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PAYETTE COUNTY
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Index To: CCR/PROTECTIVE COVENANTS
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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

PIPER GLEN
PHASE I

DECLARATION OF COVENANTS, AND RESTRICTIONS OF PIPER GLEN SUBDIVISION PHASE I

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 17th day of November, 2021, by RCG INC. (hereinafter referred to as "Declarant").

RECITALS:

THIS DECLARATION is made in contemplation and furtherance of the following facts and purposes:

A. Declarant is the owner of certain real property location in the City of Payette, Payette 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, 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 situation therein, and to the owners thereof, the obligations and benefits of the Declaration of Covenants, Conditions and Restrictions.

DECLARATION

Declarant hereby declares that the Piper Glen Subdivision (Phase I), City of Payette, Payette County, Idaho ("Subdivision"), and all real property, lots, sub lots, parcels, residential units and common areas situated therein, shall be held, conveyed, encumbered, leased and used subject to the covenants, conditions restrictions and equitable servitudes herein set forth of provided for, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said subdivision, and which shall run with title to the land situated therein, and shall be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

ATTICLE I
DEFINITIONS

1.1 Annexation

"Annexation" shall mean and refer to the act of the Declarant, or its successors, to place additional residential subdivisions of an portion of the property described on Exhibit "A" hereto_under and within the purview of the Declaration of Covenants, Conditions and Restrictions.

1.2 Articles

"Articles" shall mean the Articles of Incorporation of the Piper Glen Phase I Homeowners Association, Inc. and Idaho non-profit membership corporation.

1.3 Assessments

"Assessments" shall mean assessments described in Article II.

1.4 Association

"Association" or "HOA" shall mean and refer to Piper Glen (Phase I) Homeowners Association, Inc., and Idaho non-profit membership corporation organized under the laws of the State of Idaho, its successors, assigns and additional phases.

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 the irrigation facility and /or retention pond easement, and all property indicated as Common Area on the official plat.

1.7 Lot

"Lot" shall mean and refer to any lot or sub-lot shown on the official plat of the Piper Glen (Phase I) Subdivision, or in the official plat of any other residential subdivision which may be placed under the win 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 of sub-lot within the Piper Glen (Phase I), Subdivision or any other residential subdivision hereafter placed under and within the purview of the Declaration.

ATTICLE II
DEFINITIONS

2.1 Agreement to Pay Assessments

Declarant, for each lot owned by the declarant, hereby covenants and each subsequent owner of any lot, by acceptance of a deed therefore, whether or not it is so expressed in said deed, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association the assessments provided for in the declaration. In the case of joint or co-ownerships, this liability shall be joint and several. Such assessments shall be levied against lots and collected from time to time in the manner provided in this Article II. Declarant shall not be assessed Homeowners due on lots not sold.

2.2 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to defray the costs and expenses incurred by the Association and the performance of the duties and obligations imposed upon its by the Declaration.

2.3 Assessment Years

The first assessment year for the levying of the Association's annual assessments shall commence upon the first day of January, 2022.

2.4 Annual Assessments

Annual assessments against all lots are hereby authorized which, unless otherwise specifically provided herein, shall be based upon advanced estimates of the cash required by the Association for each assessment year to provide payment for all expenses to be incurred in said assessment year in the conduct of the associations's affairs. Such expenses may include, among other things, those incurred to taxes, insurance, professional services, and maintenance of the Common Area.

2.5 Annual Assessment Fee

Unless otherwise increased by the Homeowners Association, the annual assessment fee shall be $350.00 per year due on January 1st of each year. Declarant shall be exempt from annual HOA dues.

2.6 Special Assessments

In addition to the annual assessments authorized herein above, the Association (by vote of the majority of the Board) may levy in any assessment year a special assessment payable over such time as the Association may determine for the purpose of defraying, in whole or in part, the unanticipated or increased cost of any construction, reconstruction, repair or replacement of Common Area improvements. This Section shall not be construed to prescribe an alternative manner of assessing for expenses authorized in other sections hereof, not be deemed to constitute compliance with the requirements of any local ordinances or building codes, which shall be the sole responsibility of the owner

ARTICLE III
MAINTENANCE BY THE ASSOCIATION

3.1 Common Area

The association shall, as authorized and directed by the Board, have full responsibility for and control over all maintenance, repairing, replacing of the Common Area, specifically including without limiting the generality of the foregoing; the installation, 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 CCR's or homeowner's association can have a lien against real property.

3.2 Sign Area

The Association shall also maintain the area at the entrance to the subdivision unless such area is included in an owner's lot.

3.3 Sidewalks

Sidewalks shall be maintained and repaired by the Association.

