

HIGH CORRAL SUBDIVISION NO. 2

SITUATED IN THE W 1/2 OF SECTION 1, T.4N., R.4E., B.M., BOISE COUNTY, IDAHO

ROYLANCE ENGINEERING 1980

Just # 95943



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LEGEND



Found Brass Cap
Set 1/2" x 24" Steel Pin
Set 5/8" x 30" Steel Pin
Lot Number
Match Line
Subdivision Boundary
Found 5/8" x 30" Steel Pin

SCALE IN FEET
400 200 100 0 150 300 400

CURVE	CH. BEARING	CH. L.	RADIUS	Δ	ARC. L.	TAN.
C-1-A	N. 54°17'00"E.	75.90	53.50	90°22'01"	84.38	53.84
C-1	N. 81°02'31"E.	53.82	53.50	36°51'01"	34.41	17.82
C-2	N. 35°51'29"E.	48.17	53.50	53°51'00"	49.97	26.98
C-3	N. 28°24'30"W.	52.22	125.00	75°01'00"	163.66	95.94
C-4	N. 19°06'00"W.	44.20	125.00	20°22'00"	44.43	22.45
C-5	N. 19°06'00"W.	33.59	95.00	20°22'00"	33.77	17.06
C-6	N. 19°06'00"W.	22.98	65.00	20°22'00"	23.10	11.68
C-70	N. 36°57'00"W.	94.87	50.00	143°08'00"	124.91	150.01
C-71	N. 36°57'00"W.	37.95	20.00	143°08'00"	49.96	60.01
C-72-A	S. 28°24'23"E.	58.21	32.66	126°02'49"	71.86	64.17
C-72	S. 22°52'20"E.	123.80	85.00	93°28'41"	138.68	90.32
C-73	N. 42°19'30"W.	100.64	55.00	132°23'00"	127.08	124.65
C-74	N. 42°19'30"W.	45.74	25.00	132°23'00"	57.76	56.66
C-75	N. 4°12'43"E.	40.36	60.00	39°18'34"	41.16	21.43
C-76	N. 34°59'47"W.	40.16	60.00	39°06'26"	40.95	21.31
C-77	N. 15°20'30"W.	37.95	30.00	78°25'00"	41.06	24.48
C-78	N. 15°02'06"E.	120.89	95.00	79°01'48"	131.04	78.55
C-79	S. 50°00'54"W.	81.90	93.00	119°04'12"	84.68	45.58
C-80	N. 19°30'00"E.	117.87	65.00	130°06'00"	147.59	159.71
C-81	N. 10°30'00"E.	63.47	35.00	130°06'00"	79.47	75.23
C-82	N. 51°30'30"E.	85.55	105.00	48°05'00"	88.12	46.84
C-83	N. 51°30'30"E.	61.11	75.00	48°05'00"	62.94	33.46
C-84	N. 51°30'30"E.	36.67	45.00	48°05'00"	37.76	20.08
C-85	S. 34°17'05"W.	46.73	196.81	13°38'08"	46.84	23.53
C-86-A	N. 42°19'00"E.	85.50	166.81	29°42'00"	86.47	44.23
C-86	N. 42°19'00"E.	70.12	136.81	29°42'00"	70.92	36.27
C-87	S. 87°29'35"E.	51.65	40.00	80°25'32"	56.15	33.82
C-88	S. 50°15'00"E.	69.56	56.49	76°00'00"	74.93	44.13
C-89-A	N. 46°42'59"W.	97.89	86.49	68°55'59"	104.06	59.37
C-89	N. 77°19'48"W.	21.14	82.22	14°46'32"	21.20	10.66
C-90-A	N. 51°46'30"W.	53.53	42.06	79°03'00"	58.02	34.70
C-90	S. 51°46'30"E.	91.72	72.06	79°03'00"	99.42	59.45
C-90-B	S. 51°46'30"E.	129.90	102.06	79°03'00"	140.81	84.20
C-91	S. 47°14'30"E.	62.58	45.00	88°07'00"	69.21	43.54
C-92	S. 47°14'30"E.	104.31	75.00	88°07'00"	115.34	72.57
C-93-A	N. 51°29'55"W.	134.43	105.00	79°36'10"	145.88	87.49
C-93	N. 7°26'25"W.	15.59	105.00	8°30'50"	15.60	7.82
C-94	N. 19°14'30"W.	32.50	58.75	32°07'00"	32.93	16.91
C-95	S. 19°14'30"E.	49.10	88.75	32°07'00"	49.75	25.55
C-96	S. 19°14'30"E.	65.70	118.75	32°07'00"	66.56	34.18
C-97	S. 3°48'27"E.	25.86	45.00	33°23'39"	26.23	13.50
C-98	N. 47°24'08"W.	40.72	45.00	53°47'44"	42.25	22.83
C-99	S. 61°16'28"W.	63.00	45.00	88°51'04"	69.78	44.11
C-100	N. 33°19'13"W.	69.12	45.00	100°20'19"	78.81	53.95
C-101-A	N. 29°27'29"E.	55.80	60.00	55°25'00"	58.03	31.51
C-101	N. 12°34'30"E.	42.12	30.00	89°11'00"	46.70	29.58
C-101-B	N. 15°08'00"W.	34.85	60.00	33°46'00"	35.36	18.21
C-102	S. 8°33'31"W.	83.55	65.00	79°59'11"	90.74	54.53
C-103	S. 2°49'00"W.	97.10	85.00	69°40'00"	103.35	59.15
C-104	N. 2°49'00"E.	62.83	55.00	69°40'00"	66.88	38.27
C-105	N. 2°49'00"E.	28.56	25.00	69°40'00"	30.40	17.40
C-106	N. 50°18'31"E.	21.06	48.05	25°18'59"	21.23	10.79
C-107	N. 50°18'31"E.	34.21	78.05	25°18'59"	34.49	17.53
C-108	S. 50°18'30"W.	47.36	108.05	25°18'59"	47.74	24.27
C-109	S. 0°07'30"W.	35.59	20.00	125°41'00"	43.87	38.99
C-110	N. 0°07'30"E.	88.98	50.00	125°41'00"	109.68	97.46
C-111	N. 31°55'00"E.	82.53	80.00	62°06'00"	86.71	48.16
C-112	N. 30°55'30"E.	84.29	80.00	63°35'00"	88.78	49.59
C-113	N. 33°54'00"W.	24.10	25.00	57°38'00"	25.15	13.75
C-114	N. 33°54'00"W.	53.02	55.00	57°38'00"	55.32	30.26
C-115	S. 33°54'00"E.	81.94	85.00	57°38'00"	85.50	46.76
C-116	S. 56°37'00"E.	31.32	20.00	103°04'00"	35.98	25.17
C-117	N. 56°37'00"W.	78.30	50.00	103°04'00"	89.95	62.93
C-118	N. 56°37'00"W.	125.28	80.00	103°04'00"	143.91	100.69
C-119	N. 80°27'30"W.	41.82	45.00	55°23'00"	43.50	25.62
C-120	N. 80°27'30"W.	69.71	75.00	55°23'00"	72.50	39.36
C-121	S. 80°27'30"E.	97.59	105.00	55°23'00"	101.50	55.11
C-122	S. 3°42'30"W.	100.04	60.00	112°57'00"	118.28	90.56
C-123	N. 3°42'30"E.	50.02	30.00	112°57'00"	59.14	45.28
C-124	N. 34°02'30"E.	114.55	130.00	52°17'00"	118.63	63.80
C-125	N. 34°02'30"E.	88.12	100.00	52°17'00"	91.25	49.08
C-126	N. 34°02'30"E.	61.68	70.00	52°17'00"	63.88	34.36
C-127	N. 28°56'00"E.	120.26	167.53	42°04'00"	123.00	64.42
C-128-A	N. 28°56'00"E.	98.72	137.53	42°04'00"	100.97	52.88

CURVE	CH. BEARING	CH. L.	RADIUS	Δ	ARC. L.	TAN.
C-128	N. 28°56'00"E.	77.19	107.53	42°04'00"	78.95	41.55
C-129	N. 32°48'43"E.	54.79	92.87	34°18'38"	55.62	28.67
C-130	N. 27°31'20"W.	127.10	92.87	86°21'22"	139.98	87.15
C-131	N. 10°22'00"W.	109.26	62.87	120°40'00"	132.41	110.38
C-132	N. 10°22'00"W.	57.15	32.87	120°40'00"	69.25	57.71
C-133	N. 61°34'00"W.	78.16	246.20	18°16'00"	78.49	39.58
C-134	N. 61°34'00"W.	68.63	216.20	18°16'00"	68.93	34.76
C-135	N. 61°34'00"W.	59.11	186.20	18°16'00"	59.36	29.94
C-136	N. 7°26'30"W.	42.42	30.00	89°59'00"	47.12	29.99
C-137	N. 7°26'30"W.	84.84	60.00	89°59'00"	94.23	59.98
C-138	N. 84°24'30"E.	131.34	90.00	93°45'00"	147.21	96.04
C-139	N. 84°24'30"E.	87.56	60.00	93°45'00"	98.14	64.02
C-140	N. 84°24'30"E.	43.78	30.00	93°45'00"	49.07	32.01
C-141	N. 86°04'30"E.	136.10	95.92	90°23'00"	151.31	96.56
C-142	N. 86°04'30"E.	93.53	65.92	90°23'00"	103.98	66.36
C-143	N. 86°04'30"E.	50.97	35.92	90°23'00"	56.66	36.16
C-144	N. 2°13'30"W.	150.34	110.00	86°13'00"	120.38	74.88
C-145	N. 2°13'30"W.	109.95	86.13	86°13'00"	165.52	102.97
C-146	N. 9°42'44"E.	144.93	140.00	62°20'33"	152.33	84.69
C-147	N. 33°23'46"W.	57.91	140.00	23°52'27"	58.34	29.60
C-148	S. 44°40'00"W.	60.00	45.00	276°22'46"	217.07	40.25
C-149	N. 40°05'00"E.	51.65	70.00	43°18'00"	52.90	27.79
C-150	N. 1°42'30"E.	16.76	10.00	113°51'00"	19.87	15.36
C-151	N. 0°02'30"E.	114.04	60.00	143°43'00"	150.50	183.12
C-152	N. 18°15'00"E.	40.27	25.00	107°18'00"	46.82	33.97
C-153	N. 29°45'30"E.	108.90	60.00	130°19'00"	136.47	129.60
C-154	N. 11°27'00"E.	72.85	66.79	66°06'00"	77.05	43.46
C-155	N. 6°38'00"E.	99.34	105.00	56°28'00"	103.48	56.38

NO.	BEARING	L.	NO.	BEARING	L.
T-1	S. 36°27'00"E.	63.02	T-51	N. 52°46'00"W.	105.30
T-2	N. 36°27'00"W.	86.52	T-52	S. 60°11'00"W.	10.47
T-3	N. 65°55'00"W.	119.03	T-53	N. 52°26'00"W.	99.26
T-4	S. 65°55'00"E.	121.08	T-54	N. 37°33'00"W.	86.40
T-5	N. 65°55'00"W.	67.21	T-55	N. 16°06'00"W.	109.67
T-35	S. 71°29'00"W.	37.96	T-56	S. 62°35'00"W.	100.00
T-36	N. 71°29'00"E.	37.96	T-57	N. 45°20'00"W.	128.03
T-37	N. 23°52'00"E.	93.31	T-58	N. 61°44'00"E.	68.27
T-38	N. 54°33'00"W.	78.92	T-59	N. 18°26'00"E.	96.48
T-39	N. 75°33'00"E.	27.21	T-60	N. 58°38'00"E.	99.49
T-40	N. 27°28'00"E.	93.61	T-61	N. 55°13'00"W.	57.14
T-41	S. 12°15'00"W.	28.42	T-62	N. 44°15'00"W.	105.07
T-42	S. 12°15'00"W.	28.42	T-63	N. 64°17'00"E.	82.63
T-43	N. 12°15'00"W.	28.42	T-64	N. 71°49'00"W.	83.09
T-44	N. 3°11'00"W.	28.07	T-65	N. 71°54'00"E.	168.03
T-45	N. 32°01'00"W.	111.41	T-66	N. 35°24'00"W.	109.20
T-46	S. 32°01'00"E.	56.41	T-67	S. 85°05'00"E.	112.82
T-47	N. 37°39'00"E.	36.46	T-68	N. 68°41'00"E.	74.81
T-48	N. 62°43'00"W.	108.33	T-69	N. 44°30'00"E.	96.07
T-49	N. 5°05'00"W.	53.37	T-70	N. 34°52'00"E.	61.33
T-50	S. 71°51'00"W.	73.61			

