

**DECLARATION OF RESTRICTIVE COVENANTS
OF
PIONEER PLACE HOMEOWNERS ASSOCIATION, INC.**

David J. Pickett, Brennan Jones and Lincoln D. Pickett, operating for purposes of this declaration as Pioneer Place Homeowners Association, Inc., hereinafter referred to as "the developer", are the owners or developers of real property located in the City of Oakley, County of Cassia, State of Idaho, the same property being platted as Pioneer Place Homeowners Association and recorded in the records of the Office of the County Recorder of the County of Cassia, State of Idaho. Attached hereto as Exhibit A and incorporated herein by said reference is a particular description of the lands embraced within the above-mentioned plat and within the terms and provisions of this declaration. The developer hereby makes the following declarations as to the limitations, restrictions, and uses to which the lots comprising the Pioneer Place Homeowners Association may be put, and specify that such declarations shall constitute covenants to run with the land as provided by law, and shall be binding on all interested parties and all persons claiming under them, for the benefit of, and limitations on all future owners in such Association, this declaration of restrictions being designated for the purpose of keeping the Association desirable, uniform and suitable in architectural design and use as specified herein. The developer declares that the land, shown on the plat, is held, and shall be conveyed subject to the reservations, restrictions, and covenants set forth in this declaration.

The purpose of these restrictions is to ensure the use of the property for residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to maintain the desired tone of the community, thereby to secure to each lot owner the full benefit and enjoyment of this home, with no greater restriction on the free and undisturbed use of his/her lot than is necessary to insure the same advantages to other lot owners. All the restrictive covenants herein shall terminate and shall not be enforceable on or after the 31st day of December, 2050. The restrictive covenants contained herein may be extended beyond the date stated above and subsequent termination dates for a new period, not exceeding 20 years by an instrument executed by the then owners of a majority of the lots of the Pioneer Place Homeowners Association, such instrument acknowledged and recorded in the office of the recorder of Cassia County, Idaho, and further extensions may be put into effect in like manner.

Instrument # 2023002154

BURLEY, CASSIA, IDAHO

7-14-2023 03:21:08 PM No. of Pages: 10

Recorded for : DON PICKETT

JOSEPH LARSEN

Fee: 15.00

Ex-Officio Recorder Deputy

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EV

RIGHT TO FARM

Pioneer Place Homeowners Association is in an area adjacent to agricultural production where agricultural operations are ongoing and may include, but are not limited to, aerial spraying and the production of crops. Feedlots and dairies are also situated within the valley but are not situated within close proximity of Pioneer Place Homeowners Association. All these activities may result in the production of noise, odors, and other inconveniences that may involve lights or the use of machinery in the nighttime hours. Lot owners are prohibited from challenging these activities when they are lawfully conducted.

CONSTRUCTION AND USE RESTRICTIONS

1. No buildings or structures of any kind other than those used for residential or related purposes shall be erected or constructed on the property. Dwellings shall be single-family dwellings. The permitted dwellings and necessary outbuildings shall be in a style, form and appearance generally conforming to each other. There shall be no more than one home constructed on each lot, and all buildings and fences shall be kept in a state of repair, at the sole expense of the owner.
2. It is expressly provided that there shall be no further division of any lots described on the plat of the Pioneer Place Homeowners Association as recorded in the records of Cassia County.
3. Home front exterior must be finished with a minimum of 30% brick, stone, or Stucco, or a combination thereof, excluding gable ends and windows and doors. Paint grade siding is also an acceptable form of exterior finish. When the whole home is sided with pain grade, the 30% requirement of brick, stone, or stucco can be waived.
4. The total floor of each dwelling, exclusive of open porches, patios, and garages, shall not be less than 1400 square feet. All parcels must include an enclosed garage for not less than two vehicles.
5. Owners shall provide, at their own respective cost, on their respective Lots, individual septic tanks and drain fields, permitted by the South Central District Health Department, for sanitary sewage treatment, and potable water permitted by the Idaho Department of Water Resources, for domestic culinary and other household purposes, including irrigation of up to one-half (½) acre as provided by Idaho Code §42-111(2), and as amended. Location of such improvements was pre-determined by health department officials during the Association process. Said improvements must be placed as

