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

<b>Article</b>	<b>Section Title</b>	<b>Page</b>
<b>Article 1</b>	<b>Definitions</b>	3
<b>Article 2</b>	<b>General Development and Use Restrictions</b>	5
	2.1 Land Use-Residential	5
	2.2 Construction of Residence and other Structures Generally	5
	2.3 Design Features of Residence and other Structures	6
	2.4 Setbacks and Utility Corridors	8
	2.5 Residential Landscaping and Well Water	9
	2.6 Fences	10
	2.7 Nuisances and Hazardous Activities	11
	2.8 Signs	11
	2.9 Garbage and Refuse Disposal	
	2.10 Permitted Use of Vehicles and Recreational Equipment	11
	2.11 Animals	12
	2.12 Reconstruction and Other Improvements	13
	2.13 Television Antennas and Satellite Dishes	13
	2.14 Subdividing	13
	2.15 Driveways	13
	2.16 Lighting and Holiday Lighting and Decor	13
	2.17 Storage Tanks	14
	2.18 Maintenance of Lots	15
	2.19 Drainage	15
	2.20 – 2.23 Fire Protection and Wildfire Guidelines	16
<b>Article 3</b>	<b>Utilities and Utility Easements</b>	16
	3.1 Utilities Provided	16
	3.2 Other Utilities	16
	3.3 Septics	16
	3.4 Domestic Water and Arsenic	17
<b>Article 4</b>	<b>Owners Association</b>	18
	4.1 Organization of Association	19
	4.2 Members	19
	4.3 Powers of the Association	19
	4.4 Duties of the Association	21
	4.5 Personal Liability	21
	4.6 Dissolution	21
<b>Article 5</b>	<b>Covenant for Assessments</b>	22
	5.1 Agreement to Pay	22
	5.2 Creation of Lien and Personal Obligation for Assessments	22
	5.3 Initial Assessment	23
	5.4 Purpose of Initial Assessment	23

	5.5 Regular Periodic Assessments	23
	5.6 Special Assessments for Repairs, Operations or Maintenance	23
	5.7 Notice of Action	23
	5.8 Miscellaneous Assessment Information	23
	5.9 Nonpayment of Assessments and Remedies	23
	5.10 Subordination of Assessments Liens to Mortgages	24
	5.11 Operating Statement	24
<b>Article 6</b>	<b>Architectural Control</b>	24
	6.1 Approvals Required	24
	6.2 Enforcement	25
	6.3 Waivers	25
	6.4 Liability	25
<b>Article 7</b>	<b>Common Areas</b>	25
	7.1 Definition of Common Areas	25
	7.2 Common Rights	25
	7.3 Declarants Conveyance	25
	7.4 Association's Duty to Maintain	26
	7.5 No Individual Liability	26
	7.6 Mortgage on Common Area	26
	7.7 Easements for Improvements in Common Areas	26
	7.8 Private Roads	26
<b>Article 8</b>	<b>Future Annexation</b>	27
	8.1 Annexation of other Land	27
	8.2 Supplemental Declaration	27
	8.3 Designation of Common Areas	27
<b>Article 9</b>	<b>General Provisions</b>	28
	9.1 Enforcement	28
	9.2 Severability	28
	9.3 Term	28
	9.4 Amendment	28

**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. 2<sup>nd</sup> 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 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 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.