

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CANYON CREEK RANCH SUBDIVISION

THIS DECLARATION is made effective the date it is recorded in the official records of Boise County, Idaho, by Western Land Company LLC, an Idaho Limited Liability Company, hereinafter referred to as "Declarant."

RECITALS:

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

Lots 1 thru 4, Block 1; Lots 1 thru 25, Block 2; and Lots 1 thru 9, Block 3; of Canyon Creek Ranch Subdivision according to the Plat of Canyon Creek Ranch Subdivision, recorded as Instrument # 204809, official records of Boise County, Idaho (hereinafter Canyon Creek Ranch Subdivision).

Declarant hereby declares that all of said Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants which run with the land and shall be binding upon all persons claiming under them, and shall inure to the benefit of and be limitations upon all future Owners of said Property or any interest therein.

ARTICLE ONE Definitions

1.1 "Architectural Control Committee" or "ACC" shall mean and refer to a designated association of not less than one and not more than three individuals whose primary function is to review all plans and drawings required to be submitted by a lot Owner, or it's contractors before construction commences, and to enforce the construction standards as required by the ACC and this Declaration. ACC committee members shall be appointed by Declarant and shall serve at the pleasure of Declarant until Declarant has turned over the right of appointment to the Association by written notice. The ACC may operate as an informal association or committee.

1.2 "Association" shall mean and refer to Canyon Creek Ranch Association, (hereinafter CCRA) which shall be formed as an Idaho non-profit corporation, its successors and assigns.

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

1.4 "Common Area" or "Common Area lot" shall mean and refer to those lots or areas (including improvements thereon) owned by the Association for the common use,

enjoyment, or benefit of all Members of the Association. Common Areas in Canyon Creek Ranch Subdivision are more particularly described in Article 7 to this Declaration.

1.5 "Declarant" shall mean and refer to Western Land Company LLC, an Idaho Limited Liability Company, its successors and assigns. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Canyon Creek Ranch Subdivision.

1.6 "Lot" or "lot" shall mean and refer to any plot of land shown upon the recorded subdivision plat of Canyon Creek Ranch Subdivision.

1.7 "Member" shall mean and refer to every person or entity that holds membership in the Association as a result of being an Owner of a lot in the Subdivision, other than a common area lot. The Association shall have "Class A Members" and a "Class B Member" as more particularly identified in Article 4. Declarant is the only "Class B Member."

1.8 "Mortgage" shall mean and refer to any mortgage or deed of trust securing an obligation by a lot Owner. "Mortgagee" shall mean and refer to the mortgagee under a mortgage or the beneficiary under a deed of trust, and "mortgagor" shall mean and refer to the mortgagor of a mortgage or the grantor of a deed of trust.

1.9 "Owner" shall mean and refer to the person, persons or entity who hold record title to any platted lot in the Subdivision, and shall include those persons purchasing such a lot on contract from record title holder. "Owner" does not include a mortgagee.

1.10 "Plat" shall mean and refer to the recorded plat of Canyon Creek Ranch Subdivision, recorded as Instrument No. 204809, official records of Boise County, Idaho.

1.11 "Setback" shall mean and refer to those minimum distances from established lot boundary lines on the Plat and/or from streets/roads in the Subdivision to those points within a lot where an Owner intends to construct a residence or outbuilding. Setbacks may result from the Plat, from this Declaration or from the requirements of Boise County.

1.12 "Subdivision" shall mean and refer to Canyon Creek Ranch Subdivision according to the Plat of Canyon Creek Ranch Subdivision, recorded as Instrument No. 204809 official records of Boise County, Idaho.

ARTICLE TWO
General Development and Use Restrictions

2.1 Land Use – Residential. Each lot in Canyon Creek Ranch Subdivision, other than Lot 1, Block 2; shall be used solely for residential purposes and shall not be used for any commercial purposes, including the conduct of trade, business, or professional activities, except that:

a. Lot 1, Block 2; Ownership shall be transferred to Boise County. Boise County has been granted this property for the intended use of Community Services. Boise County may use the property for a Community Center or Emergency Services such as ambulance, fire department or public meeting facilities. All buildings, structures, landscaping or any other improvements shall be submitted to the ACC for approval prior to construction. Lot 1, Block 2 contains a common area easement at the intersection of Mores Creek Rim Road and Highway 21. The purpose of this easement is to place the Canyon Creek Ranch Subdivision Entryway signage and landscaping.

b. A lot owner may conduct limited legal business activities through a “home office”, provided that those business activities are conducted within the residence and that there is no visual business appearance on the Lot and such business activity does not involve the routine sales or delivery of merchandise or services on the Lot. No signs of any kind shall be installed advertising a business, and no more than three visitor trips per day shall occur on any building Lot.

c. Contractors shall be permitted to construct or use temporary facilities used solely for the purpose of aiding in the construction of a residence or authorized improvement. Temporary facilities must be removed immediately upon completion of construction. No temporary structure shall be used as a residence at any time, including during the construction of the Owner's residence or other improvements on the Lot.

2.2 Construction of Residence and Other Structures Generally. Each Owner, including any contractor, builder, or agent for an Owner, intending to construct a residence or authorized improvement on a lot, shall do so only if all of the following conditions have been met:

a. The lot Owner, or the contractor, builder or agent acting on behalf of the lot Owner, shall first submit all necessary site plans, grading plans and construction drawings for approval by the Architectural Control Committee (“ACC”). The lot Owner shall not commence the intended construction until he has received written approval from the ACC, according to the provisions of Article 6 of this Declaration.

b. Each residence shall be a “single-family” dwelling as defined by the Uniform Building Code or building codes applicable to Boise County, and must contain a minimum of 1,600 square feet of living area, excluding the square footage of any permitted garage or other authorized outbuilding.

