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AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

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**SAGE SPRINGS SUBDIVISION**



Executed 7/28/2022

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**ENFORCEMENT OF COVENANTS AND RULES**

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**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAGE SPRINGS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAGE SPRINGS SUBDIVISION (this “**Amended and Restated Declaration**”), is made on the 28 day of July, 2022, by the Lot Owners (the “**Owners**”) in Sage Springs Subdivision, Blaine County, Idaho (the “**Subdivision**”).

WITNESSETH:

WHEREAS this Amended and Restated Declaration has been adopted by at least 75 percent of the members of the Association, all of whom are the owners of property within the real property described in the Plat of Sage Springs Subdivision (the “**Plat**”) recorded as Instrument 326868 in the real property records of Blaine County, Idaho (the “**Records**”) and fully replaces and supersedes that certain Declaration of Covenants, Conditions & Restrictions Sage Springs Subdivision recorded in said Records on January 10, 1991, as Instrument 326866 (the “**1991 Declaration**”), as it was subsequently amended and revised by documents recorded on April 25, 2007 and March 3, 2010 as Instruments Nos. 547071 and 575563, respectively (collectively, the “**Original Declaration**”).

WHEREAS, pursuant to the Original Declaration, the Owners are all members of the Sage Springs Homeowners Association, Inc. (the “**Association**”). (The terms “Owner” and “Member” are used interchangeably in this Amended and Restated Declaration, as are the terms “Owners” and “Members”).

WHEREAS the Association has adopted this Amended and Restatement of Declaration of Covenants, Conditions and Restrictions for the following reasons:

1. To amend sections of the Original Declaration that have proven to be vague;
2. To amend sections of the Original Declaration to meet current legal requirements for enforcement;
3. To amend or remove sections of the Original Declaration that are no longer desired or applicable and
4. To update sections of the Original Declaration to meet current needs of the Association.

WHEREAS all of the property within Sage Springs Subdivision shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth herein, which are for the purpose of protecting the value and desirability of said property, and which shall run with the title to said real property and be binding upon all parties having any right, title or interest in the lands within the Subdivision or any part thereof. This Amended and Restated Declaration is intended to limit nuisance and annoyance, improve the overall aesthetics of the development and encourage the appreciation of real property values. Accordingly, the Association is empowered with the administrative authority to enforce these regulations for the betterment of all Sage Springs Lot owners.





NOW, THEREFORE, in consideration of the premises and the terms and conditions herein stated, the promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, it is agreed that the Original Declaration is hereby amended and restated as set forth below.

The “WHEREAS” clauses listed above are hereby incorporated as substantive and enforceable provisions of this Amended and Restated Declaration This Amended and Restated Declaration shall fully replace and supersede the Original Declaration.

### **ARTICLE 1. DEFINITIONS**

Section 1. “The Association” shall mean the Sage Springs Homeowners Association, a non-profit corporation organized under the laws of the State of Idaho and composed of the owners of the Lots which are subject to the provisions hereof.

Section 2. “Architectural Committee” shall mean the Committee established under Article 3 hereof.

Section 3. “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

Section 3. “Building Envelope” shall refer to the designated area in each Lot shown on the Plat.

Section 4. “Common Area” shall mean the parcels identified on the subdivision plat as Common Area and owned and managed by the Sage Spring Homeowners Association.

Section 5. “Improvement” shall mean all things constructed upon above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, fences, screening walls and retaining walls, stairs, and landscaping installations, whether temporary or permanent, fixed, or movable. Improvement shall also mean any excavation or fill for any purpose which affects or alters the natural or existing flow of water. Repair only of existing structures and replacement of existing landscape with landscape shall not be considered an “Improvement” as defined herein.

Section 6. “Light Trespass” shall mean light falling on the property of another or the public right of way when it is not required to do so.

Section 7. “Lot” shall mean and refer to any plot of land shown upon any recorded Plat of the property.

Section 8. “Owner” shall mean and refer to the record owner whether one or more persons or entities of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation.

Section 9. “Political Sign” shall mean any fixed, ground-mounted display in support of or in opposition to a candidate for office or a ballot measure.



Section 10. "Private Nuisance" shall mean the unreasonable, unwarranted, or unlawful use of one's property in a manner that substantially interferes with the enjoyment of or use of another individual's property without actual trespass or physical invasion to the land.

Section 11. "Property" shall mean and refer to that certain real property hereinbefore described.

Section 12. "Sage Springs Subdivision Architectural Standards" shall mean the document enacted by the Architectural Committee which defines the design review process, establishes construction regulations, and building and design standards.

Section 13. "Structure" shall mean an edifice, building, or any piece of work artificially built up or composed of parts jointed together in some definite manner.

## **ARTICLE 2. SAGE SPRINGS HOMEOWNERS ASSOCIATION**

### **Section 1. Membership**

- a. Every person or entity who becomes a record owner of any Lot in the Subdivision shall be a member of the Association and shall remain a member of the Association for the period of its ownership. Each Member shall be entitled to one membership for each Lot owned. Each membership shall be appurtenant to the Lot and shall be transferred automatically by conveyance or transfer of the Lot. No person or entity other than an owner may be a Member, but the membership rights of an owner may be assigned to a Mortgagee as and for the security for a loan secured by a mortgage of a Lot within the Subdivision.
- b. All owners of such Lots shall be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of Sage Springs Homeowners Association, which Articles and Bylaws together with subsequent amendment thereof, are incorporated in and by reference set forth in full herein.

### **Section 2. Voting Rights**

- a. At any meeting of the Sage Springs Homeowners Association, each owner, shall be entitled to cast the number of votes equivalent to the number of Lots owned by such owner in the total subdivision.
- b. Any owner may attend and vote at such meeting in person or by agent duly appointed in writing, signed by the Lot Owner, and filed with the Association.

## **ARTICLE 3. ARCHITECTURAL COMMITTEE AND CONTROL OF PROPERTY IMPROVEMENT AND CONSTRUCTION**

Section 1. Architectural Committee. The Architectural Committee shall mean the Board of Directors when acting as the Architectural Committee, as it is constituted from time to time now and in the future, unless otherwise resolved by the Board of Directors. Said Architectural Committee shall have and exercise all the powers, duties, and responsibilities set out in this instrument, and shall also have the authority to establish such rules, regulations, and procedures



for the administration of its responsibilities which are not inconsistent with Amended and Restated Declaration.

