treasurer of the HOA.
- F. *Insurance.* The HOA shall obtain from reputable insurance companies authorized to do business in the state of Idaho and maintain in effect the following policies of insurance:
- i. Comprehensive public liability insurance insuring the Board, the



HOA, Grantor, and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and use of the common area or other property owned or managed by the HOA with a general limit of liability in the amount of not less than \$1,000,000.00.

ii. Such other insurance including worker's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the HOA functions or to insure the HOA against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any HOA funds or

other property.

iii. The HOA shall be deemed trustee of the interest of all Lot Owners in any insurance proceeds paid to it under such policies and shall have full power to receive their interests in such proceeds and to deal therewith.

iv. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the HOA.

3. **Architectural Control.** No improvement, residence, building, fence, wall, or structure shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the location of the structure have been approved as to quality of workmanship, design and style elements, aesthetic conformance to the area and other residences, color, material and color harmony of external design with existing structures, and as to location with respect to topography, drainage, setbacks, utility easements, finish grade elevation, and landscaping by the Architectural Control Committee. Grantor shall appoint the initial Architectural Control Committee. After 110 or more Lots are sold, the owners shall select by vote at least three and no more than five Lot owners to serve as the Architectural Control Committee.

- A. ***Approval.*** The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove proposed plans within 30 days after written plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
- B. ***Variances.*** The Architectural Control Committee shall have the option of permitting variances to the building restrictions where size and shape of lot or topography make strict application of the restrictions impractical or difficult. The prime concern of the Committee will be that design, finish, and location harmonize with and complement the natural environment to the fullest extent practicable. Requests for variances shall be made to the Committee in writing



and the Committee's decision shall be made in writing within thirty (30) days of the request. In the event the Committee, or its designated representative, fails to approve or disapprove proposed plans within 30 days after written plans and specifications have been submitted to it, approval will not be required, and the requested variance shall be deemed to have been granted.

- C. *Compliance.* Any question of dispute as to whether a particular Lot is being used within these restrictions shall be submitted to the Architectural Control Committee. The Committee shall make its determination within 30 days. The Committee's approval or disapproval shall be in writing.
- D. *Finality.* The Architectural Control Committee's decision shall be final and binding.
- E. *Non-Liability of Committee Members.* Neither the Architectural Control Committee, nor any member thereof, shall be liable to Pepperwood Crossing Homeowners Association or to any Lot owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the entire development generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finished, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building or other codes.

4. Landscaping. All landscaping shall have underground sprinkler systems installed; all landscaping to the front and sides of the residence shall be completed at the time construction of the residence is finished or immediately as weather permits, whichever is sooner. All landscaping in the back of the residence must be completed within one year from the date of completion of the residence. Each owner of each Lot shall at his or her own cost install all landscaping for the Lot. Failure to complete installation of all grass for the yard(s) on a Lot within one-year from the date of completion of the residence will result, without notice to the Owner, in the HOA causing installation of all grass for the yard(s) on the Lot and billing the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred.

5. Well Water And Septic Tanks: No individual wells or septic systems are allowed on any lot. All lots shall have a central water and sewer system provided by the Developer and included as part of the lot. Rocky Mountain Utilities Company, Inc. will provide water service to lot owners within 5' of property line at a Public Utilities Commission monthly rate. Lot owner will be responsible to pay Rocky Mountain Utilities Company, Inc. a monthly



septic system rate. Rocky Mountain Utilities Company will Maintain and repair all sewer and water systems up to Homeowners property line, Homeowners will be responsible for installing septic tank and line on individual lots. Local permitting must be obtained. Lot owner shall be required to pay a utilities hook-up fee. Rocky Mountain Utilities Company will require proof of inspection or pumping of tank on their property every 5 years.

6. Commercial Activity. No commercial activity of any nature, kind, or degree shall be permitted on any Lot or within any residence on any Lot. Without limitation, Commercial Activity for purposes of these covenants includes child day care, massage, pre-school, hair salon, barbering, animal breeding, telemarketing, or any other type of home-based business creating or inviting vehicular or foot traffic onto a Lot. Commercial Activity does not include home-based businesses operated solely by the resident owner(s) of a Lot, without any other onsite employees, and conducted through electronic means from inside the residence without creating or inviting vehicular or foot traffic onto a Lot.