If the residence contains more than one story, the minimum square footage of the first floor shall be no less than 1,200 square feet. No manufactured homes or trailer homes shall be allowed. Pre-packaged home kits such as Lindal Cedar homes, or log homes will be allowed.

c. A residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owner, has obtained a building permit from Boise County and any other governmental agency with jurisdiction over residential construction.

d. All residential construction, including garages and outbuildings and all other residential accommodations, shall strictly follow all of the covenants, conditions, and restrictions in this Declaration, including all requirements established by the ACC as a part of its written approval.

e. Although there is no time requirement for an Owner to build, once plans are submitted, and approved by the ACC, and construction commences all improvements must be fully complete, within one year from the date of commencement.

2.3 Design features of Residence and Other Structures Specifically. In order to obtain ACC approval for construction of a residence and/or any improvement, the following architectural details shall be included in the Owner's plan:

a. The exterior design must be a ranch style type theme as described below. No residence shall exceed two full stories in height above the ground level, but may include a daylight basement.

b. Exterior wall surfaces shall be constructed of natural looking materials, including naturally surfaced woods, rock or brick trim as wainscoting. A combination of stucco or other hard surfaced outside siding materials may be used in conjunction with natural surface woods, rock, or brick materials. Structures using a combination of stucco or other hard surfaced siding materials must incorporate natural looking wood trim accent and natural looking rock or brick wainscot. All colors of siding and trim shall be natural earth tones. If the residence is of log construction, the outbuildings may have a different natural wood exterior. Roofing may be cedar shakes or shingles, 25-year architectural grade composition shingles, or metal roofing with colors complementary to the ranch style theme. Roof pitch and lines shall be consistent with the overall design theme and the height thereof shall be approved by the ACC. T-111, metal, and vinyl siding materials shall not be permitted. The use of different siding materials for accent and design are highly recommended on each structure.

c. Architectural features such as roof elevation changes, dormers, gables, bayed windows and porches are required and will be considered in the approval of the overall design by the ACC.

d. Outbuildings, including stand-alone garages, barns, shops, and storage buildings, are permitted as follows:

(1) An Owner shall not construct more than one (1) large stand-alone outbuilding such as a shop, barn, etc. on a Lot. The large outbuilding shall not exceed the size of the residence in square footage by more than 25 %. One (1) smaller outbuilding, such as a storage shed, boathouse or similar structure, shall be allowed and shall not exceed one thousand (1000) square feet. No outbuildings shall be used as a residence at any time during construction of any improvements on a lot.

(2) All outbuildings shall match the approved design theme of the residence, and shall not be constructed prior to the construction of the residence, but may be constructed at the same time.

(3) No outbuilding shall be placed on a lot in a location that makes the outbuilding the dominant feature. The ACC shall consider the location, style, height, roof pitch, colors, siding, finishes, and overall appearance of the outbuilding before granting approval.

(4) Stand alone Guest homes will be allowed only on lots 3.0 acres and larger in size. Stand-alone guest homes shall not exceed the size of the main residence and must match the approved design theme of all other lot improvements.

Guest quarters will be allowed in an outbuilding only after completion of the main residence.

Guest homes and quarters shall be for temporary living use and shall not be occupied permanently.

Owners shall obtain approval from all necessary government agencies including Central District Health Department and the State of Idaho, Department of Water Resources, prior to construction.

(5) A barn exists on Lot 22, Block 2, which Declarant or the Lot Owner may elect to restore. Provided such structure is restored, it shall be exempt from those covenants it does not meet in it's restored condition. Any Owner of Lot 22, Block 2 shall maintain and repair the barn. However, in the event the structure is destroyed or damaged beyond reasonable repair, then these covenants shall govern any replacement structure. These conditions shall not prohibit the Lot owner from completely removing the barn should he deem necessary.

2.4 Setbacks and Utility Corridors. All improvements shall be constructed within the minimum setbacks as established by Boise County, and as described on the Plat, and as additionally set forth in this Declaration. An Owner shall not place any permanent

obstruction, including invasive or obstructive landscaping, in any utility easement corridor identified on the Plat or by this Declaration. The following setbacks are established by this Declaration:

- a. No structure may be constructed on a lot within fifty (50) feet of any Roadway, either county or private, including Mores Creek Rim Rd., or those roads and streets as shown on the Plat. A waiver of the fifty (50) foot setback may be requested from the ACC for cases of hardship. Under no circumstances shall a waiver be given for less than a twenty-five (25) foot setback.
- b. The main residential structure on Lots 10, 11, 14, 17 and 18, Block 2; shall be constructed in such a manner and orientation such that the main entryway side of the structure faces Camas Drive.
- c. No structure shall be constructed on a lot within thirty five (35) feet of an interior lot line, nor within thirty five (35) feet of an exterior boundary lot line. An interior lot line is that line formed by another lot in the Subdivision.
- d. All interior lot lines shall have a joint 20' foot (i.e. 10 feet each side) utility, irrigation and drainage easement and exterior lot lines shall have a 12' utility, irrigation and drainage easement (refer to plat, sheet 1 of 8). No Owner shall place any invasive landscaping or take any other action that would defeat the purpose of these reserved public drainage easement corridors. Additionally, Declarant and the Association and their respective agents, reserve access to these public utility easement corridors to perform any function consistent with the intent and purpose of the easement corridor.

2.5 Residential Landscaping and Well Water: The following provisions shall govern the landscaping of all lots within the Canyon Creek Ranch Subdivision:

- a. The Owner, at his sole and separate cost, shall cause the lot to be landscaped. All landscaping shall be approved by the ACC prior to construction.
- b. The use of domestic well water for irrigation is regulated by The State of Idaho, Department of Water Resources. Current regulations permit irrigation of one half (½) acre of land or less using a domestic well. All lot owners are encouraged to contact The Department of Water Resources to familiarize themselves with the current rules and regulations.
- c. **WATER CONVERSATION**: Ground water is a valuable resource and one which is shared from a common ground water source among numerous parties, both within and outside the subdivision. A set of brochure's entitled "Canyon Creek Ranch Water Conservation Guidelines" will be provided to each lot owner and shall be utilized in order to conserve water. These guidelines will be considered by the ACC for approval of all landscape designs.