## Section 2. Approval by Architectural Committee.

With the exception of preconstruction investigative activity, no Improvement (as defined in Article 1, Section 5) of any kind, including, but not limited to, dwelling houses, barns, stables, outbuildings, swimming pools, tennis courts, ponds, parking areas, fences, walls, garages, antennae, flagpoles, shall ever be constructed or altered on any lands within the Subdivision, nor any vegetation be altered or destroyed nor any landscaping performed on any Lot, unless the complete architectural plans for such construction or alteration or landscaping are approved in writing by the Architectural Committee prior to the commencement of such work. Improvements approved or deemed approved by a Sage Springs Board of Directors or an Architectural Committee at any time prior to the recording of this Amended and Restated Declaration shall be grandfathered in and shall not be subject to review, revision, or further approval under this Amended and Restated Declaration.

## Section 3. Purpose

- a. The purpose of the Architectural Committee is to administer the Subdivision Architectural Standards by overseeing changes and modifications to a property through an application and appeal process.
- b. The established processes are designed to balance the interests of individual homeowners and the community, maintaining a consistent and harmonious neighborhood that is architecturally and artistically pleasing, ensuring that architectural standards are met and property values are protected.
- c. Ultimately, the Architectural Committee must put the interests of the community above the interests of individual members by confirming that all improvements constructed or installed on a Lot reasonably conform to and harmonize with existing surroundings, residences, landscaping, and structures located within the Subdivision.

## Section 4. Creation

- a. The Board may hire a representative to act for it and may hire a representative to inspect construction projects or any other changes to the existing states of properties for compliance with plans approved by the Architectural Committee.
- c. Whenever a member of the Architectural Committee has a pecuniary interest in an application or matter presented to the Committee, or when the member of the Architectural Committee may be unduly influenced in favor or against an applicant, that member shall recuse him/herself from voting. A member of the Architectural Committee who must recuse him/herself according to the preceding sentence shall immediately provide notice thereof to the chairman of that fact when it becomes apparent to the member that such



recusal is required. In his/her place the Board shall designate the elected Architectural Committee Alternate to serve.

#### Section 5. Duties and Responsibilities

- a. The Architectural Committee shall have and exercise all the powers, duties and responsibilities set out in this instrument. including:
  1. Managing the application and approval process;
  2. Accepting design review applications from Homeowners to construct, erect, add onto or change structures or topography on their property;
  3. Responding to Homeowner questions related to such applications promptly;
  4. Ensuring that the design review process is followed diligently by all parties;
  5. Seeking professional advice when needed;
  6. Maintaining a record of all correspondence with applicant or any related party;
  7. Assembling all materials, records of communication and Architectural Committee meeting minutes related to each applicant;
  8. Providing this record to the applicant if requested;
  9. Monitoring the community for violations of standards;
  10. Fairly enforcing standards outlined in the governing document; and
  11. Making subjective and objective decisions about guideline compliance.

#### Section 6. Authority and Policies Guiding the Architectural Committee

- a. The Architectural Committee shall govern the architectural design review process for new homes, additions, alterations, improvements, and changes within the Subdivision, and that are in keeping with the purposes and provisions of this Declaration.
- b. The Architectural Committee shall have discretion pursuant to Article 3, Section 1, to approve or disapprove any Improvement of the existing state of property but shall exercise such discretion with the following objectives in mind, among others; (1) to carry out the general purposes expressed in this Declaration; (2) to prevent violation of the Declaration; (3) to exercise its enforcement powers in a manner that is procedurally fair and reasonable; (4) and to make enforcement decisions in good faith, not arbitrary or capricious.
- c. The vote or written consent of a majority of the Architectural Committee shall constitute action of the Architectural Committee. If the Architectural Committee fails to decide any application or request within forty-five (45) days after the complete submission of the plans, specifications, materials and other information with respect thereto, then such





application or request for approval shall be deemed to have been approved by the Architectural Committee.

- d. The Architectural Committee is authorized to condition its approval upon changes in the plans or applications submitted and to require assurances and guarantees as to performance and compliance with the rules, regulations, and requirements of the Architectural Committee. Any approval which is conditioned upon revisions to submitted plans or applications or upon required agreements and assurances shall not take effect until such conditions have been met and such agreements and assurances provided. The Architectural Committee may also require the submission of samples of proposed building materials or any other data or information necessary for it to reach its decision. All approvals must be evidenced by the signatures of at least a majority of a quorum of the Members of the Architectural Committee voting thereon.
- e. After approval of any proposed exterior improvement by the Architectural Committee, the proposed exterior improvement shall be accomplished as promptly and diligently as possible, and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed exterior improvement within (2) years after the date of approval of the application, or such other time as may be provided on the application or the document granting approval, or failure to complete the exterior improvement in complete conformance with the terms and conditions of the approval, shall constitute noncompliance with the requirements for approval issued by the Architectural Committee and a violation of this Article; provided, however, that the Architectural Committee may grant extension(s) of time for completion of any exterior improvement(s).
- f. Homeowners may make improvements and modifications to the interior of the structure without consideration or approval of the Architectural Committee, so long as it does not alter the property's exterior appearance or structural integrity.
- g. No building, outbuilding, fence, wall or other Improvement whether permanent or temporary shall be constructed or erected upon the property nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approval received in writing by the Architectural Committee.
- h. The Architectural Committee shall have authority to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards, guidelines, and rules and regulations, to interpret, implement, and expand the purposes of this Article. Such provisions may include guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Architectural Committee, may state procedural requirements, may specify acceptable exterior improvement(s) that may be installed without the prior approval of the Architectural Committee, may include architectural standards, design guidelines, restrictions and/or other provisions, pertaining to any matters. In addition, such provisions may provide for blanket approvals, interpretations and/or restrictions on exterior improvements. By way of example, and not by way of limitation, such provisions may state that certain type(s) of screen door(s) will be acceptable and will not require



approval. All exterior improvements proposed to be constructed, and any guidelines that are adopted, shall be done and used in accordance with this Declaration and then-current Sage Springs Subdivision Architectural Standards. This document is available upon request from the subdivision's property manager or Board of Directors.

- i. Each application for the review of plans, specifications and other documents (the "**Review Materials**") reasonably required by the Architectural Committee shall be accompanied by an application fee as reasonably necessary to cover the professional fees to be incurred by the Association in processing the Review Materials. The amount of the application fee may vary from time to time, as determined by the Architectural Committee in its sole and absolute discretion. The application fee shall initially be \$500 for new construction and \$200 for any remodel, addition, or alteration. The applicant shall be responsible for any professional fees incurred by the Architectural Committee in excess of the initial application fee. The applicant shall pay the amount of such additional professional fees within fifteen (15) days of its receipt of an invoice for the same from the Architectural Committee, or its representative. In the event the applicant shall fail to timely pay the amount of the invoice in full, the unpaid amount shall be deemed to be an assessment against the Lot for which the application was filed, which assessment may be collected by any means permitted in this Amended and Restated Declaration. Any unused fee amount shall be refunded to the applicant within fifteen (15) days after final release of the improvements by the Architectural Committee as described in Compliance Section 9-c.

