

COVENANTS,
CONDITIONS AND
RESTRICTIONS
FOR
WATERFORD HOMEOWNERS'
ASSOCIATION
2023

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COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WATERFORD HOMEOWNERS' ASSOCIATION¹

THESE COVENANTS, CONDITIONS AND RESTRICTIONS FOR WATERFORD HOMEOWNERS' ASSOCIATION are made effective on the 11th day of January, 2023, by the Waterford Homeowners' Association, herein referred to as the "Association."

WHEREAS, the Association is the governing and regulating entity of certain real property in the County of Bonneville, State of Idaho, hereinafter referred to as the "Property", more particularly described as follows:

All that certain real property described as Waterford Divisions Nos. 1-7, according to the plats recorded in Bonneville County, Idaho:

- a. Division No. 1, Recorded March 3, 1999, as Instrument No. 990590
- b. Division No. 2, Recorded March 24, 1999, as Instrument No. 992314
- c. Division No. 3, Recorded December 6, 1999, as Instrument No. 1012485
- d. Division No. 4, Recorded March 20, 2000, as Instrument No. 1018896
- e. Division No. 5, Recorded October 2, 2001, as Instrument No. 1059248
- f. Division No. 6, Recorded January 13, 2004, as Instrument No. 1140527
- g. Division No. 7, Recorded March 14, 2005, as Instrument No. 1180027

NOW, THEREFORE, the Association hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, 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, Unit, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon each Owner and his respective successors in interest, and may be enforced by the Association and/or by any Owner or his successors in interest.

ARTICLE I DEFINITIONS

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

1.2 "Assessments" shall mean those payments required of Association Members including regular, special, limited, and such assessments of the Association as further defined in this these Covenants, Conditions And Restrictions

¹ Notice: This Covenants, Conditions and Restrictions for Waterford Homeowners' Association supersedes the Restated Declaration of Covenants, Conditions and Restrictions for Waterford Division No. 1, recorded August 23, 1999, as Instrument No. 1004819, in the records of Bonneville County, Idaho; the Declaration of Covenants, Conditions and Restrictions for Waterford Division No. 1 dated April 30, 1999, and recorded April 30, 1999, as Instrument No. 995630 in the records of Bonneville County, Idaho, the Amendment thereto recorded June 22, 1999, as Instrument No. 999969, in the records of Bonneville County, Idaho.

1.3 "Association" shall mean and refer to Waterford Homeowners' Association, Inc., a non-profit Idaho corporation, its successors, and assigns. The Association shall include, when the context requires, its Board of Directors, officers and other authorized representatives and agents as the same, or any of them, may from time to time be constituted.

1.4 "Association Rules" shall mean those Rules and Regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and penalties for violation of Association Rules and Regulations, and procedural matters for use in the conduct of business of the Association.

1.5 "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.

1.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

1.7 "Building Lot". The term "building lot" shall mean and refer to any parcel of real property shown on a recorded Plat or map, 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 property. This would include homes using all or a portion of second lot.

1.8 "Bylaws" shall mean the bylaws of the Association.

1.9 "Common Area" shall mean all real property within the Property in which the Association owns an interest and which is held for the common use and enjoyment of the owners or for betterment of the Property and shall include any landscape, open space, pedestrian access or utility easement designated on any Plat related to the Property.

1.10 "Committee" shall mean the Architectural Control Committee described in Article V hereof.

1.11 "CC&Rs" shall refer to these Covenants, Conditions, and Restrictions as hereafter amended and supplemented from time to time, and as recorded in the records of Bonneville County.

1.12 "Detached Structure" shall mean any roofed structure with permanent supporting walls or pillars on any Unit which is detached from the single-family home on such Unit.

1.13 "Fines and Penalties" shall mean fees charged to Members for violation or non-compliance, of the Waterford Homeowners' Association's Covenants, Codes and Restrictions, as established in these Covenants, Codes and Restrictions per I.C. §55-3206.

1.14 "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, 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.

1.15 "Unit" shall mean and refer to a platted lot or combination of platted lots whereon a single-family home is placed.

1.16 "Member" shall mean each person or entity holding membership in the Association.

1.17 "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.

1.18 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of a fee simple title to any Unit 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.

1.19 "Plat" shall mean the recorded Plat of Waterford Division Nos. 1 through 7. Any such plat and the specifications therein are incorporated and made a part of these Covenants, Conditions and Restrictions by this reference.