The conservation guidelines are intended to provide general guidance in the design and implementation of water usage and landscape design. It is not

intended to be strictly adhered to, rather, it is a reference point and guideline for the Association to determine whether good faith efforts are being made to conserve water and protect property.

d. The CCRA and the ACC encourage the incorporation of Dryscapes Designs in the overall landscape plan.

e. The ACC will take into account the preservation of the water resources in approving all landscape designs.

f. No Lot Owner shall be allowed to completely surround their lot with trees creating a hedge or fence like appearance.

2.6 Fences. The Declarant does not intend to construct any exterior boundary fence to the Subdivision, nor construct any interior boundary fence. An Owner, at his separate cost may construct a fence on the exterior boundary or upon interior lot boundaries as follows:

a. Fences constructed on Lots 1 thru 7, Block 3 shall be made of natural wood post and wood rail or vinyl fence. White vinyl or tan colored vinyl will be allowed. Fence design shall not exceed 3 rails and no more than 6 feet in height.

b. Fences constructed on all lots in Block 1 and Block 2 may be made of natural Wood, Post and wood Rail or natural (tan) color vinyl fence material. No white vinyl fences will be allowed.

c. Wood post and barb wire rail fences may be used on the exterior boundaries of the subdivision except along highway 21, and Mores Creek Rim Road. No barb wire fences shall be allowed on any interior lot lines .

d. No solid or privacy fences shall be constructed around the entire Lot. Smaller privacy fence areas directly adjacent to the residence are allowed as approved by the ACC. Such a privacy fence shall not exceed six (6) feet in height.

e. Fencing restrictions for Wildlife Access:

No fences will be allowed within 15 feet of each side of the following common property lines:

Common Property Line	Lots 2 & 3, Block 1
Common Property Line	Lots 2 & 3, Block 2
Common Property Line	Lots 7, 8 & 9, Block 2
Common Property Line	Lots 8, 10, 11 & 12, Block 2
Common Property Line	Lots 3, 4, & 5, Block 3
Common Property Line	Lots 6 & 7, Block 3

These fencing setbacks are required to create a 30 feet wide Access Path for Wildlife to be located within the naturally existing drainage or swale areas.

f. All fencing plans shall be approved by the ACC before construction.

2.7 Nuisances and Hazardous Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot Owners. No activity shall be conducted on or in any residence, lot, or within a Common Area which is unsafe or hazardous to any person or property. "Noxious", "offensive", or "hazardous" activities shall include, but not be limited to causing foul odors to emanate from a lot, accumulating or depositing garbage or debris, burning garbage or debris, causing repetitive noises above the normal decibel level for residential use, discharging firearms or explosive devices on a lot, constructing or operating lights on a lot that continually illuminate neighboring lots, using, accumulating or storing environmentally hazardous materials on a lot.

No firearm shall be discharged within or from said development. No hunting or killing of game shall be allowed within or from the development. No open fire shall be allowed on any lot except in a self contained barbeque unit while attended and in use for cooking purposes, or within a safe and operational fire place, or pursuant to a burn permit issued by the local authority.

2.8 Signs. No signs of any kind shall be displayed to the public view on any residential lot except that a Lot Owner may display one temporary sign of not more than six (6) square feet advertising the property for sale or rent, and may display temporary political signs not to exceed six (6) square feet in size. A builder-owner may display a sign on his lot to advertise the property during construction. Homeowners may display their name and address on a plaque attached to the residence or mailbox. Additionally, Declarant may display signs identifying, advertising, and promoting the Subdivision in such locations and such size, as Declarant shall deem appropriate.

2.9 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All facilities for the storage or disposal of waste material shall be kept in a clean and sanitary condition, and shall be promptly disposed of. Owner understands that there is no public garbage collection service for the Subdivision and that each Owner, at his cost and expense, shall be required to remove his garbage in a proper manner. All garbage, other than on the day that the garbage will be picked up, shall be screened away from view and away from the roadways.

2.10 Permitted Use of Vehicles and Recreational Equipment. An Owner (including Owner's invitees, guests, renters) shall not park vehicles on Subdivision streets/roads, nor park a vehicle on any lot which is not operable, unless it is stored in an enclosed garage or storage facility, nor park or display a vehicle with a "for sale" sign on any lot or street. An Owner may store or park recreational equipment, such as "RVs", boats, snowmobiles, trailers, motorcycles, and the like on a lot provided that such recreational equipment shall not be placed in front of a residence, or within the setback restrictions and must be enclosed or completely screened from any view.

Visitors or guests of the Owner shall be allowed to park recreational vehicles for a period not to exceed thirty (30) days without being enclosed.

2.11 Animals. No large animals including and without limitation, horses, mules, llamas, cattle, chicken, pigs, goats, or exotic or dangerous animals shall be allowed on any Lot except as noted below:

- a. On Lots 8 & 23, Block 2 a maximum of 2 horses will be permitted.
- b. On Lots 5, 6 & 7, Block 3 a maximum of 3 horses will be permitted.
- c. No animal shall be kept, bred or maintained on a lot for any commercial purpose.
- d. Animals maintained on a lot shall not be allowed to graze in a manner that denudes the lot of vegetation. The owner shall maintain the animal or animals in barns or stalls and shall provide feed and water for such animals, as may be necessary in order to prevent overgrazing of the lot. Overgrazing occurs if grass and other vegetation are less than two inches tall.
- e. Dogs, cats, and ordinary domestic animals may be kept as pets. A maximum of three (3) dogs and three (3) cats shall be permitted on any Lot. Domestic pets shall be kept or maintained within the boundaries of the Lot and kept in compliance with all applicable laws and ordinances. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the subdivision shall be subject to all applicable "leash laws" when such animal is off the premises of its owner. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by such Owner's animals. No animal whose habits or odors are deemed by the ACC to be a nuisance or offensive shall be permitted to be kept or maintained on any Lot. A kennel not exceeding two hundred (200) square feet may be located on the Lot. Any kennel larger than two hundred (200) square feet must be approved by the ACC prior to its construction. Such kennel shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition. Kennels shall be built behind the residence in such a location that they cannot be seen from the roadway and the entry driveway. The kennels shall be screened from neighboring views.
- f. All animal fencing and corals must receive prior approval from the ACC before construction.