#### Section 7. Architectural Variances

- a. The Architectural Committee may authorize an architectural variance from any of the architectural provisions where extraordinary circumstances exist that justify the variance. Such circumstances may include but are not limited to topography, natural obstructions, hardship, or environmental considerations.
- b. Such variances must be evidenced in writing, must be signed by at least two (2) Architectural Committee members and shall become effective upon recordation in the office of the Blaine County Recorder.
- c. The granting of such variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the Lot and particular provisions covered by the variance.

#### Section 8. Appeal

- a. In the event the Architectural Committee shall disapprove any plans or specifications, the person or entity submitting such plans may appeal the Architectural Committee's decision at the next annual or special meeting of the full membership where an affirmative vote of at least three-quarters (3/4) of the members' votes entitled to be cast at such meeting shall be required to change the decision of the Architectural Committee.



- b. A special meeting of the owners may be called at any time for this purpose by written notice to all members signed by three (3) or more Lot owners. Said notice shall specify the date, time and place of the meeting and the appeal to be considered thereat.

Section 9. Compliance

- a. Upon completion of any residence or other improvement, the Owner shall give written notice of completion to the Architectural Committee.
- b. Within thirty (30) days of such notification, a representative of the Architectural Committee may inspect the residence or other improvements for compliance. If the Architectural Committee fails to inspect the residence or improvements within thirty (30) days after its receipt of notice of completion from the Owner, then the residence or improvements shall be deemed to be accepted as conforming to the plans and specifications previously approved by the Architectural Committee. Upon notice to the Owner, the Architectural Committee may extend the time for inspection as reasonably necessary to accomplish its inspection required herein.
- c. If all improvements comply with these Design Guidelines, the Architectural Committee shall, within 30 days of the date of the inspection or deemed acceptance of the improvements, issue a written approval to the Owner, constituting a final release of the improvements by the Architectural Committee.
- d. If it is found that the work was not done in compliance with the approved plans or any portion of these Design Guidelines, the Architectural Committee shall notify the Owner in writing of such non-compliance within thirty (30) days of the date of the inspection, specifying the particulars of non-compliance, and shall require the Owner to remedy the same, subject to the enforcement provisions of Article 5.

**ARTICLE 4. GENERAL RESTRICTIONS ON ALL LOTS**

Section 1. Mining

No mining, quarrying, tunneling, excavating, or drilling for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth, shall be permitted on or within any Lot.

Section 2. Lot Use

- a. No Lots shall be occupied or used for any noxious activity, and nothing shall be done on any of said Lots which creates a private nuisance or might become a private nuisance to the Owner or Owners of any of the Lots. Private nuisances may include but are not limited to: Illegal activity, noise pollution, light pollution, unsightly aesthetics, and constant dog barking.
- b. Home occupations may be permitted as a conditional use as provided by the Blaine County Zoning Ordinance.



### Section 3. Signs

- a. With the exception of one (1) “For Rent” or “For Sale” sign, (which shall not be larger than 20” x 26”) and except for one (1) entrance gate sign of a style and design approved by the Board of Directors, no advertising signs, billboards, unsightly objects or nuisances shall be erected, altered or permitted to remain on any Lot.
- b. Lot Owners may display official political lawn signs on their property with restrictions permitted by Idaho statute to include only signs that are ground-mounted, no larger than 20” x 26” and number no more than one per candidate or ballot measure.
- c. Political signs may be placed sixty (60) days before the election and must be removed no more than seven (7) days after the election.
- d. Offending political signs may be removed by the Association only after providing the Owner three (3) days’ written notice that specifically identifies the rule and the nature of the violation.

### Section 4. Flags

- a. Lot Owners shall refrain from displaying flags or banners that convey controversial political messaging through words, symbols, images, or color schemes. Controversial shall mean subject of intense public argument, disagreement, or disapproval.

In accordance with Blaine County Ordinances the following restrictions regarding flag display will also apply:

- b. Owners may place a single flagpole attached to a dwelling, or freestanding in the front yard on their property.
- c. Flagpole shall be constructed of permanent long-lasting materials.
- d. Flagpole shall not exceed a height of twenty (20) feet.

### Section 5. Animals

- a. Owners and Lessees of Lots may have ordinary household pets so long as such pets are disciplined and do not constitute an undue annoyance to other Owners and/or Lessees of Lots.
- b. All dogs shall be confined to the Owner’s yard unless accompanied by Owner and in Owner’s control.
- c. Owners and Lessees of Lots may board horses on their property as permitted by Blaine County Ordinance, and, subject to rules, if any, promulgated by the Board of Directors. Horse area to be kept in sanitary and healthful condition to avoid creating unhealthy and unsightly conditions for adjacent properties.





- d. Animals other than horses and “normal” household pets shall be subject to written approval by the Board of Directors.
- e. The number of grazing animals shall be limited to four (4) for each subdivision Lot.
- f. Horses and other grazing animals shall be properly fenced.
- g. Lot Owners shall be responsible to exercise diligent control of livestock and maintain their property and corrals in a clean, sanitary and nuisance-free manner at all times.
- h. No grazing of animals shall be allowed along Wilson Creek flood plain as designated on the Subdivision Plat or in the undisturbed natural area of each Lot or the Subdivision common open space, unless otherwise approved by the Board of Directors.
- i. The Board of Directors shall schedule a hearing upon notice to the Association by a Lot Owner of a Lot Owner who is alleged to be in violation of the provisions of this section.

#### Section 6. Resubdivision

No Lot described on the recorded plat shall be subdivided into smaller Lots or conveyed or encumbered in any less than the full original dimension as shown on said recorded plat, provided, however, that conveyance or dedications of easements for utilities may be made for less than all of one (1) Lot.

#### Section 7. Combining Lots

If two (2) or more contiguous Lots are owned by the same Owner or Owners, they may be combined into one (1) or more larger Lot or Lots by means of a written document executed and acknowledged by all the Owners thereof, approved by the Board of Directors, and recorded in the real property records of Blaine County, Idaho. Thereafter, the new and larger Lot or Lots shall each be considered as one (1) residential Lot for all the purposes of these covenants.

#### Section 8 Service Yards and Trash

- a. All clotheslines, equipment, service yards or storage piles on any Lot shall be kept screened by adequate fencing or planting so as to conceal them from the view of neighboring Lots and access roads.
- b. All rubbish and trash shall be removed from all Lots and shall not be allowed to accumulate and shall not be burned thereon, except upon approval of the Blaine County fire inspector and issuance of a burning permit.