3.4 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. 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 which the cost is included in the homeowners fees.

3.5 Exterior maintenance

No improvements, including landscaping, 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 the owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property of 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 his 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 the 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 Regular Assessment.

ARTICLE IIII
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 following minimum setback; front lot line shall be twenty feet (25' garage) (10' back), (8' sides), and street setback is (25') from front of house.

4.2 Size of Residential Structure

The ground floor foot print of any single family residential structure, exclusive of porches and garages, shall not contain less than 1,450 square feet for a building with one story above ground level, and not less than 1,450 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 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 hued colors are discouraged for the exterior application. All plans and colors are to be approved by developer prior to building. NO on-site storage containers allowed on site for more than 5 days.

4.4 Compliance with City Requirements

All improvements must conform to the applicable laws, rules and regulations of the City of Payette, including but not necessarily limited too, 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 advertise any home occupation or other business activity, provided, however that the provisions of the section shall not prevent the installation and maintenance of a sign advertising the premises for sale, provided it is of a type and size customarily used by professional realtors in the City of Payette, and conforms to all applicable city regulations. No commercial billboard or advertising will 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 snow mobiles, shall be permitted on any lot, provided they are parked and/or stored behind the front yard set back area and are screened from the street.

4.8 Temporary Structures

No improvements of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any lot at any time as a residence either temporarily or permanently.

4.9 Animals

No animals, livestock or poultry or 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 structure 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, but not limited to, satellite dishes, antennae, or solar collectors shall not be installed on any lot or attached to any structure, without the prior approval of the ARC.

4.11 Exterior Energy Devices

All and every production devices including, but not limited to, generators of any kind and solar energy devices, shall not be constructed or maintained on any lot without the prior written approval of the ARC, except for the heat pumps or similar appliances shown on the plans approved by the ARC.

4.12 Street Parking

In order to preserve the quality of the residential area of the subdivision, the owners of the lots in the subdivision shall park all their vehicles on the driveway or in the garage, and not on the street. Failure to comply may result in the Board towing such vehicle and placing a limited assessment fee on the owner for costs associated with the towing and storage.

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 minimum of five (5) shrubs and at lease one (1) tree of a 2 1/2" caliber. 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, aisle 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.

4.16 Site Distance at Intersections

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between three (3) and six(6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on the lot within ten (10) feet from the intersection of a street property line with the edge of driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.17 Unsightly Articles

No unsightly articles shall be permitted to remain on any lot so as to be visible from any other portion of the property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metal, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structor or appropriately screened from view. "Screened" is defined (for the purposes of this paragraph and all other paragraphs within this document) as being concealed or made non-visible from eye level, at ground level, at all points within the property.

4.18 Light, Sound-General

No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot which in unreasonable loud or annoying, and no odors shall be emitted on any property which are noxious or offensive to others.

4.19 Dumping

No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse, or debris shall be placed or allowed to remain on any vacant or unimproved lot, without the prior written approval of the ARC. The owner of any lot who dumps such material shall be liable for cleanup and/or removal costs as declared by the Association.

4.20 Drilling and Exploration

No oil exploration or development of any kind or nature of mining exploration, or any structures in connection therewith shall be permitted to be erected, maintained or used on any lot and no minerals shall be permitted to be mined or extracted on any lot.

4.21 Maintenance

The following provisions shall govern the maintenance of lots and all improvements thereon:
Each owner of a lot shall maintain all improvements located thereon in good and sufficient repair and shall keep the improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition. Pending the construction of improvements, each owner shall keep the lot in a neat condition and shall not permit and unreasonable accumulation of rubbish and debris and shall keep all weeds and other growths cut.

4.22 Fencing

Each lot must have a 6' white vinyl fence along the perimeter of the property. Owner's to share in the cost of common fencing . The 1st lot owner to install the common fence and will be reimbursed upon closing of the 2nd lot. Fence cost to be calculated at $32.00 per foot, and be installed from the front setback (A residential 30' B residential 20')

4.23 Property Owners Acknowledge

There will be additional phases and more dwellings in the future.

ARTICLES VI
THE ASSOCIATION

5.1 Association

As defined in Article I herein above, the Association shall mean and refer to the Piper Glen (Phase I) 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 the 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.

ARTICLE VII
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 550115. 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 days 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 effect 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 Payette 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 fifteen percent (15%) of the lots or land area in the Subdivision, the declarant shall have the right to revoke or amend
this Declaration or any portion hereof without approval of the Association or any lot owner.

DECLARANT
Piper Glen Subdivision (Phase I)

By: _____
Robert Goodwin RCG INC.

