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Index to: AMMENDMENT

SNOW CREST RANCH

PLANNED UNIT DEVELOPMENT

***AMENDED AND RESTATED DECLARATIONS OF
COVENANTS, CONDITIONS AND RESTRICTIONS***

March 31, 2020

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**AMENDED AND RESTATED DECLARATION OF
CONVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SNOW CREST RANCH SUBDIVISION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions regulating and controlling the use and development of the **Property** (as defined below) is made to be effective this 31st day of March, 2020 by no less than ninety percent (90%) of all of the votes allocated to the **Members** (defined below) of the **Declarant** (defined below). The Property is of high scenic and natural value, and Declarant is adopting the following Amended and Restated Covenants, Conditions and Restrictions (the “**CCRs**”) to preserve and maintain the natural character and value of the Property for the benefit of all **Owners** (defined below) of the Property or any part thereof. These CCRs amend, restate, supersede, and replace the Snow Crest Ranch Planned Unit Development Declaration of Covenants, Conditions and Restrictions dated August 25, 2006, recorded August 29, 2006 at instrument no. 179844 as the same was amended by instrument no. 245287 recorded April 7, 2017.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the these CCRs, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and shall be binding on all Owners and shall inure to the benefit of each Owner.

ARTICLE 1. DEFINITIONS

“**Articles**” shall mean the Articles of the Association dated 6/6/2012, as the same may be amended from time to time.

“**Association**” and “**Declarant**” shall mean the Snow Crest Ranch Owners Association, Incorporated, an Idaho Non-Profit Corporation, and its successors and assigns.

“**Board**” shall mean Board of Directors of the Association.

“**Bylaws**” shall mean the Bylaws of the Association.

“**Common Roads**” shall mean the private roadways within the Property which provide access to individual lot lines and common amenities.

“**Common Services**” shall mean the maintenance, repair and snow removal services for the Common Roads, maintenance, operation and repair of Common Areas, common irrigation systems, common facilities, common utility lines, the Pedestrian Trails, common fencing, and such other areas and facilities defined as common by the Declarant.

“**Common Areas**” shall mean all common open space areas and improvements in such common areas, including but not limited to those various parcels of undeveloped land as shown on the Plat (but not including any of the Lots), the maintenance building, the gazebo, the pond, and any future improvements to such areas.

“Development” shall mean any alterations of natural land surface, and all buildings, structures or other site improvements placed on the land to accommodate the use of a Lot.

“Lot” shall mean any of the single family residential plots of land shown on the Plat.

“Member” means any of the Owners.

“Owner” shall mean and refer to the recorded Owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract buyers and owners of a beneficial interest, their heirs, successors, assigns including granted right of use for individuals by Declarant, but excluding those having such interest merely as security for the performance of an obligation.

“Plat” shall mean that certain recorded Final Subdivision Plat of the Property recorded by the Declarant in the Office of the Teton County Clerk at instrument number 192721 on October 24, 2007, as the same may be amended from time to time.

“Residence” shall mean a single family residential structure, constructed on any Lot which is the principal use of such Lot, and to which other authorized structures on such Lot are accessory, such as barns, out buildings and guest homes or other Structures authorized and controlled within the CCRs.

“Property” shall mean the Snow Crest Ranch Planned Unit Development, as per the Plat.

“Structure” shall mean anything built or placed on the ground, excluding fences and ground level features such as pathways or low profile patios contiguous to homes.

“Pedestrian Trails” shall be common trails depicted on the Master Plan for Snow Crest Ranch and on the Plat.

ARTICLE 2. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 2.1. Association Membership.

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2.2. Voting Rights.

The Association shall have one class of voting membership. The Members shall all be Owners and one vote shall be allocated to each Lot shown on the Plat, whether or not one or more Lots are consolidated pursuant to Section 6.1 after the date the Plat was filed by the Declarant in the Office of the Teton County Clerk. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event multiple owners of a Lot cannot agree on how to cast their vote, any vote cast for that Lot shall be null and void with regard to the issue being voted upon.

ARTICLE 3. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1. Liens, Creation of the Lien and Personal Obligation for Assessments.

Each Owner of any Lot by acceptance of a deed to a Lot consents to the creation of a lien against the Owner's Lot to the extent of non-payment of any assessment for maintenance, capital improvements, operations, assessments made to pay for the enforcement and/or compliance with the requirements of these CCRs (including but not limited to Section 5.2) or otherwise levied by the Association and allocated to or levied against such Lot (an "**Assessment**"). There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments allocated to or levied against such Lot pursuant to these CCRs together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association in connection with such Assessment including reasonable attorney's fees. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of these CCRs. Whether or not it shall be so expressed in such deed, each Owner is deemed to have consented and agreed to be subject to these CCRs and agrees to pay the Association all Assessments allocated or levied against such Owner's Lot.