7. Pets. Household pets may be kept and maintained in the residence on each Lot and must be enclosed by fence upon the Lot. All pet enclosures shall be appropriately screened and maintained in a sanitary condition. For purposes of this paragraph, household pets are exclusively defined as dogs and cats. Under no circumstances shall any cattle, swine, goats, sheep, horses, or any other animals be kept or maintained on any Lot. Chickens and birds intended for food or eggs, shall be allowed but no roosters are permitted. All birds must be contained within the owner's property boundaries. Owners of pets shall be strictly liable for all damage caused by a loose or roaming pet. No animal shall be kept on a Lot if it constitutes a nuisance, or is unreasonably bothersome, to other Lot Owners. Each Owner who takes a permitted pet into a common area shall always maintain control of such pet. No vicious or aggressive pets of any type or nature shall be allowed. No commercial breeding of pets shall be allowed. Each Lot owner shall be responsible to remove immediately all fecal waste left by a pet on any common area. No Lot owner shall allow any pet to urinate or defecate on another Lot.

8. Easements. Grantor reserves easements for installation and maintenance of utilities, irrigation and drainage facilities as shown on the recorded plat.

9. Common Area Maintenance. Maintenance of all common areas shall be the responsibility and at the cost of the HOA. Specifically, the HOA shall maintain the entrance way, the Community Park as shown on the plat, and other common areas within the Subdivision.

10. Waste. Each Lot owner shall contract with a local garbage collection service for the regular removal of garbage and refuse from the Lot. All garbage must be kept in a garage until the scheduled garbage day. No Lot owner shall keep or maintain any burn barrels or similar containers. No refuse, trash or garbage shall be maintained on any Lot.

11. Temporary Residences and Recreational Vehicles: No structures of temporary character, recreational vehicle, camper unit, or trailer may be used on the property for a period in excess of (90) days in a calendar year. No tent, shack, garage, barn or the like, or other



outbuilding or structure erected or placed on the property shall, at any time, be used as a residence, either temporarily or permanently; except temporary, recreational camping by family members and guests, on a non-commercial and non-offensive basis, is allowed for a time period no to exceed two (2) weeks. Guests and visitors may temporarily, for a time period not to exceed two (2) weeks, park recreational vehicles on an owner's lot, but no commercial rental of space for such vehicles may be undertaken.

12. **Compliance.** Any question or dispute as to whether a particular Lot or residence is in violation of these restrictions shall be submitted to the Board of Directors of the Pepperwood Crossing Subdivision Homeowner's Association. The Board shall make its determination within thirty (30) days of the date a question was submitted. Its determination shall be final and binding upon the owner(s). The Board's decision shall be in writing
13. **Non-Liability of Homeowners Association Members.** Neither the Board of Directors for, the Pepperwood Crossing Subdivision Homeowners Association, nor any member thereof, shall be liable to the Pepperwood Crossing Subdivision Homeowners Association or to any Lot owner for any loss, damage or injury arising out of or in any way connected with the performance of the Association's duties, unless due to the willful misconduct or bad faith of the Association or its Board of Directors.
14. **Duration.** These covenants are to run with the land and shall be binding on all Lot owners and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 60% of the then owners of the Lots has been recorded amending said covenants in whole or part.
15. **Enforcement.** Enforcement of these covenants shall be by proceeding at law or in equity against any Lot Owner violating or attempting to violate any covenant, by any Lot Owner claiming such violation, or by the Pepperwood Subdivision Homeowners Association, either to restrain violation or to recover damages. In the event legal action is taken to enforce any covenant, the prevailing party shall be awarded its costs and reasonable attorney fees.
16. **Severability.** Invalidation of any one of these covenants by judgment or court order shall be in no wise effective on any of the other provisions, which shall remain in full force and effect.
17. **Amendment.** These covenants may be amended only as provided in this paragraph. So long as Grantor owns any of the Lots, these covenants may not be amended unless Grantor and 50% of the other Lot owners agree. At such time as Grantor owns no Lots, these covenants may be amended by the vote of 60% of the Lot owners.
18. **Lien Procedure.** If any Lot owner shall fail or refuse to make any required payment of an assessment authorized by these covenants, the amount of any unpaid assessment




together with interest at the rate of 12.0% per annum shall, upon written notice from the Board delivered to the Lot owner by personal service or by certified mail to the address of said Lot owner as shown on the deed of record for said Lot, become immediately due and payable as of the date of service of the notice and shall constitute a lien on the Lot of such owner. The Pepperwood Subdivision Homeowners Association shall have the right to record a lien against any nonpaying Lot owner and shall have the right to maintain an action to foreclose any such lien and there shall be added to the amount of the judgment in any such action all costs, interest, and attorney fees.

