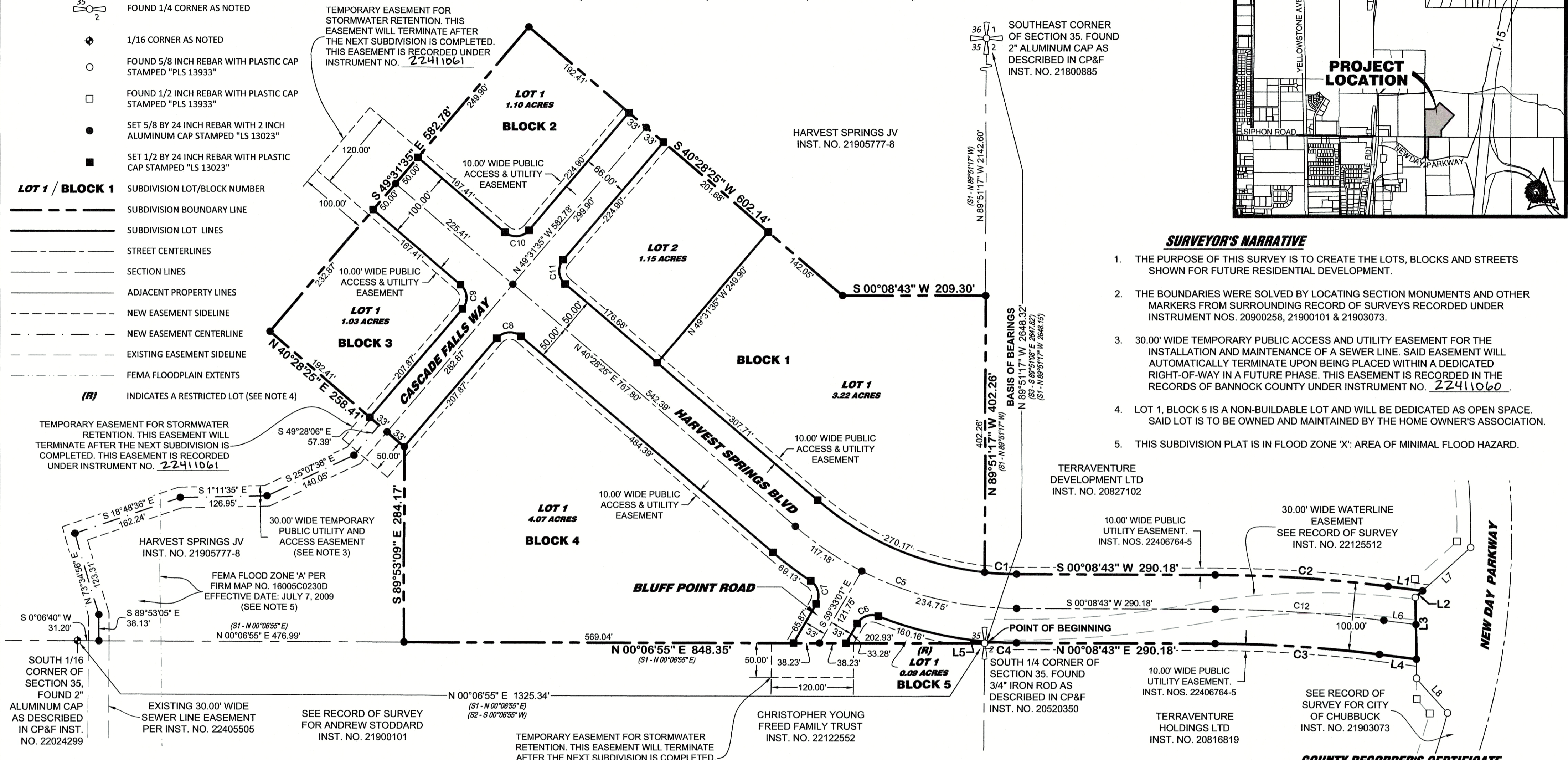
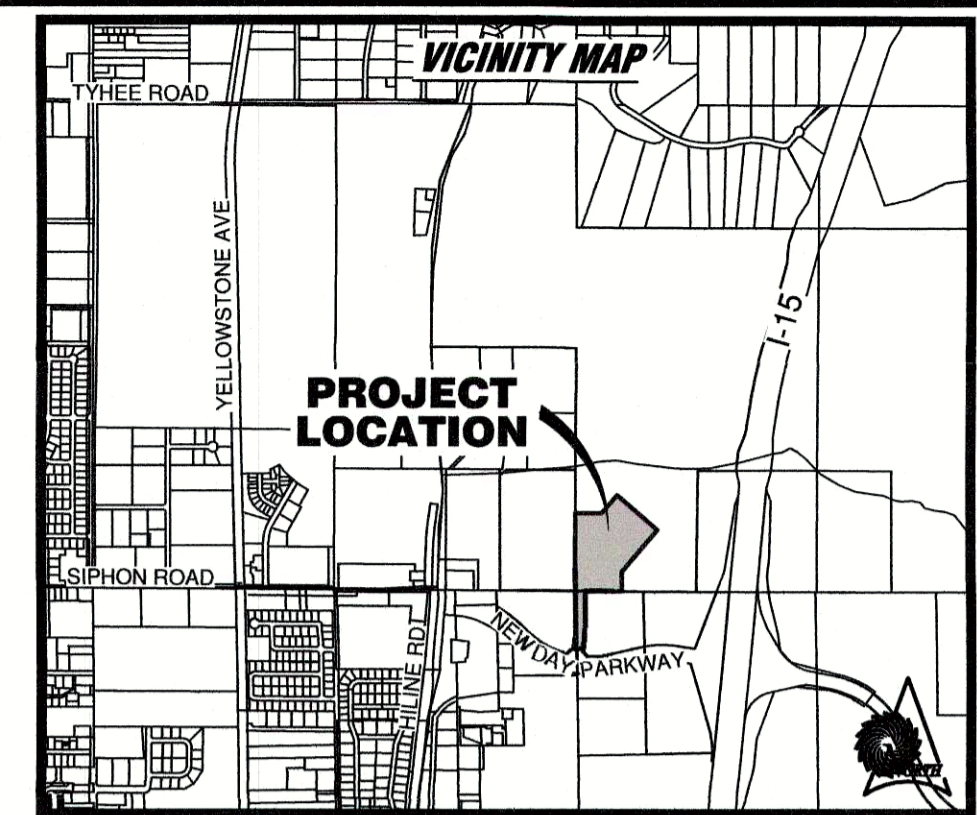


**LEGEND**

- FOUND SECTION CORNER AS NOTED
- FOUND 1/4 CORNER AS NOTED
- 1/16 CORNER AS NOTED
- FOUND 5/8 INCH REBAR WITH PLASTIC CAP STAMPED "PLS 13933"
- FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "PLS 13933"
- SET 5/8 BY 24 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "LS 13023"
- SET 1/2 BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "LS 13023"
- LOT 1 / BLOCK 1** SUBDIVISION LOT/BLOCK NUMBER
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINES
- STREET CENTERLINES
- SECTION LINES
- ADJACENT PROPERTY LINES
- NEW EASEMENT SIDELINE
- NEW EASEMENT CENTERLINE
- EXISTING EASEMENT SIDELINE
- FEMA FLOODPLAIN EXTENTS
- (R)** INDICATES A RESTRICTED LOT (SEE NOTE 4)