(FOR NOTES, KEY MAP, & RESTRICTIVE
COVENANTS SEE SHEET NO. 2)

Inst. # 95943

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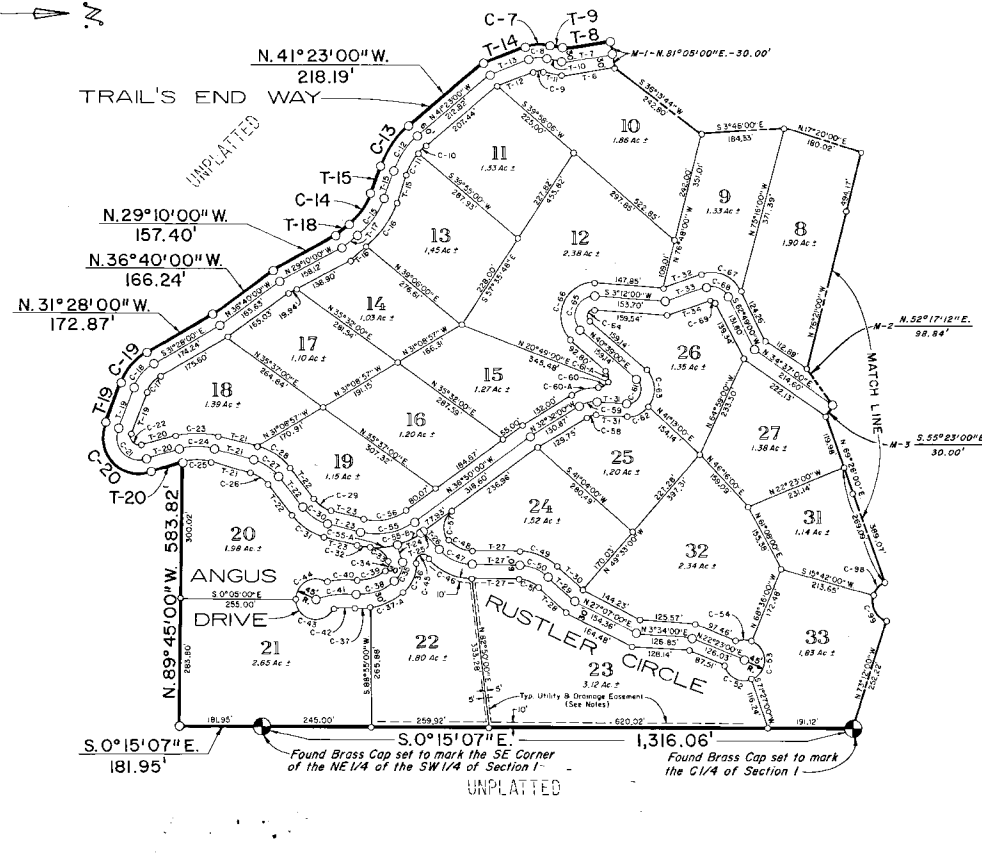
SCALE IN FEET

400 200 100 0 100 200 300 400



CURVE	CH. BEARING	CH. L.	RADIUS	Δ	ARC. L.	TAN.
C-7	N. 4°31'00"W	57.03	100.00	33°08'00"	57.83	29.75
C-8	S. 4°31'00"E	39.92	70.00	33°08'00"	40.48	20.82
C-9	N. 4°31'00"E	22.81	40.00	33°08'00"	23.13	11.90
C-10	N. 44°17'02"W	26.01	155.00	29°00'00"	21.10	10.50
C-11	N. 59°45'32"E	66.19	15.00	21°08'58"	21.10	58.40
C-12	S. 55°51'30"E	92.48	185.00	28°57'00"	93.48	47.76
C-13	S. 55°51'30"E	107.48	215.00	28°57'00"	108.63	59.00
C-14	N. 54°52'30"W	82.63	155.00	30°55'00"	83.64	42.86
C-15	S. 54°52'30"E	98.62	185.00	30°55'00"	99.83	51.16
C-16	N. 54°52'30"W	114.61	215.00	30°55'00"	116.01	59.46
C-17	N. 50°06'00"W	44.73	70.00	37°16'00"	45.53	23.66
C-18	S. 50°06'00"E	63.90	100.00	37°16'00"	65.04	33.72
C-19	N. 50°06'00"W	83.07	130.00	37°16'00"	84.56	43.83
C-20	S. 47°35'00"W	143.42	80.00	127°22'00"	177.84	161.75
C-21	N. 47°35'00"E	89.64	50.00	127°22'00"	111.15	101.09
C-22	S. 44°35'00"W	35.80	20.00	127°22'00"	44.46	40.48
C-23	S. 0°42'00"E	59.67	180.00	90°00'00"	59.67	0.00
C-24	N. 0°42'00"E	79.67	140.00	30°48'00"	80.63	41.22
C-25	N. 0°42'00"E	63.73	120.00	30°48'00"	64.51	33.05
C-26	N. 33°20'00"E	44.73	70.00	37°16'00"	45.53	23.60
C-27	N. 33°20'00"E	63.90	100.00	37°16'00"	65.04	33.72
C-28	S. 33°20'00"E	83.07	130.00	37°16'00"	84.56	43.83
C-29	S. 32°44'00"W	46.12	70.00	38°28'00"	47.00	24.42
C-30	N. 32°44'00"E	65.88	100.00	38°28'00"	67.14	34.89
C-31	N. 32°44'00"E	85.65	130.00	38°28'00"	87.28	45.36
C-32	N. 8°48'09"E	28.57	174.44	9°23'58"	28.60	14.33
C-33	N. 35°12'26"E	51.65	45.54	72°45'08"	55.29	32.08
C-34	S. 73°58'00"E	22.03	20.00	66°50'00"	23.35	15.22
C-35	S. 73°00'00"E	50.00	50.00	90°00'00"	50.00	0.00
C-36	N. 67°30'37"W	69.96	80.00	51°51'14"	72.40	38.89
C-37-A	N. 25°18'00"E	82.12	146.44	32°33'59"	83.24	42.78
C-37	N. 2°06'32"W	35.23	146.44	13°49'01"	35.31	17.74
C-38	S. 18°23'30"E	91.71	164.44	46°23'00"	94.26	49.89
C-39	S. 18°23'30"E	68.08	86.44	46°23'00"	69.98	37.03
C-40	S. 3°23'41"E	66.54	233.42	16°25'19"	66.77	33.61
C-41	S. 7°48'30"E	88.81	203.42	25°13'00"	89.53	45.50
C-42	N. 2°41'10"W	45.19	173.42	14°58'17"	45.32	22.79
C-43	N. 13°06'55"E	87.62	45.00	53°36'14"	120.64	191.89
C-44	S. 28°52'19"E	78.88	45.00	122°25'23"	96.15	81.89
C-45	N. 22°16'30"W	28.39	15.00	142°01'28"	27.26	45.97
C-46	N. 24°31'07"E	10.92	10.00	68°04'16"	10.92	57.81
C-47	N. 24°31'30"E	80.02	100.00	47°25'00"	82.76	43.98
C-48	S. 24°31'30"W	96.29	70.00	47°25'00"	97.93	50.74
C-49	S. 21°19'30"E	91.09	130.00	41°01'00"	93.06	48.63
C-50	N. 21°19'30"E	70.07	100.00	41°01'00"	71.59	37.40
C-51	N. 21°19'30"E	49.05	70.00	41°01'00"	50.11	26.18
C-52	N. 26°00'41"E	63.15	45.00	89°07'23"	70.00	44.32
C-53	N. 88°34'30"E	84.59	45.00	140°03'00"	110.00	123.80
C-54	S. 2°12'11"E	36.04	45.00	47°12'23"		

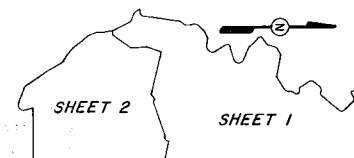
NO.	BEARING	L.
T-6	N. 8°55'00"W.	118.86'
T-7	S. 8°55'00"E.	113.31'
T-8	N. 8°55'00"W.	107.76'
T-9	N. 12°03'00"E.	28.55'
T-10	S. 12°03'00"W.	34.09'
T-11	N. 12°03'00"E.	39.64'
T-12	N. 21°05'00"W.	87.01'
T-13	S. 21°05'00"E.	92.38'
T-14	N. 21°05'00"W.	97.75'
T-15	N. 70°20'00"W.	65.63'
T-16	N. 39°25'00"E.	45.93'
T-17	S. 39°25'00"E.	43.24'
T-18	N. 39°25'00"W.	40.55'
T-19	N. 68°18'00"E.	96.78'
T-20	S. 16°06'00"E.	78.48'
T-21	N. 42°42'00"E.	90.38'
T-22	N. 51°58'00"E.	89.11'
T-23	N. 13°30'00"E.	75.87'
T-24	N. 1°35'00"E.	28.39'
T-25	S. 36°50'00"W.	2.59'
T-26	N. 48°14'00"E.	50.40'
T-27	N. 0°49'00"E.	106.16'
T-28	S. 41°50'00"W.	81.61'
T-29	N. 41°50'00"E.	77.74'
T-30	S. 41°50'00"W.	73.87'
T-31	N. 3°54'00"E.	66.35'
T-32	S. 18°51'00"E.	89.56'
T-33	N. 18°51'00"E.	95.40'
T-34	S. 18°51'00"E.	101.24'



	Found Brass Cap
	Set 1/2" x 24" Steel Pin
	Set 5/8" x 30" Steel Pin
	Lot Number
	Match Line
	Subdivision Boundary

1. Boise County assumes no responsibility for maintenance or snow removal from roads as platted hereon. Subject to Boise County Ordinance, dated November 27, 1978.
2. A 10' Utility and Drainage Easement exists inside all lot lines along roads and the subdivision boundary, and a 10' easement will be centered on all interior lot lines.
3. Lots shall not be reduced in size without prior approval of the appropriate Health Authority.
4. All areas shown are approximate and for tax purposes only.

Building & Occupancy shall conform to the standards established by the Restrictive Covenants as filed in Plat Book _____ of miscellaneous records at page(s) _____, Boise County, Idaho. Instrument No. _____.

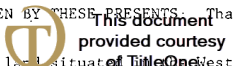


KEY MAP
NTS

HIGH CORRAL SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned are owners of the real property hereinafter described.



A tract of land situated in the Northwest 1/2 of Section 1, Township 4 North, Range 4 East, Boise Meridian, Boise County, Idaho, described as follows.

Commencing at a found brass cap monumenting the North 1/4 Corner of Section 1, said brass cap being the REAL POINT OF BEGINNING.