19. Rules of Pepperwood Crossing Homeowners Association. Attached as Exhibit B and incorporated here by reference is an Addendum outlining the Rules of the HOA. Said Addendum may be amended from time as the Board may deem appropriate and each Addendum shall be dated with its effective date and signed by the Board.
20. Governing Law. The laws of the State of Idaho shall govern all application and construction of these covenants.

Dated this 10th day of November, 2022

J & L HOLDINGS, LLC

By: 
P Lynn Dixon, Managing Member



STATE OF IDAHO)
) ss.
County of Jefferson)

On this ¹⁴~~9~~ day of ^{Nov, 2022}~~May~~, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~James J Bernard~~ ^{James J Bernard}, known or proved to me to be a member of J & L Holdings, LLC, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same with authority on behalf of said company.

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

Notary Public for Idaho

Commission expires:

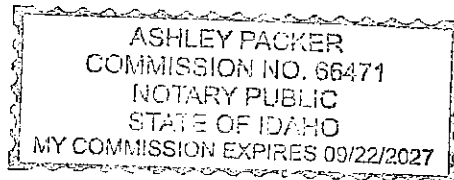


EXHIBIT A
LEGAL DESCRIPTION
Pepperwood Crossing Subdivision
Division No. 3

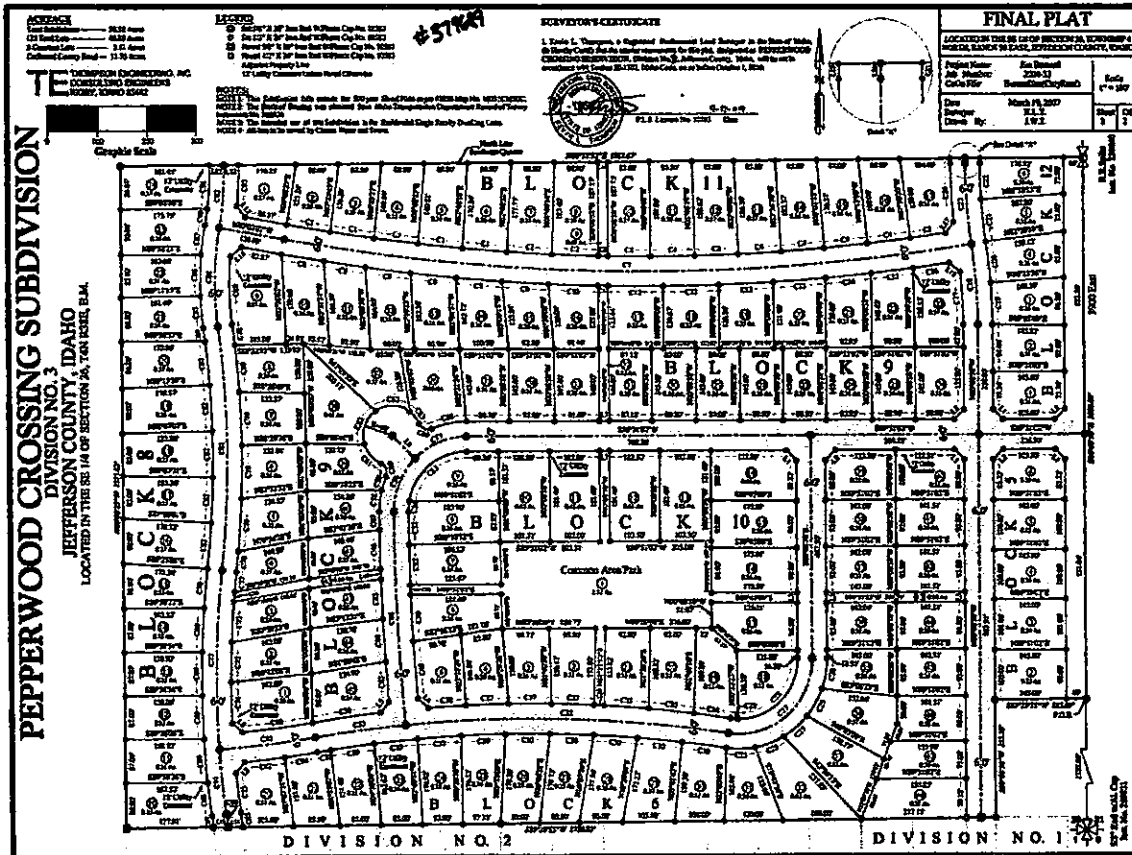


EXHIBIT B

ADDENDUM TO PROTECTIVE COVENANTS FOR PEPPERWOOD SUBDIVISION DIVISION #3

RULES OF THE HOA

1. The HOA has the power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the HOA deems reasonable (“HOA Rules”). The HOA Rules shall govern the use of the common area by the Owners, families of an Owner, or by an invitee, licensee, lessee, or contract purchaser of an Owner, provided, however, the HOA Rules may not discriminate among Owners and shall not be inconsistent with the covenants, the articles of incorporation, or the bylaws. In the event of any conflict between (i) any HOA Rule and (ii) any provision of the covenants, the articles, or the bylaws, the HOA Rules shall be deemed superseded by the provisions of the covenants, articles, or bylaws to the extent of any such conflict. A copy of the HOA Rules, as they may from time to time be adopted, amended or repealed, may, but need not be mailed or otherwise delivered to each Owner. HOA Rules may be enforced against any Owner.

2. The HOA or any person authorized by the HOA may enter upon any Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the HOA.

3. The HOA is authorized 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 of the common area or the preservation of the health, safety convenience and welfare of the Owners, or for the purpose of constructing, erecting, operating or maintaining:

- Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes.
- Public sewer, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
- Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements, and rights-of-way are hereby expressly reserved to the HOA.

4. The HOA Board may make, establish, promulgate, amend and repeal the HOA Rules.