# CASCADE FALLS AT HARVEST SPRINGS - DIVISION 1

LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



**SURVEYOR'S NARRATIVE**

- THE PURPOSE OF THIS SURVEY IS TO CREATE THE LOTS, BLOCKS AND STREETS SHOWN FOR FUTURE RESIDENTIAL DEVELOPMENT.
- THE BOUNDARIES WERE SOLVED BY LOCATING SECTION MONUMENTS AND OTHER MARKERS FROM SURROUNDING RECORD OF SURVEYS RECORDED UNDER INSTRUMENT NOS. 20900258, 21900101 & 21903073.
- 30.00' WIDE TEMPORARY PUBLIC ACCESS AND UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A SEWER LINE. SAID EASEMENT WILL AUTOMATICALLY TERMINATE UPON BEING PLACED WITHIN A DEDICATED RIGHT-OF-WAY IN A FUTURE PHASE. THIS EASEMENT IS RECORDED IN THE RECORDS OF BANNOCK COUNTY UNDER INSTRUMENT NO. 22411060.
- LOT 1, BLOCK 5 IS A NON-BUILDABLE LOT AND WILL BE DEDICATED AS OPEN SPACE. SAID LOT IS TO BE OWNED AND MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
- THIS SUBDIVISION PLAT IS IN FLOOD ZONE 'X': AREA OF MINIMAL FLOOD HAZARD.

**COUNTY RECORDER'S CERTIFICATE**

Instrument # 22411063  
 Bannock County, Pocatello, Idaho  
 10/09/2024 02:54:20 PM No. of Pages: 2  
 Recorded for: SUNRISE ENGINEERING  
 Jason C. Dixon Fee: \$11.00  
 Deputy: jrbrower  
*Jason Dixon*

CURVE TABLE						
#	RADIUS	Δ	ARC LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	450.00'	5°55'45"	46.57'	23.30'	S 03°06'35" W	46.55'
C2	2050.00'	7°04'39"	253.23'	126.77'	S 03°41'02" W	253.07'
C3	1950.00'	7°04'39"	240.87'	120.59'	N 03°41'02" E	240.72'
C4	550.00'	4°50'54"	46.54'	23.28'	N 02°34'10" E	46.53'
C5	500.00'	40°19'42"	351.93'	183.61'	S 20°18'34" W	344.71'
C6	25.00'	81°13'40"	35.44'	21.44'	N 18°56'11" W	32.55'
C7	25.00'	87°10'41"	38.04'	23.80'	N 76°51'39" E	34.47'
C8	25.00'	90°00'00"	39.27'	25.00'	N 04°31'35" W	35.36'
C9	25.00'	90°00'00"	39.27'	25.00'	N 85°28'25" E	35.36'
C10	25.00'	90°00'00"	39.27'	25.00'	S 04°31'35" E	35.36'
C11	25.00'	90°00'00"	39.27'	25.00'	S 85°28'25" W	35.36'
C12	2000.00'	7°04'39"	247.05'	123.68'	S 03°41'02" W	246.89'

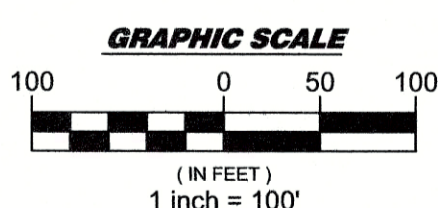
LINE TABLE			
#	BEARING	DISTANCE	(REFERENCES)
L1	S 07°13'22" W	51.00'	
L2	N 42°07'19" W	14.38'	(S3 - N 42°07'19" W)
L3	S 89°06'46" W	89.99'	(S3 - S 89°06'52" W)
L4	N 07°13'22" E	54.32'	
L5	N 89°51'17" W	2.85'	
L6	N 07°13'22" E	47.19'	
L7	S 42°07'19" E	108.74'	(S3 - N 42°07'19" W 108.74')
L8	S 47°35'44" W	67.43'	(S3 - S 47°35'50" W 67.43')

**BASIS OF BEARING**

THE SOUTH LINE OF SECTION 35 WAS ASSUMED TO BE N 89°51'17" W BETWEEN THE SOUTH 1/4 CORNER AND THE SOUTHEAST CORNER PER CITY OF CHUBBUCK DATUM BASED ON THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

**REFERENCE DOCUMENTS**

- (S1-) DISTANCE AND BEARING PER RECORD OF SURVEY FOR THE ADAMS COMPANY (RECORD INST. NO. 20900258)
- (S2-) DISTANCE AND BEARING PER RECORD OF SURVEY FOR ANDREW STODDARD (RECORD INST. NO. 21900101)
- (S3-) DISTANCE AND BEARING PER RECORD OF SURVEY FOR CITY OF CHUBBUCK (RECORD INST. NO. 21903073)



**CASCADE FALLS AT HARVEST SPRINGS - DIVISION 1**

LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

**SUNRISE ENGINEERING**

REVISIONS	SURVEYED BY: SRM, PS
1.	OFFICE WORK BY: MLM, MSB
2.	DATE: October 9, 2024

DRAWING: P:\Satterfield Realty & Development\10453-Harvest Springs Blvd (Adams Property)\SURVEY\CAD\Cascade Falls-Division 1-FP (V2).dwg  
 SCALE: 1 INCH = 100 FEET PROJECT NO: 10453 SHEET 1 OF 2

# CASCADE FALLS AT HARVEST SPRINGS - DIVISION 1

LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

## BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

**BEGINNING** AT THE SOUTH 1/4 CORNER OF SECTION 35, BEING MONUMENTED BY A 3/4" IRON ROD AS DESCRIBED IN CORNER PERPETUATION AND FILING INST. NO. 20520350; THENCE NORTH 00°06'55" EAST, FOLLOWING ALONG THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 848.35 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 89°53'09" EAST, LEAVING THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 284.17 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 40°28'25" EAST A DISTANCE OF 258.41 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 49°31'35" EAST A DISTANCE OF 582.78 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 40°28'25" WEST A DISTANCE OF 602.14 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 209.30 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 89°51'17" WEST, FOLLOWING ALONG SAID SOUTH LINE OF SECTION 35, A DISTANCE OF 402.26 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF NON-TANGENCY WITH A 450.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 83°55'32" EAST;

THENCE LEAVING THE SOUTH LINE OF SECTION 35 AND FOLLOWING ALONG SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 05°55'45" FOR AN ARC LENGTH OF 46.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°06'35" WEST A DISTANCE OF 46.55 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 290.18 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 2050.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS NORTH 89°51'17" WEST;

THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 07°04'39" FOR AN ARC LENGTH OF 253.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°41'02" WEST A DISTANCE OF 253.07 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 07°13'22" WEST A DISTANCE OF 51.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY AS DESCRIBED IN RECORD OF SURVEY INST. NO. 21903073, POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 42°07'19" WEST A DISTANCE OF 14.38 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";
2. SOUTH 89°06'46" WEST A DISTANCE OF 89.99 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 07°13'22" EAST, LEAVING THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY, A DISTANCE OF 54.32 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 1950.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS NORTH 82°46'38" WEST;

THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 07°04'39" FOR AN ARC LENGTH OF 240.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 03°41'02" EAST A DISTANCE OF 240.72 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 00°08'43" EAST A DISTANCE OF 290.18 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 550.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 89°51'17" EAST;

THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 04°50'54" FOR AN ARC LENGTH OF 46.54 FEET (THE CHORD OF SAID CURVE BEARS NORTH 02°34'10" EAST A DISTANCE OF 46.53 FEET) TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 89°51'17" WEST, ALONG THE SOUTH LINE OF SECTION 35, A DISTANCE OF 2.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.43 ACRES, MORE OR LESS.

## SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES DESCRIBED IN THE BOUNDARY DESCRIPTION AND SHOWN ON THIS PLAT UPON WHICH THIS CERTIFICATION APPEARS. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET ON THE GROUND AND THAT THE PERTINENT STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

Matthew S. Baker  
MATTHEW S. BAKER  
PROFESSIONAL LAND SURVEYOR  
REGISTERED  
13023  
STATE OF IDAHO  
MATTHEW S. BAKER  
DATE 9/24/24

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE BOUNDARY DESCRIPTION, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND A STREETS TO BE HEREAFTER KNOWN AS CASCADE FALLS AT HARVEST SPRINGS - DIVISION 1. WE, THE OWNERS, INTEND TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND DIMENSIONS OF THE BLOCKS, LOTS AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. ALL STREET, WATER, SEWER, IRRIGATION AND STORM WATER DETENTION FACILITIES LYING WITHIN THE STREET RIGHT-OF-WAY, ARE DEDICATED TO THE PUBLIC FOR PUBLIC USE, UNLESS OTHERWISE INDICATED, AND THE EASEMENTS FOR PUBLIC UTILITIES ARE DEDICATED TO THE PUBLIC FOR THE INSTALLATION, OPERATION, MAINTENANCE AND USE OF PUBLIC UTILITY SERVICES. THE RIGHT TO USE ALL DEPICTED EASEMENTS IS RESERVED FOR SUCH PUBLIC USE FOR UTILITIES, AND FOR OTHER PUBLIC PURPOSES, INCLUDING, BUT NOT LIMITED TO, POSTAL DELIVERY BOXES, NO STRUCTURES, OTHER THAN THOSE REQUIRED FOR SUCH PUBLIC UTILITY PURPOSES, ARE TO BE ERRECTED OR PLACED WITHIN SAID EASEMENTS. ALL SUCH AREAS ARE HEREBY CONVEYED OR RESERVED TO THE PUBLIC IN PERPETUITY. THE PUBLIC MAY HAVE ACCESS TO SUCH AREAS, SUBJECT TO MUNICIPAL REGULATION. THE RESPONSIBILITY TO MAINTAIN THE PROPERTY DEDICATED, EXCEPT AS NOTED, SHALL PASS TO THE PUBLIC BODY HAVING JURISDICTION WHEN SUCH DEDICATION HAS BEEN ACCEPTED. THE RESPONSIBILITY TO MAINTAIN THE SURFACE AREA OF PROPERTY OVER WHICH AN EASEMENT LIES SHALL REMAIN WITH THE OWNER AND OWNER'S SUCCESSOR IN INTEREST. THE RESPONSIBILITY TO MAINTAIN STORM WATER DETENTION FACILITIES, WHETHER LYING IN AN EASEMENT OR LYING WITHIN A DEDICATED RIGHT-OF-WAY, SHALL BELONG TO THE OWNER OF THE PROPERTY BENEFITED BY THE DETENTION OF STORM WATER FLOWING FROM THAT PROPERTY WHICH SHALL BE THE PROPERTY ADJACENT TO THE STORM WATER DETENTION FACILITY UNLESS SUCH FACILITY SERVES MULTIPLE PROPERTIES AS NOTED ON THE PLAT.

THIS PLAT IS GOVERNED BY THE MUNICIPAL CODE OF THE CITY OF CHUBBUCK, WHICH PROVIDES THAT A FINAL PLAT SHALL CONSTITUTE A DEDICATION; HOWEVER, APPROVAL OF THE FINAL PLAT SHALL NOT CONSTITUTE THE CITY'S ACCEPTANCE OF THE DEDICATION. SUCH ACCEPTANCE SHALL BECOME EFFECTIVE ONLY UPON THE EXECUTION BY THE MAYOR OF A SEPARATE INSTRUMENT FOR THAT PURPOSE AFTER THE CITY COUNCIL HAS FOUND THAT ALL STRUCTURES AND IMPROVEMENTS RELATING TO THE DEDICATED PROPERTY HAVE BEEN COMPLETED AND HAVE BEEN APPROVED UPON INSPECTION BY THE CITY. DEDICATION IS NOT BINDING UPON THE CITY UNTIL ACCEPTED.

HARVEST SPRINGS JV

Kevin Loveland  
KEVIN LOVELAND  
VIEW POINTE  
DEVELOPMENTS, LLC  
(MEMBER)

Ryan S. Satterfield  
RYAN S. SATTERFIELD  
SATTERFIELD REALTY  
& DEVELOPMENT, INC.  
(PRESIDENT)

Steven K. Frei  
STEVEN K. FREI  
SATTERFIELD REALTY  
& DEVELOPMENT, INC.  
(SECRETARY)

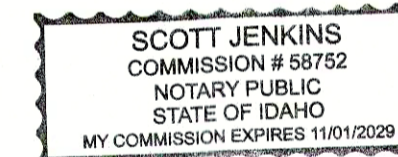
## ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF Bannock

ON THIS 25 DAY OF Sep, IN THE YEAR 2024, BEFORE ME Scott Jenkins, A NOTARY PUBLIC, PERSONALLY APPEARED KEVIN LOVELAND, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF VIEW POINTE DEVELOPMENTS, LLC THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

Scott Jenkins  
NOTARY PUBLIC

RESIDING IN Bannock COUNTY, STATE OF IDAHO.  
MY COMMISSION EXPIRES 1 DAY OF NOV, 2029.



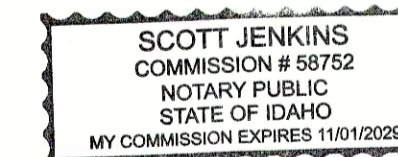
## ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF Bannock

ON THIS 25 DAY OF Sep, IN THE YEAR 2024, BEFORE ME Scott Jenkins, A NOTARY PUBLIC, PERSONALLY APPEARED RYAN S. SATTERFIELD, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT FOR SATTERFIELD REALTY AND DEVELOPMENT, INC. (AN IDAHO CORPORATION), THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME ON BEHALF OF THE CORPORATION.

Scott Jenkins  
NOTARY PUBLIC

RESIDING IN Bannock COUNTY, STATE OF IDAHO.  
MY COMMISSION EXPIRES 1 DAY OF Nov, 2029.