Thence S0°-13'-51"E a distance of 2266.20 feet to a found brass cap set to mark the Center 1/4 Corner of said Section 1,
 Thence S0°-15'-07"E a distance of 1316.06 feet to a found brass cap set to mark the Southeast Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 1,
 Thence S0°-15'-07"E a distance of 181.95 feet to a set steel pin,
 Thence N89°-45'-00"W a distance of 78.48 feet to a set steel pin,
 Thence S16°-06'-00"E a distance of 78.48 feet to a set steel pin,
 Thence northeast and southeasterly a distance of 177.84 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 80.00 feet, a central angle of 127°22'00", and a long chord which bears S47°-35'-00"W a chord distance of 143.42 feet to a set steel pin,
 Thence N68°-44'-00"W a distance of 96.78 feet to a set steel pin,
 Thence northwesterly a distance of 84.56 feet along the arc of a circular curve concave to the northeast, said curve having a radius of 130.00 feet, a central angle of 37°-16'-00", and a long chord which bears N50°-06'-00"W a chord distance of 83.07 feet to a set steel pin,
 Thence N31°-28'-00"W a distance of 172.87 feet to a set steel pin,
 Thence N36°-40'-00"W a distance of 166.24 feet to a set steel pin,
 Thence N29°-10'-00"W a distance of 157.40 feet to a set steel pin,
 Thence N39°-25'-00"W a distance of 40.55 feet to a set steel pin,
 Thence northwesterly a distance of 83.64 feet along the arc of a circular curve concave to the southwest, said curve having a radius of 155.00 feet, a central angle of 30°-55'-00", and a long chord which bears N54°-52'-30"W a distance of 82.63 feet to a set steel pin,
 Thence N70°-20'-00"W a distance of 63.63 feet to a set steel pin,
 Thence northwesterly a distance of 108.63 feet along the arc of a circular curve concave to the northeast, said curve having a radius of 215.00 feet, a central angle of 28°-57'-00", and a long chord which bears N55°-51'-30"W a chord distance of 107.48 feet to a set steel pin,
 Thence N41°-23'-00"W a distance of 218.19 feet to a set steel pin,
 Thence N21°-05'-00"W a distance of 97.75 feet to a set steel pin,
 Thence northerly a distance of 57.83 feet along the arc of a circular curve concave to the northeast, said curve having a radius of 100.00 feet, a central angle of 33°-08'-00", and a long chord which bears N4°-31'-00"W a chord distance of 57.03 feet to a set steel pin,
 Thence N12°-03'-00"E a distance of 28.54 feet to a set steel pin,
 Thence N8°-55'-00"W a distance of 107.76 feet to a set steel pin,
 Thence northwesterly a distance of 23.10 feet along the arc of a circular curve concave to the southwest, said curve having a radius of 65.00 feet, a central angle of 20°-22'-00", and a long chord which bears N19°-06'-00"W a chord distance of 22.98 feet to a set steel pin,
 Thence N29°-17'-00"W a distance of 198.84 feet to a set steel pin,
 Thence N65°-55'-00"W a distance of 119.03 feet to a set steel pin,
 Thence N36°-27'-00"W a distance of 86.52 feet to a set steel pin on the southerly boundary of "HIGH CORRAL SUBDIVISION" (a recorded subdivision on file as Instrument Number 90554, Records of Boise County),
 Thence along the boundary of said "HIGH CORRAL SUBDIVISION" the following courses:
 Northwesterly a distance of 84.38 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 53.50 feet, a central angle of 90°-22'-01", and a long chord which bears N54°-17'-00"E a chord distance of 75.90 feet to a found steel pin,
 Thence N9°-06'-00"E a distance of 382.84 feet to a found steel pin,
 Thence N34°-52'-00"E a distance of 61.33 feet to a found steel pin,
 Thence northerly a distance of 103.48 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 105.00 feet, a central angle of 56°-28'-00", and a long chord which bears N6°-38'-00"E a chord distance of 99.34 feet to a set steel pin,
 Thence northwesterly a distance of 77.05 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 66.79 feet, a central angle of 66°-06'-00", and a long chord which bears N11°-27'-00"E a chord distance of 72.85 feet to a found steel pin,
 Thence N44°-30'-00"E a distance of 96.07 feet to a found steel pin,
 Thence N68°-41'-00"E a distance of 74.81 feet to a found steel pin,
 Thence S85°-05'-00"E a distance of 112.82 feet to a found steel pin,
 Thence northeasterly a distance of 136.47 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 60.00 feet, a central angle of 130°-19'-00", and a long chord which bears N29°-45'-30"E a chord distance of 108.90 feet to a found steel pin,
 Thence N35°-24'-00"W a distance of 109.20 feet to a found steel pin,
 Thence northwesterly a distance of 46.82 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 25.00 feet, a central angle of 107°-18'-00", and a long chord which bears N18°-15'-00"E a chord distance of 40.27 feet to a found steel pin,
 Thence N71°-54'-00"E a distance of 168.03 feet to a found steel pin,
 Thence northerly a distance of 150.50 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 60.00 feet, a central angle of 143°-43'-00", and a long chord which bears N0°-02'-30"E a chord distance of 114.04 feet to a found steel pin,
 Thence N71°-49'-00"W a distance of 83.09 feet to a found steel pin,
 Thence N64°-17'-00"W a distance of 82.63 feet to a found steel pin,
 Thence N44°-15'-00"W a distance of 105.07 feet to a found steel pin,
 Thence N55°-13'-00"W a distance of 57.14 feet to a found steel pin,
 Thence northerly a distance of 19.87 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 10.00 feet, a central angle of 113°-51'-00", and a long chord which bears N1°-42'-30"E a chord distance of 16.76 feet to a found steel pin,
 Thence N58°-38'-00"E a distance of 99.49 feet to a found steel pin,
 Thence N18°-26'-00"E a distance of 96.48 feet to a found steel pin,
 Thence northeasterly a distance of 52.90 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 70.00 feet, a central angle of 43°-18'-00", and a long chord which bears N40°-05'-00"E a chord distance of 51.65 feet to a found steel pin,
 Thence N61°-44'-00"E a distance of 68.27 feet to a found steel pin,
 Thence S79°-10'-59"E a distance of 253.68 feet to a found steel pin,
 Thence N60°-11'-00"E a distance of 142.25 feet to a found steel pin,
 Thence northeasterly a distance of 63.88 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 70.00 feet, a central angle of 52°-17'-00", and a long chord which bears N34°-02'-30"E a chord distance of 61.68 feet to a found steel pin,

Thence northerly a distance of 123.00 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 167.53 feet, a central angle of 42°-04'-00", and a long chord which bears N28°-56'-00"E a chord distance of 120.26 feet to a found steel pin,
 Thence northerly a distance of 69.23 feet along the arc of a circular curve concave to the southwest, said curve having a radius of 32.87 feet, a central angle of 120°-40'-00", and a long chord which bears N10°-22'-00"W a chord distance of 57.13 feet to a found steel pin,
 Thence northwesterly a distance of 78.49 feet along the arc of a circular curve concave to the northeast, said curve having a radius of 246.20 feet, a central angle of 18°-16'-00", and a long chord which bears N61°-34'-00"W a chord distance of 78.16 feet to a found steel pin,
 Thence N52°-26'-00"W a distance of 99.26 feet to a found steel pin,
 Thence northerly a distance of 94.23 feet along the arc of a circular curve concave to the northeast, said curve having a radius of 60.00 feet, a central angle of 89°-59'-00", and a long chord which bears N7°-26'-30"W a chord distance of 84.84 feet to a found steel pin,
 Thence N37°-33'-00"E a distance of 86.40 feet to a found steel pin,
 Thence northeasterly a distance of 147.21 feet along the arc of a circular curve concave to the southeast, said curve having a radius of 90.00 feet, a central angle of 93°-43'-00", and a long chord which bears N84°-24'-30"E a chord distance of 131.34 feet to a found steel pin,
 Thence easterly a distance of 56.66 feet along the arc of a circular curve concave to the northwest, said curve having a radius of 35.92 feet, a central angle of 90°-23'-00", and a long chord which bears N86°-04'-30"E a chord distance of 50.97 feet to a found steel pin,
 Thence N40°-53'-00"E a distance of 195.85 feet to a found steel pin,
 Thence northerly a distance of 120.38 feet along the arc of a circular curve concave to the southwest, said curve having a radius of 80.00 feet, a central angle of 86°-13'-00", and a long chord which bears N2°-13'-30"W a chord distance of 109.34 feet to a found steel pin,
 Thence N45°-20'-00"W a distance of 128.03 feet to a found steel pin,
 Thence S62°-35'-00"W a distance of 100.00 feet to a found steel pin,
 Thence N16°-06'-00"W a distance of 190.67 feet to a found steel pin on the northerly line of said Section 1,
 Thence leaving the line of said "HIGH CORRAL SUBDIVISION" along the northerly line of said Section 1 N89°-51'-51"E a distance of 820.44 feet to the REAL POINT OF BEGINNING.

The above described tract of land contains 108.51 acres, more or less, subject to all existing easements and rights-of-way. Public utility easements are not dedicated to the public, however, the right of access to and use of public utility easements required to service all lots within this platting is perpetually reserved. This plat is subject to a Boise County Ordinance dated November 27, 1978.

Earl Chapman
 EARL CHAPMAN

Horace Chapman
 HORACE CHAPMAN

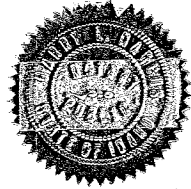
ACKNOWLEDGEMENT

STATE OF IDAHO)
 COUNTY OF BOISE)ss

On this 28th day of May, A.D. 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared the abovesigned, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Barry Marcus
 Notary Public for Idaho

Residing at Boise, Idaho
 My Commission expires 6/2/81



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Boise, State of Idaho, per the requirements of I.C. 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Robert R. Ruel
 County Treasurer



Date June 29, 1980

HIGH CORRAL SUBDIVISION NO. 2

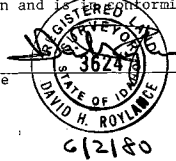
Sub # 95943



CERTIFICATE OF SURVEYOR

I, DAVID H. ROYLANCE, do hereby certify that I am a Registered Land Surveyor, licensed by the State of Idaho, and that this plat of "HIGH CORRAL SUBDIVISION NO. 2" as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my supervision, and that this plat accurately represents the points platted thereon and is in conformity with the State of Idaho Code relating to Plats and Surveys.

David H. Roylance

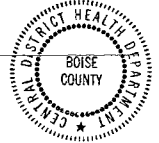


L.S. 3624

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval.

by Martin D. Jones EHS
5/27/80



CERTIFICATE OF COUNTY ENGINEER

I, the undersigned, Acting County Engineer for Boise County, Idaho, do hereby certify that I have checked this plat of "HIGH CORRAL SUBDIVISION NO. 2" and that it complies with the State of Idaho Code relating to Plats and Surveys.

[Signature] Registration No. 2811
Boise County Engineer

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NUMBER 95943

STATE OF IDAHO) ss.
COUNTY OF BOISE)

I hereby certify that this plat of "HIGH CORRAL SUBDIVISION NO. 2" was filed at the request of Earl Chapman at 35 minutes past 10 o'clock A. M., this 27th day of May, A.D. 1980, in my office and was duly recorded in Book of Plats at pages 105-106.

[Signature]
Deputy
Fee 10.00

[Signature]
Ex-officio Recorder

APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS

Accepted and approved this 28th day of May, A.D. 1980 by the Board of County Commissioners of Boise County, Idaho.

[Signature]
Chairman

Inst. # 95944

Boise County Idaho ss

Request of

Earl Chapman

Time 10:30 a. M.

Date 6/29/80

Book 20-Misc.

Page 167

Ruth M. Shanahan

By Duane Daugherty
Deputy

Fee 20.00

RESTRICTIVE AND PROTECTIVE COVENANTS

HIGH CORRAL SUBDIVISION NO. 2

WHEREAS, HORACE CHAPMAN and EARL CHAPMAN, each a single man, are the owners of all the lots, parcels and property embraced in the HIGH CORRAL SUBDIVISION NO. 2, according to the official plat thereof filed in Book of Plats at page —, records of Boise County, Idaho, under Recorder's Instrument No. 95943 (hereinafter called the "Premises"); and

WHEREAS, said owners desire to and do hereby place certain restrictions, limitations and regulations as to the use of said Premises on all future purchasers or assigns of an interest in any lot or parcel located within the Premises;

NOW, THEREFORE, said owners do hereby establish, dedicate, declare, publish and impose upon the Premises the following protective covenants which shall run with the land and be binding upon and be for the benefit and value of all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the Premises, and have perpetual existence unless terminated or amended as herein provided.