#### Section 9. Underground Utility Lines

All water, gas, electrical, telephone, cable TV and other pipes and lines and all other utility lines shall be buried underground.

#### Section 10. House Trailers, Mobile Homes, Tents



No house trailer, mobile home, manufactured home, yurt, permanent tent, or temporary structure shall be permitted on any Lot. All buildings shall be constructed on the Lot.

#### Section 11. Recreational Vehicles, Boats and Equipment

The storage, construction, repair or maintenance of a recreational vehicle, boat, or equipment is permitted only if screened from panoramic Rodeo Drive "street view" unless otherwise approved by the Board of Directors. Screened is defined as behind a building, six-foot wall or solid fence, dense plantings or similar. Although horse trailer storage is excluded from this Restriction, voluntary compliance, where feasible, is preferred.

#### Section 12. Antennas and Satellite Dishes

Antennas and satellite dishes which receive direct broadcast satellite service or television broadcast signals may be installed but shall not be visible from access roads or adjoining Lots so long as the specified location does not prevent the Owner from receiving signals of acceptable strength and the owner has exclusive use or control of the area where the dish is to be installed; provided, however, that the requirements of this Section 12 shall be subject to the Telecommunications Act of 1996, as amended, and applicable regulations promulgated in connection therewith.

#### Section 13. Exterior Lighting.

In order to eliminate or reduce the nuisance and hazards of light pollution, including, but not limited to glare, light trespass, sky glow, energy waste, and negative impacts on the nocturnal environment, all exterior lighting shall conform to these Blaine County Ordinances:

- a. Fixtures shall be mounted such that no light is emitted above the horizontal plane of the fixture.
- b. All light sources shall be downcast and fully shielded. Fully shielded shall mean the luminaire incorporates a solid barrier (the shield), which permits no light to escape through the barrier.
- c. Correlated color temperature of any exterior light source shall not exceed three thousand (3,000) Kelvin.
- d. All light fixtures, including security lighting, shall be aimed and shielded so that the direct illumination shall be confined to the property boundaries of the source.
- e. Motion sensing light fixtures shall be fully shielded or properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.
- f. Up lighting is prohibited.



- g. Strings or strand lighting is prohibited.
- h. Holiday lighting may be displayed between November 15 and February 1 as long as every reasonable effort to mitigate the effects of light on the environment and surrounding properties has been taken.

#### Section 14. Sewage Disposal

- a. Individual septic tank and drain field shall be installed and maintained on the Lot by the Owner. Leaching fields shall be installed by the Owner in accordance with the Idaho State Health and Environmental Services standard on record with the State Health Department Office.
- b. Prior to installation, Owner must furnish to the Board of Directors written proof of compliance with Idaho Department of Health and Welfare, Blaine County ordinance and a permit from the South Central Public Health District.

#### Section 15. Size of Residence

- a. A single-story residence shall contain at least eighteen hundred (1,800) square feet and a two-story residence shall contain at least twenty-four hundred (2,400) square feet.
- b. The maximum size of any residence shall be 6,500 square feet. Such square footage shall not include the garage, porch or deck area and must meet all Blaine County building ordinances.
- a. Each dwelling shall include a garage or garages adequate in size to accommodate at least two (2) full sized cars.

#### Section 16. Driveways

- a. Lot 8 shall have a single driveway access across Wilson Creek with properly sized culvert. Lots 9a shall utilize the platted easement along the common Lot line between Lots 9a and 10a to develop one creek crossing with the properly sized culvert. Lot 10a shall be permitted to develop and utilize one vehicular crossing that will access the building envelopes on both sides of the creek with properly sized culvert. Lot 10a shall provide non-motorized public access across the creek from the western end of Rodeo Drive to a non-motorized public access along the Northern Bank of the creek.
- b. Lots 18 and 20 shall have shared driveway access as reflected on the Sage Springs Subdivision plat.
- c. All other Lots shall have single driveway access.



- d. Residential driveways shall be gravel surface, asphalt or concrete pavers or as approved by the Board of Directors and shall always be maintained in good condition and repair at all times.

Section 17. Setbacks

- a. All buildings constructed on a Lot shall be subject to the following setbacks: (1) Minimum front yard 50' from subdivision road, (2) Minimum side yard and rear yard 50'.
- b. All building envelopes shall be restricted to lands 50' downhill from the 15% slope line. The exact location of the 15% slope shall be field verified prior to construction on any lot.
- c. No buildings shall be constructed above the 15% slope line of a Lot.

Section 18. Maintenance.

All Lots and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive, and slightly condition and repair and free of noxious weeds, which shall be the responsibility of the Owner.

Section 19. Wilson Creek

- a. The flow of Wilson Creek shall not be altered or restricted in any way.
- b. No buildings, fences, or other structures shall be constructed in the Wilson Creek flood plain.
- c. All Wilson Creek crossings shall be sited and constructed to accommodate a one hundred (100) year flood flow.
- d. Wilson Creek riparian Lot Owners are restricted to noxious weed control, reseeding, erosion control and development of the wildlife habitat of the flood plain.

Section 20. Fire Protection and Impact Fees

- a. Each Lot Owner shall be responsible to pay any impact fees assessed by the County in connection with the Lot that are incurred after closing, and further shall be responsible to comply with the terms and conditions of the Blaine County Fire Protection Ordinance and Impact Fee Ordinance.
- b. Lot Owners that construct residences of 4,000 or more square feet shall comply with the NFPA 13 2022 Edition, Specifications for Individual Home Fire Protection Systems as amended.
- c. All homes shall meet the 1231 standard for minimum rural water supply for fire protection.





### Section 21. Wildlife

- a. Lot Owners shall be solely responsible to repair and bear the cost of any damage to their property caused by wildlife.
- b. There shall be no big game feeding within the subdivision. Hay or feed stored on a Lot must be protected and screened to prevent big game access.
- c. The Board of Directors shall schedule a hearing upon notice by a Fish and Game Officer of a violation of this Section. A Lot Owner found in violation of the terms of this Declaration by the Board of Directors shall be subject to the penalties as provided herein.