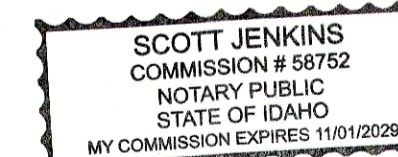
## ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF Bannock

ON THIS 26 DAY OF Sep, IN THE YEAR 2024, BEFORE ME Scott Jenkins, A NOTARY PUBLIC, PERSONALLY APPEARED STEVEN K. FREI, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY FOR SATTERFIELD REALTY AND DEVELOPMENT, INC. (AN IDAHO CORPORATION), THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME ON BEHALF OF THE CORPORATION.

Scott Jenkins  
NOTARY PUBLIC

RESIDING IN Bannock COUNTY, STATE OF IDAHO.  
MY COMMISSION EXPIRES 1 DAY OF NOV, 2029.



## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER 22411059 AND ARE HEREBY MADE A PART OF THE PLAT

## DEVELOPMENT AGREEMENT

THE CITY OF CHUBBUCK DEVELOPMENT AGREEMENT RECORDED AS INST. NO. 22410090 ARE HEREBY MADE PART OF THIS PLAT.

## CULINARY WATER

THIS SUBDIVISION IS ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF CHUBBUCK MUNICIPAL WATER SYSTEM.

## IRRIGATION WATER RIGHTS STATEMENT

DELIVERY OF IRRIGATION WATER TO INDIVIDUAL LOTS FROM A PRIVATE SOURCE HAS BEEN DONE IN COMPLIANCE WITH CITY OF CHUBBUCK CODE SECTION 16.12.230. PROPERTY OWNERS WILL BE OBLIGATED FOR ASSESSMENTS THROUGH THE CITY OF CHUBBUCK.

## SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: 9-26-2024 HEALTH DISTRICT SIGNATURE: Kathleen Pina

## CITY OF CHUBBUCK

THE PLAT ON WHICH THIS CERTIFICATION APPEARS HAS BEEN APPROVED BY THE CITY OF

CHUBBUCK, IDAHO, THIS 21<sup>st</sup> DAY OF AUGUST, 2024.

Kevin England  
KEVIN ENGLAND, MAYOR

Joey Bowers  
JOEY BOWERS, CITY CLERK

Bridge Morrison  
BRIDGE MORRISON, CITY ENGINEER PE NO. 12510

## COUNTY REVIEWING SURVEYOR'S CERTIFICATE

I, STEWART K. WARD, A LICENSED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I

APPROVE THE SAME FOR FILING THIS 1<sup>st</sup> DAY OF Oct, 2024.

Stewart K. Ward  
STEWART K. WARD PLS NO. 15295  
REVIEWING SURVEYOR

## COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE, I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH 10-31-24  
Jennifer Clark  
JENNIFER CLARK  
DATE 10-9-24

## COUNTY RECORDER'S CERTIFICATE

Instrument # 22411063  
Bannock County, Pocatello, Idaho  
10/09/2024 02:54:20 PM No. of Pages: 2  
Recorded for: SUNRISE ENGINEERING  
Jason C. Dixon Fee: \$11.00  
Deputy: jbrauer

Jason Dixon  
JASON DIXON, COUNTY RECORDER

## CASCADE FALLS AT HARVEST SPRINGS - DIVISION 1

LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	SURVEYED BY: SRM, PS
1.	OFFICE WORK BY: MLM, MSB
2.	DATE: September 24, 2024
DRAWING: P:\Satterfield Realty & Development\10453-Harvest Springs Blvd (Adams Property)\SURVEY\CAD\Cascade Falls-Division 1-FP (V2).dwg	
PROJECT NO: 10453 SHEET 2 OF 2	

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CASCADE FALLS**

KNOW ALL MEN BY THESE PRESENTS:

RECITALS

Whereas, the undersigned (hereafter "Declarant") is the owner of certain real property located in Chubbuck, Bannock County, State of Idaho, identified as Cascade Falls at Harvest Springs, such property being more particularly described in Addendum A attached hereto and made a part hereof (hereafter "Property"); and

Whereas, Pursuant to Section 2.6 of the Harvest Springs Community Documents, Declarant may establish a separate owners association to administer additional covenants applicable to a particular area within Harvest Springs; and

Whereas, Pursuant to Section 16.1 of the Harvest Springs Community Documents, Declarant may expand the community, bringing CASCADE FALLS into the Harvest Springs Community and subject to the Harvest Springs Community Documents recorded under instrument #2201425; and

Whereas, Declarant intends to subdivide the Property into lots and shall cause such lots to be conveyed subject to certain protective covenants, conditions and restrictions as hereinafter set forth in this Declaration of Covenants, Conditions and Restrictions (hereafter "Declaration").

DECLARATION

NOW THEREFORE, Declarant hereby declares that all of the Property described in Addendum A shall be held, sold, used, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the plat of any neighborhood within the development, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property and shall be binding upon all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each such party. The acceptance of any deed to or conveyance of any lot, part or portion of the Property by the grantees named therein or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with the Declarant and with one another to accept, hold, improve, use and convey the property described and conveyed in such deed or conveyance subject to this Declaration.

ARTICLE 1 – DEFINITIONS

The following definitions control in this Declaration.

Section 1.1. Association means the Cascade Falls Association its successors and assigns.

Section 1.2. Board of Directors means the governing body of the Association. The board shall consist of the Declarant while Founder Class membership exists and when no Founder Class membership exists the board shall consist of 3 Lot Owners as elected by the Association. Those

elected shall serve annual terms from the time of election at which time they may be replaced or re-elected.

Section 1.3. Declarant means, jointly and severally, Harvest Springs JV, and the Declarant's heirs, successors and assigns.

Section 1.4. Declaration means this instrument, and any amendments thereto.

Section 1.5. Entire Membership means all Members, regardless of class of membership. When a vote of the Entire Membership is referenced it means all potential votes for both Owner Owner Class and Founder Class Members.

Section 1.6. Lot means the separately numbered and individually described plots of land shown on any plat or plats recorded with regard to the Property and designated for private or public ownership.

Section 1.7. Member means every person or entity who holds membership in the Association. The Owners of Lots constitute the Members of the Association. Owners of public lots within the Property shall not be Members.

Section 1.8. Mortgage includes "deed of trust" and mortgagee includes "trust deed beneficiary."

Section 1.9. Owner means the entity, person, or group of persons owning fee simple title to any lot which is within the Property. Regardless of the number of parties participating in ownership of each lot, the group of those parties shall be treated as one "Owner."

Section 1.10. Plat means any neighborhood development plat recorded and subject to this declaration.

Section 1.11. Property means that certain real property described on Addendum A hereto, and such additions and annexations thereto as may hereafter be subjected to this Declaration.

Section 1.12. Directors means the members of the governing body of the Association.

## ARTICLE 2 - PROPERTY RIGHTS

Section 2.1. Limited Application of Article The provisions of this Article 2 shall apply to private Lots within the Development.

Section 2.2. Rules. The Board of Directors shall have the authority to promulgate rules and regulations for the governance of the Association's property, if any. These rules of the Association shall be compiled, and copies shall be made available for inspection and copying by the Members.

Section 2.3. Lots. Each Lot is owned in fee simple by the Owner.

## ARTICLE 3 -- MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Membership. Every Lot Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership. Membership in the Association automatically transfers upon transfer of title by the record Lot Owner to another person or entity.