I. ACCEPTANCE:

By acceptance of the conveyance of any interest in any lot or parcel of the Premises, the grantees thereof and each of their heirs, executors, administrators, successors, assigns and transferees, covenant with the undersigned and their transferees that they will be bound by the restrictions, covenants and conditions contained herein.

II. STRUCTURES:

- A. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
- (1) One (1) detached, single-family dwelling;
 - (2) One (1) private garage for not more than three vehicles;
 - (3) One (1) shed to house not more than three horses; and
 - (4) One (1) tool shed and/or woodshed.
- B. Each single-family dwelling shall contain a minimum of 1000 square feet exclusive of second floors, open decks, garage, covered carport, sheds or outbuildings. Once construction has begun, a period of one year shall be allowed for completion of all of the exterior work of any building. This means that the building shall present a completed appearance when viewed from any angle.
- C. No structure of a temporary character, mobile home, basement, tent, shack, garage, shed or other outbuilding shall be used on any lot at any time as a residence, either temporary or

permanent, except that an owner may occupy temporary living facilities during construction of the dwelling.

- D. No dwelling or other building shall be located on any lot nearer than thirty (30) feet from the lot line adjoining that portion of the High Corral Road which is adjacent to and adjoins Corral Creek, nor shall any building be located on any lot nearer than ten (10) feet from any other lot line.
- E. The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. No structure shall be built with rolled tarpaper exteriors or roofing.

III. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on any lot or parcel for any commercial purpose. Dogs, cats or other household pets, including up to three (3) horses, may be kept provided they are not kept, bred or maintained for any commercial purpose. The keeping of pigs and/or goats is prohibited on any lot or parcel. If any animal is kept or maintained on a lot or parcel, the owner of said lot or parcel must construct and maintain at all times wooden or

woven wire fencing which is adequate to keep said animal or animals on said lot. No pets, animals or poultry can be kept on any lot if they become a nuisance to other residents within the subdivision.

IV. DRIVEWAYS:

Any driveway constructed on any lot shall have a pipe thereunder at least 12 inches in diameter of a permanent nature near the street line of said lot and at any point where said driveway crosses any ditch or pipe used for the conveyance of water. The owner or other person in control or possession of the driveway shall keep said pipe unobstructed and in good operating condition. All pipe installations made within a dedicated right-of-way shall be made only after plans therefor shall have been submitted to, and approval thereof granted, by the Boise County Road Supervisor with respect to adequacy of such installation for drainage purposes.

V. NUISANCES:

- A. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot, whether vacant or otherwise. The owner of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, solid waste, garbage, ashes, refuse, ruins and

other remains. Household trash, garbage or other waste shall only be kept, pending its prompt removal, in sanitary containers, properly screened to shield same from public view or view by any other residents in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a safe, clean and sanitary condition.

- B. No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accumulate on any lots whether above or below the surface thereof.
- C. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said lot any trade or business of any description, either commercial or religious, nor shall such lot be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

VI. EASEMENTS:

Easements for drainage and utilities shall be within the roadways or other areas as shown on the face of the subdivision plat.

VII. WATER:

The Grantors are under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic water to any lot at building sites in this subdivision. It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the owner of each lot and originated from a well to be drilled and excavated by the Grantee at his expense. Such wells shall be located at a minimum distance of 100 feet from the individual sewage disposal facilities and a minimum of 10 feet from any lot line and shall comply in all respects with regulations and health standards of Boise County and the State Department of Health, State of Idaho.

VIII. SEWAGE DISPOSAL:

No sewage disposal system of any kind shall be permitted on any lot, unless it is designed, located and constructed in accordance with the requirements and standards of the Idaho State Health Department. The use of privies or other pit toilets is prohibited. All bathroom sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe with a private septic tank or other approved disposal unit. Drainage from said septic tank or disposal unit shall be kept within the building limits of said lot and at least 10 feet from any lot line.

The Grantors shall have no obligation to construct any sewer system or provide connection thereto.

IX. ENVIRONMENT:

- A. Every attempt shall be made to preserve and protect the environment indigenous to the premises.
- B. No live trees whose diameter exceeds 8 inches in diameter shall be cut or destroyed on any lot or parcel in this subdivision unless necessary to construct Buyer's improvements.

X. FIREARMS:

The discharge of any firearms within the subdivision is prohibited.

XI. RE-SUBDIVISION:

Resubdivision of any of the lots located within the subdivision shall be prohibited.

XII. ENFORCEMENT:

If the parties hereto, or any of them, or their heirs or assigns, or persons claiming under or through them, or any other person, whether such person be the owner of any property in said tract or not, shall violate or shall attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating any, or

attempting to violate, any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Any person bringing such an action shall be entitled upon judgment in his favor to recover from the violator reasonable attorney's fees and allowable costs.

XIII. DURATION:

These Protective and Restrictive Covenants shall run with the land and shall be binding upon all persons owning land in High Corral Subdivision No. 2 for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

XIV. SEVERABILITY:

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these Covenants shall not in any way affect or invalidate any other sentence or paragraph of these Covenants and the remaining portion shall continue in full force and effect.

XV. HEALTH DEPARTMENT REQUIREMENTS:

Each lot owner shall comply with the requirements set forth in the letter dated May 27, 1980 from Idaho Central District Health Department to Boise County Recorder, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 11th day of June, 1980.

Horace Chapman
HORACE CHAPMAN

Earl Chapman
EARL CHAPMAN

STATE OF IDAHO)
) ss
County of Ada)

On this 11th day of June, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared HORACE CHAPMAN and EARL CHAPMAN, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

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



Alice P. Hoover
Notary Public for Idaho
Residing at Boise, Idaho

CENTRAL DISTRICT HEALTH DEPARTMENT

MAIN OFFICE
1455 NO. ORCHARD
BOISE, IDAHO 83706
TELEPHONE
376-5211

May 27, 1980

Serving the
counties of....



Boise County Recorder
Boise County Courthouse
Idaho City, Idaho 83631

Re: High Corral Subdivision #2 - Boise County

Dear Ruth:

We have reviewed and approved the abovementioned development to be served by individual water and sewage systems with the following comments:

- (1) Septic tank drainfield installations shall be designed at the rate of 190 square feet per bedroom. The minimum drainfield for any septic system within the development shall be 380 square feet.
- (2) Lot by lot drainfield locations are specified on the topographic map on file in our office and must be adhered to by future property owners.
- (3) All sewage systems drainfields shall be located 300 feet from any live watercourse.
- (4) No septic tank drainfields shall be located within 100 feet of any individual well or water source.
- (5) Solid waste will be disposed of at an acceptable county landfill.
- (6) Lots shall not be reduced in size without prior approval from the Health Authority.

Respectfully,

Martin O. Jones E.H.S.

Martin O. Jones, E.H.S.
Boise County Environmentalist

EXHIBIT "A" to
HIGH CORRAL SUB. #2
RESTRICTIVE COVENANTS

cc: James Jenkins, Director of Environmental Health
Bruce Beck, Chairman, Boise County Commissioners
Tom Cushman, Boise County Prosecuting Attorney
Jack Craig, Boise County Assessor
Horace & Earl Chapman
Safeco Title & Trust
Roylance Engineering

**FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

HIGH CORRAL SUBDIVISION NO. 2

RECITALS

Instrument # 198828

IDAHO CITY, BOISE COUNTY, IDAHO

2004-10-12

04:48:35 No. of Pages: 27

Recorded for : MARCUS, MERRICK, CHRISTIAN

RORA A. CANODY

Fee: 81.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

THIS FIRST AMENDED DECLARATION ("Declaration") is made on September 27, 2004, by Osprey Land Company, an Idaho corporation ("Declarant"). This Declaration amends and restates, in its entirety, the Restrictive and Protective Covenants – High Corral Subdivision No. 2 recorded in Boise County, Idaho as Instrument No. 95944.

WHEREAS, Declarant is the owner of more than 2/3 of the lots located in High Corral Subdivision No. 2; and

WHEREAS, Declarant desires to amend the Restrictive and Protective Covenants – High Corral Subdivision No. 2 dated June 11, 1980, and recorded in Boise County as Instrument No. 95944; and

WHEREAS, Declarant desires to place covenants, conditions and restrictions on the Development, including any Annexed Property, to protect the value, attractiveness, compatibility and conformity of use for the various lots and common areas located therein; and

WHEREAS, this First Amended Declaration completely restates the covenants, conditions and restrictions on the Development, including any Annexed Property, to protect the value, attractiveness, compatibility and conformity of use for the various lots and common areas located therein, and all prior recorded covenants, conditions and restrictions are replaced by this First Amended Declaration;

NOW, THEREFORE, Declarant hereby declares that all of the occupation, use, improvement and conveyances of the Development and the lots located therein is and shall be subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the Development and shall be binding upon and shall inure to the benefit of and be limitations upon Declarant, the Association and all Owners of lots located in the Development or any interest therein.

ARTICLE I. Definitions

1.1 "Annexed Property" shall mean any real property subjected to this Declaration pursuant to Article VI.

1.2 "Association" shall mean and refer to High Corral No. 2 Property Owners Association, Inc., an Idaho non-profit corporation, its successors and assigns. "The Board" or the "Board of Directors" shall mean The Board of Directors of the Association. The "Articles" shall mean the Articles of Incorporation of the Association. The "Rules" shall mean the rules and regulations adopted by the Association.

1.3 "Architectural Control Committee" or "ACC" shall mean and refer to three individuals appointed by Declarant or appointed pursuant to Article VII, whose function shall be to review and approve or disapprove each application for the construction of a Residence and outbuildings on a Lot and to take those other actions authorized by this Declaration.

1.4 "Buyer" shall mean the person or persons who purchase a Lot or Lots from Declarant.

1.5 "Code" shall mean and refer to the County Code of Boise County as the same may be amended from time to time.

1.6 "Complete Plans and Specifications" shall mean and refer to the following plans and specification for any single family dwelling and outbuildings built on any Lot, which must be approved by the ACC prior to construction:

- (a) Plot plan showing location of all buildings and utilities;
- (b) Floor plans showing all rooms;
- (c) Elevations showing exterior materials and color schemes for all sides;
- (d) Grading plans showing all excavations and fills;
- (e) Landscape plans showing all landscaping;
- (f) Specifications of principle exterior materials and color schemes;
- (g) Utilities plans showing materials used for and configuration of the water and sewage systems;
- (h) Fencing plan showing location and materials;
- (i) Any other building plans required by the Uniform Building Code.

The plans and specifications shall be submitted in such detail as the ACC requests.

1.7 "Common Area" shall mean all property, including improvements thereon owned by the Association or over which the Association holds an easement for the common use,

enjoyment or benefit of all Owners. The Common Areas are designated on the Plat and include the roadways.

1.8 "Declarant" shall mean and refer to Osprey Land Company, an Idaho corporation and its successors and assigns, if such successors or assigns are expressly assigned by written agreement all rights of Declarant under the Articles and Bylaws of the Association and this Declaration.

1.9 "Denude" shall mean removing grass and vegetation below two inches above the surface of the ground.

1.10 "Development" shall mean and refer to High Corral Subdivision No. 2, the official plat of which is recorded in Boise County as Instrument No. 95943, and any Annexed Property.

1.11 "Domestic Usage" shall mean the use of water inside the house.

1.12 "Equine Animal" shall mean a horse, mule, burro or llama.

1.13 "Easement Owners" shall mean and refer to any person or entity who owns the right to use the roadways within the Development for access to and from property adjacent to or in the vicinity of the Development.

1.14 "Irrigation Usage" shall mean the use of water outside the house on any Lot. This usage shall include stock watering, lawn sprinkling and the irrigation of gardens and pastures.

1.15 "Lot" shall mean and refer to any plot of land designated as a lot on any recorded subdivision map of the Development.

1.16 "Member" shall mean and refer to every person or entity who holds a membership in the Association as set forth in Section 4.2.

1.17 "Mortgage" shall mean and refer to any mortgage or deed of trust which encumbers land within the Development; "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.

1.18 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding Mortgagees or those persons otherwise claiming an interest in a Lot as security for the performance of an obligation.

