

# Covenants, Conditions, and Restrictions (CC&Rs)

The Basin Luxury Suites, Inc.

75 W. Little Avenue, Driggs, ID 83422

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## Article I: Purpose and Applicability

### Section 1.1 Purpose

The purpose of these Covenants, Conditions, and Restrictions (CC&Rs) is to establish and maintain a high standard of quality within The Basin Luxury Suites community, ensuring that the property is well-maintained, aesthetically pleasing, and in compliance with local city rules. These CC&Rs are intended to promote and protect the value and enjoyment of all properties within The Basin Luxury Suites, Inc. and to ensure the peaceful use of the community by all members and tenants.

### Section 1.2 Applicability

These CC&Rs apply to all property owners, tenants, and guests within The Basin Luxury Suites, Inc. The CC&Rs will be binding on all present and future owners and occupants of property located at 75 W. Little Avenue, Driggs, ID 83422, including Suites A, B, C, D, E, F, 2S, 2N, 3S, 3N, and 4.

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## Article II: Restrictions on Use

### Section 2.1 Residential and Commercial Use

The property within The Basin Luxury Suites consists of both residential and commercial spaces. In accordance with City zoning laws:

- **Suites A, B, C, D, E, & F** (located on the lower level, or floor 1) are **zoned for commercial use** and are to be used solely by commercial tenants.
- The **2nd floor (Suites 2S and 2N), 3rd floor (Suites 3S and 3N), and 4th floor penthouse** suites are designated **for residential use** only. These suites shall be used exclusively as residential units in compliance with City zoning laws.

No commercial activities shall take place in the residential units. Owners and tenants of the residential suites must adhere to all applicable zoning laws and maintain their units as private residences.

## **Section 2.2 Pets**

No pets are allowed on the property, including common areas and private suites. Any violation of this rule will be subject to a fine as stipulated in the HOA By-Laws.

## **Section 2.3 Noise and Nuisance**

No loud or disruptive noises shall be permitted that could disturb the peaceful enjoyment of the community. Noise levels should be kept to a minimum, particularly after 10:00 PM. All tenants and owners must respect the peace and privacy of others in the community.

## **Section 2.4 Compliance with City of Driggs Laws**

Tenants, owners, and guests must comply with all applicable local laws, including noise ordinances, waste management rules, and zoning regulations. This includes maintaining cleanliness in all common areas and respecting the community's aesthetic standards. All owners and operators of short-term rental properties within Basin Luxury Suites are required to comply fully with the current short-term rental laws and ordinances of the City of Driggs, Idaho. This includes, but is not limited to, registering with the City of Driggs as a short-term rental, obtaining the necessary permits, and paying all associated fees and taxes as required by local regulations.

## **Section 2.5 Verification and Enforcement**

It is the responsibility of each property owner or operator to ensure their unit is in compliance with City of Driggs short-term rental requirements. The HOA will periodically verify compliance with these laws. Any failure to comply with the City's regulations may result in fines, penalties, or other actions, including potential removal of the short-term rental privilege for that unit.

## **Section 2.6 Notification of Compliance to the HOA**

Each owner or operator of a short-term rental unit must notify the HOA of their registration with the City of Driggs and provide proof of compliance upon request. This may include submitting copies of permits, registration numbers, and evidence of fee payment.

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## **Article III: Maintenance and Upkeep**

### **Section 3.1 Maintenance of Common Areas**

The HOA shall be responsible for the upkeep and maintenance of common areas, including landscaping, the hot tub, trash collection, snow removal, and repairs. Owners and tenants are expected to maintain the cleanliness of common areas and immediately report any damage or issues to the HOA.

### **Section 3.2 Tenant Responsibility**

Tenants are responsible for maintaining a clean and orderly living environment within their own suites. Any damage caused to the property by tenants must be promptly reported and repaired at the tenant's or owner's expense.

### **Section 3.3 Landscaping**

Landscaping within common areas will be managed by the HOA. Any changes or alterations to landscaping, including planting, fencing, or exterior decorations, must receive prior written approval from the Architectural Review Committee.

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## **Article IV: Architectural Review and Modifications**

### **Section 4.1 Architectural Review**

No modifications, improvements, or additions to the exterior of the suites or common areas may be made without the prior approval of the Architectural Review Committee. Homeowners or tenants wishing to make modifications must submit their plans at least two (2) months in advance to allow the committee to review the plans for compliance with community standards and city regulations.