Section 3.2. Assessments.

All Owners are obligated to pay all Assessments made by the Board and allocated to or levied against such Owners' Lots to the Association on a schedule of payments established by the Board.

(a) The proceeds from Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "**Expenses**").

(b) The Association shall budget and compute the amount of its Expenses on an annual budgetary basis. The Board can require, in its discretion, payment of assessments in monthly, quarterly, semi-annual, or annual installments. Operating and capital assessments to be paid by an Owner for any year shall be computed and allocated as follows: each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Association.

(c) In the event that the Board deems it necessary to make an assessment outside the annual budgetary process, which would be in addition to the regular annual operating and capital Expenses assessed to the Owners, for an unforeseen need or desire to repair, maintain, improve, or develop a Common Area (a “Special Assessment”), then the Board will be required to obtain the consent of at least 67% of the Owners prior to imposing such Special Assessment.

(d) All Assessments allocated to or levied against a Lot, together with interest, costs, and reasonable attorney’s fees thereon, shall be a charge on the Lot and shall be the personal obligation of the entity or person who is the Owner of such Lot, and shall be a continuing lien upon the Lot. All Owners of a Lot and their respective successors and assigns shall be jointly and severally liable for all any Assessment allocated to or levied upon their Lot.

ARTICLE 4. DESIGN/PROPERTY USE REGULATIONS

Section 4.1. Committee for Design Review.

A Committee for Design Review (the “CDR”) is hereby created as a subcommittee of the Association. The Committee is established to coordinate, expedite and assure fair and equitable implementation of the Design Guidelines (defined below) and these CCRs. The powers, duties, and procedures of the CDR are set forth in these CCRs and the Design Guidelines.

Section 4.2. Membership of the CDR.

The members of the CDR shall be either the members of the Board or such other people as may be appointed by the Board. Any member of the CDR that is not a member of the Board shall be deemed an officer of the Association for purposes of Article 8 of these CCRs.

Section 4.3. Snow Crest Ranch Design Guidelines and Regulations.

The Snow Crest Ranch Design Guidelines and Regulations (the “**Design Guidelines**”), are hereby adopted and incorporated into these CCRs by reference and they carry the full authority of these CCRs. The Design Guidelines may be amended from time to time by resolution adopted by the Board. The Owner of each Lot shall comply with the CDR and the Design Guidelines in all respects.

ARTICLE 5. ADDITIONAL COVENANTS – COMMON AREAS/OPEN SPACE

Section 5.1. Use of Common Areas.

No Owner shall have the right to occupy or possess any of the Common Areas by reason of owing a Lot.

Section 5.2. Lawn Care and Weed Control.

Every Owner shall be responsible for the care of his or her Lot including weed control. If a Residence is constructed on a Lot, the landscaping shall be installed within a reasonable length of time considering the season. Once installed, the landscaping, including lawn, trees, shrubs, etc.,

shall be cared for and not allowed to deteriorate or become unsightly and detract from the neighborhood.

Both unimproved and improved Lots shall be kept free of weeds. If the Board determines that a Lot should be cleared of weeds and the Owner fails to do so after thirty (30) days' notice from the Association, the weeds may be cleared and controlled and the cost and expense associated with such weed maintenance shall be assessed against such Lot. Such assessment may become a lien as provided by Section 3.1 if not paid within thirty (30) days of the mailing of such assessment.

Weeds shall be controlled within the common areas by the Association. The control of noxious weeds by the Association on those areas for which the Association is responsible and the control by individual Owners on their respective Lots shall be set forth and specified under applicable ordinances, resolutions, and guidelines promulgated by the State of Idaho and County of Teton as the same exists from time to time.

ARTICLE 6. GENERAL PROVISION

Section 6.1. Lot Consolidation.

(a) Two or more contiguous Lots within Snow Crest Ranch may be combined, provided notice of intention to consolidate such Lots is filed with the CDR. Such consolidated Lots will be subjected to these CCRs the same as a single Lot, except for the purpose of levying and collecting assessments as consolidated Lots will remain subject to all assessments that the unconsolidated Lots were subject to. The Committee for Design Review will consider the authorization of guest houses on two or more consolidated Lots.

(b) No residential Lot within Snow Crest Ranch shall be split or divided or subdivided, unless each portion of such Lot as split is then consolidated with a contiguous Lot and unless the resulting area of each Lot shall be larger than any of the original Lots.

(c) Any change in Lot configuration shall be approved by the CDR and appropriate governmental authorities at the County level. No Lots may be consolidated unless the applicable County regulations and ordinances for a plat amendment are followed and the County approves such plat amendment and the Owner of such consolidated Lots causes an amendment to the Plat to be recorded depicting the consolidation of such Lots.

Section 6.2. Notices, Documents, Delivery.