5. The failure of any Lot Owner to comply with any provision of the covenants is hereby declared a nuisance and will give rise to a cause of action for recovery of damages or for negative or affirmative injunctive relief or both.

6. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the subdivision is hereby declared to be a violation of the covenants and subject to any or all the enforcement procedures set forth in the Covenants together with any or all enforcement procedures in law and equity.

AMENDMENTS TO THE PROTECTIVE COVENANTS FOR PEPPERWOOD CROSSING SUBDIVISION

Pursuant to the "General Provisions" under the "Amendment" for the "Protective Covenants for Pepperwood Crossing Subdivision", which were recorded as Instrument # 347010, in the records of Jefferson County, Idaho, the undersigned owner of said Subdivision, hereby changes, modifies, and amens said Protective covenants as follows:

1. Under the heading "**Article IV, 4.2 Animals and Agricultural Usages**", page 3 , Paragraph 2 sentence 1 will now read as follows: At this time Livestock or horses can be kept or maintained on Property including the following may be allowed with each dwelling residence: (1.) each family actually residing in a house on a lot shall be allowed no more than three household pets, and all household pets shall be in an enclosure or under control at all times . All pets shall be maintained in such a way that they shall not become offensively odorous or noisy to any owner of the Property. Under no circumstances shall any swine, goats, chickens or sheep be permitted to be kept or maintained on the Property. All household pets shall be kept in an enclosure or on a leash, kennel or fenced area. Under no circumstances shall any animals be bred and/ or maintained on the property for any commercial purpose. Dog or Pet houses. Dog or pet houses are allowed provided that both the dog or pet house and its surroundings are kept in a neat and orderly fashion. Dog runs, pens and kennels are not permitted unless approved by the Committee or Association.

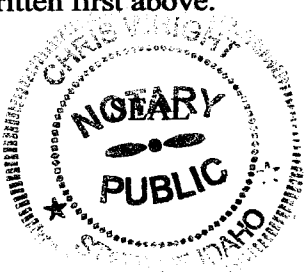
IN WITNESS of the above amendments, the undersigned has hereunto set its hand in agreement to said " Amendment To The Protective Covenants for the Pepperwood Crossing Subdivision".

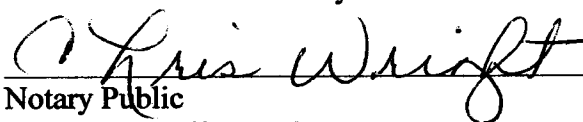
Microfilm No. 391546
5-13-2011
At 9:51 O'Clock A M
CHRISTINE BOULTER
Jefferson Co. Recorder
Fee \$ 10.00 Deputy
Recorded at Request of Chris Wright
State of Idaho
County of Jefferson)


LandMark Development Properties, LLC
Jim Bernard, Registered Agent & Manager

On this 11 day of May, 2011, before me the undersigned , A notary Public in and for said State, personally appeared Jim Bernard, Known to me to be the person whose name is subscribed to the within instrument as the registered agent of LandMark Development Properties, LLC, and acknowledged to me that he executed the same.