### Section 22. Erosion Control

- a. Lot Owners are responsible to control noxious weeds as defined by Section 22-2407 Idaho Code, as amended, on their Lots at all times.
- b. A Lot Owner that has a portion of his Lot located in the Wilson Creek flood plain, if any, shall revegetate any eroded area by seeding of 28# seed per acre with the ratio of 20# of annual rye grass to 7# of Ephraim crested wheat grass to 1# of Sodar stream bank grass, or comparable revegetation that meets Soil Conservation standards.
- c. Lot Owners are responsible to control erosion on their Lots.
- d. An absentee Lot Owner shall be responsible to meet Soil Conservation standards for his Lot.
- e. A residential Lot Owner who improves his Lot with either the minimum landscaping or maximum landscaping (1/2 acre) required by this Declaration shall be required to leave the remainder of its Lot in natural vegetation.
- f. There shall be no clearing of the Lots except for two (2) acres of fenced horse corral.
- g. The Board of Directors shall schedule a hearing upon notice to the Association by an agent of the U.S. Soil Conservation Service of an alleged violation of the terms of this section.
- h. If the Board of Directors finds that the Lot Owner is in violation of this Section, the Lot Owner shall be subject to the penalties as provided in Article 5.

### Section 23. Outbuildings

- a. Outbuildings shall be permitted as allowed by Blaine County Ordinance. Provided, however, the number of separate buildings shall be restricted to three for each Lot.
- b. A Lot Owner may use an outbuilding as his/her temporary living quarters provided the primary residence is completed within two (2) building seasons thereafter.



- c. All outbuildings shall be contiguous with either the corral or the residence landscape area, unless otherwise approved by the Architectural Committee.

#### Section 24. Easements

- a. There shall be no residential building construction within designated easements and all other development within easements shall meet County requirements.
- b. The perimeter of the subdivision and Lots adjacent to the perimeter shall be subject to a recreational easement of twenty feet in width for the benefit of Rotarun Ski Club, Inc. and Blaine County Recreational District. The easement shall be restricted to non-motorized use.

#### Section 25. Transmission Line

There shall be a minimum fifty (50) foot separation between the outside wire of the 138KV transmission line running through Lot 1 and any residential building site of Lot 1. The Blaine County Planning and Zoning has determined that exposure to power line influences may have negative health effects.

#### Section 26. Avalanche Zone

No residential construction shall be allowed in avalanche red or blue zone areas.

#### Section 27. Airplane Corridor

The subdivision area is used as a civilian airplane corridor to and from Friedman Airport.

#### Section 28. Geothermal Easement

- a. All property within the setback limitations of the Lots in the subdivision shall be subject to a geothermal easement for the development and use of a geothermal water supply. The Easement shall be for the benefit of the Sage Springs Homeowners Association and/or the Rotarun Ski Club, Inc. and/or Blaine County Recreation District and/or Blaine County, Idaho.
- b. All improvements to property in connection with the geothermal easement shall be underground or screened from view from adjoining building sites.

#### Section 29. Public Parking

Lots 8 and 9 shall have a 20-foot public parking easement adjacent to Rodeo Drive for use by the public for snow storage and parking during the operating hours of the ski facility.

#### Section 30. Ski Easement

Lot 14 shall have a 100' public ski easement on the ski facility side of the Lot for the purpose of public downhill skiing. All other activities may be restricted.



## **ARTICLE 5. CONSTRUCTION AND ENFORCEMENT**

### **Section 1. Condition Subsequent**

No restriction herein is intended to be or shall be construed as a condition subsequent.

### **Section 2. Validity**

The determination by a court that any restriction is void shall not affect the validity of any other restriction.

### **Section 3. Damages**

Damages shall not be deemed adequate compensation for any breach or violation of a restriction.

### **Section 4. Notice, Investigation and Owner's Right to be Heard**

In the event any Owner or other resident of the Subdivision makes a complaint against any other Owner alleging a violation of any of the covenants and restrictions established in this Amended and Restated Declaration or pursuant to any rules and regulations of the Association, the process described in Exhibit A, attached hereto, shall be prosecuted. The Board shall have authority to impose a fine against an Owner or other resident of the Subdivision only if the imposition of a fine is in accordance with the provisions of Exhibit A. Exhibit A is hereby incorporated here as a substantive and enforceable part of this Amended and Restated Declaration.

### **Section 5. Declaration Binding**

Every person acquiring a Lot in the Subdivision, covenants to observe, perform, and be bound by this Declaration.

### **Section 6. Subsequent Purchaser**

No violation of any restriction shall defeat or render invalid the lien of any mortgage or deed of trust, but any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by the restrictions.

### **Section 7. Attorney's Fees**

In the event that the Board of Directors shall employ legal counsel in connection with or to enforce these covenants and restrictions, and subject to Section 8 of Exhibit A, attached hereto, and other applicable law, the persons with respect to which such employment occurs shall pay all costs incurred, including reasonable attorney's fees.

## **ARTICLE 6. COMMON AREA AND WATER SYSTEM**

### **Section 1. Ownership**

The title and fee to all property platted as common area as shown on the recorded plat of Sage Springs Subdivision, together with the water system, including, but not limited to, the pump, pump



house, well, pipelines and other appurtenant equipment thereto, shall be and remain vested in Sage Springs Homeowners Association.

## Section 2. Irrigation

- a. Landscape irrigation using the central water system shall be limited to one-half (1/2) acre per Lot. A Lot Owner may irrigate more than one-half (1/2) acre provided such irrigation is by individual well located on the Lot Owner's property and is approved by the Idaho Department of Water Resources after notice to Blaine County of such application to the Idaho Department of Water Resources. The Board of Directors shall schedule a hearing upon notice of an alleged violation of this Declaration by an agent of the Idaho Department of Water Resources. If the Board of Directors finds that the Lot Owner is in violation of this Declaration, the Lot Owner shall be subject to the penalties as provided herein.
- b. In order to maintain compliance with the IDWR water licenses for the Sage Springs central water system and to maintain adequate water pressure in the subdivision, the Sage Springs Board of Directors shall: (1) Prepare a schedule designating the days and times during which Lots may irrigate landscape using the central water system, and (2) Set a target for the number of gallons of water available to each Lot for irrigation during the irrigation season (May 15-October 15).
- c. The Board of Directors may modify the watering schedule and/or amount of water available for irrigation, as needed, to meet these goals.
- d. Each Lot owner shall make reasonable efforts to diligently comply with these irrigation restrictions or be subject to the enforcement provisions of Article 5.