1.20 "Properties" or "Property" shall mean and refer to the real property hereinbefore described.

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

ARTICLE II GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use and Building Type. No Unit shall be used except for residential purposes, and no Unit shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion after request by an Owner, allow an Owner to conduct a garage sale upon such Owner's Lot.

Except as specifically provided otherwise in these Covenants, Conditions and Restrictions, no improvements shall be erected, altered, placed or permitted to remain on any Unit other than one designed to accommodate no more than one (1) single-family residential dwelling. Notwithstanding the foregoing, the Committee may, in its discretion after request by an Owner, allow an Owner to place a Detached Structure which the Committee determines to be architecturally and aesthetically compatible with the single-family residential dwelling on the Unit. No detached structures are permitted in the townhome sites located in Divisions Nos. 2, 4, and 5.

2.2 Structures.

(a) Size Limitations. No improvements to dwellings or structures higher than split level or two (2) story shall be permitted.

(b) Garages. No garage door shall exceed ten (10) feet in height measured from the ground level.

(c) 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 5/12 pitch. Roof color shall be subject to approval by the Committee.

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

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

2.3 Architectural Control. No Improvements which will be visible above the ground or which

will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on the Property, including without limitation, change of exterior colors or materials, unless and until the building or other plans, specifications, and a plot plan thereof have been reviewed in advance by the Architectural Control Committee and the same have been approved by the Committee. The Committee may, in its reasonable discretion, approve or disapprove such Improvements based upon all relevant factors, including without limitation: design and style, mass and form, value, topography, set back requirements, exterior color and materials, and such Improvements, physical or aesthetic conformity to surrounding terrain and the other Improvements on the Property. If any Improvements are made before approval is granted, property owner shall be required to remove those Improvements or correct the Improvements to conform to Committee's requirements. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements.

This Declaration is not intended to serve as authority for the Architectural Control Committee to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size requirements.

2.4 Maintenance: Owners' Obligations. No improvements, including, but not limited to mailboxes 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. In the event that any Owner shall permit any such improvement, including trees and landscaping, to fall into a state of disrepair or to create a dangerous, unsafe, unsightly or unattractive condition of their unit, or cause damage to surrounding Units, the Board, upon fifteen (15) days prior written notice to the Owner of said Unit, shall have the right to correct such condition, and to enter upon such Owner's Unit for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Unit shall be personally liable, and the Unit may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as regular Assessments.

Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice.

In the event the Improvements on any Unit shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration, or reconstruction thereof within ninety (90) days of such damage or destruction. If, after ninety (90) days, the repair, restoration or reconstruction of such damaged or destroyed improvements has not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon said Owner's Unit for the purpose of doing so and such Owner shall bear all costs incurred by the Association and the Association shall have the lien rights set forth above to enforce payment of the same.

2.5 Set Back Requirement for Improvements. All Improvements shall be subject to a front, back and side yard setback requirement, which set back hereby restricts the location of an Improvement any closer to a platted lot line than the minimum set back restriction stated herein, or the Recorded Plat or as otherwise required by applicable law or ordinance.

2.6 Nuisances. No noxious or offensive activity, including without limitation, those creating

an offensive odor or offensive noise, shall be carried on upon any Unit nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No rodents or other pests shall be tolerated, including those creating or causing damage to surrounding properties.

2.7 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 Unit at any time, either temporarily or permanently.

2.8 Signs. No sign of any kind shall be displayed to the public view on any Unit except political signs and one sign of not more than five (5) square feet advertising the Property for sale or rent.

2.9 Political Signs. No homeowner may be prohibited from displaying political signs on their Unit as allowed by I.C. 55-3209. Political signs must be limited to (5) square feet per sign and may be place in the yard no earlier than six weeks prior to the election and must be removed within one week of the election.

2.10 Flags. Only Flags representing the United States, the State of Idaho, the POW/MIA flag, or an official ore replica flag of any branch of the United States armed forces may be permanently displayed. Such flags shall be displayed in accordance with 4 U.S.C. 5. And I.C. 55-3210. Permanent flagpoles must be maintained in good condition.

2.11 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit, 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.

2.12 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. Garbage Containers must be kept out of sight, inside the garage or inside a fenced area so as not to be visible from the street.