### **Section 4.2 Approval Process**

The Architectural Review Committee, comprised of the President and Vice-President of the HOA, will evaluate submitted plans. Modifications that may alter the appearance or function of common areas, or which violate city laws, will not be approved.

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## **Article V: Fees and Assessments**

### **Section 5.1 Monthly Dues**

Each homeowner is required to pay monthly dues, as determined by the Board of Directors. These dues cover the costs of maintaining common areas, paying for utilities, and other operational expenses. Monthly dues are due on the 15th of each month, with a 15-day grace period. A 5% late fee will be assessed on any overdue payments.

### **Section 5.2 Special Assessments**

The Board may levy special assessments for unforeseen repairs, improvements, or projects that exceed the available funds from monthly dues. Any special assessment must be approved by the Board and communicated to the homeowners in writing.

### **Section 5.3 Collection of Fees**

The HOA will establish a bank account for the collection of monthly dues. This account will

be used for all financial obligations of the HOA, including utility payments, maintenance expenses, and any legal costs.

#### **Section 5.4 Utility Billing Account**

The City utility billing account for water and sewer services will be held under the name of The Basin Luxury Suites, Inc HOA. This entity will be responsible for the monthly payment of the utility bill. The Basin Luxury Suites HOA will manage the payment of the utility bill each month, ensuring that the account remains current. The HOA will also be responsible for allocating the bills out to each unit or suite as described below and receiving HOA dues from each member on a monthly basis.

#### **Section 5.5 Billing Allocation**

Each unit or suite will be billed for water and sewer services based on the proportion of its square footage relative to the total square footage of all units within the property. This allocation ensures that each unit contributes fairly to the overall water and sewer usage, in accordance with the size of the unit. The HOA board members will annually review this allocation method to determine if this is the most appropriate way to bill each unit or suite. Any subsequent changes to the allocation method must be approved by the HOA board and documented.

#### **Section 5.6 HOA Member Contributions**

To facilitate the payment of all HOA bills, including the city utility bill, each member of the HOA will contribute to the designated HOA bank account monthly. The specific monthly contribution for each member will be based on the square footage of their unit, as outlined in the allocation method above.

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### **Article VI: Enforcement of CC&Rs and Fines**

#### **Section 6.1 Enforcement**

The HOA has the authority to enforce these CC&Rs. If a homeowner or tenant is found to be in violation of the CC&Rs, the HOA may impose fines, as outlined in the HOA By-Laws, and take any other appropriate action.

#### **Section 6.2 Fines**

Fines for violations of the CC&Rs may be imposed in accordance with the HOA By-Laws. For certain violations, including unauthorized pets or failure to maintain a clean environment, fines may be as high as \$500 per month.

### **Section 6.3 Violation Notices**

Violations will be addressed with written notices. If a violation continues after a reasonable period, the HOA may take legal action to enforce compliance and recover fines.

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## **Article VII: Indemnification**

### **Section 7.1 Indemnification of Board Members**

The HOA shall indemnify its directors, officers, and members from personal liability when they act in good faith in the execution of their duties for the HOA. This protection extends to both actions related to the management of the property and the enforcement of the CC&Rs.

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## **Article VIII: Amendment of CC&Rs**

### **Section 8.1 Amendments**

These CC&Rs may be amended by the HOA Board or by the membership in accordance with the procedures set forth in the HOA By-Laws. Any proposed amendments must receive approval through a vote of the membership as specified in the By-Laws.

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## **Article IX: General Provisions**

### **Section 9.1 Governing Law**

These CC&Rs are governed by and construed in accordance with the laws of the State of Idaho. If any provision of these CC&Rs conflicts with Idaho law, the applicable state law shall prevail.

### **Section 9.2 Severability**

If any provision of these CC&Rs is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

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**Signatures of Board Members**

By signing below, each Board Member acknowledges their approval of these CC&Rs.

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Scott Burnside, President of the HOA

Date: \_\_\_\_\_

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Mackenzie Burnside, Vice-President of the HOA

Date: \_\_\_\_\_

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Jeff Kelly, Treasurer of the HOA

Date: \_\_\_\_\_