2.12 Reconstruction and other Improvements. In any case, where it is necessary to reconstruct a residence or make an improvement on a lot, that reconstruction or improvement shall be prosecuted diligently, and shall be completed within one year

after commencement. The plans to reconstruct or to make an additional improvement shall be submitted to the ACC for written approval before the reconstruction or improvement is commenced. The Owner shall submit all reconstruction/ improvement plans to Boise County and obtain a building permit before commencing.

2.13 Television Antennas. No antennas, satellite dishes, or other reception devices shall be allowed except for the following: a) a satellite dish not exceeding thirty (30) inches in diameter may be attached to a residence; b) a local television antenna may be installed if fully enclosed within the roof structure and a probe not to exceed thirty-six (36) inches may be attached to the residence other than the front of the residence facing the road.

2.14 Subdividing. No further subdividing of any Lot shall be allowed.

2.15 Driveways. The Owner of each Lot is responsible for the cost of construction of a driveway leading from a roadway to the residence. At a minimum, the first fifty (50) feet, from any roadway, of an individual driveway shall be constructed of asphalt pavement, concrete, or oil-treated gravel. If a gravel driveway is constructed, the Owner is responsible to clean up any gravel or dirt tracked onto existing paved roadways.

2.16 Lights. No owner shall install lights which emit an offensive glare or are positioned in such a manner to illuminate an area rather than accent a structure. There shall be no bright halogen outside lights attached to any structures on the Lot. Exterior lighting shall be accent type lighting and confined to a structure or to illuminate a driveway. No horizontal spotlights shall be mounted to any residence or outbuildings. Motion lights are acceptable. Driveway lighting shall be low wattage, low profile in design, not to exceed four (4) feet in height, and non invasive. All Exterior lighting shall be approved by the ACC.

2.17 Storage Tanks. Any storage tank, installed on a Lot and any type of air conditioning or heating unit must be concealed, or otherwise attractively screened, from view. An underground propane tank may be installed if approved by the appropriate State agency. The type, location, and screening of any storage tank shall be approved by the ACC. No petroleum or other hazardous material storage tanks shall be allowed.

2.18 Maintenance of Lots. Each Lot and the improvements thereon shall be kept and maintained by the Owner in a clean, safe, attractive, and slightly condition and shall be maintained in good repair at all times.

2.19 Drainage. Natural drainage patterns shall not be altered in any manner which will result in the diversion of water onto another Lot.

2.20 Canyon Creek Ranch Subdivision is located in a rural area which is naturally susceptible to wildfires. The properties are located outside the area of any organized publicly funded fire protection agency. Declarant has agreed to provide and install a 5,000 gallon water storage tank with the necessary piping, fittings, and quick connects, for the use of the Robie Creek Volunteer Fire Department which is a non-profit corporation providing fire protection services to the Canyon Creek Ranch Subdivision

area. Declarant and the CCRA have entered into a temporary agreement entitled "Fire Protection Service Agreement" with the Robie Creek Volunteer Fire Department which states the terms for maintenance, operation, repairs, and expenses. A copy of this agreement is available from the CCRA.

2.21 The current cost per lot for coverage by the Robie Creek Volunteer Fire Department is \$65 per year, such cost or any increase in charges for such service, shall be collected and paid to the Robie Creek Volunteer Fire Department, by the Association. In the event a publicly provided fire district is created and local tax assessments cover fire protection services, then this charge shall be suspended as fire protection services and will be charged through the appropriate local taxing district.

2.22 A set of brochure's entitled "Canyon Creek Ranch Fire Protection Guidelines" has been provided to each lot owner and shall be utilized in developing the landscaping designs on each lot. These guidelines will be considered as part of the ACC approval process for all landscape designs. The following set of brochures is listed below:

- 1) "It Could Happen To You" from USDA, U.S. Forest Service, USDI, BLM.
- 2) "Protecting and Landscaping Homes in the Wildland/Urban Interface" from University of Idaho.
- 3) "Living with Fire" from Great Basin Fire Prevention Organization

2.23 The Fire Protection guidelines are intended to provide general guidance in the implementation of landscape design. It is not intended to be strictly adhered to; rather, it is a reference point and guideline for the Association to determine whether good faith efforts are being made to protect property.

ARTICLE THREE Utilities and Utility Easements

3.1 Utilities Provided by Declarant. All residential lots shall be served with underground utility lines for power, and telephone services. Declarant shall not be required to provide any other utilities to the Subdivision or to a lot. The lines for power and telephone shall be installed in the platted utility corridor easements or any other easements deemed necessary by the Declarant. The costs of bringing these services to the Owner's lot are the responsibility of the Declarant, and Declarant is entitled to recover any and all deposits, refunds, or advances from any utility provider. Lot Owners shall be responsible for all additional costs for final hookups charged by a utility company.

3.2 Other Utilities. All other utility services, including but not limited to drinking water, sewage disposal, cabling (TV, internet or other), propane gas service, shall to the extent desired by the Owner or required by this Declaration, be provided by the Lot Owner. All costs and expenses associated with these other utilities, including septic systems and wells, shall be the sole and separate cost of each Lot Owner and shall not be that of the Declarant or the Association.

3.3 Septics. The Subdivision is not serviced by a central sewer system, and each Owner will be required to provide a lawfully constructed septic system. Individual septic systems for all lots have been approved by Central District Health Department. Before construction may commence, each lot owner must contact Central District Health to apply for and obtain a permit for construction of an appropriate septic system. As part of the septic system process, the lot owner will be required to dig a test hole or holes to determine soil conditions for the design of an appropriate septic system for any particular location.