## Section 3. Management and Maintenance

Sage Springs Homeowners Association shall have the duty to own, manage and operate the common area and water system, including but not limited to the following: (a) To maintain such areas in good and clean condition together with all facilities, improvements, and landscaping thereon and to keep all such facilities in good repair and operating condition; (b) To pay any real and personal property taxes or assessments which are or could become a lien thereon; (c) To officially operate and maintain the common area and water system; (d) To have the authority to install safety devices, together with use and regulation of the water system; (e) To have the authority to grant easements where necessary for public utility facilities over the common areas; (f) To maintain a comprehensive policy of public liability insurance covering the common areas and water system with limits of not less than \$500,000 per person and \$1,000,000 per occurrence as to the personal injury and \$500,000 for property damage; such insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying a claim of an Owner for negligent acts of the Association. Such comprehensive public liability insurance policy shall name as separately protected the Sage Springs Homeowners Association, its Board of Directors and Architectural Committee, and their representatives, members, employees, and agents.





#### Section 4. Expenses

All operational, maintenance and improvement expenses to the common areas, pumphouse, well, pipelines and other appurtenant equipment, together with costs assessed in connection with cleanup of adjacent BLM properties, shall be shared on an equal basis by the members of Sage Springs Homeowners Association except Parcels B, C and D which shall be exempt from the payment of The Association dues and will be dedicated to Blaine County, Idaho. Each Lot Owner's share shall be computed by the total number of Lots in the subdivision served by the central water system which is currently 20 (having excluded Rotarun Ski Area Parcels B and D) but which may be reduced through vacation procedures to combine one or more Lots, by the number of Lots owned by the Owner. Water metering devices shall be installed in each pipeline to each Lot at the time of hook-up to the central water system at the expense of the Lot Owner in order to accurately measure the use of water by each Lot Owner so the respective pro rata shares shall be computed by the Board of Directors based thereon if the need should arise. All Lot owners drilling individual wells shall meet a 300' minimum set back from present central well system and be located outside the central well's zone of depression.

#### Section 5. Maintenance Fund, Annual Estimate

The Board of Directors shall estimate the costs required to be paid by the Association for the common areas, adjacent property cleanup and water system during the fiscal year. The total annual assessments against all subdivision Lot Owners shall be based upon advance estimates of cash requirements by the Directors to provide for the payment of all estimated expenses growing out of or connected with adjacent property cleanup, the maintenance and operation of the common areas and water system. Said estimated cash requirement shall be assessed to the record owners pro-rata subject to exemptions as set forth hereinabove. Said assessments shall be levied at the start of each fiscal year (July 1) as determined by the Board of Directors. Each Owner shall be obligated and by accepting a deed to the subdivision Lot, agrees to pay the assessment levied by the Association in four equal quarterly installments commencing on the first day of July in the fiscal year of the assessment period.

#### Section 6. Special Assessments, Deficiencies

- a. If the above estimated sums prove deficient for any reason, the Board of Directors shall estimate the additional charges necessary to cover said deficiency and assess said additional charges to the Lot Owners.
- b. Said additional charges shall be prorated over the number of months remaining in the fiscal year in which the assessment arose and shall be levied against and paid by the Lot Owners in equal installments for the remainder of the fiscal year.

#### Section 7. Liens

In the event of a default in payment of any assessment herein, and in addition to other remedies herein or by law provided, the Association may enforce such obligation. The Association shall have the authority to create a lien with power of sale on each subdivision Lot to secure payment of the amount of any assessment assessed to the Owner thereof, by filing a claim in Blaine County.



- a. The claim shall contain a true statement of the amount due for the unpaid assessments after deducting all just credits and offsets, the name of the Owner, or reputed Owner, if known, the name of the Association, and a description, sufficient for identification, of the property to be charged with the lien. The claim must be verified by the oath of an individual having knowledge of the facts and must be recorded by the county recorder. The record will be indexed as other liens are required by law to be indexed.
- b. 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 as 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 7.
- c. Within five (5) business days after recording a lien on the property, the Association shall serve, by personal delivery to the owner or reputed owner or by certified mail to the last known address of the owner or reputed owner, a true and correct copy of the recorded lien.
- d. The lien may be enforced by the Board acting on behalf of the Association.
- e. This section does not prohibit the Association from (a) pursuing a lawsuit to collect the sums for which this Section 7 permits the establishment of a lien or (b) from taking a deed in lieu of foreclosure in satisfaction of the lien. An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien 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.
- f. The Association shall take no action to foreclose on a lien filed as provided above, or proceed under power of sale, less than thirty (30) days after notice of assessment has been served on the Owner as provided in Subsection c, above. The priority of such assessment lien shall attach on recording with the Blaine County Recorder, provided however, that in any event such assessment lien shall be junior and subordinate to the first mortgage or deed of trust on the property. Reasonable attorney's fees and expenses in connection with the collection of the debt secured by such lien or foreclosure thereof shall be paid by the Owner against who such action is brought and secured by the lien.
- g. Any assessments not paid within forty-five (45) days after the due date shall bear interest from the due date at the legal rate as amended from time to time. Should interest not be so paid, it shall thereafter bear like interest as the assessment, but such unpaid interest so computed shall not exceed an amount equal to the simple interest on the unpaid assessment at the maximum rate permitted by law. Any assessment not paid within forty-five (45) days after the due date shall result in the immediate suspension of the delinquent Owner's voting rights until such delinquent assessment is paid.

#### **ARTICLE 7. INADEQUATE WATER SUPPLY**

If the central water system becomes insufficient, the Association may obtain a water supply by drilling a well on any Lot in the subdivision within the other Lot's designated setbacks, subject, however, to the following: (a) Board of Director review and approval of alternate well site; (b)



Hydrologist impact study which recommends alternate well site after consideration of the aquifer system and Department of Water Resources recommendations, if any; and (c) The well and pump together with supply lines on the Lot Owner's property shall be underground or the well head screened from view and the property restored to its prior condition.

#### **ARTICLE 8. LITTER MAINTENANCE AND CONTROL**

Lot owners with Lots contiguous to BLM, Blaine County or other public property shall be required to maintain such public property in a clean and sanitary condition within 300 yards of their Lot line. Said Lot Owners shall police and pick up litter from time to time as needed or as directed by the Association.

#### **ARTICLE 9. AMENDMENT**

This Declaration and its terms and provisions, except the provisions herein requiring the Lot Owners to pay assessments, may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, acknowledged and recorded with the Blaine County Recorder.

#### **ARTICLE 10. MISCELLANEOUS PROVISIONS**

Section 1. In the event of any inconsistency between applicable law and any of these covenants or restrictions the applicable law shall govern. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Failure to enforce any covenant, condition, restriction, or provision of this Declaration or any amendment thereto, shall not operate as a waiver of any such covenant, condition, restriction, or provision.