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




Notary Public
Residing at Jefferson Co.
Commission Expires: 01-26-13



This document provided courtesy of TitleOne

AMENDMENTS TO THE PROTECTIVE COVENANTS

For the
PEPPERWOOD CROSSING SUBDIVISION

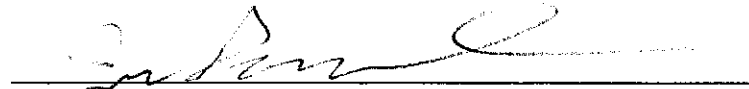
Pursuant to the "General Provisions" under the heading, "Amendment" for the "Protective Covenants for the Pepperwood Crossing Subdivision, which were recorded as Instrument # # 347010 _____, in the records of Jefferson County, Idaho, the undersigned owner of at least seventy-five percent (75%) of the lots of said Subdivision, hereby changes, modifies, and amends said Protective Covenants as follows:

- 1. Under the heading, "Article III, 4.6 Well Water & Septic Tanks", page 5 shall have a new heading and read as follows:

4.6 Water and Sewer Systems: No individual wells or septic systems are allowed on any lot. Rocky Mountain Utilities Company, Inc., a wholly owned subsidiary of the Developer ("RMUC"), its successors or assigns, shall operate the central culinary water and sanitary sewer systems which serve each developed lot located within the boundaries of the Property. RMUC will provide culinary water and sanitary sewer service to within five (5) feet of the property line of each lot at or before the start of construction of a residence on the lot. The initial connection fee and monthly charges for culinary water and sanitary sewer services shall be as determined by RMUC based on the Developer's predetermined schedule for amortizing the cost of installing the two systems on the Property, the costs of operation, and an equipment and facilities replacement reserve, all of which shall be subject to approval by the Idaho Public Utilities Commission, if applicable. The monthly charges for sewer and water services will be adjusted periodically to reflect cost increases due to inflation. A schedule of fees and billing and payment information procedures will be sent to the owners of developed lots or lots under development and will be periodically updated ("Schedule of Fees"). Failure to pay monthly water and sewer service charges when due will result in the assessment of interest charges as determined by RMUC in its Schedule of Fees and may be secured by filing and enforcing a service lien against delinquent lots and shut of water & sewer services as permitted by state law.

RMUC will maintain and repair all sewer and water systems up to homeowners property line. Homeowners will be responsible for installing a sewage holding tank and connecting lines on individual lots. The holding tank will be emptied by a licensed septic tank pumping service as needed, and shall be inspected not less than once every five (5) years, with the results of such inspections provided to RMUC as soon as they are available.

IN WITNESS of the above amendments, the undersigned has hereunto set its hand in agreement to said "Amendments To The Protective Covenants For The Pepperwood Crossing Subdivision".



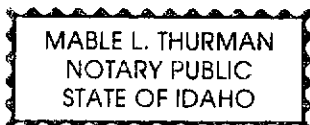
Landmark Development Properties, LLC
Jim Bernard, Registered Agent & Manager

State of Idaho)
County of Jefferson)

On this 18th day of December, 2006, before me the undersigned, A Notary Public in and for said State, personally appeared Jim Bernard, known to me to be the person whose name is subscribed to the within instrument as the registered agent of LandMark Development Properties, LLC, and acknowledged to me that he executed the same.

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

SEAL



Mable L. Thurman
(42894)
Notary Public
Residing at) Right
Commission Expires: 9-20-2010 4:57 O'Clock P M

367559
Microfilm No. 4-16-08
Idaho
Fee \$ _____ Deputy
Recorded at Request of Landmark Dev.

CHRISTINE COULTER

Jefferson Co. Recorder 3008
Recorded at Request of Landmark Dev.