- designated on the Association property's recorded final plat or as otherwise permitted by the property government authority.
6. No buildings or structures shall be constructed elsewhere and moved to the Association. An exception to this provision may be small yard storage buildings approved by the Board of Directors.
 7. No building shall be constructed on any lot, nor shall any addition to, or change in alterations in a building, be made until the construction plans and specifications and a plan showing the location of the dwelling have been approved by the Board of Directors as to the quality of workmanship and materials, and harmony of external design with existing homes.
 8. The Board of Directors shall initially consist of David Pickett, Brennan Jones and Lincoln D. Pickett. Any approval or disapproval given by the Committee shall be in writing.
 9. No dwelling shall be built within twenty (20) feet of the easement along Highway 27 or any of the streets within the Association, or five (5) feet of the side property lines in the Association.
 10. The Board of Directors must approve any deviation from these building restrictions in writing.
 11. Dwellings shall be "Stick built" and constructed on site. No trailer, mobile home, shack, garage, tent, basement, or any other temporary shelter shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
 12. Upon occupancy, the owner is required to landscape the parcel within one year. Landscaping shall consist of grass, such as lawn over the entire parcel with the exception of non-commercial vegetable, rock and/or flower beds or gardens. The parcel must include a minimum of three deciduous trees and six shrubs or other similar decoration.
 13. If a lot owner purchases more than one lot with no present intent of constructing a home on such additional lot, such owner shall be solely and exclusively responsible for the care and maintenance of such additional lot and shall be permitted to seed it to Dryland grass provided such grass is regularly mowed, and otherwise properly groomed and maintained. For purposes of this declaration, Dryland grass shall mean grass that is mostly a perennial, drought tolerant, variety of grass which will not distract from the aesthetic appearance of the neighborhood.
 14. The owner shall provide grading and landscaping to provide for drainage away from the residence and other buildings.
 15. Weed control within the Association:

- a. Weeds shall be controlled within the Association, especially noxious weeds including but not limited to puncture vine, Canadian and Scotch Thistle.
 - b. Each lot owner is responsible for controlling all weeds within his/her lot.
 - c. Special control provisions for noxious weeds will be required that include monitoring and spraying or otherwise eradicating the noxious weeds on at least a monthly basis during the specific growing season from April 1st to October 31st.
16. Lots may not be used for commercial kenneling or market animal breeding or production. Provided however, that short-term animal production for youth education programs such as 4-H or FFA are allowed so long as the same does not create a nuisance to neighbors. A reasonable number of dogs and cats and other indoor household pets are allowed on Lots. Each Owner must see to it that all of the Owner's dogs are kept on the Owner's property unless leashed. No dogs shall be permitted to roam the property and the Association may have strays and dogs that are not leashed and are found off their Owner's Lot picked up by governmental authorities. The Association may, upon request, allow, deny, or discontinue the keeping of a reasonable number of fowl and/or no more than two animals other than said dogs, cats, or household animals.
17. No fence, wall, or hedge higher than six feet shall be placed on the side or rear lots lines. No chain link fences will be allowed, with the exception of dog runs.
18. Except as expressly provided otherwise herein, no signs, billboards, or advertising devices of any kind shall be placed or installed on any lot or building in the Pioneer Place Homeowners Association except the following:
- a. Builders and those selling the property in the Association may place signs temporarily;
 - b. Signage for a Home Occupation as defined and permitted by the Oakley City Zoning Ordinance; and
 - c. A "Political sign" defined as any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure subject to those conditions and restrictions set forth in Idaho Code § 55-115 or any subsequent statutory or regulatory modification thereof.
19. Except as otherwise authorized in writing by the Board of Directors, no flags or banners of any kind shall be placed or installed on any lot or building in the Pioneer Place Homeowners Association except the following:
- a. The flag of the United States of America;

