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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEBRIDGE DIVISION NO. 2

THIS DECLARATION is made effective on the 18th day of June 2026, by HIGLEY DEVELOPMENTS, L.L.C., an Idaho Limited Liability Company, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property in the County of Madison, State of Idaho, hereinafter referred to as the "Property", more particularly described as follows:

> STONEBRIDGE DIVISION NO. 2 an addition to the City of Rexburg; located in part of the SE W1/2 NW1/4 of Section 20, T.6N., R.40E., B.M., Rexburg, Madison County, Idaho; according to the plat thereof recorded as Instrument No.: 411021, in the records of Madison County, Idaho, on July 20, 2017.

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot, parcel, or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any Lot, parcel, or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Grantee or Owner and his respective successors in interest, and may be enforced by Declarant and/or by any Owner or his successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to carry out and complete the development of the Property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales, or leasing.

ARTICLE I
DEFINITIONS

1.1 "Articles" shall mean the Articles of Incorporation as the same may from time to time be amended.

1.2 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

1.3 "Building Lot". The term "building lot" shall mean and refer to any parcel of real property shown on a recorded Plat or map, any approved Preliminary Plat or otherwise described in a recorded instrument, which is identified as an individual lot to be used as a single family residential building site within the entire Stonebridge Division 2 addition including any phase or division thereof whether or not actually annexed. The term "building lot" shall also include any "Unit" when such is platted and capable of being sold as a single family residence. A "Building Lot" does not include any lot designated as a common area, landscape easement, open space or pedestrian access which is designated as such on the subdivision plat.

1.4 "Declaration" or "Amended Declaration" shall refer to this declaration as hereafter amended and supplemented from time to time, and as recorded in the records of Madison County.

1.5 "Declarant" shall mean and refer to HIGLEY DEVELOPMENTS, L.L.C., an Idaho Limited Liability Company or its successors and assigns.

1.6 "Detached Structure" shall mean any roofed structure with permanent supporting walls or pillars on any Lot which is detached from the Unit on such Lot.

1.7 "Grantor" shall mean and refer to the Declarant.

1.8 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including, but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, mailboxes, electrical lines, pipes, pumps, ditches, waterways, swimming pools and other recreational facilities and fixtures of any kind whatsoever.

1.9 "Lot" shall mean and refer to a Building Lot.

1.10 "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and

"Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.11 "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 buyers, but excluding those having such interest merely as security for the performance of an obligation.

1.12 "Plat" shall mean the recorded Plat of Stonebridge Division 2, and any other recorded Plat pertaining to the real property described in *Exhibit A* and the recorded Plat of any other Properties annexed hereto. Any such plat and the specifications therein are incorporated and made a part of this Declaration by this reference.

1.13 "Properties" or "Property" shall mean and refer to the real property hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the coverage of this declaration as more particularly provided for herein.

1.14 "Set Back" shall mean the minimum distance between the dwelling unit or other structure referred to and a given street, road, or Lot line.

1.15 "Unit" shall mean the one single family dwelling which may be situated upon a Lot.

ARTICLE II
GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, an Owner may conduct a garage sale upon such Owner's Lot.

Except as specifically provided otherwise in this Declaration or any Supplemental Declaration, no improvements shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

2.1(a) Size Limitations. Split One (1) single family residence not to exceed two stories in height and a private, attached garage for not less than two vehicles. Every single-family dwelling shall have a minimum area above ground, not including the garage, of one thousand four hundred (1,400) square feet for a single level residence, and one thousand and fifty (1,050) square feet for the main floor and seven hundred and fifty (750) square feet for the second for multi-level residences.

2.1(b) Architectural Requirements. All exterior materials utilized on dwelling and other structures shall consist of materials including stone, brick, hardy plank,

smartside, stucco, etc. Aluminum and steel are to be used only as soffit, fascia, and on secondary facades (steel framing and vinyl windows are an exception hereto and are permitted). The roofing material on all homes or other structures built on any Lot shall be asphalt shingles. It is important that each structure on each Lot requires limited maintenance. These covenants are designed to establish a development, which portrays a sense of community and to maintain all roofing and exterior materials and to paint, repair, and otherwise preserve all such materials as conditions may require to continually maintain an attractive appearance for all of the homes within the subdivision for the common benefit and enjoyment of all Owners within the subdivision. The exterior materials utilized on all Dwellings and structures within the subdivision shall consist of at least twenty percent (20%) masonry (natural and non-natural stone and/or brick) and said percentage shall apply to the front of the home. The balance may be stucco or high-quality siding materials (such as "smartside").