**EXHIBIT A**  
**ENFORCEMENT OF COVENANTS AND RULES**

The following enforcement procedures shall apply to all actual or alleged violations of the Amended and Restated Declaration of Sage Springs Subdivision, or of any rules and regulations of the Sage Springs Homeowners Association, Inc. (each a “**Complaint**”). All of the terms used in this Exhibit A shall have the meanings provided in the Amended and Restated Declaration of which it is a part. Timing of the imposition of all fines shall be subject to Section 8, below.

1. Reporting Alleged Violations; Complaint Procedure. Any Owner or resident in the Subdivision, including any Board Member of the Association, may submit a written Complaint to report an alleged violation of the “**Governing Documents**” (i.e. Declaration, Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Design Review Guidelines). All written complaints shall be submitted to one of the members of the Board. Each written Complaint shall:

- a. identify the individual making the Complaint (the “**Complainant**”);
- b. identify the alleged violator (“Respondent”), if known;
- c. describe the alleged violation;
- d. identify the specific provisions alleged to have been violated, if known;
- e. state when the violation was observed; and
- f. any other relevant information.

Non-written complaints or anonymous complaints will not be accepted; however, a Complainant’s identity may remain confidential at the request of the Complainant, unless needed to provide testimony at a hearing. Complaints failing to include any information required by this provision may be returned to the Complainant for revision or clarification, or may not be investigated, at the Board’s discretion.

Violations of Idaho law will be reported to the Blaine County Sheriff. Violations of the building, zoning or land use regulations of Blaine County will be reported to Blaine County Land Use & Building Services.

2. Investigation. Upon receipt of a Complaint, the alleged violation shall be investigated by the Board or its designee and reported to the Board. The Board shall determine: (i) whether the alleged violation occurred based on the Complaint and any additional information obtained through the investigation; (ii) whether the alleged violation has been or may be resolved informally; and (iii) whether enforcement action is warranted.

3. Notice of Violation. If the Board determines that the alleged violation actually occurred and that enforcement action is warranted, it shall send a Notice of Violation of any provision of the Governing Documents to the applicable Respondent.

The Notice of Violation shall:





- a. Describe the violation and, if a continuing violation, how to cure such violation.
- b. State the amount of fine to be imposed pursuant to Section 7, below.
- c. State that a meeting of the Board (the “**Complaint Review Meeting**”) shall be held at least thirty (30) days following the date of the Notice at which a vote to impose a fine, or other appropriate sanction, on the member will be conducted.
- d. The Respondent may request that a hearing with the Board be conducted at the Complaint Review Meeting and prior to the vote described in Subsection c., immediately above, The purpose of the hearing is to give the Respondent an opportunity to challenge or contest the alleged violation and fine. Such request must be made within 14 days from the date of the Notice of Violation. A request for hearing shall describe the grounds and basis for challenging the alleged violation.
- e. State that if a hearing is not requested within 14 days from the date of the Notice of Violation, the fine set forth on the Notice of Violation may be validly imposed by the Board at the Complaint Review Meeting.
- f. Service of the notice must be by personal service or certified mail.

4. Hearing. If requested by the Respondent, the Board shall inform the Respondent of the scheduled time, place and date of the hearing, provided that the Board Chair may grant continuances for good cause shown (and no unnecessary delay). The Respondent must be in attendance at the hearing. If the Respondent fails to appear at the hearing or otherwise respond, the Board may proceed with or without a hearing to make a determination regarding the allegations in the Complaint and Notice of Violation based on the relevant facts and circumstances.

At the beginning of each hearing, the Board Chair shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Violation. Each party may make opening statements, may present evidence and testimony, may present witnesses, and may make closing statements. The decision of the Board at each hearing shall be based on the matters set forth in the Complaint, Notice of Violation, Request for Hearing, and such evidence as may be presented at the hearing. Unless the Board Chair determines the hearing should take place in Executive Session, all hearings shall be open to attendance by all members of the Association.

6. Decision. Whether or not a hearing is held, the Board shall render its written findings and decision, and, if a majority of the Board vote to impose a fine, a fine in the amount set forth in the Notice of Violation shall be imposed. For continuing violations involving real property, the Board may also issue and present for recording with the County Clerk and Recorder a Notice of Finding of Violation. Upon satisfactory compliance with the Association's Governing Documents, the Notice of Finding of Violation may be released by the Association issuing and recording a Release of Notice of Finding of Violation.

7. Fines. The Association is authorized to impose fines pursuant to Idaho Code § 55-3206. Unless otherwise provided in a Schedule of Fines, any violation of the Governing Documents will subject the Respondent/Owner to a reasonable fine assessment imposed by the Board on behalf of Association. The Board may determine and adopt a Schedule of Fines; otherwise, fines shall be determined by the Board for each finding of a violation based on the type, severity, repetition, and circumstances of each violation. In the event of a continuing violation, a daily fine may be levied



for each day the violation continues and a separate notice and hearing procedure is not required for each day the fine is imposed. The Board, in its sole discretion, may amend, suspend, or waive all or any portion of any fines, and on reasonable terms and conditions, if appropriate under the circumstances.

8. Abatement of Fine; Assessment of Attorneys' Fees. Notwithstanding any other provision of this Exhibit A, or of any other provision of the Declaration, in the event the Respondent begins resolving the violation prior to a Complaint Review Meeting, no fine may be imposed as long as the Respondent continues to address the violation in good faith until fully resolved. Attorney's fees and costs may not accrue or be assessed or collected by the Association until the Association has complied with the requirements of this section and the member has failed to address the violation as set forth in the first sentence of this Section 8.

9. Board to Conduct Hearing. Unless determined to have "a direct personal or financial interest in the outcome," the Board members shall act as the "impartial decision maker" and shall hear and decide cases set for hearing pursuant to this Exhibit A. The Board may appoint an officer or other Owner to act as the Board Chair at any of the hearings.

10. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the Board Chair prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint a Board member or Owner, in good standing, to serve as a temporary voting member of the hearing board.

10. Failure to Appear. If the Respondent fails to appear at any of these proceedings, the action of the Board will stand.

11. Service of Notices. Service of all notices required or permitted to be given hereunder shall be made as follows:

If to Respondent: By email, personal delivery, or by U.S. Mail, certified mail, return receipt requested, addressed to the last registered address of the Respondent as contained in the Association's records.

If to the Association: By email to Board, personal delivery, or by U.S. Mail, certified mail, return receipt requested, addressed to the Association.

Email service of notice is preferred. Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the third (3<sup>rd</sup>) day following the date of mailing.

12. Collection of Fines; Lien and Foreclosure. Fines imposed shall constitute and be collected in the same manner as assessments pursuant to the Association's Collection Procedure, which may include recording a lien and instituting a foreclosure action.



13. Informal Enforcement. Nothing herein shall preclude the Board from seeking voluntary compliance via informal communication.

14. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any alleged violation is or may be an immediate or substantial threat of damage to Subdivision property or to the health, safety or welfare of the Subdivision or an individual, the Board may take the appropriate action necessary to abate the threat and protect property and persons.

17. Responsibility for Actions of Tenant or Guest. Owners shall at all times be responsible for the actions of their tenants and guests. In the event that an Owner's tenant or guest violates the Governing Documents and a fine is imposed, the fine may be assessed against that Owner.

19. Miscellaneous.

- a. The Board shall determine enforcement action on a case-by-case basis and take other actions as it may deem necessary and appropriate to assure compliance with the Association's Governing Documents, and to create a safe and harmonious living environment.
- b. Failure by the Association to enforce any provision of this Exhibit A shall in no event be deemed to be a waiver of the right to do so thereafter.
- c. The provisions of this Exhibit A shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- d. The provisions of this Exhibit A shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Idaho.



[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR LOT IS OWNED BY INDIVIDUAL PERSONS -- NOT A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]

The parties hereto have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sage Springs Subdivision as of July 28, 2022.

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): GARY GENSEMER # 12

By:   
Signature of Signer

GARY GENSEMER  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 15

By:   
Signature of Signer

KAREN M. LINDHOLM  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): LOT 1

By:   
Signature of Signer

RON BALOIS  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 13

By:   
Signature of Signer

MATHEW BARROW  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): LOT 10A

By:   
Signature of Signer

THOMAS DAZNEY  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): Lot 4

By:   
Signature of Signer

PAULA HAWKS-DELUCA  
Printed Name of Signer





**[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR LOT IS OWNED BY INDIVIDUAL PERSONS -- NOT A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]**

The parties hereto have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sage Springs Subdivision as of July 28, 2022.

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):**       #17      

By:  Steven P Garman  
Signature of Signer Printed Name of Signer

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):**       # 11      

By:  Suzanne Walsh  
Signature of Signer Printed Name of Signer

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):** \_\_\_\_\_

By:  TRAVIS D. SLOAN  
Signature of Signer Printed Name of Signer

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):**       16      

By:  Felicitas Funke  
Signature of Signer Printed Name of Signer

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):**       # 19      

By:  Tim Withers  
Signature of Signer Printed Name of Signer

**SAGE SPRINGS SUBDIVISION LOT NUMBER(S):** \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Signer Printed Name of Signer

1875

1875

1875

1875

**[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR LOT IS OWNED BY INDIVIDUAL PERSONS – NOT A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]**

The parties hereto have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sage Springs Subdivision as of July 28, 2022.

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 18

By: Linda Gates  
Signature of Signer  
LONDA GATES  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 7

By: Alan Pitt  
Signature of Signer  
Alan Pitt  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 5

By: Thom and Shelly Filgo  
Signature of Signer  
  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 14

By: [Signature]  
Signature of Signer  
LANCE MELLER  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 3

By: Andrea Marie Angell  
Signature of Signer  
ANDREA MARIE ANGELL  
Printed Name of Signer

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 20

By: Caroline Wilding  
Signature of Signer  
CAROLINE WILDING  
Printed Name of Signer

Signature Page for  
Amended and Restated Declaration of Covenants, Conditions and Restrictions for  
Sage Springs Homeowners Association, Inc.

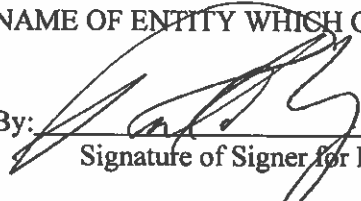


**[THIS SIGNATURE PAGE SHOULD BE USED IF YOUR LOT IS OWNED BY A TRUST, CORPORATION, LIMITED LIABILITY COMPANY OR SIMILAR ENTITY]**

The parties hereto have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sage Springs Subdivision as of July 28, 2022.

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 8 A

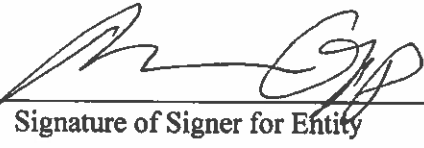
NAME OF ENTITY WHICH OWNS THE LOT(S): Richard Conway Trust

By:   
Signature of Signer for Entity

Richard Conway  
Printed Name of Signer for Entity

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 9 A

NAME OF ENTITY WHICH OWNS THE LOT(S): The Brian And Dawn Opp Family Trust

By:   
Signature of Signer for Entity

BRIAN OPP  
Printed Name of Signer for Entity

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 6

NAME OF ENTITY WHICH OWNS THE LOT(S): Harris Family Revocable Trust

By: Kimberley Reimers Harris Trustee  
Signature of Signer for Entity

Kimberley Reimers Harris Trustee  
Printed Name of Signer for Entity

SAGE SPRINGS SUBDIVISION LOT NUMBER(S): 2

NAME OF ENTITY WHICH OWNS THE LOT(S): Michael J Cronin and Michele V Cronin, Trustees of the Michael J Cronin and Michele V Cronin trust as of July 2022

By: Michele V Cronin  
Signature of Signer for Entity

Michele V Cronin Trustee  
Printed Name of Signer for Entity

Signature Page for  
Amended and Restated Declaration of Covenants, Conditions and Restrictions for  
Sage Springs Homeowners Association, Inc.



RECORDING REQUESTED BY  
AND WHEN RECORDED, MAIL TO

Sage Springs HOA, Inc.  
PO Box 1821 Hailey Idaho 83333

**NOTICE OF AMENDMENT AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAGE SPRINGS SUBDIVISION**

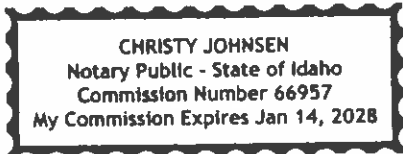
NOTICE IS HEREBY GIVEN that on July 28, 2022 at least seventy-five percent (75%) of Lot Owners of the Sage Springs Subdivision have signed the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAGE SPRINGS SUBDIVISION contained herein, thereby making this document effective.

Sage Springs HOA Inc.

BY: *Matt Barrow*  
Matt Barrow, President

STATE OF Idaho )  
 ) ss.  
COUNTY OF Blaine )

On this 15<sup>th</sup> day of August, 2022, before me, a Notary Public in and for the State of Idaho, personally appeared Matt Barrow, to me known to be the President of the Sage Spring HOA, Inc., the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed thereto, if any, is the corporate seal of said corporation.



*Christy Johnsen*  
Notary Public in and for the State of Idaho,  
Residing in: Ketchum, Idaho  
Commission expires: 01/14/2028