Lot owners will be required to comply with Central District Health rules and regulations which include the following:

- a. Test hole to determine soil conditions.
- b. Sewage disposal systems may not be located within 100 feet of a well.
- c. Septic drain field depth will vary due to elevated ground water conditions.
- d. No septic disposal system may be located within 200 feet of the west property boundary of any lot, unless otherwise approved by Central District Health.
- e. Advanced treatment systems capable of achieving 27 mg/liter total nitrogen discharge are required for Lots 1 & 2 Block 1 and Lots 10-18 Block 2.
- f. Additional information concerning subsurface sewage disposal or advanced treatment systems can be obtained by contacting Malcohm McGregor at the Central District Health Department, located at 707 N. Armstrong Place, Boise, Idaho 83704. Phone (208) 327-8532 or (208) 869-9539

Prior to the installation of the septic system, each lot owner must obtain prior approval for the location of the septic system from the ACC as well as all appropriate public regulatory agencies.

3.4 Domestic Water & Arsenic: The Subdivision is not serviced by a central drinking water system. Each Lot Owner (except those lots with existing wells) will be required to drill, at owner's expense, an individual domestic well in a manner permitted by the State of Idaho, Department of Water Resources. Any well will have to be at least one hundred (100) feet from any septic system.

A properly designed single family domestic well system should be capable of supplying to the main residence, eight hundred (800) gallons per day (GPD), and a minimum of eight (8) gallons per minute (GPM) for a minimum of one (1) hour per day for peak usage times. The domestic well system may require a surge tank for water storage capacity to meet the performance criteria listed above.

In order to maximize the available water from a domestic well it is recommended that a Lot Owner install screened well casing to the maximum length possible within the saturated thickness of the water source within the well. Water storage tanks may be required for irrigation, depending on well capacity.

There are existing domestic wells on Lot 3, & Lot 9, Block 2 and Lot 6, Block 3. Those wells are intended to provide domestic water for each respective lot and shall not be shared by Owners of other lots. Each existing well and the water rights to that well will be transferred to the respective lot Owner upon purchase of the lot. Declarant and the Association makes no warranty, expressed or implied, to any lot Owner with regard to water quality or quantity from these wells, or any other wells provided by the Declarant, nor does Declarant warrant that the Owners of the other lots in the Subdivision will be able to locate domestic water at any desired depth, quality or quantity.

Arsenic: Canyon Creek Ranch subdivision is located within an area of naturally occurring arsenic deposits in ground water. Declarant and the Association expressly disclaim any warranty, expressed or implied, as to the condition of the property or the quality of the ground water located thereon. All lot owners agree and acknowledge that the property is purchased "as is" "where is" without any representation as to the quantity or quality of ground water at any particular location.

Furthermore, Declarant has caused the existing well on Lot 3, Block 2 to be tested by private laboratory services, and that test revealed the existence of arsenic, which occurs naturally in the ground water sources for this area. That test also indicates that the quantity of arsenic detected in this well, is in excess of the new Drinking Water Standards that will take effect beginning January 1, 2006, as established by the U.S. Environmental Protection Agency. Each Owner should periodically test any well for compliance with safe drinking water standards.

All lot owners are responsible for the cost and installation of all appropriate equipment and treatment facilities to maintain safe drinking water standards from any ground water source. A list of several local water treatment companies are available from the Association.

Prior to the installation of any well, each lot owner must obtain prior approval for the location of any well from the ACC.

No commercial or agricultural use of ground water is permitted within the subdivision.

3.5 Well Reserve Account: The Canyon Creek Ranch Association will create, thru annual assessments a \$ 25,000.00 Well Reserve Account. These funds will be held in an Association Account and may be used to remediate any adverse impact to three adjacent property Well's (owner's listed below), should it be determined that the Canyon Creek Ranch Project has directly affected the operation of their pre-existing Well. A "WELL AGREEMENT" between three (3) adjacent property owners and the Canyon Creek Ranch Association will be entered into and will contain the terms for making a claim for the use of these funds. The term of the twenty five thousand dollar Well Reserve account will be satisfied 10 years after the construction of twenty four (24) lots

and in no event shall the Reserve account be held past October 1, 2020. Any remaining funds that have not been used prior to the expiration date defined above, shall be released to the CCRA and utilized as they deem necessary.

The three (3) adjacent properties and their current owners are listed below;

- a) Amy & Warren Burkholder, property west of Lot 2, Block 2 of Canyon Creek Ranch.
- b) Annie Heltsley, property south of Lots 1 & 2 Block 3 of Canyon Creek Ranch.
- c) Gordon & Teresa Ravenscroft property north of Lot 7, Block 3 of Canyon Creek Ranch.

ARTICLE FOUR Owners Association

4.1 Organization of Association. Declarant intends to organize an entity to be known as Canyon Creek Ranch Association, an Idaho non-profit corporation. The "Association," shall file Articles of Incorporation and By-Laws, which shall set forth how the corporation shall operate and be governed.

4.2 Members. Every lot Owner in the Subdivision, including the Declarant and excluding the Association, shall be a Member of the Association, which Membership is compelled as an incident to lot ownership. A Member's interest in the Association is not assignable, and is appurtenant to the ownership of a lot. A Member's interest shall not be transferred, pledged, or alienated in any manner, and shall be subject to the terms and conditions of this Declaration and the Articles and By-Laws of the Association.

4.3. Class Membership. A Member shall be designated as either a Class A or Class B Member.

- a. Class A Members shall be each lot Owner in the Subdivision except Declarant. Class A Members shall have the full benefit and use of all Common Areas. Class A Members shall be assessed a pro-rata share of all costs and expenses incurred by the Association.
- b. Whenever an issue is placed for membership voting, each Class A Member shall be entitled to one vote for each lot owned. When more than one person is an Owner of a lot, all such persons shall be Members, but the vote for such lot shall be exercised as they jointly determine, but in no event shall more than one vote be cast with respect to any lot.
- c. The sole Class B Member shall be the Declarant. Declarant shall not be

assessed Membership assessments unless and until it has become a Class A Member. Whenever an issue is placed for membership voting, the Class B Member shall be entitled to five class A votes for each lot Declarant owns.

d. Declarant's Class B membership shall cease and Declarant's membership shall be converted automatically to Class A membership (one Class A membership interest for each lot owned) upon the occurrence of either of the following events, whichever occurs first:

(1) When ninety percent (90%) of the lots have been conveyed by deed to Owners other than Declarant; or

(2) At any time that Declarant elects in writing to accept Class A membership status.