2.1(c) Detached Accessory Buildings. A detached accessory building is permitted but must compliment in design and composition the dwelling placed on the premises and in no event shall such accessory building be permitted with a height greater than the dwelling itself. The design and site plan of such accessory building shall be stick built on site with exterior finishes matching those of the home with the same architectural requirements as those for the dwelling. No bully barns, tuff sheds, or other such similar structures are permitted.

2.1(d) Garages. Each Unit constructed on the Property shall include at least a two (2) car, enclosed garage as an attached, integral part of the Unit structure. No garage door on any attached or detached structure shall exceed ten (10) feet in height measured from the ground level.

2.1(e) Roofing. The roof of each Unit shall, at a minimum, be 25-year (or better) architectural grade shingle, tile, or shake with at least a 6/12 pitch.

2.1(f) Fences. All fencing must be installed in accordance with applicable building codes. No fence, wall, hedge, tree, or shrub planting which obstructs site lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within 30 feet from the street corner. Any and all fencing shall extend from the rear of the applicable lot along the side boundaries of such Property, but not beyond the residential structure, i.e. shall not extend, at any height, beyond the front of the residence. Chain All fencing must be of a vinyl material. No chain link or wood fencing of any type, brand, or make is allowed to be constructed on the Property.

2.1(g) Chimneys. All chimneys on a Unit shall have chimney enhancer caps.

2.1(h) Mailboxes. All mailboxes shall be subject to U.S. Postal Services Rules and Regulations and will be clustered.

2.2 Maintenance-Owners Obligations. No Improvements, including, but not limited to mail boxes and landscaping, shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair by the Owner thereof.

2.3 Set Back Requirement for Buildings. All Units and Detached Structures shall be subject to a front, back, and side yard set back requirement; which set back hereby restricts the location of any such building or structure any closer to a Lot line than the minimum set back restriction stated herein, or the Plat or as otherwise required by applicable law or ordinance including the zoning ordinance of the City of Rexburg.

2.4 Nuisances. No noxious or offensive activity, including without limitation, those creating an offensive odor or offensive noise, shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.5 Temporary Improvements. No Improvements of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently.

2.6 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales phase of the development.

2.7 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas or otherwise shall be erected, maintained or permitted upon the Property.

2.8 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided that the keeper of such pets complies with all state, city, and county laws, rules, and regulations related thereto. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of a setback line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained at the rear of dwellings and in no event shall such structure be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules.

2.9 Refuse Storage and Disposal. No rubbish, trash, garbage, refuse, or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior of a Unit in sanitary containers. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean,

neat, and sanitary condition.

2.10 Sidewalks, Curb Cuts, and Parking Strips. The Developer and/or Declarant shall install curb and gutter for the Lots. Each Owner of a Lot (including any subsequent Owner, whether acquired from the Declarant or not) shall be responsible to install and maintain the curb cut to his private driveway.

Each Owner shall be responsible to install and maintain a landscaped parking strip which shall extend six (6) feet wide from the curbing line and extending the entirety of the Lot line bounded by curbing; excepting any curb cut which conforms to the requirements and ordinances of the City of Rexburg.

Each Owner shall be responsible to install and maintain a hard surface sidewalk five (5) feet wide, running parallel to the parking strip and extending across the entirety of the lot adjacent to any public street. Such sidewalks are designated for pedestrian access and right-of-way and each Lot is subject to an easement therefore as described in the recorded Plat.

Curb cuts, parking strips, and sidewalks shall be constructed and installed contemporaneously with other Improvements to a Lot and shall be completed within the same time requirements as any other permanent Improvements.

2.11 Sewer and Water. Domestic water and sewage disposal are provided by the City of Rexburg. All dwellings, Units, or Improvements must be connected to and use, City of Rexburg water and sewage disposal service and pay all fees, costs, and expenses related to such service. No individual sewage disposal systems, private wells or water systems are allowed.

2.12 Construction by Declarant. Declarant reserves the right to construct Units and make other Improvements upon any Lot and to offer the same with completed structures thereon for sale to individual Owners.

2.13 Boats, Campers, and Other Vehicles. No boats, trailers, tractors, recreational vehicles (including but not necessarily limited to campers, motorhomes, or similar vehicles or equipment) dilapidated, unrepaired or unsightly vehicles or similar equipment, or trucks (working or non-working) with a gross vehicle weight rating (GVWR) greater than 11,500 pounds shall regularly be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view.

Notwithstanding the foregoing, any boat, camper, trailer, or recreational vehicle which is in good repair and working order may be stored on the side yard of a Lot between the front and rear yard setbacks if screened by a six foot (6') fence. Provided, however, such storage may not be located adjacent to the street on a corner Lot. Any storage pad must be surfaced with concrete or asphalt.