1.19 "Owner's Control" shall mean that the animal is secured by a rope, reins or leash held by the Owner or adult agent of the Owner or is secure within a vehicle or trailer.

1.20 "Permitted Animal" means: (a) a dog which is not known for its aggressive or vicious behavior and is not a member of a breed of dogs known for their aggressive or vicious behavior; (b) a domestic cat; (c) a song bird; or (d) an equine animal. All other animals, including but not limited to cattle, swine, poultry, sheep, goats and pigeons, are not permitted.

1.21 "Permitted Outbuildings" shall mean and refer to those outbuildings that are permitted pursuant to Section 2.2 below.

1.22 "Plat" shall mean the plat or map of High Corral Subdivision No. 2 and Annexed Property, which is duly recorded in Boise County, Idaho.

1.23 "Residence" shall mean and refer to a single-family dwelling. "Outbuildings" shall mean and refer to any private garage, barn or other buildings incidental to the residential use of the lot. "Residential Purposes" shall mean the use of a lot for the purpose of residing on the lot.

1.24 "Refuse" shall mean and refer to equipment, vehicles, appliances, machinery, structures, parts, tools and other similar items which are not capable of currently productive use for the purpose they were intended, without repair or restoration. Refuse shall also mean garbage, waste, debris, ashes, trash and rubbish.

1.25 "Setback" shall mean and refer to the minimum distance between the lawful location of a Residence on a Lot from a given street or road, from a lot line, or easement as provided by the Plat or as otherwise required by applicable Code.

1.26 "Subdivision" shall mean the Development and Annexed Property as shown on the official subdivision map thereof duly recorded in Boise County.

ARTICLE II.

General Restrictions

2.1 **Land Use.** Each Lot, except those lots designated for common areas by Declarant, shall be used solely for residential purposes and shall not be used for the conduct of trade, business or professional activities, except as may be permitted as follows:

- (a) Declarant is authorized to construct a building or park a trailer or mobile office for use as a subdivision sales office or temporary office quarters for business activities pertaining to the Development and/or sales of Lots;
- (b) The construction trades shall be permitted to construct or use temporary facilities used solely for the purpose of aiding in the construction of a Residence on a Lot which use will be eliminated after the construction is

complete or the permitted construction period expires, whichever come first.

- (c) A Lot or portions thereof may be used for Common Areas pursuant to Article VIII.
- (d) Declarant may designate any Lot or Lots or portion thereof as additional Common Area to be utilized in any manner designated by Declarant so long as such area and the facilities located thereon area available for use by all Owners.
- (e) The Lot Owner may carry on legal business activity within his or her residence so long as such business activity does not involve the routine sales or delivery of merchandise or services on the Lot.

2.2 ***Residence Construction.*** Except as otherwise permitted in paragraph 2.1 above, platted Lots shall be restricted to one single family dwelling and Permitted Outbuildings. Each Owner, including any contractor, builder, or agent for an Owner, intending to construct a Residence or improve an existing Residence on any Lot shall do so only if all of the following conditions have been met:

- (a) Prior to commencing any construction on the Lot the Owner shall first submit an application for construction authority to the Architectural Control Committee ("ACC") and receive from the ACC its written approval, according to the provisions of Article VII. It is the intent of the Declarant that architectural designs similar to that of other upscale communities in the Boise area are desired and will be utilized for construction of Residences within the Development. The application must be accompanied by a landscape plan and complete plans and specifications.
- (b) Each Residence constructed on a Lot shall be a "single-family" dwelling as defined by building codes applicable to Boise County. Every Residence on any Lot shall comply with the applicable setback requirements and the Uniform Building Code as adopted by Boise County. If Boise County has not adopted a building code, the residence must be constructed according to the Uniform Building Code designated by the ACC. Each residence must contain at least 1300 square feet of livable floor area on the main or ground level or floor and must have an appraised value, when completed, of at least \$130,000 excluding the Lot value. No more than one (1) garage and two (2) outbuildings shall be allowed on a Lot. Each outbuilding shall contain not less than 200 square feet nor more than 1000 square feet of floor area measured from the outside walls.

- (c) A Residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owners, has obtained a building permit from all governmental agencies with jurisdiction over residential construction on a Lot, and has obtained written approval from the ACC. Once construction or reconstruction of any Residence has begun, the same shall be completed in accordance with the approved plans and specifications to an enclosed state giving a finished appearance to the exterior of the Residence within one (1) year from the start of construction ("Permitted Construction Period").
- (d) Each Residence and each outbuilding and garage on a Lot shall be constructed of the same materials in order to have the same exterior appearance. All exterior materials must have the prior written approval of the ACC. No buildings shall be constructed with metal or vinyl siding. If the primary Residence is of log construction, the outbuildings may have a different exterior appearance if approved by the ACC. All Residences shall have solid colored metal or tile roofs unless a different roofing material is approved by the ACC. Every roof on a Lot shall be of the same color.
- (e) All construction on any Lot shall strictly follow all of the covenants, condition and restrictions in this Declaration, and shall strictly conform to the plans and specifications approved by the ACC.
- (f) The ACC may have a Residence inspected in order to insure compliance with the Uniform Building Code, the plans and specifications approved by the ACC and any other applicable building regulations. The cost of such inspection shall be paid by the Lot Owner within ten (10) days after building by the ACC.
- (g) The ACC may, in its sole discretion, grant a variance with respect to any requirement contained in this First Amended Declaration regarding residence construction, reconstruction or landscaping.

2.3 **Reconstruction.** In any case where it is necessary to reconstruct a Residence or make any improvement to a Residence, that reconstruction or improvement shall be prosecuted diligently, continuously and without delay from time of commencement thereof until such structure is fully completed, unless prevented by cause beyond the control of the Owner (other than financial causes) and only for such time as such cause continues. In any event, reconstruction must be completed within the Permitted Construction Period.

2.4 **Landscaping.** The following provisions shall govern the landscaping of all Lots except Common Areas:

- (a) At the time of construction of the residence, the Owner, at the Owner's sole cost, shall cause the Lot to be landscaped with native grasses, plants and trees, according to a landscape plan which is approved by the ACC.
- (b) All landscaping which is disturbed by construction of any Residence shall be fully repaired and completed within the permitted construction period. All landscaping shall be maintained in good condition by the Lot Owner, so as to maximize the visual appearance of the Lot.
- (c) The Development is a winter range area for deer and elk and the deer and elk may eat or otherwise damage the landscaping on any Lot. Neither the Declarant, the Association, the State of Idaho Department of Fish and Game or Boise County shall be liable or responsible for any damage to the landscaping or building improvements from any animals or by fire or other cause. Each Owner shall enter into any agreement necessary to give further effect to this Section.
- (d) All stumps, slash, and building debris shall be removed from any Lot once a Residence is constructed thereon.

In the event an Owner shall fail to comply with these landscaping requirements, the Declarant and/or the Association may cause the landscaping to be completed or maintained at the Owner's cost and may file a lien for that cost and recover any cost advanced in the same fashion as is provided for non payment of assessments as set out in Article V.

2.5 **Fences.** No barbed wire fences shall be allowed in any Lot. Fences shall be constructed of natural color wood or white vinyl or shall be of other materials approved by the ACC. The ACC may impose height or other restrictions on the construction of fences within the development to minimize interference with deer and elk crossings.

2.6 **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lot Owners. Each of the following activities and conditions shall constitute a nuisance:

- (a) Depositing or storing toxic or hazardous materials, as defined by applicable State or Federal law, within the Development.
- (b) Permitting a dog or other animal to bark, or otherwise causing or permitting a noise or permitting the emission of a noxious or offensive odor, which is: (a) disturbing to another Lot Owner; and (b) not abated 2 hours after delivery of a written request for abatement to the Lot from which the noise or odor emanates.

- (c) Conducting an illegal activity within the Development or permitting an illegal activity to be conducted on any Lot or Common Area.
- (d) Causing or permitting foul or obscene language or behavior to be used on any Lot or Common Area if such language or behavior is heard or witnessed by two or more persons who determine that such language is obnoxious.
- (e) Physically assaulting or attempting to assault another person on any Lot or Common Area.
- (f) Causing, permitting or maintaining any activity or condition which is otherwise prohibited by the covenants, restrictions and conditions set forth in this Declaration after written notification from the Association that such activity or condition is prohibited.

2.7 **Signs.** Unless otherwise permitted by the ACC, No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except that signs may be used or placed by a builder or the Declarant to advertise the Development during a construction and sales period. Notwithstanding the foregoing, the name of the Owners or the name of the Residence may be displayed and illuminated by exterior lighting.

2.8 **Refuse Disposal and Storage of Materials.** No unused machinery, vehicles, appliances or debris or other items of refuse shall be thrown, dumped or stored on any Lot, whether above or below the surface, except as such items are temporarily stored for collection in approved garbage collection receptacles. Each Owner shall provide suitable receptacles for the temporary storage for collection of refuse from their Lot. All such receptacles shall be approved by the ACC and be screened from public view and protected from disturbance. Each Owner shall be responsible for the prompt removal and disposal of such refuse from the Lot. No building material of any kind shall be placed or stored upon a Lot until the Owner is ready to and able to commence construction, and then such materials shall be placed within the property line of the Lot upon which the structure is to be erected. The Owners of any Lot shall, irrespective of fault, be responsible for the prompt removal of all trash, waste, garbage and refuse from the Lot. The Owner shall cut and remove weeds and brush so that the risk of fire is minimized. The Declarant or the Association shall have the right to enter upon any Lot for the purpose of removing and disposing of any weeds, brush, growth, debris, garbage or refuse after 5 days prior written demand mailed to the Owner. An amount equal to twice the cost of such removal and disposal shall be collected as a delinquent assessment as provided in Article V hereof. Builders shall keep each job site clean of excess debris and refuse at all times.

2.9 **Parking.** Except in the event of any emergency, there shall be no parking on the streets within the Development. Owner shall not park or permit to be parked any vehicle or

piece of operable equipment on any Lot unless the same is fully garaged, except that the following vehicles may be parked on a Lot outside of a garage:

- (a) Vehicles driven by the Owners guests and invitees;
- (b) Emergency vehicles;
- (c) One passenger vehicle.

Parking turnouts shall be provided by the Owner in accordance with the Boise County Road Standards Ordinance, at the time of construction of the residence.

2.10 *Permitted Use of Recreational Equipment.* Snowmobiles, ATVs, motorcycles and other recreational vehicles and equipment shall not exceed 20 miles per hour while operating in the Development. No snowmobiles, ATVs, motorcycles or other recreational vehicles shall be operated before 8:00 a.m. or after 10:00 p.m. All vehicles shall be operated so as to maintain the peace and quiet of the Development and the safety of all persons within the Development.

2.11 *Motor Homes and Recreational Vehicles.* Except for the purpose of loading or unloading, an Owner shall not park or store motor homes, RV's, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles on a Lot unless the same is fully garaged. Notwithstanding the foregoing, a guest or invitee of an Owner shall be permitted to park motor homes, RV's, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles on the Owner's Lot for the duration of their visit or fourteen (14) days, whichever is less, without being fully garaged and an Owner may park his or her motor home on a concrete slab attached to the residence or garage.

2.12 *Hazardous Activities.* No activity shall be conducted on any Lot or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged within or from said Development. No hunting or killing of game shall be allowed within or from the Development. No open fire shall be lighted or permitted on any Lot except in a self-contained barbecue 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.

2.13 *Lights, Sound and Odor.* Generally No Owner shall install lights which emit an offensive glare. However, an Owner may install a motion sensor activated security light attached to the structure which can be operated from one hour after dusk to one hour before dawn. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odors shall be emitted on any Lot which are noxious or offensive to others.

2.14 *Animals.* No animal shall be kept, bred or maintained on a Lot for any commercial purpose. No animals of any species shall be kept or maintained on any Lot except for

Permitted Animals. All Permitted Animals shall be kept on the Lot and shall not be permitted to go outside the Lot unless within the Owner's Control. The maximum number of equine animals permitted on any Lot is:

- (a) Three equine animals if the Lot is less than four acres in size; and
- (b) Four equine animals if the Lot is four acres or larger in size.