Section 3.2. Voting Rights. The Association has two classes of voting membership:

OWNER CLASS. Owner Class Members shall be all Lot Owners with the exception of the Declarant, as defined in this Declaration. Owner Class Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a single Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

FOUNDER CLASS. The Founder Class Member shall be the Declarant (as defined in this Declaration) Founder Class Members are entitled to five (5) votes for each Lot owned. The Founder Class membership shall cease and be converted to Owner Class membership on the happening of any of the following events, whichever occurs earlier:

- (a) conveyance of seventy-five percent (75%) of all Lots to purchasers;
- (b) the expiration of ten (10) years from the first conveyance of any Lot to a purchaser; or Declarant.
- (c) the surrender of Founder Class membership status by the express written action of the Declarant

In the case of expansion (as provided under the Declaration) the Declarant's memberships appurtenant to the Lots in the expansion area shall be Founder Class memberships. If Declarant exercises its option to add additional Lots of any character, then at such time as additional Development plats are filed, the voting shall be adjusted accordingly, so that Declarant regains Founder Class voting status for all Lots owned, even if previously converted to Owner Class status in prior phases and according to the terms hereof.

#### ARTICLE 4 - FINANCES AND OPERATIONS

Section 4.1. Assessments. Assessments, above and beyond any Community Assessment as described in Section 12.6 of the Community Documents, may be put in place by the Neighborhood Association for the benefit of the Association if the need arises by recording an amendment to this document explaining the purpose of the assessment.

Section 4.2. Notice and Quorum for any Action Authorized Under Sections 4.1. Written notice of any meeting of Members called for the purpose of taking any action authorized under Sections 4.1 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast

sixty percent (60%) of all the votes of the Entire Membership shall constitute a quorum. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) days advance written notice, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.3. Books, Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

Section 4.4. Exempt Property. The following property subject to this Declaration is exempt from the assessments created herein:

- (a) All property dedicated to and accepted by any local public authority;
- (b) All Common Area;
- (c) All Lots owned by Declarant and, as long as the Declarant has Founder Class membership status.

#### ARTICLE 5 – INSURANCE

Section 5.1. Casualty Insurance on Insurable Common Area. The Association may insure any property, whether real or personal, owned by the Association, against liability, loss, damage or hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association.

#### ARTICLE 6 - ARCHITECTURAL CONTROL COMMITTEE

Section 6.1. Creation. The Declarant shall appoint a Neighborhood Architectural Control Committee (hereafter referred to as the “Committee”) consisting of three persons, one of whom shall be knowledgeable in the area of residential development. The Declarant shall have the power to remove members of the Committee and fill vacancies on the Committee until the earliest of the following: (a) the Declarant relinquishes this power in writing; (b) ninety percent (90%) of all Lots on the Property have been sold; or (c) structures have been constructed on seventy-five percent (75%) of all Lots in all phases of the Cascade Falls neighborhood and such structures are legally occupied. When the Declarant ceases to have this power, it shall give written notice of this event to each property owner and thereafter the property owners in Harvest Springs Development shall, within sixty (60) calendar days, elect new members of the Committee. Each Lot Owner shall have one vote for each lot owned. The initial Committee members elected by the lot owners shall be elected for terms of three years. No member of the Committee shall receive any compensation or make any charge for services rendered. The Committee shall adopt reasonable rules and regulations for the conduct of its proceedings and to carry out its duties. The Committee may fix the time and place for its regular meetings and such other meetings as may be necessary. The Committee shall meet monthly, or more or less often, on a regular basis as determined by the Committee. Written minutes shall be kept of Committee meetings and such

minutes shall be open to lot owners for inspection at reasonable times upon request. The initial committee shall consist of representatives from the Harvest Springs JV.

Section 6.2. Approval of Plans. No construction, remodeling, addition or modification of any kind of any structure and no excavation, grading or modification of the topography of any lot within the Property may occur without the written consent of a majority of the Committee. Submission and approval of applications to engage in the above activities shall be governed by rules, regulations and standards adopted by the Committee. The initial rules and regulations, subject to amendment by the Committee, are attached as Addendum B. After termination of the right of the Declarant to appoint and remove Committee members as set forth in Section 6.1, any rule or regulation may be amended, adopted or repealed by majority vote of all lot owners, by one vote for each lot owned. The issuance of a permit or granting of any approval by any governmental entity with respect to any matter shall not bind or otherwise affect the power of the Committee to refuse to approve such matter. Applications for approval shall be passed upon by the Committee within thirty (30) days of submission. In the event the Committee has not acted upon an application within such thirty (30) day period, the application will be deemed to be approved.

Section 6.3. Immunity from Liability. The Committee shall not be held liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant to this Declaration. Any errors or omissions in the design, construction, improvement or landscaping of any structure or property, and any violation of this Declaration or of any law or regulation, are the sole responsibility of the lot owner and the applicable designer, architect, or contractor. The Committee's review of plans shall in no way be concerned with structural, engineering or mechanical integrity or soundness, nor compliance with applicable laws or regulations.

Section 6.4. Injunctive Relief. Purchasers or lot owners within the Cascade Falls neighborhood acknowledge that any construction, remodeling, addition or modification of any kind of any structure and any excavation, grading or modification of the topography of any lot which occurs without the written consent of a majority of the Committee will cause irreparable harm to other owners and purchasers within Cascade Falls. Based thereon, any violation of this Article 6 by any person shall entitle the Committee, the Declarant, or the purchaser or owner of any lot within any neighborhood or phase of the Harvest Springs Development, to enforce this provision through immediate injunctive relief through the appropriate court. By purchasing a lot within Cascade Falls, such purchaser or lot owner, for themselves and their agents, representatives, successors and assigns, waives any and all defenses to the granting of such injunctive relief. Additionally, any purchaser or lot owner of any lot within Cascade Falls, agrees that such injunctive relief is in addition to any other damages or claims which the Committee, the Declarant, or any purchaser or lot owner within Harvest Springs Development may have hereunder or pursuant to law.

#### ARTICLE 7 - USE RESTRICTIONS

Section 7.1. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein contained, it shall be expressly permissible for Declarant to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Lots during the period of construction and sale of said lots and upon such portion of the premises as Declarant deems necessary including but not limited to a business office, storage areas, construction yard, signs, model units and sales offices.

Section 7.2. Land Use. Cascade Falls shall be used only for purposes consistent with the Master Plan, this Declaration and any Supplement. The owner of any property within the development may impose additional covenants on its property with such approval as may be required from the board. If the provisions of any such additional covenants are more restrictive than the provisions of this Declaration, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

Section 7.3. Exterior Building Materials. See Addendum B for Standards.