2.14 Latrine and Bath Facilities. All bathrooms, sink, and toilet facilities shall be inside residential buildings and shall be connected by underground pipes directly to the City of Rexburg sewer and water system.

2.15 Antennae and Satellite Receivers. No television antennae, radio tower, or radio aerial shall be installed on the Property, other than within the interior of a Unit. Satellite receivers are permitted but must be located in the back yard of a single-family residence. Receiver dishes may be mounted on a dwelling unit only on the rear portion thereof so as to be out-of-sight to the degree reasonably possible and must be mounted no higher than-the eave-line of the roof. If a receiver is pole-mounted, then the pole height shall not exceed six (6) feet.

2.16 Hazardous Activities. No activity shall be conducted on or in any Unit or Lot which is or might be unsafe or hazardous to any person, the Property or any other tangible item of value. Without limiting the generality of the foregoing, no firearms shall be discharged upon said Property and no open fires shall be lighted or permitted on any property except in a self-contained barbecue unit while attended and in use for cooking purposes, or with a safe and well-designed interior fireplace, except such controlled and attended fires required for clearing or maintenance of land.

2.17 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried, or aired in such a way as to be visible from any other Lot or any Common Area. No lumber, grass, shrub, or tree clippings, plant waste, compost piles, metals, building materials, scrap, or other similar material or articles shall be kept, stored, or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

"Screened" is defined as being concealed, at eye level, from any Common Area or Lot other than that containing the screened material.

2.18 Construction. During the course of actual construction of any permanent Improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction. All construction shall be diligently prosecuted to completion. Construction shall be substantially completed within one (1) year from commencement of construction.

2.19 Plat Conditions. All covenants and conditions for Stonebridge Division No. 2, and all Plats for subsequent annexations thereto, restrictions, easements and other matters set forth on such Plats are hereby incorporated by this reference and notice is hereby given as to the same.

2.20 Landscaping and Landscaping Plan. Each Lot shall be landscaped by the Owner thereof within one hundred and eighty (180) days of the occupancy of the Unit thereon weather permitting. The failure of the Owner to timely comply with this landscaping requirement shall constitute a failure to perform maintenance and the Declarant may thereupon invoke those rights and remedies provided in this Declaration.

2.21 Light, Sound, and Odor. No light which is unreasonably bright or causes unreasonable glare shall be emitted from any Lot. No sound shall be emitted from any Lot which is unreasonably loud or annoying, and no odors shall be emitted from any Lot which are noxious or offensive to others.

2.22 Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse, or debris shall be placed or allowed to remain on any vacant or unimproved Lot. No discharge shall be made into any common drainage structure or any portion thereof. The Owner of any Lot who dumps such material or makes a discharge into a common drainage or such canal shall be liable for all cleanup and/or removal costs and any damage to the Property caused thereby.

2.23 Quality of improvements. All Improvements within the Properties shall be designed, built, and constructed in accordance with any and all applicable building codes, rules, regulations, zoning ordinances, use restrictions, and any applicable annexation agreements.

ARTICLE III
EASEMENTS

3.1 Utility Easements. Easements for installation, use, and maintenance of utilities, roads, irrigation, and other support systems are reserved as shown on the recorded plat. Within these easements, no Improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, roads, and other support systems. The easement area of each Lot and all Improvements shall be maintained continuously by the Owner of the Lot.

ARTICLE IV
GENERAL PROVISIONS

4.1 Enforcement. Any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force

and effect.

4.3 Interpretation. The terms, covenants, and conditions hereof are to be read and interpreted consistently and in a manner to protect property values.

4.4 Term and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated, or superseded during the first thirty (30) year period by an instrument signed by seventy-five percent (75%) of the then Owners of the Lots. Provided, however, that if Declarant is still the Owner of any Lots these provisions may not be amended without the written consent and vote of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 18th of June, 2026.

HIGLEY DEVELOPMENTS, L.L.C.

By: _____
Bryson K. Higley
President

STATE OF IDAHO)
) ss.
County of Bonneville)

On this day 18 of June, 2026, before me Ryan Jacobsen a Notary Public in and for said State, personally appeared BRYSON K. HIGLEY, known or identified to me to be the President of HIGLEY DEVELOPMENTS, L.L.C., an Idaho limited liability company, the limited liability company that executed the foregoing instrument or the person who executed the within and foregoing instrument on behalf of the limited liability company, and acknowledged to me that such limited liability company executed the same in said limited liability company's name.

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

RYAN A JACOBSEN
Notary Public - State of Idaho
Commission Number 65940
My Commission Expires Jul 15, 2027

_____
Notary Public for Idaho
Residing at: Idaho Falls
My Commission Expires: _____