4.4 Powers of the Association. The Association shall have all the powers of a not-for-profit corporation organized under the 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 of Incorporation, By-Laws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by it under this Declaration, the Articles of Incorporation, and the By-Laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of and the performance of the other responsibilities herein assigned, including without limitation:

a. Assessments. The power to levy assessments (monthly, special, and limited) on the Members/Owners of lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.

b. Right of Enforcement. The power and authority, from time to time, in it's own name, on it's own behalf, or on the 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 this Declaration or the Articles of Incorporation, Bylaws, and duly adopted Rules, and to enforce all provisions thereof by mandatory injunction or otherwise and to pursue any other remedy available for such breach.

In the event that the Association exercises its right to restrain the construction or maintenance of any building or structure that has not been approved by the ACC, as require herein, or exercises its right to enforces the removal of such building or structure, it shall be entitled to recover from the owner of the Lot on which building is located:

(1) The reasonable attorney fees and costs incurred by the Association in enforcing its right to restrain or remove such unapproved structure; and

(2) Liquidated damages in the amount of \$ 5,000.00 if: (a) suit is brought

to enforce the Associations right; and (b) the Board of Directors approves the recovery of liquidated damages by a 2/3 majority vote.

c. In the event that the Association exercises its right to enforce the provisions set forth in these CCR's, it shall be entitled to recover from the Owner who violates such provisions:

(1) The reasonable attorney fees and costs incurred by the Association in enforcing its right to restrain or remove such unapproved structure; and

(2) Liquidated damages in the amount of \$ 5,000.00 if: (a) suit is brought to enforce the Associations right; and (b) the Board of Directors approves the recovery of liquidated damages by a 2/3 majority vote.

(3) The amounts owed to the Association pursuant to this subsection shall be collected as a delinquent assessment as provided herein. Said liquidated damages represent compensation to the Association for its time and effort in insuring that only approved buildings are constructed and maintained within the Development and insuring that each Owner's right to the quiet enjoyment of his or her Lot is protected and the value thereof is preserved.

e. Delegation of Powers. The Association has authority to delegate its power and duties to officers or to committees or to any person, firm, or corporation that the Association may hire by contract. Neither the Association nor the Members shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

f. Association Rules. The Association may adopt, amend, and repeal, after consultation with Class A Member committees or delegates, such rules and regulations as the Association deems reasonable ("Association Rules") governing the use of the Common Areas by the Members, families of an Owner, or any invitee, or licensee; provided, however the Association rules may not discriminate among Members within a particular Subdivision and shall not be inconsistent with this Declaration. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Member. In the event of any conflict between any Association Rule and any other provision of this Declaration, the provisions of this Declaration shall control.

g. Licenses, Easements, and Rights-of-Way. The Association has the power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Areas as may be necessary or appropriate for the orderly maintenance and preservation of the health, safety, convenience, and

welfare of the Owners, or for the purpose of constructing, erecting, operating, or maintaining:

- (1) Underground lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes;
- (2) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes; and
- (3) Any similar public or quasi-public improvements or facilities. The right to grant such licenses, easements, and rights-of-way are hereby expressly reserved to the Association.

4.5 Duties of the Association. In addition to the powers granted by the Articles of Incorporation and By-Laws and this Declaration, and without limiting the generality thereof, the Association shall conduct all general business affairs of common interest to all Owners and Members, including the following:

- a. Operation and Maintenance of Common Area and Common Property. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of all Common Areas. The Common Areas shall include all Common Area equipment and property, common systems and common property, including the repair and replacement of any common property damaged or destroyed. The Association shall also maintain as necessary the entryway area and the private roads, including snowplowing, drainage, and repair.
- b. Pay all real and personal property taxes and assessments separately levied against the Common Area owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments be paid or a bond insuring payment be posted prior to the sale or disposition of any property to satisfy the payment of such taxes or assessments. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt entity.
- c. CCRA will bill, collect, and pay for the cost of contracting with the Robie Creek Volunteer Fire Department to provide interim fire protection services until such time as a public fire district is formed.
- d. Obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance to the extent available at a reasonable cost:

(1) Comprehensive public liability insurance insuring the Board of Directors, the Association, the Declarant, the Members, the Owners, and their agents and employees, against any liability incident to the ownership and/or use of the Common Area or other common property owned or managed by the Association.

(2) Such other insurance, to the extent necessary to comply with all applicable laws, directors and officers liability insurance and such indemnity, faithful performance, fidelity and other bonds as the Association shall deem necessary or required to carry out the Associations functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.

(3) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

4.6 Personal Liability. No officer of the Association, nor the Architectural Control Committee, any Member or any committee of the Association, nor the Declarant, nor the manager if any, shall be personally liable to any Member or Owner or to any other third party, including the Association, Member or lot Owner, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Architectural Control Committee, any Member or any committee of the Association, a Member or membership committee, or of the Declarant, provided such person or entity has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

4.7 Dissolution. In the event the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to another non-profit organization with similar purposes and in a manner to protect the rights of the Members.

ARTICLE FIVE Covenant for Assessments

5.1 Agreement to Pay. Each Owner covenants with the Association and Declarant that by accepting a deed from Declarant, and whether or not it is expressly stated in said deed, each Owner agrees to abide by the provision of this Declaration, the Association Articles and Bylaws, and agrees to pay to the Association all regular assessments, special assessments, limited assessments, and surcharges which are properly approved and imposed upon the Owner's Lot. The requirements for approval and imposition of a lien or surcharge shall be set forth in this Declaration and the Bylaws of the Association.

5.2 Creation of Lien and Personal Obligation for Assessments. The Declarant hereby covenants with each lot Owner within the Property that by acceptance of a deed from or

through the Declarant, and whether or not it is expressly stated in said deed, that each Owner shall agree to pay to the Association the following:

- a. All regular periodic assessments for specified services and maintenance as set forth in Section 5.4; and
- b. All special assessments for specified services and maintenance as set forth in Section 5.5.