- b. The flag of the State of Idaho;
 - c. The POW/MIA flag;
 - d. An official or replica flag of any branch of the United States armed forces; or
 - e. A flag or banner in support of an Oakley elementary, junior high or high school activity.
20. No parcel or lot shall be used to either conduct a commercial enterprise or be used for the repair or maintenance of equipment or vehicles of a commercial nature.
21. No parcel or lot shall be used to tear down or repair any vehicle, or to use the property as a mechanic's shop, even for personal use, unless confined within a garage. No engine racing or other such noise associated with such activity will be tolerated.
22. No vehicles shall be parked on the streets of the Pioneer Place Homeowners Association, except on a temporary basis limited to vehicles owned by visitors. All recreational vehicles, trucks, boats, trailers, and other such vehicles shall be housed or kept in a discreet location inside or in the rear yard on a cement or graded pad for that purpose. No abandoned or inoperable vehicle, machine, or equipment shall be kept on any parcel or street.
23. There shall be no junk automobiles (including any unlicensed operable vehicles), junk of any sort, unserviceable vehicles, or salvage stored or placed or allowed to remain on or in any portion of this Association. Large trucks shall not be parked on a regular basis within this Association. Large truck shall be defined as any non-passenger vehicle larger than a pick-up truck.
24. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall only be kept in sanitary containers. Trash receptacles must be kept out of sight or in the garage except on the evening before and on trash pick-up days. No hazardous substances shall be kept or stored on any lot.
25. All other utilities shall be placed underground, and in no instance can poles be placed for conveying or supporting wires. Easements for electricity and telephone lines currently exist and it is the responsibility of each lot owner to locate and avoid these lines during any phase of construction. Any lot owner, or the contractor, family member, guest or invitee of any lot owner who damages or destroys any common use underground line, roadway or utility shall be solely and exclusively responsible for any cost or expense accrued to repair or replace the same.
26. No activity shall be conducted on any lot that may be or become any annoyance or nuisance to the neighborhood.

27. Pioneer Place Homeowners Association Board of Directors.
- a. The Board of Directors shall consist of at least three members and no more than five.
 - i. When there are at least five individual property owners, elections may be held for members of the Board of Directors.
 - ii. The members of the Board of Directors shall be elected by a majority of the owners of the Association lots, each lot being entitled to one vote per members.
 - iii. The members term shall run for four years with staggering terms.
Committee elections shall be held every two years.
28. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
29. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect any of the other covenants, which shall remain in full force and effect.
30. The restrictions set forth in the declaration shall run with the land and limit the parties and their successors and assigns. All parties claiming by, through, and under the parties shall be taken to hold, agree, and covenant with the parties, their successors and assigns, and with each of them to conform to and observe the restrictions as to the use of the lots and the construction of improvements thereon.
31. Subject to Idaho Code § 55-115 or any amendment thereto, no fine may be imposed for a violation of the covenants and restrictions pursuant to rules and regulations of the Pioneer Place Homeowners Association unless the authority to impose a fine is clearly set forth in the covenants and restrictions, and
- a. A majority vote by the Board of Directors shall be required prior to imposing any fine on a member for a violation of any covenants and restrictions pursuant to the rules and regulations of the Association;
 - b. Written notice by personal service or certified mail or the meeting during which such vote is to be taken shall be made to the member at least thirty (30) days prior to the meeting;
 - c. In the event the member begins resolving the violation prior to the meeting, no fine shall be imposed as long as the member continues to address the violation in good faith until fully resolved;