Section 7.4. RESERVED

Section 7.5. RESERVED

Section 7.6. RESERVED

Section 7.7. Landscaping and Park Strip. Landscaping of the front and side yards of lots must be completed within 60 days after occupancy unless significant weather limitations prohibit the planting or growth of vegetation under which the time shall be extended until 30 days after the beginning of the next growing season. Lots shall be landscaped such that all unpaved portions of street front or street side yards shall be planted in either grass, turf, other ground cover, or rock, all as acceptable to the Committee. Unless waived in writing by the Committee based upon special circumstances, front yard landscaping area shall be planted with a maximum of thirty percent (30%) desert or xeriscape landscaping and a minimum of forty percent (40%) of grass. Landscaping shall be maintained at a reasonable standard compatible with other homes in the Development. Shrub and tree planting on corner lots shall be located so as not to create a hazard for the movement of vehicles along streets. No trees or shrubs shall be planted on any corner. Lots shall be kept free of all tall, noxious or offensive weeds and plant growth by the owner of said lots. Should excessive growth occur on any lot, the owner shall be notified by the Committee, in writing, of such condition and shall be given thirty (30) days to correct the same, after which time the Committee may order such correction affected, the expense of which shall be charged to the owner of the lot or lots. Homeowners are responsible for the maintenance of the park strip between the curb and the sidewalk, and are to plant, care for and maintain trees evenly spaced in the park strip. These trees are to be of the species Little Leaf Linden, Lacebark Elm, or Crimson sunset Maple. Trees shall be planted along with all other landscaping. The park strip is to be vegetated with grass. Flowers and other non-invasive, smaller vegetation may be planted around the potting circle of each tree, but in no case shall any other type of tree or shrub be planted in the park strip.

Section 7.8. Fences, Walls and Barriers. Walls, fences and other barriers shall be constructed of materials manufactured for such purposes and erected in a proper and safe manner. Wood, Vinyl, Concrete, poured concrete, concrete block, cinder block, stone, or stucco of a color which blends with the exterior of the structure on the lot and which is of a color which conforms with other colors used within the Development. Poured concrete or concrete sections are allowed only if such materials are constructed with a finished surface. All walls, fences and barriers shall be kept and maintained in a visually pleasing manner and in a state of good repair. No wire netting, chicken wire, barbed wire, or chain link fences will be allowed.

Section 7.9. Sight Distance at Intersections. No fence, wall, hedge, or shrub which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be

placed or permitted to remain on any corner lot within a triangle formed by the street property lines and a line connecting them at points forty (40) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on a driveway or alley. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.10. Slope and Drainage Control. No structure, planting or material shall be placed or permitted to remain and no activities shall be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels. No change in the elevation of a lot shall be made and no change in the condition of the soil or level of the land of a lot shall be made which results in any permanent change in the flow and drainage of surface water which is detrimental to any other lot within the Property unless a drainage easement exists for such alteration. Construction of improvements and installation of landscaping shall be done in such a way that drainage water is retained on the lot and/or conveyed to appropriate drainage facilities and as not to detrimentally drain onto or across any other lot except for within the established drainage easements that run along each adjoining property line. The slope control areas of each lot and all improvements in them shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible. For those lots with a side slope, it will be the responsibility of the party that alters the existing grade, being the grade at the time of acceptance of the development by the City of Chubbuck, to insure the existing grade of any adjoining lots by means, if necessary, of a retaining wall, erosion resistant landscaping or other decorative structure on his/her property and provide means for lot drainage to flow according to the drainage plan.

Section 7.11. Sewage Disposal. No individual sewage disposal system shall be permitted on any lot, part or portion of the Property.

Section 7.12. Building Location. All buildings shall be located on all lots so as to comply with any requirements noted on the Plat and so as not to be in violation of Chubbuck City ordinances with respect to minimum setbacks. The above notwithstanding, in no event shall any portion of any building including eaves or steps, encroach upon any other lot. All construction shall be made only within designated and approved building pads.

Section 7.13. RESERVED

Section 7.14. Signs. Street and neighborhood signs shall be installed as per the master plan narrative (See Design Book). One sign of not more than six (32) square feet on each side may be used for advertising the lot for sale or rent or identifying the property during construction. Any sign used for advertising the property thereon for sale or rent, or for identifying the property during construction, shall be of the style, size, color and design, and shall strictly conform in all respects with this section. Banners, flags or streamers may be used for a period of no more than 30 days continuously and may not be replaced until 30 days have past without banners, flags or streamers on the property. The above notwithstanding, signs used by the Declarant to advertise the development and/or initial sale of any lot, part or portion of the Property shall be excluded from this restriction. For storefront uses, signs and usage shall be approved by the ARC.

Section 7.15. Care and Maintenance. Without limiting any other provision of this Declaration, each Owner shall maintain and keep such Owner's lot at all times in a safe, sound and sanitary condition and refrain from any activity which might interfere with the reasonable

enjoyment by other Owners of their respective lots. All structures, landscaping and improvements shall be maintained in good condition and repair at all times.

Section 7.16. Nuisances. No noxious or offensive activity shall be carried on, or be allowed to be carried on, upon any lot, part or portion of the Property, nor shall anything be done thereon which may become an annoyance to the neighborhood. This includes dogs or any other animals that are not kept within the boundaries of the owner's properties. No lot shall be used for any illegal purpose. Activities shall be permitted as per the zoning ordinance.

Section 7.17. RESERVED

Section 7.18. Garbage and Refuse Disposal. No lot, part or portion of the Property shall be used or maintained as a dumping ground for rubbish, rubble, trash, garbage, or other waste. All trash, garbage, rubbish, rubble, or other waste shall be kept in sanitary containers which are emptied on at least a weekly basis. No unsightly materials or other objects are to be stored on any lot in view of the general public or neighboring lot owners. No rubbish, trash, papers, junk, or debris shall be burned upon any lot, part or portion of the Property.

Section 7.19. Storage of Materials. No lot, part or portion of the Property shall be used or maintained as storage for building materials except during construction of improvements on the lot.

Section 7.20. RESERVED

Section 7.21. RESERVED

Section 7.22. RESERVED

Section 7.23. Oil and Mining Operations. No drilling, quarrying or mining operations of any kind shall be permitted upon, in or under any lot or part or portion of the Property, nor shall any oil or gas well, tank, tunnel, mineral excavation or shaft be permitted upon, in or under such lot or part or portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or part or portion of the Property.

Section 7.24. RESERVED

Section 7.25. Damages. Any damage inflicted upon existing improvements such as curbs, gutters, streets, sidewalks and such, by the purchaser or owner of any lot and/or their agents or builders, must be repaired as soon as possible after such damage is discovered, and the expense of such repair shall be borne by the lot purchaser or Owner.

Section 7.26. Code Compliance. Declarant and Owners are subject to, and shall abide by all federal, state and local regulations regarding the use and development of property, regardless of the provisions of this Declaration.

#### ARTICLE 8 – EXPANSION

Declarant reserves the right, at its sole election, to expand the Property to include additional

property more particularly described below, by unilateral action of Declarant without the consent of Owners, for a period of fifteen (15) years from the date of recording of this Declaration in the office of the Bannock County Recorder, County of Bannock, State of Idaho. The property, all or part of which may be included in one or more expansions, is located in Bannock County, Idaho, and is more particularly described as follows:

ALL PROPERTY LOCATED IN THE GENERAL VICINITY OF THE PROPERTY DESCRIBED IN ADDENDUM A, WHICH IS CONTIGUOUS TO ANY PHASE OF THE DEVELOPMENT.