Any notice or other document permitted or required by the these CCRs is to be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered twenty-four (24) hours after a copy of said document has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association or to the CDR, at the address of the property manager of the Association; if to an Owner, then to the mailing address and email address provided by such Owner to the property manager [and to any Lot within Snow Crest Ranch owned by the Owner]. As of the date of these CCRs, the address of the property manager is:

Mountain Valley Properties
 89 N Main Street, Suite #101
 Driggs, ID 83422
 Attn: Snow Crest Ranch

The Association or the CDR may change the address for notices to either of them by giving notice to all Owners, and any Owner can change the mailing address or email address of such Owner by giving notice to the Association.

Section 6.3. General Maintenance.

The maintenance, alteration, replacement and/or repair of the Common Areas shall be the responsibility of the Board. The Board, as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all Common Roadways. The maintenance, repair and replacement of all improvements on each Lot and all driveways leading to Residences from a Common Roadway, shall be the responsibility of the Owner of such Lot and not the Board, except as otherwise expressly set forth below.

ARTICLE 7. ENFORCEMENT, DURATION AND AMENDMENT

Section 7.1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these CCRs. 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. The failure of any Owner to comply with any provision of these CCRs or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner of a Lot for recovery of damages or for negative or affirmative injunctive relief or both.

Section 7.2. Fines and Penalties.

The Board may impose fines and penalties in amounts deemed reasonable by the Board for any violation of these CCRs or any other rules or regulations of the Association, including but not limited to the Design Guidelines, subject to the following conditions: (a) a majority vote by the Board shall be required prior to imposing any fine on an Owner, (b) written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting, and (c) in the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed as long as the Owner continues to address the violation in good faith, and in a timely manner, until fully resolved.

Section 7.3. Duration of Restrictions.

All of the covenants, conditions and restrictions set forth in these CCRs shall continue and remain in full force and effect at all times against the Property, the Lots and the Owners thereof, subject to the right of amendment or modification provided for in Section 7.4, for a term of twenty (20)

years, after which time they shall be automatically extended for successive periods of twenty (20) years.

Section 7.4. Amendment.

These CCRs may be amended or restated upon the Association obtaining at least seventy-five percent (75%) of all of the votes allocated to the Members. Upon receiving such affirmative votes an instrument detailing such amendment or restatement must be recorded in the Office of the County Clerk of Teton County Idaho. Such amendments and restatement shall be duly executed by the Declarant and placed of record in the Office of the County Clerk of Teton County Idaho.

Section 7.5. Construction and Validity of Restrictions.

All of the covenants, conditions and restrictions contained in these CCRs shall be construed together, but if it shall at any time be held that any one of said conditions, covenants or restrictions, or any part thereof, shall be invalid or impaired, the remaining conditions, covenants and restrictions shall remain in force. [; and the Declarant, grantor and grantee, his heirs, successors and assigns, shall be bound by each Article, sections, subsection, paragraph, sentence, clause and phrase of this Declaration irrespective of the fact that any Article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason become unenforceable.]

Section 7.6. No Waiver.

The failure of the Board or its agents to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of these CCRs, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Board or its agent of the payment of any Assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Board.

Section 7.7. Variances.

The CDR may allow reasonable variances from compliance with any of the provisions of the Design Guidelines, including restrictions upon height, size, floor area, or placement of Structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the CDR, and shall become effective upon recordation in the office of the county Recorder of Teton County. The granting of such a variance shall not operate to waive any of the terms and provisions of these CCRs for any purpose except as to the Lot and particular provision covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7.8. County Required Covenants.

The following Covenants, Conditions and Restrictions are specifically required by Teton County, Idaho and cannot be changed or amended without the formal consent and written approval from the Board of County Commission of Teton County, Idaho:

(a) Maintenance of Open Space – The Association shall be responsible for the maintenance and upkeep of common open space including the control of noxious weeds. The common open space of Snow Crest Ranch is dedicated to the Association and it will be maintained by natural grass pastures and mowed periodically during the growing season.

(b) Maintenance and Landscaping - The Association shall be responsible for the maintenance and upkeep of common landscaping such as lawn, pasture, irrigation, trees, shrubs, fencing, lighting, signage and other landscape items.

(c) Creation of Home Owners' Association - The Association is duly created and bound to continuation via the Bylaws and Covenants, Conditions and Restrictions to be recorded simultaneously with the Plat.

(d) Right to Farm Provision – It is the intent of the State legislature to reduce the loss to the state of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed a nuisance. The legislature also finds that the right to farm is a natural right and is recognized as a permitted use throughout the State of Idaho. “Agricultural Operation” includes, without limitation, any facility for the growing, raising, or production of agricultural, horticultural and viticultural crops and vegetable products of the soil, poultry and poultry products, livestock, field grains, seeds, hay, apiary and dairy products, and the producing for commercial purposes of livestock or agricultural commodities. No Agricultural Operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any Agricultural Operation or an appurtenance to it.