STATE OF Idaho

COUNTY OF Payette

On this 17th day of November in the year of 2021 before me, a Notary Public in and for said state, personally appeared Robert Goodwin known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

AMBERLEE COLEY
COMMISSION #20192093
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 10/07/2025

Amberlee Coley

Notary Public in and for the state of Payette

My Commission Expires: 10/07/2025

Instrument # 452986
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2023-10-17 03:01:51 PM No. of Pages: 2
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AMENDMENT NO. 1
DECLARATION OF COVENANTS, AND RESTRICTIONS
FOR PIPER GLEN PHASE I & II SUBDIVISION

This Amendment No. 1 revises the Declaration of Covenants, and Restrictions of Piper Glen Subdivision I recorded November 17th 2021 as Instrument # 441576 and II recorded September 9, 2022 as Instrument # 447657 in the land records of Payette County, Idaho (CC&Rs). All other provisions of the CC&Rs remain unchanged and in full force and effect.

Pursuant to Section "6.3 Amendment" of the CC&Rs, the Declarant has the right to amend the CC&Rs without approval of the Association or any lot owner as long as the Declarant owns at least fifteen percent (15%) of the lots or land area in the subdivision. As of the date of this Amendment No. 1, the Declarant owns 35 of the 53 acres in the subdivision.

The Declarant is completing Piper Glen Phase III Subdivision and intends for all Phases to benefit from some improvements in some Phase III common lots, and to be obligated to pay a pro-rata share of costs to maintain those common lots and improvements.

The following shall be added to the CC&Rs at Section 3.1 Common Area below section 3.1 (A).

3.1 (B) The pickle-ball court on Lot 2 Block 12 and the playground equipment on Lot 10 Block 8, both in Piper Glen Subdivision Phase III, are for the benefit of all members of Piper Glen Homeowners Association (HOA) regardless of which phase of Piper Glen Subdivision the members reside in, and for the benefit of all members of Two Rivers Subdivision located in Payette County, Idaho. Guests are allowed if accompanied by a member. The Piper Glen HOA shall be responsible to maintain the pickle-ball court, playground equipment and the common lots the court and equipment are on. The common area on Lot 3 Block 9 in Piper Glen Subdivision Phase III is for the benefit of all members of Two Rivers Subdivision and Piper Glen Subdivision, regardless of which phase members reside in, and shall be maintained by the Two Rivers HOA with the costs shared 50% paid by Two Rivers Subdivision HOA and 50% paid by Piper Glen HOA.

The following shall be added to the CC&Rs at Section 3.4 Pressurized Irrigation.

3.4 PRESURIZED IRRIGATION

3.4 (A) Pressurized irrigation is provided by individual well to irrigate or irrigation water is provided by the Lower Payette Ditch Company. All costs for Lower Payette Ditch Company water and delivery shall be paid by the Piper Glen HOA.

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IN WITNESS WHEREOF, the Declarant signs this 17 day of ~~August, 2022.~~ Oct. 2023

Declarant:

Bob Goodwin, President
RCG, INC.

STATE OF IDAHO)
s.s.
County of Payette)

On this 17 day of October, 2023, before me a Notary Public in and for the state of Idaho, personally appeared Bob Goodwin known by or identified to me to be the President of RCG Inc., an Idaho general corporation, who acknowledged to me that he is the named person whose signature is attached, that he is authorized to sign this instrument, and that he did so on behalf of the company.

Notary Signature: Toni Gay
Residing at: Emmett ID
My Commission Expires: 11-4-2026

TONI GAY
COMMISSION #64526
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 11/04/2026

Instrument # 452988
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The Declarant is completing Piper Glen Phase III Subdivision and intends for all Phases to benefit from some improvements in some Phase III common lots, and to be obligated to pay a pro-rata share of costs to maintain those common lots and improvements.

The following shall be added to the CC&Rs at Section 3.1 Common Area below section 3.1 (A).

3.1 (B) The pickle-ball court on Lot 2 Block 12 and the playground equipment on Lot 10 Block 8, both in Piper Glen Subdivision Phase III, are for the benefit of all members of Piper Glen Homeowners Association (HOA) regardless of which phase of Piper Glen Subdivision the members reside in, and for the benefit of all members of Two Rivers Subdivision located in Payette County, Idaho. Guests are allowed if accompanied by a member. The Piper Glen HOA shall be responsible to maintain the pickle-ball court, playground equipment and the common lots the court and equipment are on. The common area on Lot 3 Block 9 in Piper Glen Subdivision Phase III is for the benefit of all members of Two Rivers Subdivision and Piper Glen Subdivision, regardless of which phase members reside in, and shall be maintained by the Two Rivers HOA with the costs shared 50% paid by Two Rivers Subdivision HOA and 50% paid by Piper Glen HOA.