2.13 Gustafson Canal. The Gustafson Canal and property adjacent thereto are owned by the Association subject to certain easements, water, carrying and ditch rights in favor of Idaho Irrigation District and other downstream water right owners and users. While the Association has the obligation to maintain the canal and irrigation system, each owner of a Unit which is contiguous to the Gustafson Canal as shown on the Plat, shall have and enjoy the right to use the area between his platted lot line and the water's edge of the canal; subject only to the rights of Idaho Irrigation District, water right holders and users, and the Association.

Such Owners are obligated to landscape, grass and maintain such areas; but the planting of additional trees and large shrubs which could interfere with the use of the Gustafson Canal as an irrigation system and ditch is prohibited. The placement of any Improvements (other than landscaping) within such areas is prohibited. Provided, however, that an Owner may fence the side yards extended from his platted lot line to the water's edge of the Gustafson Canal. No cross or rear lot line fence shall be allowed except

on the actual boundary line of the platted lot. All such side-yard fences and fencing from an Owner's platted lot line to the water's edge shall be constructed of such materials and designed so as to be non-sight-obstructing (e.g. rail or wrought iron) and shall be subject to approval by the Architectural Control Committee as otherwise provided herein.

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

2.15 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 in a manner approved, in writing, by the Architectural Control Committee.

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 Unit 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 Unit unless approved, in writing, by the Architectural Control Committee. Any storage pad must be surfaced with concrete or asphalt.

2.16 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, unless prior written approval has been secured from the Architectural Control Committee as to both location and size. Satellite receivers are permitted but must be placed 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.

2.17 Hazardous Activities. No activity shall be conducted on or in any Unit 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, or self-contained exterior fireplaces while attended. No motorized vehicles of any kind are permitted on public sidewalks within the Association.

2.18 Unsightly Articles. No unsightly articles shall be permitted to remain on any Unit 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 Unit or any Common Area. No lumber, grass, shrub or tree clippings, plant waste, compost piles, metals, building materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view from any other portion of the Property. "Screened" is defined as being concealed, at eye level, from any Common Area or Unit other than that containing the screened material.

2.19 Construction. During the course of actual construction of any permanent Improvements,

the restrictions contained in these Covenants, Conditions and Restrictions, 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 and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.20 Fences. All fences must be of a material, type and color approved in advance by the Committee. No fences are allowed within any front yard setback area. In Divisions Nos. 2, 4, and 5, townhomes fencing shall be allowed in the rear Lot area of each Unit only in accordance with the "fencing plan" for each Unit within the Property as specifically set forth in the Waterford Townhome Fence Plan, attached hereto as Exhibit A.

2.21 Landscaping and Landscaping Plan. Each Unit shall be landscaped by the Owner thereof within ninety (90) day of the occupancy of the Unit thereon weather permitting. Landscaping plans shall be submitted to and approved by the Architectural Control Committee. The failure of the Owner to timely comply with this landscaping requirement shall constitute a failure to perform maintenance and the Association may thereupon invoke those rights and remedies provided in this these Covenants, Conditions and Restrictions. Plants, trees, and shrubs that may be a nuisance to neighbors are discouraged.

2.22 Light, Sound and Odor. No light which is unreasonably bright or causes unreasonable glare shall be emitted from any Unit. No sound shall be emitted from any Unit which is unreasonably loud or annoying, and no odors shall be emitted from any Unit which are noxious or offensive to others, including odors from the use of marijuana.

2.23 Detached Structures. No Detached Structure shall be constructed or located on any Unit, unless the Committee, upon request by the Owner allows such construction or location after determining the Detached Structure is architecturally and aesthetically compatible with the existing dwelling on the Unit and will otherwise be compatible with other improvements within the property.

2.24 Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any Unit. No discharge shall be made into any common drainage structure, the Gustafson Canal or any portion thereof. The Owner of any Unit 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.

2.25 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 WATERFORD HOMEOWNERS' ASSOCIATION

3.1 Organization of Association. Waterford Homeowners Association, Inc ("Association") is an Idaho corporation formed under the provisions of the Idaho Nonprofit Corporation act and shall be charged with the duties and invested with the powers prescribed by law and set forth in its Articles and Bylaws and in these Covenants, Conditions and Restrictions. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Covenants, Conditions and Restrictions.

3.2 Membership. Each Owner within the meaning of these Covenants, Conditions and Restrictions by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Where title to a Unit is held by more than one person or entity, membership relating to the Unit shall be shared by all such persons in the same proportion and in the same manner as title to the Unit.