Animals maintained on a Lot shall not be allowed to graze in a manner that denudes the Lot of vegetation. The owner shall maintain the animal or animals in stalls and shall provide feed for such stalled animals, as may be necessary in order to prevent overgrazing of the Lot. Overgrazing occurs if grass and other vegetation is less than two inches tall.

2.15 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 Declarant and Chapman Ranch, LLC and their successors and assigns. The right to use such roads shall be appurtenant to the Lots and shall run with the land. The Association may prohibit use of the roads or portions thereof by unauthorized persons. The Association retains the right to transfer title to the road improvements to Boise County or other public entity, subject to the rights of ingress and egress of all Owners and Easement Owners. Declarant and the Association shall have the right to grant non-exclusive easements or licenses for use of the roads or portion thereof to the Owners of the Annexed Property or to other persons owning property adjacent to or in the vicinity of the Development ("Permitted Users") under such cost sharing and use agreements as the Association determines appropriate, which easements may be appurtenant to the Annexed Property or such other property as may be designated. If so granted, such easement shall be permanent and shall run with the land unless otherwise provided in the granting instrument. No Lot shall be used for access to adjoining property, unless such access is expressly granted by Declarant. If an access easement is provided across a Lot in the recorded plat, the right to use such easement shall be determined solely by Declarant. No Lot Owner, other than Declarant, shall grant to any other person an easement or right-of-way across any Lot for access to adjoining property. It will be the responsibility of the Association to maintain, plow, repair and resurface, when necessary, the private roadways in the Development for so long as the Association is the owner of the road improvements. The Association is not responsible for any roads located within the boundaries of any Lot. 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 transferring the roadway improvements to a public entity, shall be paid by the Association and assessed to each Owner of the Development or otherwise recovered from other Permitted Users. The Boise County Highway District and/or the Association will have no responsibility to maintain, repair, replace, install or plow any portion of an Owner's driveway. Any repair, installation, maintenance and upkeep of a driveway shall be the responsibility of the Lot Owner.

2.16 Television Antennas. No radio or television antennas, satellite dishes or other similar reception devices shall be allowed within the Development, except that: (a) a satellite dish

not exceeding 18" in diameter may be attached to a Residence; (b) a local television antenna may be installed if fully enclosed within the roof structure; and (c) a probe not to exceed twenty (20) inches in length may be attached to a Residence other than on the front elevation facing the road.

2.17 ***Storage Tanks.*** Any storage tank, including propane tanks, installed on a Lot and any type of air conditioning or heating unit must be located above ground and concealed from view from neighboring Owners or otherwise attractively screened from view; except that an underground propane tank may be installed if approved by the State. The type, location and screening of any storage tank must be approved by the ACC.

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

2.19 ***Drainage.*** Natural drainage patterns shall not be altered in a manner which will result on the diversion of additional water onto other Lots.

2.20 ***Trees.*** No live trees whose diameter exceeds 6 inches shall be cut or destroyed without prior written approval by the ACC.

2.21 ***Resubdivision.*** Resubdivision of any Lot is prohibited if such resubdivision results in a decrease in the size of any Lot. Resubdivision is not prohibited if it results in an increase in the size of the resubdivided lot or lots.

ARTICLE III. Utilities and Utility Easements

3.1 ***Utility Services.*** All Lots shall be served with underground utility lines for power and telephone services. Except as provided in Sections 3.7 and 3.8, all other utilities, including water, shall be provided by the Lot Owner at his or her expense. The costs of bringing electricity and telephone to the Owner's Lot will be paid by Declarant and Declarant is entitled to recover any and all connection fees or escrowed funds advanced by Declarant, if any, to bring these services to the Lots. Each Lot Owner shall pay for any additional costs for final hookups charged as a condition precedent to final connection as well as any other utility service not supplied by Declarant. Each dwelling must use a sanitary disposal system of a design and installation approved by any regulatory agency having jurisdiction for approval of a sanitary disposal system.

3.2 ***Platted Easements.*** Declarant declares, grants and establishes a right-of-way or easement as shown and noted on the Plat of the Subdivision for the purpose of constructing water mains, electric distribution lines, gas pipelines and such other public or private utilities as may from time to time be constructed. Nothing herein shall create an obligation on Declarant to install any

utility to any Lot other than electricity and telephone. Transmission main and distribution piping may be located or placed in the same trench.

3.3 *Spring Water and Corral Creek.* Declarant reserves the exclusive ownership, control and use of the water flowing in Corral Creek.

3.4 *Sewage Disposal.* All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage treatment facility if one is constructed. Drainage from any septic tank shall be kept within the building limits of each Lot. The sewage disposal system must be designed, constructed and located as approved by the Idaho State Health and Welfare Department.

3.5 *Water.* Declarant is under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic or irrigation water to any Lot. Wells shall be located a minimum distance of 100 feet from any sewage disposal facility and any Lot line. There shall be adequate separation between a potable water supply well and septic system installations in accordance with applicable Idaho State Department of Health and Welfare regulations. Each potable water well shall be sealed as follows:

The annular seal (composed of neat cement grout with 5% bentonite) shall be pumped, using a tremie pipe, from the bottom of the surface casing (at least 40 feet below ground surface) to ground surface to assure a positive seal.

In the event that two or more Lots share a common well or wells, Declarant may record a well sharing agreement or other document which identifies the lots and defines the ownership of the well and related facilities and specifies the rights and responsibilities of each Lot served by the well, including the Lot Owner's responsibility for his proportionate share of all costs incurred to construct, maintain, repair, improve and operate the well or wells.

3.6 *Community Water System.* Declarant or the Association may install a water system for the purpose of providing water service to a part or all of the Development. If Declarant or the Association elects to provide water service to a Lot, such service shall be the exclusive source of water for that Lot. Such election shall designate the Lots and Annexed Property for which water service from the system is required. From and after the time of such election, said Lots shall be served exclusively from the community water system and the Owner shall be prohibited from drilling a well on the Lot or otherwise obtaining irrigation water service from any other source. The election made by Declarant or The Association election to provide water service shall be effective upon deposit of written notice in the United State Mail, as provided in Section 9.6. If Declarant installs such system ownership of the water system shall be transferred to the Association or a public utility or the Owners of the Lots served by the water system; and Declarant shall be reimbursed for its cost, including interest paid on money borrowed and used to pay for the system, as provided in Section 5.2.

3.7 ***Restriction on Well Use and Conservation Measures.*** In the event that an Owner drills a well on his Lot, Owner shall restrict his usage of the well as follows:

- (a) Production from the well shall be limited to 500 gallons per day for Domestic Use;
- (b) Production from the well for irrigation use shall be limited as provided by the State or 4,500 gallons per day if there is no State restriction.

Declarant or the Association may require the Owner to install such measuring and recording devices as it determines necessary in order to monitor the daily usage of water from any well in the Development. Either Declarant or the Association shall be entitled to enforce the provisions of this Paragraph by injunction, restraining order or any other remedy available and shall be entitled to recover their costs and attorneys fees incurred in the enforcement of these provisions.

The Association may require all owners to install individual water storage tanks on their Lots, limit irrigation and domestic water use or take any other conservation measures if the Association determines that such measures are reasonably necessary to conserve water, protect the water supply source for the Development, or avoid waste. All conservation measures shall be applied to all Lots equally.

ARTICLE IV. Property Owners Association

4.1 ***Organization of Association.*** The Association shall be organized by Declarant as an Idaho corporation under the provisions of Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. Declarant shall have exclusive authority to prepare and adopt the initial Articles of Incorporation and Bylaws for the Association. Said Articles of Incorporation shall be effective and binding on the Members upon execution by those incorporators designated by Declarant.

4.2 ***Membership.*** Each Owner (including Declarant), by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Membership in the Association shall not be assignable except to the successor in interest of an Owner as to the Lot owned, and each membership in the Association shall be appurtenant to ownership of the Lot. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of membership shall be void and will not be reflected on the records of the Association. Each member shall notify the Association of his or her current mailing address and each subsequent change of address.

4.3 ***Classes of Voting Members.*** The Association shall have two classes of voting membership. However, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Declaration.

- (a) Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). As to Class A Members, there shall be one vote for each Lot owned. When more than one person is an Owner, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event the Owners of any one Lot cannot agree as to how their vote should be cast, the Owners of that Lot shall not be entitled to vote and their Lot and vote shall not be included in the calculation to determine the necessary quorum or vote.
- (b) The sole Class B Member shall be the Declarant and Declarant shall be entitled to five votes for each Lot owned by Declarant. Class B membership shall cease and be converted automatically to Class A membership (one Class A membership for each Lot owned) upon the happening of the earlier of the following dates:
 - (i) The date after which seventy-five percent (75%) of the Lots have been conveyed by deed to Owners other than Declarant; or
 - (ii) December 31, 2015.

4.4 ***Board of Directors and Officers.*** The affairs of the Association shall be conducted by a Board of not less than three nor more than seven Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws. The initial Board of Directors of the Association shall be appointed by Declarant and shall hold office until a new Board of Directors shall be elected in accordance with the provisions set forth in the Articles and Bylaws of the Association.

4.5 ***Powers of the Association.*** The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation 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, the Bylaws 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 Bylaws, 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 on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration and the Articles and Bylaws of the Association.
- (b) **Right of Enforcement:** The power and authority, from time to time, in its own name, on its own behalf, or on 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 required herein, or exercises its right to enforce the removal of such building or structure, it shall be entitled to recover from the Owner of the Lot on which such building or structure is located:

- (i) The reasonable attorney fees and costs incurred by the Association in enforcing its right to restrain or remove such unapproved structure; and
- (ii) Liquidated damages in the amount of \$5000 if: (a) suit is brought to enforce the Association's right; and (b) the Board of Directors approves the recovery of liquidated damages by a 2/3 majority vote.

In the event that the Association exercises its right to enforce the provisions of Sections 2.6 (a) through (e) or 2.8 it shall be entitled to recover from the Owner who violates such provisions:

- (i) The reasonable attorney fees and costs incurred by the Association in enforcing the right to restrain or correct the prohibited conduct; and
- (ii) Liquidated damages in the amount of \$5000 if: (a) suit is brought to enforce the Association's right; and (b) the Board of Directors approves the recovery of liquidated damages by a 2/3 majority vote.

The amounts owed to the Association pursuant to this Subsection 4.5b shall be collected as a delinquent assessment as provided in Article V. Said liquidated damages represents compensation to the Association for its time and effort in insuring that only approved buildings are constructed and maintained within the Development and insuring that each Owner's right to

the quiet enjoyment of his or her Lot is protected and the value thereof preserved.

- c) ***Delegation of Powers:*** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager. Neither the Association nor the members of the Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- (d) ***Emergency Powers:*** The Association or any person authorized by it may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property without notice; or when necessary, in connection with any operation, maintenance or construction for which the Association is responsible, after reasonable notice; or when necessary to correct a condition on the Lot which is in violation of this Declaration or the Association's Articles, Bylaws or Rules, after ten (10) days notice. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby shall be repaired by the Association at its sole cost and expense unless the entry is occasioned by a violation of this Declaration, the Articles, Bylaws or Rules.
- (e) ***Association Rules:*** The Association shall have the power to adopt, amend and repeal, by majority vote of the Members, such rules and regulations as the Association deems reasonable. The Association Rules shall govern the use of the Common Areas, streets and water systems by the Owners, their family members, employees, agents, licensees, lessees, or contract purchasers or other invitees; provided, however the Association Rules, may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles of Incorporation or the By-laws. 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 Owner. Upon adoption, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any Association Rule and any provision of this Declaration or the Articles or Bylaws, the provisions of this Declaration, the Articles of Incorporation or the Bylaws shall prevail.
- (f) ***Licenses, Easements and Rights-of Way:*** The Association shall have the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or across the Common Areas and streets as may be necessary or desirable in the judgment of the Association, or for the purpose of constructing, erecting, operating or maintaining:

- (i) Utility lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes.
- (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes.
- (iii) Snow removal or clean-up; and
- (iv) 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.