The following shall be added to the CC&Rs at Section 3.4 Pressurized Irrigation.

3.4 PRESURIZED IRRIGATION

3.4 (A) Pressurized irrigation is provided by individual well to irrigate or irrigation water is provided by the Lower Payette Ditch Company. All costs for Lower Payette Ditch Company water and delivery shall be paid by the Piper Glen HOA.

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IN WITNESS WHEREOF, the Declarant signs this 17th day of ~~August, 2022~~ Oct. 2023.

Declarant:

Bob Goodwin, President
RCG, INC.

STATE OF IDAHO)
s.s.
County of Payette)

On this 17 day of October, 2023, before me a Notary Public in and for the state of Idaho, personally appeared Bob Goodwin known by or identified to me to be the President of RCG Inc., an Idaho general corporation, who acknowledged to me that he is the named person whose signature is attached, that he is authorized to sign this instrument, and that he did so on behalf of the company.

Notary Signature: Toni Gay
Residing at: Emmett ID
My Commission Expires: 11-4-2026

TONI GAY
COMMISSION #64526
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 11/04/2026

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AMENDMENT NO. 2
DECLARATION OF COVENANTS, AND RESTRICTIONS
FOR PIPER GLEN PHASE I, II,III,IV, V SUBDIVISION

This Amendment No. 1 revises the Declaration of Covenants, and Restrictions of Piper Glen Subdivision I recorded November 17th 2021 as Instrument # 441576 and II recorded September 9, 2022 as Instrument # 447657 III recorded 10/17/2023 Instrument # 452989, in the land records of Payette County, Idaho (CC&Rs). All other provisions of the CC&Rs remain unchanged and in full force and effect.

Pursuant to Section "6.3 Amendment" of the CC&Rs, the Declarant has the right to amend the CC&Rs without approval of the Association or any lot owner as long as the Declarant owns at least fifteen percent (15%) of the lots or land area in the subdivision. As of the date of this Amendment No. 1, the Declarant owns 35 of the 53 acres in the subdivision.

The Declarant is completing Piper Glen Phase III Subdivision and intends for all Phases to benefit from some improvements in some Phase III common lots, and to be obligated to pay a pro-rata share of costs to maintain those common lots and improvements.

The following shall be added to the CC&Rs at Section 3.1 Common Area below section 3.1 (A).

3.1 (B) The pickle-ball court on Lot 2 Block 12 and the playground equipment on Lot 10 Block 8, both in Piper Glen Subdivision Phase III, are for the benefit of all members of Piper Glen Homeowners Association (HOA) regardless of which phase of Piper Glen Subdivision the members reside in, and for the benefit of all members of Two Rivers Subdivision located in Payette County, Idaho. Guests are allowed if accompanied by a member. The Piper Glen HOA shall be responsible to maintain the pickle-ball court, playground equipment and the common lots the court and equipment are on. The common area on Lot 3 Block 9 in Piper Glen Subdivision Phase III is for the benefit of all members of Two Rivers Subdivision and Piper Glen Subdivision, regardless of which phase members reside in, and shall be maintained by the Two Rivers HOA with the costs shared 50% paid by Two Rivers Subdivision HOA and 50% paid by Piper Glen HOA. Pickle ball & Playground is part of Piper Glen HOA all phases, maintenance and all expenses are paid by HOA.

The following shall be added to the CC&Rs at Section 3.4 Pressurized Irrigation.

3.4 PRESURIZED IRRIGATION

3.4 (A) Pressurized irrigation is provided by individual well to irrigate or irrigation water is provided by the Lower Payette Ditch Company. All costs for Lower Payette Ditch Company water and delivery shall be paid by the Piper Glen HOA. The irrigation well located at Lot 2 block 12 Piper Glen III is for all phases I,II,III,IV, & V, along with the retention ponds and common areas are to be maintained by and expenses are the responsibility of the HOA.

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IN WITNESS WHEREOF, the Declarant signs this 7 day of JANUARY, 20 25

Declarant:

Bob Goodwin, President
RCG, INC.

STATE OF IDAHO)
s.s.
County of Payette)

On this 7 day of Jan, 2025, before me a Notary Public in and for the state of Idaho, personally appeared Bob Goodwin known by or identified to me to be the President of RCG Inc., an Idaho general corporation, who acknowledged to me that he is the named person whose signature is attached, that he is authorized to sign this instrument, and that he did so on behalf of the company.

Notary Signature: Toni Gay
Residing at: Emmett
My Commission Expires: 11-4 2026

TONI GAY
COMMISSION #64526
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 11/04/2026