Each assessment, together with interest accrued thereon, shall be a charge on the Owner's lot and shall create a continuing lien upon the Owner's lot against which each assessment is made; from and after the date the assessment is due. Each assessment shall bear interest at the rate of twelve (12%) percent annum to accrue after the due date until fully paid. Additionally, each assessment and accrued interest shall be the personal obligation of the Owner of the lot assessed at the date of assessment and may be collected by judicial action in the nature of a delinquent open account, which action may be in lieu of or in addition to the foreclosure of the lien created against the Owner's lot. The personal obligation for delinquent assessments shall not pass to Owner's successor in title unless expressly assumed by the successor. Any collection action, whether by lien foreclosure and/or by action on a delinquent account, shall also obligate the Owner of the lot assessed to pay reasonable attorney fees and court costs to be included as a part of the assessment debt to the Association. Prior to bringing an action to foreclose the continuing assessment lien granted by this Article, the Association shall cause a notice of lien claim to be prepared and filed of record with the Boise County Recorder's office, and shall send a copy by certified mail to the delinquent Owner. The cost of preparing, filing and mailing this claim of lien (which cost is understood to be a liquidated cost set at \$500.00 plus the filing fee charge), and plus any reasonable attorney fee incurred by the Association shall also be the separate cost of the delinquent lot Owner and shall be recovered from the lot Owner as a part of the assessments due.

5.3 Initial Assessment. Each lot sold by Declarant shall be subject to a one-time initial assessment of \$350.00 to be paid by the first homeowner. This one-time initial assessment shall be paid to the Declarant for the purposes stated in paragraph 5.4, at the time of closing.

5.4 Purpose of Initial Assessment. The purpose of the initial assessment will be used to pay the costs and fees to form the Association, including but not limited to the Bylaws and Articles of Incorporation, maintenance, snow plowing, and all other operating costs associated with the set up and duties of the Association.

5.5 Regular Periodic Assessments. Each lot Owner shall also be assessed and pay a regular periodic assessment to the Association, to begin to accrue at the time the Owner closes on the Lot, which regular assessments are to be used by the Association for the purpose of paying for the maintenance of the Common Areas and all other duties and responsibilities of the Association. The Association may elect to collect these periodic assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The beginning yearly assessment shall be \$425.00 per Lot. The amount of

the yearly assessment may be changed by the Board based on the necessary budget requirements of the Association.

5.6 Special Assessment for Repairs, Operations, or Maintenance. In addition to the regular periodic assessments, the Association may from time to time, by the majority vote of its Members at a meeting called for that purpose, make any special assessment for a specific one-time cost or expense benefiting common properties, or for some common interest or purpose benefiting all Members.

5.7 Notice of Action Under Section 5.4 and 5.5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.4 and/or 5.5 of this Declaration shall be sent to all Members not more than thirty (30) days not less than ten (10) days in advance of the meeting.

5.8 Miscellaneous Assessment Information. The Association shall annually re-establish the amount of the regular periodic assessment per lot each November of each year and shall send written notice of that re-assessment to each Owner thirty (30) days before the effective date of the re-established regular periodic assessment. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by officers of the Association stating whether or not assessments by the requesting Owner are current.

5.9 Effect of Nonpayment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed to be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the delinquent assessment or may record and foreclose a lien against the Owner's property. No Owner may waive or otherwise escape liability for assessments provided for neither herein by non-use of the Common Area nor by non-use of his lot.

5.10 Subordination of Assessment Liens to Mortgages. The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust placed against a lot by its Owner. No mortgagee of a mortgage or beneficiary of a deed of trust shall be required to collect any unpaid assessment. The failure of an Owner to pay assessments shall not constitute a default under a mortgage or deed of trust. Sale or transfer of a lot shall not affect the assessment lien, nor shall the transferee in such sale or transfer be relieved from liability for any assessment thereafter becoming due or from the lien thereof.

5.11 Operating Statement. An Association budget, for each fiscal year shall be distributed 30 days before the beginning of each fiscal year. The budget shall include a Schedule of Assessments received and receivable, identified by Building Lot Number and the name of the person or entity assigned.

ARTICLE SIX
Architectural Control

In order to protect the quality and value of all improvements constructed on every lot in the Subdivision, and for the continued protection of all Owners, an Architectural Control Committee (ACC) shall be established by Declarant. The ACC shall be subject to the control of the Declarant until such time the Declarant becomes a class A member. Thereafter, the ACC shall be appointed by the Board of Directors of the Association.

6.1. Approvals Required. No building, residence, or residential outbuilding of any type shall be commenced, erected, or installed upon any lot until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location, orientation lay-out of the same and such other detail as the ACC may require, have been submitted to and approved in writing by the ACC. The ACC will consider such subjective criteria for compatibility with surrounding structures and overall design, as well as objective criteria as to the quality of materials, exterior building and trim paint color, roof material and color, and engineering in making an approval or disapproval and those specific requirements set forth in Article 2.

a. Incomplete submittals will not be considered until such time as all required information has been provided. The ACC shall review and approve all submittals within 30 days. If no action is taken by the ACC within 60 days on a submittal then such submittal shall be deemed rejected.

6.2 Enforcement. The ACC may, in its own name, exercise all available legal and equitable remedies available to prevent or remove any unauthorized or unapproved construction or improvements on any lot or any portion thereof. In the event the ACC exercises its right to remove or restrain the violation of any rule, the ACC shall recover liquidated damages in the amount of \$5,000.00, in addition to its reasonable attorney fees and court costs, as a means to reimburse the ACC for the time and effort in enforcement.

6.3 Waivers. The approval of any plans, drawings, or specifications for any plans, improvements, or construction, or for any matter requiring the approval of the ACC, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matter subsequently for approval.

6.4 Liability. Neither the ACC nor any member thereof shall be liable to the Association, to any Owner, or to any other party for any damage suffered or claimed on account of any decision, act, action, or lack thereof, or conduct of the ACC or the respective members thereof, as long as they have acted in good faith on the basis of information they then possessed.