- (g) **Interpretation.** The Board of Directors of the Association shall have the power to interpret the provisions of this Declaration or the Bylaws of the Association or the Association Rules in order to resolve ambiguities or conflicting provisions. In the event of an ambiguity or conflicting provision, the interpretation of the Board of Directors shall be binding on all Lot Owners.

4.6 **Duties of the Association.** In addition to the other powers granted to it by the Articles and this Declaration, and without limiting the generality thereof, the Association or its agent shall conduct all general business affairs of common interest to all Owners including, without limitation, the following:

- (a) **Operation and Maintenance of Common Area:** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of any Common Area (which shall include the roadways), including the improvement, repair and replacement of property damaged or destroyed by casualty loss, and all other property acquired by the Association.
- (b) **Taxes and Assessments:** Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed by the Association. Such taxes and assessments may be contested or compromised by the Association. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association.
- (c) **Water and Other Utilities:** Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas and other necessary services for the Lots, Common Area and other property owned or managed by it.

- (d) **Insurance:** Obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance to the extent available at a reasonable cost:
- (i) Comprehensive public liability insurance insuring the Board of Directors, the Association, the Declarant, the individual owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association.
 - (ii) Such other insurance, including Worker's Compensation Insurance to the extent necessary to comply with all applicable laws, directors and officers liability insurance and such indemnity, faithful performance, fidelity and other bonds as the Board of Directors shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.
 - (iii) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the association.
- (e) **Snow Removal:** Provide for the plowing, sanding and removal of snow from the roadways as shown on the Plat.
- (f) **Water System:** Acquire, operate, improve, maintain, repair and replace the public water system or systems in the Development, if any, including sources of supply.
- (g) **Fire Protection:** Operate, maintain, repair and replace a water pump truck and buried water supply tank, for emergency fire fighting purposes. The Association is authorized to establish and implement a fire district encompassing the Development. Each Owner agrees to the establishment of such fire district.

4.7 Personal Liability: No member of the Board of Directors or Architectural Control Committee or any committee of the Association, nor any officer of the Association, nor the manager if any, nor the Declarant shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board of Directors, the manager if any or

any other representative or employee of the Association, the Architectural Control Committee or any other committee, or any officer of the Association, or the Declarant, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

4.8 ***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. Dissolution shall require written approval of the Owners of two-thirds (2/3) of the Lots.

ARTICLE V.

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 Rules, 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.*** Each assessment and surcharge, which is properly approved and imposed on the Owner's Lot, together with interest accrued thereon and attorney fees and costs incurred by the Association in preparing the notice of lien claim and notification to the Owner, shall be a charge on each Owner's Lot and shall create a continuing lien upon each Owner's Lot against which each assessment or surcharge is made from and after the date the assessment or surcharge becomes delinquent. Each assessment and surcharge shall bear interest at such rate as the Board of Directors may determine, from and after the due date until fully paid. The date that the assessment or surcharge becomes due and payable shall be determined by the Board of Directors.

5.3 ***Personal Obligation and Enforcement.*** The assessment or surcharge shall become delinquent 30 days after it becomes due and payable. Each assessment and accrued interest shall be the personal obligation of the Owner or Owners of the Lot against which the assessment or surcharge is imposed and may be collected by judicial action in the nature of a delinquent open account, or by foreclosure of the lien created against the Owner's Lot. Those remedies are cumulative and not exclusive. The personal obligation for an assessment that is delinquent at the time of conveyance shall not pass to an Owner's successor in title unless expressly assumed by the successor. The lien created to secure payment of the assessment shall remain on the Lot until the assessment is fully paid, and shall be enforceable by foreclosure, regardless of transfer of ownership. The lien shall be foreclosed by appropriate action in court.

5.4 **Attorney Fees and Costs.** In the event the Association initiates or defends any action, legal or otherwise for the collection of any assessment or surcharge due, the Association shall be entitled to recover from the assessed Owner its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on the commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

5.5 **Notice of Lien.** 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. The Association shall send a copy to the delinquent Owner or Owners by certified mail. The cost of preparing, filing and mailing this notice, including a reasonable attorney fee incurred by the Association, shall be included as a part of any claim of lien and shall also become the personal obligation of the Owner or Owners of record at the time the assessment or surcharge becomes delinquent. The notice of lien claim shall state the amount owed to the Association, a description of the Lot, the per diem amount of interest accruing, the date the assessment or surcharge became delinquent and the name of the Lot's record owner. The claim of lien shall be approved by the Board and signed by the President or Vice President or other officer designated by the Board.

5.6 **Initial Assessment.** Each Lot sold by Declarant shall be subject to a one-time initial assessment of Two Hundred Fifty and no/100 Dollars (\$250.00), which shall be delivered to the Association upon its incorporation.

5.7 **Regular Periodic Assessments.** Each Lot Owner shall also be assessed and pay a regular periodic assessment, which regular assessments are to be used by the Association for the purpose of constructing, installing, maintaining, improving and operating the Common Area, and any improvements or facilities owned by the Association, including paying costs incurred for policies of insurance purchased by the Association and incurred with respect to any other regular business activities of the Association. The Association may elect to collect these periodic assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The beginning assessment shall be \$20 per month. Such regular assessment shall begin with the calendar month following sale of a Lot by Declarant. This assessment shall be adjusted, from time to time, by the Association to reflect its actual operating costs, including financing costs incurred with respect to capital improvements. This periodic assessment can be increased by the Board of Directors of the Association by as much as 20% per calendar year beginning with the year commencing January 1, 2003. This periodic assessment may be increased by more than 20% per year by approval of the Owners of a majority of the Lots. In the event the Directors increase the periodic assessments, written notice of such increased assessment shall be sent to each Owner at least thirty (30) days before the effective date of such increased periodic assessment. Such periodic assessment shall be due and payable without further notice from the Directors. The due date and delinquency date for the periodic assessment shall be stated in the notice.

5.8 *Special Assessment for Repairs, Operations or Maintenance.* In addition to the regular periodic assessments, the Association, by the affirmative vote of its Members representing a majority of the Lots, at a meeting called for that purpose, may make any special assessment for a specific one-time cost or expense benefiting a road or other Common Area or for some common interest or purpose benefiting all Members. Such special assessment may be made payable as a one-time assessment or over a period of assessments as determined by the Board. Written notice of the special assessment shall be sent to each Owner at least 30 days before the effective date of such assessment.

5.9 *Limited Assessments and Surcharges.* The Association may impose assessments on some but not all of the Lots ("The Class") to recover costs related to services or benefits which are provided by the Association to The Class but not to all of the Lots. Such assessments are referred to as "Limited Assessments" and shall be imposed by the Association in accordance with its Bylaws. The Association may impose an individual assessment on a Lot to recover costs incurred by the Association which result from the Owner or Owners' violation of this Declaration or the Association's Articles, Bylaws or Rules. Such assessments are referred to as "Surcharges" and shall be imposed by the Association in accordance with its Bylaws.

5.10 *Miscellaneous Assessment Information.* Except as otherwise provided with respect to Limited Assessments and Surcharges, all Assessments shall be made equally per lot for all Members after sale by Declarant. Limited Assessments shall be made equally per lot within the class of Lots entitled to receive the service or benefit for which the assessment is made. Surcharges shall be imposed as provided in this Declaration, the Bylaws and the Rules of the Association. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an authorized officer of the Association stating whether or not assessments on a Lot are current.

5.11 *Effect of Nonpayment of Assessments.* 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 established by the Board of Directors or 15% per annum if no rate is set by the Board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

5.12 *Subordination of Assessment Liens to Mortgages.* The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust which has been recorded against a Lot prior to recording the claim of lien. 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.

5.13 *Declarant Lot Contributions.* Notwithstanding any other provision of this Declaration, Lots owned by the Declarant shall be subject to assessments only as follows:

- (a) Until such time as Declarant has conveyed title to a Lot or has constructed a residence thereon, such Lot shall not be subject to assessment.

- (b) Until at least 30 Lots are subject to assessment, Declarant shall either, at Declarant's option; (i) pay to the Association an amount equal to the shortfall or difference between the dues that would be received by the Association if all Lots subject to assessments paid such assessments and the reasonable operating costs of the Association; or (ii) assume and pay the Association's operating costs, and provide the services and facilities the Association is required to provide, in which instance the Association shall pay to Declarant the assessments received by the Association attributable to the period of time such facilities are maintained and provided directly by the Declarant.

ARTICLE VI. Future Development

6.1 ***Annexation.*** Declarant may develop additional real property adjacent to or in the vicinity of the Development. Such real property may, at Declarant's sole discretion, be used and developed for any purpose allowed under zoning regulations as they now exist or may be amended or changed. No Owner shall object to such development. Such property may be brought within and subjected to the benefits and burdens of the provisions of this Declaration by Declarant or its successors or assigns at any time and from time to time, without the approval of any Owner or the Association.

6.2 ***Annexed Properties.*** All provisions, burdens and obligations contained in this Declaration shall apply to the Annexed Property in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes, and deletions as may be specifically provided in any Supplemental Declaration as described in Section 6.3 below

6.3 ***Procedure for Development.*** The inclusion of Annexed Property shall be made by filing of record a Supplemental Declaration, or other similar instrument, particularly describing the Annexed Property, which instrument shall be executed by Declarant and state the intent that the general plan and scheme of this Declaration shall be extended to the Annexed Property subject to such changes, modifications, deletions, and additions as are applicable to such Annexed Property as set forth in the Supplemental Declaration. Such Supplemental Declaration may contain such additions or modifications of the covenants, conditions, restrictions, reservations of easements, and equitable servitudes 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 Annexed Property and, the Annexed Property shall become and constitute a part of the Development and shall become subject to this Declaration and the covenants, conditions, restrictions, grant of easements and equitable servitudes 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 within the Annexed Property shall immediately become Members or the Association.

6.4 *Designation of Common Area.* Any Common Area and common facilities designated by Declarant as such on the Plat of the Annexed Property 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 subject to this Declaration.

ARTICLE VII. Architectural Control

7.0 *Appointment of Members.* In order to protect the quality and value of the homes built in the Development and for the continued protection of the Owners thereof, an Architectural Control Committee (ACC) is hereby established consisting of three members to be appointed by Declarant as long as Declarant owns Lots in the Development or until Declarant revokes such right by written notice to the Board of Directors of the Association. Thereafter, the ACC shall be appointed by the Board of Directors of the Association.

7.1 *Approvals Required.* No building or structure of any type shall be commenced, erected, constructed or maintained upon any Lot, nor shall any addition or change thereto be made, until the Complete Plans and Specifications shall have been submitted to, and approved in writing by, the ACC. The Owner shall furnish to the ACC a report prepared by a registered professional geotechnical engineer detailing any soils stabilization and erosion control requirements necessary to comply with Boise County's Hillside Ordinance in effect at the time of the residence and driveway construction. The ACC may consider such subjective criteria as compatibility with surrounding structure design as well as any other criteria including the quality and appearance of materials, engineering and Uniform Building Code compliance in making an approval or disapproval. Each building or other structure shall be constructed and maintained in strict compliance with the approved plans and specifications. The following specific criteria must also be followed unless the circumstances warrant a change, in the ACC's sole and absolute discretion:

- (a) The Owner's exterior paint and trim colors must be approved by the ACC.
- (b) The Owner's roofing material must be a solid colored tile or metal roof unless a different roofing material is approved by the Association on a case by case basis and all roofs on such Lot shall be the same solid color, and such color shall be approved by the ACC.
- (c) The following materials are not allowed: vinyl siding or metal siding.

- (d) The surface materials, the roofing and the color scheme of all building improvements on a Lot shall be similar.
- (e) All Residences shall have a minimum of 1300 square feet on the ground floor.

If the ACC disapproves the Owner's plans and specifications, it shall specify the deficiencies which must be corrected in order to obtain approval. In the event the ACC fails to approve, disapprove or specify the deficiency in such plans, specification and location within thirty (30) days after submission to the ACC in such form as it may require, the written approval will not be required. However, the construction requirements and restrictions contained in Sections 2.2 through 2.5 and 7.1 must be complied with.