- d. No portion of any fine may be used to increase the remuneration of any Board of Directors member or agent of the Pioneer Place Homeowners Association; and
 - e. No part of this section shall affect any statute, rule, covenant, bylaw, provision or clause that may allow for the recovery of attorney's fees.
32. The Pioneer Place Homeowners Association or its agent shall provide each lot owner and the owner's agent, if any, a statement of the lot owner's account not more than ten (10) business days after receipt of a request by the owner or the owner's agent received by the Association's manager, president, Board of Directors member, or other agent, or any combination thereof. The statement of account shall include, at a minimum, the amount of annual charges against the property, the date when said amounts are due, and any unpaid assessments or other charges due and owing from such owner at the time of the request. The Association shall be bound by the amounts set forth within such statement of account.
33. On or before January 1st of each year, the Pioneer Place Homeowners Association or its agent shall provide property owners within the association a disclosure of fees that will be charged to a property owner in connection with any transfer of ownership of his/her property. Fees imposed by the Association for the calendar year following the disclosure of fees shall not exceed the amount set forth on the annual disclosure, and no surcharge or additional fees shall be charged to any homeowner in connection with any transfer of ownership or his/her property. No fees may be charged for expeditiously providing a homeowner's statement of account.
34. Pioneer Place Homeowners Association Liens.
- a. Whenever the Pioneer Place Homeowners Association levies an assessment against a lot for the reasonable costs incurred in the maintenance of common areas consisting of real property owned and maintained by the Association, the Association, upon complying with subsection (b) of this section, shall have a lien upon the individual lot for such unpaid assessments accrued in the previous twelve (12) months.
 - b. In its claim of a lien, the Association shall file in the recorder's office of Cassia County, Idaho a claim containing (i) a true statement of the amount due for the unpaid assessments; (ii) the name of the owner, or reputed owner, if known; (iii) the name of the Pioneer Place Homeowners Association; and (iv) a description, sufficient for identification, of the property to be charged with the lien.
 - c. When a claim has been filed and recorded pursuant to this section and the owner of the lot subject to the claim thereafter fails to pay any

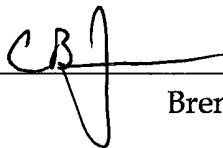
assessment chargeable to such lot, then so long as the original or any subsequent unpaid assessment remains unpaid, such claim shall automatically accumulate the subsequent unpaid assessments without the necessity of further filings under this section.


- d. The claim shall be verified by the oath of an individual having knowledge of the facts and shall be recorded by the county recorder of Cassia County, Idaho. The record shall be indexed as other liens are required by law to be indexed.
 - e. The lien may be continued in force for a period of time not to exceed one (1) year from the date the claim is filed and recorded; provided however, that such period may be extended by the Association for not to exceed one (1) additional year by recording a written extension thereof. For the purpose of determining the date the claim is filed in those cases when subsequent unpaid assessments have accumulated under the claim, the claim regarding each unpaid assessment shall be deemed to have been filed at the time such unpaid assessment became due. The lien may be enforced by the Board of Directors acting as the Association's board of directors on behalf of the Association.
 - f. This section does not prohibit the Association from pursuing an action to recover sums for which this section creates a lien or from taking a deed in lieu of foreclosure in satisfaction of the lien.
 - g. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the line securing the claim for unpaid assessments. However, recovery on the action operates to satisfy the lien, or the portion thereof, for which recovery is made.
 - h. This section is expressly subject to the provisions of Idaho Code § 45-810 or any subsequent amendment thereto.
35. In the event that it is necessary to employ legal counsel in connection with and to enforce these covenants and restrictions, the prevailing party shall be awarded its attorney's fees and costs.
36. Amendments to these covenants can be made only with documented consent of a majority of the lot owners. Upon receiving the consent, the current chairman of the Board of Directors may sign and record said amended covenants.
37. Scope and Applicability: The provisions of these covenants shall not be deemed to nullify any Oakley City ordinance, local county ordinance, or any state or federal law. Any amendment or termination of these Restrictive Covenants shall be reviewed and approved by a majority of the lot owners before the same shall be of any force or effect.

DATED This 14TH day of July, 2023.

PIONEER PLACE HOMEOWNERS ASSOCIATION, INC.

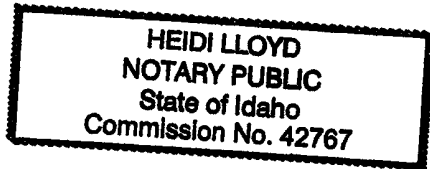
By: 
David J. Pickett

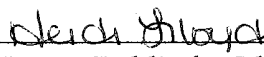

Brennan Jones


Lincoln D. Pickett

STATE OF IDAHO)
 ss:
County of Cassia)

On this 14th day of July, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID J. PICKETT, known or identified to me to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.




Notary Public for Idaho
Residing at Crowley, Cassia Co. ID
My Commission Expires: 8-16-24

STATE OF IDAHO)

