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

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**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 Canyon Creek Homeowners Association, hereinafter referred to as “Declarant.”

RECITALS:

Declarant is the HOA representing certain real property in the County of Boise, State of Idaho, hereinafter referred to as the “Property,” more particularly described as follows:

Lots 1 through 4, Block 1; Lots 1 through 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 Homeowners Association, (hereinafter CCRHOA) which shall be formed as an Idaho non-profit corporation, its successors and assigns.

1.3 “**Board**” shall mean the Board of Directors of CCRHOA, 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 Canyon Creek Ranch Homeowners Association, 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.

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.

Lot 1, Block 2 is approved for an individual residence. Due to the small size, location, and unique easements, the following additional size and style restrictions apply:

1. The main residence may not exceed 1200 square feet and may have a maximum of a two-car garage attached.
2. An outbuilding is approved, with the maximum size of 1200 square feet and may not have RV height garage door opening.
3. The residence and all out building must maintain a 50' minimum set back from the community signage.

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 platted lot shall be limited to one “single-family” dwelling/structure as defined by the Uniform Building Code or building codes applicable to Boise County. and must contain a minimum of 1,600 square feet and a maximum of 4,000 square feet of living area, excluding the square footage of any permitted garage or other authorized outbuilding. 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. Dwellings shall primarily be single level “Ranch Style”. No residence shall exceed two stories above ground level but may include a daylight basement. 2nd story living space shall be limited to no more than 1/2 the square feet of the main level.

- b. Exterior wall surfaces shall be constructed of natural looking materials, including naturally surfaced wood, 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 wood, 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. White and Variations of the color White are not allowed. Lighter shades of Grey will be limited. 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 is 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 with 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 or 4,500 square feet, whichever is greater. 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. Permanent occupancy is defined as more than 6 consecutive months at a time.

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 its 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 setbacks may be requested from the ACC for cases of hardship. Under no circumstances shall a waiver be given for less than twenty-five (25) foot setbacks.

- 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 (1/2) 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 CONSERVATION**: 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 brochures 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 CCRHOA and the ACC encourage the incorporation of Dry scapes in the overall landscape planning process.

e. The ACC will consider the preservation of the water resources in approving all landscape designs.

- f. No Lot Owner shall be allowed to 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:** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Boise County Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

No firearms 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 fireplace, 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, must be on an improved surface such as gravel, asphalt, or cement. This equipment must comply with all setback restrictions and must be enclosed or completely screened from any view. Acceptable screening includes use of a fence, berm, (min 6ft) or mature foliage. (6ft). Storage of such

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 animals 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 animal 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.
- g. Chickens are permitted, subject to the following conditions:
 - a. All Birds must be kept within an enclosure. No free-range chickens.
 - b. Enclosure plans and location must be pre-approved by the ACC and the owner/occupant of any adjacent lot.
 - c. Enclosures must be maintained and cleaned to prevent odors.
 - d. Enclosures must be maintained and cleaned to prevent odors.

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 commences. 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. If a gravel driveway is constructed, the Owner is responsible for cleaning up any gravel or dirt tracked onto existing paved roadways.

2.16 Lighting: To minimize light pollution within the community, ensuring that outdoor lighting is used efficiently and does not negatively impact on the quality

of life for residents. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. External lights shall be shielded or hooded and must be located and constructed so that they do not create a nuisance or hazard. The lighting footprint must project downward and cannot project beyond the property boundaries. Fixture locations must be shown on the elevation plans. The intensity of outdoor lighting should be appropriate for its intended use and should not exceed the minimum levels necessary for safety and security. Excessively bright lights that cause discomfort or interfere with the visibility of the night sky are prohibited. Fixtures, standards, and all exposed accessories shall be harmonious with building design and shall be as approved by the ACC. Lighting shall be restrained in design, and excessive brightness shall be avoided. Outdoor lighting should be turned off or dimmed during late-night hours (e.g., after 11:00 PM) to reduce light pollution and conserve energy. Motion sensors and timers are recommended to ensure that lights are only on when needed.

Holiday Lighting and Décor: To ensure that holiday decorations and lighting within the community are displayed in a manner that is safe, respectful, and in harmony with the overall aesthetic of the neighborhood. Holiday decorations and lighting may be displayed no earlier than 30 days before the holiday and must be removed within 20 days after the holiday. All holiday lighting must be UL-approved and designed for outdoor use. Lighting should be turned off by 11:00 PM to minimize disturbance to neighbors. Flashing or excessively bright lights are prohibited to avoid causing discomfort or distractions. Decorations should be securely fastened to prevent them from becoming hazards in windy conditions. Inflatable decorations are allowed but must be deflated when not in use. Decorations should not obstruct sidewalks, driveways, or common areas. Electrical cords must be properly insulated and should not create fire hazards. Decorations should be tasteful and in keeping with the community's standards. Noise-generating decorations, such as those with sound effects, should be kept at a reasonable volume.

The HOA reserves the right to request the removal of any decorations or lighting that do not comply with these guidelines. Homeowners who fail to comply may be subject to fines or other penalties as outlined in Article VIII.

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. No more than two (2) above ground storage tanks for vehicle fuel (Gasoline or Diesel) with a capacity not to exceed 100 U.S gallons each shall be allowed with the following placement limitations. Tanks must be hidden from view. The top of the tanks cannot exceed 6ft. All tanks shall be placed upon

- 2) "Protecting and Landscaping Homes in the Wildland/Urban Interface" from the 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 power lines and telephone shall be installed in the plated 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.

ground with pavement, cement or gravel base. No flammable materials within 10ft of the tanks are to be allowed and tanks must be 50 ft from the primary residence. The final type, location, and screening of any storage tank shall be approved by the ACC.

2.18 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property of facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner.

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 connections, 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.

2.22 A set of brochures 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.

- 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 is 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.

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 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 **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 its own name, on its 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 \$10,000.00 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 \$10,000.00 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 ensuring that each Owner's right to the quiet enjoyment of his or her Lot is protected and the value thereof is preserved.

c. **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 delegated.

d. **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.

e. **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.

4.4 **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. 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 insurance policies to the extent available at a reasonable cost:

4.5 **Personal Liability:** No officer of the Association, nor any 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.

- 4.6 **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 burden 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 annually 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 collect these periodic assessments on annual basis. The beginning yearly assessment shall be \$250.00 per Lot. The amount of the annual 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 reestablish 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 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 \$10,000.00, 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 CCRHOA. 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 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 23 day of March 2026.

Declarant.



Canyon Creek Ranch Homeowners Association
By: **William Dee:** President

STATE OF IDAHO)
County of Ada): ss.

On this 23 day of ^{March}~~February~~ 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared William Dee, the elected President of Canyon Creek Home Owners Association, known to me to be the person who executed the within and foregoing instrument for and on behalf of said association, and acknowledged to me that said association 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 Ada county

Commission expires 09/24/2031