Rerecording to fix error in Notary

This document provided courtesy of TitleOne

Instrument # 485541
RIGBY, JEFFERSON, IDAHO
5-29-2024 02:25:38 PM No. of Pages: 2
Recorded for: AUBREY PINGRY
COLLEEN C. POOLE Fee: 13.00
Ex-Officio Recorder Deputy
Index to: PROTECTIVE COVENANTS AMENDED

AMENDMENTS TO THE PROTECTIVE COVENANTS
For the
PEPPERWOOD CROSSING SUBDIVISION DIV. #3

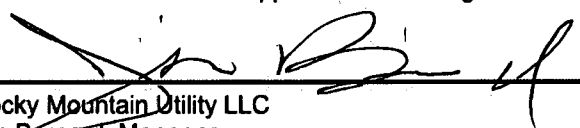
Pursuant to the "General Provisions" under the heading, "Amendment" for the "Protective Covenants" for the Pepperwood Crossing Subdivision, which were recorded as Instrument # 477049 in the records of Jefferson County, Idaho, the undersigned owner of at least seventy-five percent (75%) of the lots of said Subdivision, hereby changes, modifies, and amends said Protective Covenants as follows:

Under the heading, "Well Water & Septic Tanks" Section 5, page 6 shall have a new heading and read as follows:

5. Water Water and Septic Tanks: No individual wells or septic systems are allowed on any lot. Rocky Mountain Utilities Company, Inc., a wholly owned subsidiary of the Developer ("RMUC"), its successors or assigns, shall operate the central culinary water and sanitary sewer systems which serve each developed lot located within the boundaries of the Property. RMUC will provide culinary water and sanitary sewer service to within five (5) feet of the property line of each lot at or before the start of construction of a residence on the lot. The initial connection fee and monthly charges for culinary water and sanitary sewer services shall be as determined by RMCU based on the Developer's predetermined schedule for amortizing the cost of installing the two systems on the Property, the costs of operation, and an equipment and facilities replacement reserve, all of which shall be subject to approval by the Idaho Public Utilities Commission, if applicable. The monthly charges for sewer and water services will be adjusted periodically to reflect cost increases due to inflation. A schedule of fees and billing and payment information procedures will be sent to the owners of developed lots or lots under development and will be periodically updated ("Schedule of Fees"). Failure to pay monthly water and sewer service charges when due will result in the assessment of interest charges as determined by RMUC in its Schedule of Fees and may be secured by filing and enforcing a service lien against delinquent lots and shut off of water & sewer services as permitted by state law.

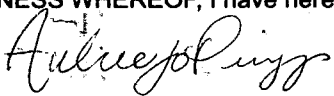
RMUC will maintain and repair all sewer and water systems up to homeowners property line. Homeowners will be responsible for installing a sewage holding tank and connecting lines on individual lots. The holding tank will be emptied by a licensed septic tank pumping service as needed, and shall be inspected not less than once every five (5) years, with the results of such inspections provided to RMUC as soon as they are available.

IN WITNESS of the above amendments, the undersigned has hereunto set its hand in agreement to said "Amendments To The Protective Covenants For The Pepperwood Crossing Subdivision.


Rocky Mountain Utility LLC
Jim Bernard, Manager

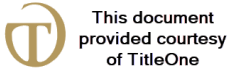
State of Idaho)
County of Jefferson)
On this 15 day of May, 2024, before me the undersigned, A Notary Public in and for said State, personally appeared Jim Bernard, Known to me to be the person whole name is subscribe to the within instrument as the registered agent of Rocky Mountain Utility, LLC and acknowledged to me that he executed the same.

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

SEAL 

AUBREE JO PINGRY
COMMISSION # 20231689
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 04/20/2029

Rerecording to fix error in Notary



QUITCLAIM DEED

FOR VALUE RECEIVED,

Dawson Bernard, an Unmarried Man

do(es) hereby convey, release, remise and forever quitclaim unto

Rawson LLC

Whose current address is:

337 N 4500 E Rigby, ID 83442

The following description premises:

Lot 36, Block 9 Pepperwood Crossing Subdivision No. 3, according to the official plat thereof, filed in Official Records of Jefferson County, Idaho

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns Forever.

Dated: March 25, 2024

Dawson Bernard

State of Idaho }

ss

County of Jefferson }

On this 29 day of May, 2024, before me, the undersigned a Notary Public in and for said state, personally appeared Dawson Bernard, Jim Bernard, Melissa Bernard, Dakri Bernard, and Broc Bernard, known or identified to me to be the person(s) whose name(s) is / are subscribed to within Instrument and acknowledged to me that he / she / they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Idaho

Residing at: 2 N Landmark Ln. Ste 4 Rigby, ID
Commission Expires: 4/20/29