3.3 Assignability of Membership Interest. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Unit owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to a Unit and then only to the transferee of title to said Unit

3.4 Voting. The Association one class of voting memberships. Class A members shall be the Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

3.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, Bylaws, and these Covenants, Conditions and Restrictions as the same may be amended and supplemented from time to time.

3.6 Powers and Duties of the Association.

(a) Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and these Covenants, Conditions and Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under these Covenants, Conditions and Restrictions, the Articles and the Bylaws, including the following:

- i. *Assessments.* The power to levy assessments (annual, special, and limited) on the Owners of Units and to enforce payment of such assessments, all in accordance with the provisions of this these Covenants, Conditions and Restrictions.
- ii. *Common Areas.* The power to acquire, own or control all landscape easements, and Common Areas in the Properties, to maintain the same for the benefit of the Properties, to levy assessments and pay and provide for the maintenance of said Common Areas, and to take all necessary and proper action to provide for the management and use of the same.
- iii. *Enforcement.* The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these Covenants, Conditions and Restrictions, the Articles, or the Bylaws, including the Association rules adopted pursuant to these Covenants, Conditions and Restrictions and to enforce by mandatory injunction or otherwise, all provisions thereof.
- iv. *Fines and Penalties.* The power to impose fines and penalties for violation, or non-compliance, of these Covenants, Conditions and Restrictions per I.C. §55-3206.
- v. *Delegation of Powers.* The authority to delegate its power and duties to committees,

- officers and employees, or to appoint any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power to be delegated.
- vi. *Association Rules.* The power to adopt, amend and repeal by majority vote . of the Board such rules and regulations as the Association deems reasonable and which are consistent with these Covenants, Conditions and Restrictions, the Articles, and Bylaws of the Association.
 - vii. *Emergency Powers.* The Association or any person authorized by the Association may enter upon any Unit in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.
 - viii. *Licenses, Easements and Rights-of-Way.* The power to grant and convey to any third party such licenses, easements, rights-of- way or fee title in, on, through or under the Common Areas or any landscape easement as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of such Common Areas and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, servicing, operating or maintaining underground lines, cable, wires, pipes, conduits, and other devices for the transmission of any utility service or other public or quasi-public service.
 - ix. *Landscape Easements.* The power to control, administer and maintain vegetation on, aesthetic quality of and the means and manner of water distribution to all landscape easements running in favor of the Association and the power to take all measures necessary to control, administer and maintain the same.

(b) Duties. In addition to power delegated to it by the Articles, Bylaws, and these Covenants, Conditions and Restrictions, without limiting the generality thereof, the Association or its agents shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

- i. *Insurance.* Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - a. Directors' and officers' liability insurance if the Board so elects.
 - b. Such other insurance, including but not necessarily limited to workers compensation insurance to the extent necessary to comply with all applicable laws.
 - c. Any liability, casualty or other insurance the Board may deem necessary to carry out the Association functions or to insure the Association against any loss.
 - d. The Association shall be deemed trustee of the interests of all Members of the Association for any insurance proceeds paid to it under such policies and shall have full power to receive their interests in such proceeds and to deal therewith.
 - e. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.
- ii. *Rule Making.* Make, establish, promulgate, amend, and repeal the Association Rules, these Covenants, Conditions and Restrictions, Articles, and Bylaws.
- iii. *Architectural Control Committee.* Appoint and remove members of the Committee, upon

the conditions specified in these Covenants, Conditions and Restrictions, the Articles, and Bylaws of the Association.

- iv. *Rights of Way and Pedestrian Accesses* . Maintain, repair, and replace any landscaping, fencing, or other Improvements located on or within the Properties and designated as pedestrian accesses, walkways, paths, or open spaces.
- v. *Common Areas*. Maintain, operate, repair, and provide for the use and management of all Common Areas, screening fences, subdivision entrances, and recreational facilities within the Properties.
- vi. *Landscape Easements*. Provide, maintain, and protect the vegetation on, and aesthetic quality of landscape easements, and to provide, maintain and repair water delivery systems necessary to nurture such vegetation and create and maintain such aesthetic quality.
- vii. *Irrigation System and Gustafson Canal*. Maintain, operate, repair, and provide for the use and management of the Gustafson Canal and the irrigation system which benefits the Owners or any other water right holder or users including Idaho Irrigation District. The Association's duties and responsibilities shall include, but may not be limited to, the obligation to operate and maintain the underground irrigation mainline, pumps, headgates and associated systems which provide irrigation water to downstream irrigators and water right owners. Such obligation shall include payment of all utility and electrical charges necessary to operate such irrigation system.
- viii. *Other Committees*. Establish and appoint members to the Nominating Committee, as well as the Landscape, Social and Events, and Compliance Committees

3.6 Personal Liability. No member of the Board or any committee of the Association (including but not limited to the Architectural Control Committee) or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or the Architectural Control Committee, any other committee or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

ARTICLE IV COVENANT FOR MAINTENANCE AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following:

- (a) Annual regular Assessments or charges;
- (b) Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided; and
- (c) Limited Assessments as hereinafter provided.