ARTICLE SEVEN
Common Areas

7.1 Definition of Common Areas. The Common Areas in this Subdivision are identified as: Lot 24 Block 2 (Mt. Heinen Dr.), Lot 25 Block 2 (Camas Dr.), Lot 9 Block 3 (Rim Canyon Ln.), Lot 8 Block 3 (Creek View Dr.), The "Entry Feature Easement" located on Lot 1, Block 2 and The "Fire Protection Easement" located on Lot 3, Block 1.

7.2 Common Rights. Each lot Owner in Canyon Creek Ranch Subdivision shall have an in common and perpetual access easement with all other lot Owners for use within the purposes set forth above, which use and easement shall run with the Owner's lot.

7.3 Declarant's Conveyance. Declarant shall convey title to these Common Areas to the Association at the time the Association is formed; except those easements described above as, The Entry Feature Easement Lot 1, Block 2 and The Fire Protection Easement Lot 3, Block 1.

7.4 Association's Duty to Maintain. In addition to other duties required of the Association, the Association shall maintain all Common Areas.

7.5 No individual liability. No individual liability shall be imposed on the Declarant for damages to a Common Area, except to the extent that his direct negligence is the cause of that damage.

7.6 Mortgage on Common Area. No mortgage shall be placed on any Common Areas.

7.7 Easements for Improvements in a Common Area. Declarant reserves access to the Common Area's to construct and establish improvements. Irrespective of this reservation, Declarant shall not be required to maintain these Common Area's, that responsibility shall be the CCRA. The Declarant shall have the sole and exclusive right to determine the nature of all improvements that Declarant may choose to construct unless there is a special reservation in this Declaration.

7.8 Private Roads. All roads within the Development shall be private roads owned by the Association for the use and benefit of all Owners and their successors and assigns and other Permitted Users, and subject to the unrestricted right of use reserved by the Declarant and their successors and assigns. The right to use the roads shall be appurtenant to the Lots and shall run with the land. The association may prohibit the use of the roads or portions thereof by unauthorized persons. The Association retains the right to transfer title to the roads and road improvements to Boise County or other public entity, subject to the rights of ingress and egress of all Lot Owners and easement owners. It will be the responsibility of the Association to maintain, plow, repair and resurface, when necessary, the private roadways in the Development for as long as the Association is the owner of the road improvements. All costs associated with or arising out of the Association's obligation to maintain, repair, plow or resurface the roadways, including all costs associated with the transferring of the roadway improvement to a

public entity, shall be paid by the Association and assessed to each Lot Owner of the Development otherwise recovered from other permitted users.

ARTICLE EIGHT Future Annexation

8.1 Annexation of other Land. Declarant reserves the right to annex other land to this Subdivision, by means of a Supplemental Declaration, providing that the other land is adjacent to and abuts some part of the Subdivision. All Owners and Members of the Association covenant and agree that future lot owners may become Members of the Association if they are so designated by the Declarant in a Supplemental Declaration.

8.2 Supplemental Declaration. Subject to the provisions of Section 8.1 above, all provisions contained in this Declaration shall apply to future annexed land, in the same manner as if it were originally covered by this Declaration, except for and subject to such modifications, changes, and deletions as may be specifically provided in any Supplemental Declaration. All Owners of lots located in annexed land shall become Members of the Association, and shall have all rights and duties of an Association Member.

The annexation of additional property shall be made by filing of record a Supplemental Declaration, or other similar instrument, particularly describing the property being annexed, which instrument shall be executed by Declarant or the Owner of the annexed property, and state the intent that the general plan and scheme of this Declaration shall be extended to the additional property described subject to such changes, modifications, deletions, and additions as are applicable to such additional property set forth in the Supplemental Declaration. Such Supplemental Declaration may contain such additions, modifications, or declarations of the covenants, conditions, restrictions, reservations of easements, and equitable servitude contained in this Declaration as may be deemed by the Declarant to be desirable to reflect the different character, if any, of the annexed property or as Declarant may deem appropriate in the development of the annexed property. The filing of record of said Supplemental Declaration shall constitute and effectuate the annexation of the property described in the Supplemental Declaration, and thereupon such annexed property shall become and constitute a part of the property as described herein above and shall become subject to this Declaration and encompassed within the general plans and scheme of covenants, conditions, restrictions, reservation of easements, and equitable servitude contained herein and as modified by such Supplemental Declaration for the annexed property, and further shall become subject to the functions, powers, and jurisdiction of the Association, and the Owners of lots in the annexed property shall immediately become Members of the Association.

8.3 Designation of Common Area. Any Common Area and common facilities designated by Declarant as such on the plat of the newly annexed additional Subdivision or in the Supplemental Declaration applicable thereto, or which may be acquired by or conveyed to the Association by Declarant, shall be subject to the same easements or other rights for the use and enjoyment of the Owners as for the other Owners of lots subject to this Declaration.

ARTICLE NINE
General Provisions

9.1 Enforcement. The Association, as well as any owner, shall have the right to enforce, by any proceeding 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 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.

9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, and all other provisions of this Declaration shall remain in full force and effect.

9.3 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is filed of record. After completion of the initial term of twenty (20) years, this Declaration shall be automatically extended for successive periods of ten (10) years unless appropriate action is taken to rescind or amend the Declaration.

9.4 Amendment. This Declaration may be amended only by the approving vote of two-thirds (2/3) of all Members, or by Declarant alone, provided that Declarant still owns one-third (1/3) of all lots.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions, and Restrictions this _____ day of October 2005.

Declarant;

WESTERN LAND COMPANY, LLC
By: Brad C. Stone Its: Managing Member

STATE OF IDAHO)
County of Ada): ss.

On this _____ day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared BRAD C. STONE, the Managing Member of Western Land Company LLC, an Idaho Limited Liability Company, known to me to be the person who executed the within and foregoing instrument for and on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

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

Notary Public for Idaho Residing at _____

Commission expires _____