Expansion shall occur by the Declarant filing:

a. an additional Development plat or plats creating additional lots and/or common areas on the property described above, stating on each plat the intention to have the property described on said plat bound by the terms, covenants and conditions of this Declaration upon the filing of a Declaration of Annexation: and

b. a Declaration of Annexation (after satisfying conditions hereafter stated), which shall state the Declarant's intention to have the area described therein subject to this Declaration. Upon the recording of such a Declaration of Annexation the property described therein shall be subject to this Declaration.

Any additional properties annexed hereto by the Declarant shall be exclusively for residential single family dwellings, with the exception of churches, schools, municipal fire stations or other community oriented structures as allowed by Declarant, architecturally compatible to the existing development, similar to the homes already constructed, constructed out of similar materials, with similar lot size. Declarant's Founder Class ownership status shall extend to all lots in the expansion area. Otherwise, Lot Owners in the original and expansion areas shall all have equal membership status in the Association. The liability for assessments (if any) of each Lot and in any expansion area shall be equal to the liability of each Lot in the original Property.

#### ARTICLE 9 - GENERAL PROVISIONS

Section 9.1. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any rule of the Association, including but not limited to any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained or any rule of the Association shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event action, with or without suit, is undertaken to enforce any provision hereof or any rule of the Association, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. The Directors may levy a fine or penalty not to exceed fifty percent (50%) of the amount of the maximum annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice, and opportunity for hearing.

Section 9.2. Declarant Immunity. By purchasing property within the Development, and unless otherwise stated in writing through a specific written warranty, the lot purchaser and

Owner assumes any and all risk of damage and personal injury and waives any and all known or unknown claims of whatever nature against the Declarant or its agents, employees, officers, representatives, successors and assigns with regard to the property purchased. Such waiver specifically includes, but is not limited to, any claims, damages, expense or loss caused by or related to any unforeseen surface or subsurface soil condition, soil compaction or lack thereof, rock falls, rock, block or other walls, or any other condition that may be associated with, or directly or indirectly related to, the purchase of such property or defects in design, construction, installation or management of improvements on such property.

Section 9.3. Severability. All of the conditions, covenants and reservations contained in this Declaration shall be construed together, but if any one of said conditions, covenants, or reservations, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired, and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Section 9.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot subject to this Declaration, and by their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 9.5. Amendment. After the occurrence of one of the events set forth in Section 6.1 which terminates the Declarant's right to appoint and remove members of the Committee, this Declaration may be amended by a written document signed by the Owners of two-thirds (2/3) of all lots in the Development. Until such time as one of the events set forth in Section 6.1 occurs which terminates the Declarant's right to appoint and remove members of the Committee, the Declarant is vested with the right to unilaterally amend this Declaration as may be reasonably necessary or desirable in the sole discretion of the Declarant.

Section 9.6. Declarant Exemption. The Declarant and all activities carried on by the Declarant in connection with the Development, development, sale, or related activity, with regard to the Property or any lot, is exempt and free from all restrictions and constraints in this Declaration.

Section 9.7. Violation as Nuisance. Every act or omission whereby any restriction, covenant or condition in this Declaration is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by appropriate legal action by the Declarant or any Owner or Owners of any lot or portion of the Property. Remedies under this Declaration shall be deemed cumulative and not exclusive.

Section 9.8. Enforcement. Each and all of the restrictions, covenants and conditions contained in this Declaration are for the benefit of the Declarant and the Owner or Owners of any lot or portion of the Property. Each restriction, covenant and condition shall inure to the benefit of and pass with each and every lot or portion of the Property and shall apply to and be binding upon each and every successor in interest thereto. The restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any such breach, or non-compliance therewith, may be enforced, enjoined,

abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the Owner or Owners of any lot or portion of the Property; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent Owner of such lot or portion of the Property shall be bound and obligated by this Declaration, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise. Failure by the Declarant or any Owner or Owners of any lot or portion of the Property, or their respective legal representatives, heirs, successors, or assigns, to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.9. Attorney Fees and Costs. In the event enforcement hereof is required against any person or entity, the prevailing party to such action shall be entitled to recover all costs and attorney fees so incurred, whether or not suit is filed, and at trial or on appeal.

Section 9.10. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid, to the last known address of the person who is entitled to receive it. Such notices shall be deemed received upon actual receipt or five (5) days after mailing, whichever is sooner.

Section 9.11. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 9.12. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 9.13. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

#### ARTICLE 10 - ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned in the Declarant's sole discretion.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this Declaration this 27 day of September, 2024

Declarant

Harvest Springs JV

View Pointe Developments, LLC

Satterfield Realty and Development, Inc.

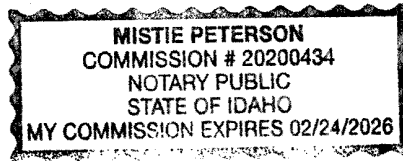
By: Kevin Loveland

By: [Signature]  
Ryan S. Satterfield

Title: Member

Title: President

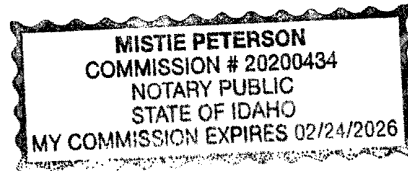
STATE OF IDAHO )  
 )  
COUNTY OF BANNOCK )



On this 27 day of September, 2024, before me personally appeared Ryan S. Satterfield, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Satterfield Realty and Development, Inc., a Idaho corporation and that the foregoing document was signed by him on behalf of such company in the capacity stated, he being duly authorized to do so by a resolution of the board of directors of Satterfield Realty and Development, Inc.

[Signature]  
Notary Public  
Residing at: Bannock County  
Commission Expires: 02/24/2026

STATE OF IDAHO )  
 )  
COUNTY OF BANNOCK )



On this 27 day of September, 2024 before me personally appeared Kevin Loveland whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Member of View Pointe Developments, LLC., and that the foregoing document was signed by him on behalf of such company in the capacity stated.

[Signature]  
Notary Public  
Residing at: Bannock County  
Commission Expires: 02/24/2026

ADDENDUM A

## CASCADE FALLS AT HARVEST SPRINGS

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 34 EAST AND THE NORTH HALF OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

**BEGINNING** AT THE SOUTH 1/4 CORNER OF SECTION 35, BEING MONUMENTED BY A 3/4" IRON ROD AS DESCRIBED IN CORNER PERPETUATION AND FILING INST. NO. 20520350; THENCE NORTH 00°06'55" EAST, FOLLOWING ALONG THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 848.35 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 89°53'09" EAST, LEAVING THE MERIDIONAL CENTERLINE OF SECTION 35, A DISTANCE OF 284.17 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 40°28'25" EAST A DISTANCE OF 258.41 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 49°31'35" EAST A DISTANCE OF 582.78 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 40°28'25" WEST A DISTANCE OF 602.14 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 209.30 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE NORTH 89°51'17" WEST, FOLLOWING ALONG SAID SOUTH LINE OF SECTION 35, A DISTANCE OF 402.26 FEET TO A POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF NON-TANGENCY WITH A 450.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 83°55'32" EAST;

THENCE LEAVING THE SOUTH LINE OF SECTION 35 AND FOLLOWING ALONG SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 05°55'45" FOR AN ARC LENGTH OF 46.57 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°06'35" WEST A DISTANCE OF 46.55 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 00°08'43" WEST A DISTANCE OF 290.18 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 2050.00-FOOT-RADIUS CURVE WHOSE