The regular, special and limited Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at

the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by such successor.

4.2 Purpose of Assessments.

(a) Regular Assessments. The regular Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of landscaped areas maintained by the Association, including but not limited to landscape easements, to pay property taxes, federal and state taxes, and other assessments, to maintain, operate and improve any Common Areas, and to pay other reasonable costs and expenses which are incurred by the Association in carrying out the duties and business of the Association; which shall include the maintenance and operation of the Gustafson Canal and associated irrigation system.

(b) Special Assessments for Capital Improvements. In addition to the annual regular Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular Assessments, provided that any such Assessment shall be approved by a majority vote . of ~~each class of~~ members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Limited Assessments. Limited Assessments may be levied against any Owner in an amount equal to the costs and expenses incurred by the Association, including legal fees, for corrective action necessitated by such Owner, and, further including without limitation, costs and expenses incurred for the repair and replacement of any property maintained by the Association damaged by negligent or willful acts of any Owner or occupant of a Unit who is occupying the Unit with the consent of such Owner, or for maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein.

4.2 Maximum Annual Regular Assessment. The amount of the regular annual Assessment to be assessed by the Association, shall be determined by the Board of Directors at the beginning of each fiscal year and prior to the notice of assessment due January 1st of the coming year.

(a) The annual Assessment may be increased by a majority vote of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

4.3 Notice and Quorum for any Action Authorized Under Section 4.2.(b) and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4.2.(b) and 4.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-one percent (51%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be forty percent (40%) of all the votes of each class of membership. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. Voting may be conducted by proxy or by written ballot delivered to the Board 24 hours prior to the meeting. Meetings may be attended electronically.

4.4 Uniform Rate of Assessment. Except as otherwise specifically provided herein, both

annual and special Assessments must be fixed at a uniform rate for all Units and may be collected on an annual or other basis as determined by the Association from time to time.

4.5 Date of Commencement of Annual Assessments - Due Dates. The Board of Directors shall fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due date shall be January 1st of each year.

4.6 Effect of Non-payment of Assessments - Remedies of the Association. Any Assessment not paid within sixty (60) days after the due date shall bear interest from the due date at a rate determined by the Board at the beginning of each fiscal year, but not more than of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

4.7 Association Lien for Unpaid Assessments. A lien shall attach to each Owner's Unit and all real property situated thereon for unpaid Assessments and interest accruing thereon as set forth herein.

4.9 Association Lien Subordinate to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. (Mortgage as used in this context includes conventional mortgages and Deed of Trust arrangements). However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payment which became due prior to such sale or transfer but shall not extinguish personal liability of the seller or any lien for assessments due after transfer. No sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL COMMITTEE

5.1 Members of the Committee. The Architectural Control Committee for the Property, sometimes referred to as the "ACC" or "Committee," shall consist of at least three (3) members. Each member shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein.

5.2 Right of Appointment and Removal. The Board of Directors of the Association shall have the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause. The Chair of the ACC shall be a member of the Board and serve as liaison between the ACC and the Board.

5.3 Review of Proposed Construction. The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to these Covenants, Conditions and Restrictions, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or by written designation consistent with these Covenants, Conditions and Restrictions, which types of improvements shall be submitted to the Committee for review and approval. The Committee shall approve proposals or plans, and specifications submitted for its approval only if it deems that the construction, alterations or additions

contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby and will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The maintenance of property values is a primary objective hereof. The Committee may make provision in its rules and guidelines for implementation and maintenance of value standards that will carry out such intent.

(a) Conditions on Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Owner submitting the same (hereafter "Applicant") to grant appropriate easements to the Association for the maintenance thereof, or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, or upon all three, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

(b) Committee Rules and Fees. The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed One Hundred Fifty Dollars (\$150.00). Such fees shall be used to defray the costs and expenses of the Committee or for other purposes established by the Board.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Units located adjacent to public and/or private open space.