(e) No Further Subdivision of Residential Lots – Except as stated in Section 6.1(b) and (c), no residential Lot within Snow Crest Ranch shall be split or divided or subdivided.

(f) Certificates of Occupancy – It is acknowledged that no certificates of occupancy for residences will be issued by Teton County, Idaho until public improvements are complete.

(g) Exterior Lighting Restrictions – The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be no brighter than a 60 watt incandescent light. Lights shall be shielded so that no light is projected above the horizontal. Lighting shall be “down” type and shall not radiate out from the property. Motion sensor lights are encouraged. In all cases, excessive glare to neighboring properties or circulation shall be avoided. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Christmas season.

Protection of “night skies” is an important benefit of this Exterior Lighting Restriction and is required in accordance with Teton County Code section 9–4-1(K), as the same or its equivalent may be amended from time to time, is hereby incorporated by reference in these CCRs. All Members are required to meet these lighting requirements and any other lighting requirements promulgated by the CDR.

Section 7.9. Idaho Department of Fish and Game Related Covenants.

- (a) Landowners cannot file a claim against the Idaho Department of Fish and Game for wildlife damage to their property.
- (b) Landowners are prohibited from the feeding of wildlife other than songbirds, especially elk and deer. It should be noted that recent legislation strictly prohibits the private feeding of big game animals in this area (IDAPA 02.04.25.001). Bird feeders should be prohibited when bears are active, March through November.
- (c) Landowners are required to have pets (dogs and cats) restrained or directly attended at all times.
- (d) Any common area fencing must be constructed to allow wildlife passage.
- (e) Noxious weeds must be controlled. Yellow toadflax, musk thistle, Canada thistle, and spotted knapweed are present in this area.
- (f) Garbage should be kept in bear proof containers and removed at least once a week.
- (g) The Owners’ Association shall provide all Lot buyers with the booklet “Welcome Home: A Home Owners’ Handbook for Living in Teton Valley”. This small publication includes very good information for new landowners regarding protection of wildlife habitats, control of noxious weeds, and other natural resource issues.

ARTICLE 8. INDEMNIFICATION

Each officer, director, and former officer and director of the Association (including any member of the CDR) shall be indemnified and held harmless by the Association against all expenses, claims, suits, causes of action demands and judgements, liabilities, including attorneys’ fees, reasonably incurred by or imposed upon him or her in any proceeding to which he or she may be a party, or in which he or she may become involved by reason of him or her being or having been an officer or director of the Association or member of the CDR, or any settlement thereof, whether or not he or she is an officer, or director or member of the CDR at the time such expenses are incurred, except in such cases wherein such office, director or member of the CDR is adjudged guilty of willful malfeasance in the performance of his or her duties. The Association may procure and maintain insurance against such liabilities, or such kind and amount as the Board may approve.

ARTICLE 9. CONSTRUCTIVE NOTICE

Every person or entity who now or hereafter owns, occupies or acquires any right, title or interest in or to any Lot or other portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in this instrument by which such person acquired an interest in the Property.

ARTICLE 10. WAIVER

Neither the Association nor its successors or assigns shall be liable to any Owner or any occupant of the Property by reason of any mistake in judgement, negligence, nonfeasance, action or inaction, or for the enforcement or failure to enforce any provision of these CCRs. Each Owner of a Lot by acquiring its interest therein agrees that it will not bring any action or suit against the Association to recover any such damages or to seek equitable relief because of said property.

ARTICLE 11. RUNS WITH LAND

All covenants, conditions, restrictions and agreements herein contained are made for the direct, mutual and reciprocal benefit of each and every Lot of the Property; shall create equitable servitude upon each Lot in favor of every other Lot; shall create reciprocal rights and obligations between respective Owners of all Lots and privity of contract and estate between all grantees of said Lots, their heirs, successors and assigns; and shall, as to the Owners of each Lot, their heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots, except as provided otherwise herein.

President's Certificate

DATED this 6 day of March, 2020.

Snow Crest Ranch Owners Association, Incorporated

By: [Signature]

Name: Brent Bell

Title: President, Snow Crest Ranch Homeowner's Association

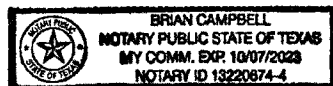
The above signed, Brent Bell, as president of the Snow Crest Ranch Owners Association, Incorporated, certifies that this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Snow Crest Ranch was duly passed by the requisite consent of at least ninety percent (90%) of the Owners of the Association.

STATE OF Texas)
) ss.

COUNTY OF Maricopa)

On this 6 day of March, in the year of 2020, before me Brent C. Bell, personally appeared IN - PERSON, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same.

[Seal]



[Signature]
Notary Public
My Commission Expires on 10/07/2023