CENTER BEARS NORTH 89°51'17" WEST;

THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 07°04'39" FOR AN ARC LENGTH OF 253.23 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 03°41'02" WEST A DISTANCE OF 253.07 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE SOUTH 07°13'22" WEST A DISTANCE OF 51.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY AS DESCRIBED IN RECORD OF SURVEY INST. NO. 21903073, POINT BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

THENCE FOLLOWING ALONG THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 42°07'19" WEST A DISTANCE OF 14.38 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";

2. SOUTH 89°06'46" WEST A DISTANCE OF 89.99 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";  
THENCE NORTH 07°13'22" EAST, LEAVING THE NORTH RIGHT-OF-WAY LINE OF NEW DAY PARKWAY, A DISTANCE OF 54.32 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 1950.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS NORTH 82°46'38" WEST;  
THENCE FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 07°04'39" FOR AN ARC LENGTH OF 240.87 FEET (THE CHORD OF SAID CURVE BEARS NORTH 03°41'02" EAST A DISTANCE OF 240.72 FEET) TO A POINT OF TANGENCY MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";  
THENCE NORTH 00°08'43" EAST A DISTANCE OF 290.18 FEET TO A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023", ALSO BEING A POINT OF TANGENCY WITH A 550.00-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 89°51'17" EAST;  
THENCE FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 04°50'54" FOR AN ARC LENGTH OF 46.54 FEET (THE CHORD OF SAID CURVE BEARS NORTH 02°34'10" EAST A DISTANCE OF 46.53 FEET) TO A POINT OF NON-TANGENCY ON THE SOUTH LINE OF SECTION 35, BEING MONUMENTED BY A 5/8" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023";  
THENCE NORTH 89°51'17" WEST, ALONG THE SOUTH LINE OF SECTION 35, A DISTANCE OF 2.85 FEET TO THE **POINT OF BEGINNING**.  
CONTAINING 15.43 ACRES, MORE OR LESS.

## ADDENDUM B

### RULES, REGULATIONS AND STANDARDS OF CASCADE FALLS DEVELOPMENT

While the controls exercised by the Architectural Control Committee (hereafter referred to as the "Committee") must be maintained, the Committee does not intend to stifle innovative designs or architectural freedom. If any design elements of a prospective home appear to be in conflict with the controls or recommendations set forth, such conflicts must be resolved by the Committee and will, whenever possible, be resolved in favor of aesthetic and design quality.

The guidelines and restrictions contained herein are consistent with the provisions of the recorded covenants, conditions and restrictions of Harvest Springs Development (hereinafter "Covenants"). The Covenants are on record in the office of the Recorder, Bannock County, Idaho. Any violations of these guidelines or the Covenants may result in required changes to floor plans, colors, materials, etc. at the owner's and/or contractor's expense. No construction may begin in Harvest Springs Development without the issuance of a building permit issued by the City of Chubbuck.

#### SECTION 1.

A complete set of floor plans, outside elevations, and site plans as set forth and containing, at a minimum, the information listed below, shall be submitted to the Committee no less than ten (10) days prior to the desired date for commencement of construction. The plans must contain all of the following:

#### A. SITE PLAN

1. Show scale and over-all dimensions.
2. Indicate lot number and street name.
3. Indicate setback from street
4. Indicate grade elevations at front corners of lot and finished floor elevations.
5. All finished floor elevations must be a minimum of twelve (12) inches above the crown of the road of the front street elevations. Finished floor elevations are to be consistent with existing homes on the adjacent lots. (In instances where the contour of the land prohibits compliance, a special examination of the site will be made by the Committee and determination will follow.)

#### B. FLOOR PLAN

1. Show scale and over-all dimensions.
2. Indicate window and door locations and sizes.
3. Show location of all HVAC units, satellite dishes, and any other mechanical and/or non-mechanical devices. Locations of these items should be in the rear or side of the house and out of street view. (Special consideration will be given when rear installation is not feasible.)

#### C. ELEVATIONS

1. Note scale on plan.

#### D. COLOR SCHEMES AND EXTERIOR MATERIALS

1. Colors shall be consistent with neighboring colors. The Declarant and the Committee reserve the right to reject any scheme deemed to be inconsistent with the neighborhood.
2. The general design expressed on the exterior of the building must be covered in entirety by painted LP Smartside or Hardie siding, stone, brick or stucco, or a combination of such, or other materials as approved in writing by the Committee.
4. Innovative designs used on the front of the building using other materials will be considered on an individual basis.

E. RESERVED.

F. RESERVED

G. RESERVED

## SECTION 2.

DURING THE COURSE OF CONSTRUCTION, OWNERS AND CONTRACTORS WILL COMPLY WITH THE FOLLOWING CONDITIONS AND AGREEMENTS.

A. **Trash Receptacles and Debris Removal.** Owners and contractors shall clean up all trash and debris at the end of each day. An approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. Trash receptacles must be emptied at least once a week (and more often if necessary) at an appropriate off-site facility.

B. **Concrete Trucks.** Concrete trucks may be washed out only on the lot being built upon and inside the construction area of such lot. No concrete trucks shall be washed out on any other lot within the Development. The owner and contractor are responsible for containing all washout to preclude this water from entering washes and contaminating tree roots.

C. **Cleanliness.** During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, or affecting other parcels or any easement. Any cleanup costs incurred in enforcing these requirements shall be payable by the owner and contractor. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed.

D. **Materials Storage.** Construction materials shall be stored on the lot, only for such time as reasonably needed and in orderly array.

E. **Sanitary Facilities.** Each owner and contractor shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be provided.

F. **Vehicles and Parking Areas.** All construction vehicles shall be parked within the lot being built upon or on the public street.

G. **Conservation of Native Landscape.** The Committee shall have the right to protect major terrain features, rocks, or plants. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

H. **Dust and Noise Control.** The owner and contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud that is the result of

construction activity on the site and the owner shall ensure that the contractor undertakes such responsibilities. The volume of stereos, radios or any equipment must be maintained at a LOW LEVEL that does not disturb the quiet peace and enjoyment of adjoining property owners or the surrounding neighborhood.

I. **Material Deliveries.** All building materials, equipment and machinery required to construct a residence must be delivered to and remain within the lot. This includes all building materials, earth moving equipment, trailers, generators, mixers, cranes, and any other equipment or machinery.

J. **Firearms.** Carrying any type of firearm on the Property by construction crews is prohibited.

K. **Alcohol and Controlled Substances.** The consumption of alcohol or use of any controlled substance on any construction site is prohibited.

L. **Fires and Flammable Materials.** Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard on the construction site, are prohibited.

M. **Restoration of Property.** Upon completion of construction, each owner and contractor shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring natural contours, rocks, trees, and natural vegetation as approved or required by the Committee. Each owner and contractor involved with construction activities on any lot in the Development shall repair any damage to sidewalks, curbs, gutters, streets, culverts, drainage, pathways, or other Development improvements which was caused by construction, construction traffic, or other causes related to construction activities. The repair of such Development improvements shall be made as construction on the lot is completed and before the issuance of a certificate of occupancy by the City of Chubbuck.