(c) Detailed Plans. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plan submitted for approval.

(d) Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within thirty (30) business days after filing all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Committee shall have been mailed to the Applicant within thirty (30) business days after the date of the filing of said materials with the Committee.

5.4 Meetings of the ACC Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 5.9. In the absence of such designation, the majority vote of members of the Committee, or the written consent of the majority of members of the Committee taken without a meeting, shall constitute an act of the Committee.

5.5 No Waiver of Future Approvals. The approval by the Committee of any proposals or

plans, specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever, subsequently or additionally submitted for approval or consent.

5.6 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, except as otherwise agreed by the Board.

5.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

(b) Within sixty (60) days thereafter, the Committee or its duly authorized representative may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

(c) If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of the written notice of completion from the Owner, the improvement shall be deemed to be in accordance with the approved plans.

5.8 Nonliability of Committee Members. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, shall be liable to the Association, or to any Owner or Applicant for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information possessed by him, acted in good faith without willful or intentional misconduct. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration, or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and other similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be construed in any way to relate to, structural safety of buildings and improvements or their conformance with building or other codes.

5.9 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of these Covenants, Conditions and Restrictions, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when it deems such action appropriate because of the existence of circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations. Such variances must be evidenced in writing, must be signed by the majority of the members of the Committee, and shall become effective upon recordation in the Office of the County Recorder of Bonneville County. If such a variance is granted, no violation of the Restrictions contained in these Covenants, Conditions and Restrictions, shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Covenants, Conditions and Restrictions, any

purpose, except as to the particular property and particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to, zoning ordinances and Unit setbacks lines or requirements imposed by any governmental or municipal authority.

ARTICLE VI EASEMENTS

6.1 Landscape Easements. The Association shall hereby be granted common areas or landscape, open space, pedestrian access and utility easements described on the plats for Waterford Divisions No. 1 through 7 and recorded in the records of Bonneville County, Idaho. Said common area or easements shall be for the purpose of promoting the aesthetic quality and value of the Property and shall be maintained by the Association.

6.2 Utility Easements. Easements for installation, use and maintenance of utilities, roads, the 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 Unit and all Improvements shall be maintained continuously by the Owner of the Unit, except for those improvements for which a public authority or utility company is responsible or such easements and/or Common Areas maintained by the Association.

ARTICLE VII GENERAL PROVISIONS

7.1 Enforcement. The Association or 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 the Association or 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.

7.2 Severability. Invalidity 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.

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

7.4 Term and Amendment. The covenants and restrictions of these Covenants, Conditions and Restrictions, shall run with and bind the land, for a term of twenty (20) years from the date these Covenants, Conditions and Restrictions, are recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Units has been recorded, agreeing to change said covenants in whole or in part.

7.5 The Voting Instrument, signed by 77% of the members, consenting to these Covenants, Conditions and Restrictions, is attached hereto as Exhibit B.

IN WITNESS WHEREOF, the undersigned, being officers of the Waterford Homeowners' Association herein, has hereunto set his hand and seal this 11th day of January 2023.

Waterford Homeowners' Association

By



John Cleveland, President



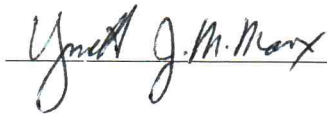
Lavinda Hedman, Vice President



Laura Macbeth, Secretary



Susan Dewey, Treasurer



Ynette Marx, Board Member

On this 11th day of January, before me Susan Dewey, a notary John Cleveland, Lavinda Hedman, Laura Macbeth, and Ynette Marx did sign the above.



State of Idaho
County of Bonneville

On this 12 day of January, 2023

Susan Dewey

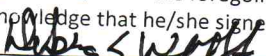
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appeared before me, a Notary Public

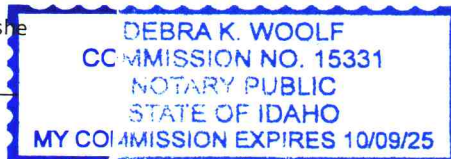
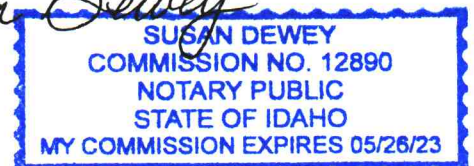
whose identity I verified on the basis of IDDL

Who is personally known to me

To be the signer of the foregoing document, and he/she acknowledge that he/she signed it.



Notary Public



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