7.2 Enforcement. The Association or Declarant may exercise all available legal and equitable remedies to prevent or remove any unauthorized or unapproved construction or improvements on any Lot or portion thereof.

7.3 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 submitted for approval.

7.4 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, if the ACC or its individual members acted in good faith on the basis of information they then possessed.

ARTICLE VIII. Common Areas

Declarant may establish Common Areas for the mutual benefit of all Owners. If established, these Common Areas shall be designated in the Plat or an amended plat and shall be used for mail reception center, park, landscape buffers, Association equipment, storage, roads, pedestrian and equestrian access, snow storage, and open areas. The use, control, and maintenance of these Common Areas shall be as follows:

8.1 Common Rights. Each Lot Owner and the Association shall have the right to access and use the Common Areas in accordance with the provisions of this Declaration, the Association Rules, the Association Articles and its Bylaws. This right shall be in common with the right of every other Lot Owner and the Association and shall be appurtenant to and run with the Owner's Lot.

8.2 ***Declarant's Conveyance.*** Declarant shall convey title or grant permanent easements to the Common Areas to the Association, which title shall be free and clear of any liens or encumbrances other than those indicated on the Plat and/or as set forth herein.

8.3 ***Association's Duty to Maintain.*** In addition to other duties required of the Association, the Association shall maintain all Common Areas. No individual liability shall be imposed on Declarant, the Association or any Owner for damages to a Common Area, except to the extent that their direct negligence is the cause of that damage.

8.4 ***Mortgage or Conveyance of Common Area.*** The Association shall place no mortgage on a Common Area nor shall the Association convey a Common Area without the written consent of the Owners of two-thirds (2/3) of all Lots. If a mortgage is placed on a Common Area, it shall be subject to and inferior to the use and easement rights granted to all Owners.

8.5 ***Easements for Improvements in a Common Area.*** Declarant declares, reserves and establishes an easement over the Common Areas to construct and establish improvements and landscaping as Declarant deems appropriate. Irrespective of this reservation, Declarant shall not be the owner of these improvements nor shall Declarant be required to maintain a Common Area. The responsibility to maintain the Common Areas shall be the responsibility of the Association. After conveyance to the Association, Declarant shall have no further obligations to repair, replace, improve or maintain the Common Area.

8.6 ***Improvements.*** Declarant has the sole discretion as to the nature and extent of any improvements or landscaping constructed on a Common Area to be transferred to the Association.

ARTICLE IX. 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, the Association Rules, Articles and Bylaws. 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. In the event that suit is brought to enforce the provisions of this Declaration, the Association Rules, Articles or Bylaws the prevailing party shall be entitled to recover reasonable attorney fees in addition to allowable costs.

9.2 ***Severability.*** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise 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, as supplemented and amended, shall run with the land described herein and shall be binding upon the Owners and all successors in title to or interest in said property, or any part thereof, until January 1, 2030, at which time said covenants and restrictions, as supplemented and amended from time to time, shall be automatically extended for successive periods of ten (10) years, subject to Termination as provided in Section 9.4

9.4 **Amendment.** This Declaration may be supplemented, amended or terminated at any time by a recorded instrument signed by the then Owners of two-thirds (2/3) of the Lots. Any such amendment or termination shall be effective upon recording in Boise County, Idaho. Upon recording, such amendment or termination shall be binding on each Lot, regardless of whether the Owner or Owners of such Lot signed the instrument which contains the amendment or termination. Notwithstanding any other provision contained herein, no provision concerning the domestic water system shall be amended without the prior written approval of the Director or authorized agent of the Idaho Department of Environmental Quality if such approval is required by applicable statute or regulation.

9.5 **Interpretation.** In the event that there is a dispute regarding the provisions of this Declaration or the Association Rules the interpretation of the Board of Directors of the Association shall be presumed to be correct.

9.6 **Notice.** Written notice to an Owner shall be effective upon personal delivery to the Owner or by posting on the dwelling located on the Owners Lot or by deposit in the United States mail, postage prepaid, addressed to the Owner at his address as shown on the records of the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Declaration of Covenants, Conditions, and Restrictions this 5th day of October, 2007.

OSPREY LAND COMPANY (Declarant)

By 
President

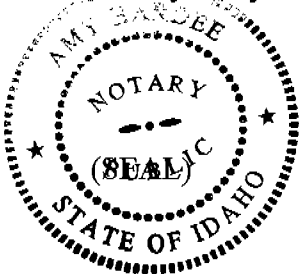
ATTEST:


Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 5th day of ~~September~~ October, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael Christian and Dan R. Hardee, known or identified to me to be the President and Secretary, respectively, of Osprey Land Company, the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that Osprey Land Company executed the same.

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



Amy Hardee
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 10/10/2009

**SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

HIGH CORRAL NO. 2 PROPERTY OWNERS ASSOCIATION, INC.

Instrument # 258985

IDAHO CITY, BOISE COUNTY, IDAHO

4-27-2018 11:17:49 AM No. of Pages: 25

RECITALS

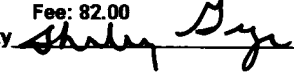
Recorded for : HIGH CORRAL NO.2 PROPERTY OWNERS

MARY T. PRISCO

Fee: 82.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS



WHEREAS, this SECOND AMENDED DECLARATION (hereinafter the "Declaration") is made on the 9ths day of March, 2017, by High Corral No. 2 Property Owners Association Inc., an Idaho non-profit corporation (the "Declarant"), which said Declaration amends and restates, in its entirety, the Restrictive and Protective Covenants – High Corral Subdivision No. 2, recorded in Boise County, Idaho as Instrument No. 95944, and any and all subsequent amendments thereto;

WHEREAS, pursuant to Section 4.3(b), Osprey Land Company is no longer the "Declarant" and the Association is now the declarant;

WHEREAS, Declarant desires to amend the Restrictive and Protective Covenants – High Corral Subdivision No. 2 dated June 11, 1980 and recorded in Boise County as Instrument No. 95944;

WHEREAS, Declarant desires to place covenants, conditions and restrictions on the Development, including any Annexed Property, to protect the value, attractiveness, compatibility and conformity of use for the various lots and common areas located therein; and

WHEREAS, this First Amended Declaration completely restates the covenants, conditions and restrictions on the Development, including any Annexed Property, to protect the value, attractiveness, compatibility and conformity of use for the various lots and common areas located therein; and all prior recorded covenants, conditions and restrictions are replaced by this First Amended Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the occupation, use, improvement and conveyances of the Development and the lots located therein is and shall be subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the Development and shall be binding upon and shall inure to the benefit of and be limitations upon Declarant, the Association and all Owners of lots located in the Development or any interest therein.

ARTICLE I.

Definitions

1.1 “Annexed Property” shall mean any real property subjected to this Declaration pursuant to Article VI.

1.2 “Association” shall mean and refer to High Corral No. 2 Property Owners Association, Inc., an Idaho non-profit corporation, its successors and assigns. “The Board” or the “Board of Directors” shall mean The Board of Directors of the Association. The “Articles” shall mean the Articles of Incorporation of the Association. The “Rules” shall mean the rules and regulations adopted by the Association.

1.3 “Architectural Control Committee” or “ACC” shall mean and refer to the individual or individuals appointed by Declarant or appointed pursuant to Article VII, whose function shall be to review and approve or disapprove each application for the construction, alteration or improvement of a Residence and outbuildings on a Lot, and to take those other actions authorized by this Declaration.

1.4 “Buyer” shall mean the person or persons who purchase a Lot or Lots.

1.5 “Code” shall mean and refer to the County Code of Boise County as the same may be amended from time to time.

1.6 “Complete Plans and Specifications” shall mean and refer to the following plans and specification for any single-family dwelling and outbuildings built on any Lot, which must be approved by the ACC prior to construction:

- (a) Plot plan showing location of all buildings and utilities;
- (b) Floor plans showing all rooms;
- (c) Elevations showing exterior materials and color schemes for all sides;
- (d) Grading plans showing all excavations and fills;
- (e) Landscape plans showing all landscaping;
- (f) Specifications of principle exterior materials and color schemes;
- (g) Utilities plans showing materials used for and configuration of the water and sewage systems;
- (h) Fencing plan showing location and materials;
- (i) Any other building plans required by the Uniform Building Code.

The plans and specifications shall be submitted in such detail as the ACC requests.

1.7 “Common Area” shall mean all property, including improvements thereon owned by the Association or over which the Association holds an easement for the common use, enjoyment or benefit of all Owners. The Common Areas are designated on the Plat and include the roadways.

1.8 “Declarant” shall mean and refer to High Corral No. 2 Property Owners Association Inc., an Idaho non-profit corporation.

1.9 "Denude" shall mean removing grass and vegetation below two inches above the surface of the ground.

1.10 "Development" shall mean and refer to High Corral Subdivision No. 2, the official plat of which is recorded in Boise County as Instrument No. 95943, and any Annexed Property.

1.11 "Domestic Usage" shall mean the use of water inside the house.

1.12 "Equine Animal" shall mean a horse, mule, burro or llama.

1.13 "Easement Owners" shall mean and refer to any person or entity who owns the right to use the roadways within the Development for access to and from property adjacent to or in the vicinity of the Development.

1.14 "Irrigation Usage" shall mean the use of water outside the house on any Lot. This usage shall include stock watering, lawn sprinkling and the irrigation of gardens and pastures.

1.15 "Lot" shall mean and refer to any plot of land designated as a lot on any recorded subdivision map of the Development.

1.16 "Member" shall mean and refer to every person or entity who holds a membership in the Association as set forth in Section 4.2.

1.17 "Mortgage" shall mean and refer to any mortgage or deed of trust which encumbers land within the Development; "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.

1.18 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding Mortgagees or those persons otherwise claiming an interest in a Lot as security for the performance of an obligation.

1.19 "Owner's Control" shall mean that the animal is secured by a rope, reins or leash held by the Owner or adult agent of the Owner or is secure within a vehicle or trailer.

1.20 "Permitted Animal" means: (a) a dog which is not known for its aggressive or vicious behavior and is not a member of a breed of dogs known for their aggressive or vicious behavior; (b) a domestic cat; (c) a song bird; or (d) an equine animal. All other animals, including but not limited to cattle, swine, sheep, goats, and pigeon are not permitted.

1.21 "Permitted Outbuildings" shall mean and refer to those outbuildings that are permitted pursuant to Section 2.2 below.

1.22 "Plat" shall mean the plat or map of High Corral No. 2 Subdivision and Annexed Property, which is duly recorded in Boise County, Idaho.

1.23 "Residence" shall mean and refer to a single-family dwelling. "Outbuildings" shall mean and refer to any private garage, barn or other buildings incidental to the residential use of the lot. "Residential Purposes" shall mean the use of a lot for the purpose of residing on the lot.

1.24 "Refuse" shall mean and refer to equipment, vehicles, appliances, machinery, structures, parts, tools and other similar items which are not capable of currently productive use for the purpose they were intended, without repair or restoration. Refuse shall also mean garbage, waste, debris, ashes, trash and rubbish.

1.25 "Setback" shall mean and refer to the minimum distance between the lawful location of a Residence on a Lot from a given street or road, from a lot line, or easement as provided by the Plat or as otherwise required by applicable Code.

1.26 "Subdivision" shall mean the Development and Annexed Property as shown on the official subdivision map thereof duly recorded in Boise County.

ARTICLE II.

General Restrictions and Use

2.1 **Land Use.** Each Lot, except those lots designated for common areas by Declarant, shall be used solely for residential purposes and shall not be used for the conduct of trade, business or professional activities, except as may be permitted as follows:

- (a) Declarant is authorized to construct a building or park a trailer or mobile office for use as a subdivision sales office or temporary office quarters for business activities pertaining to the Development and/or sales of Lots;
- (b) The construction trades shall be permitted to construct or use temporary facilities used solely for the purpose of aiding in the construction of a Residence on a Lot which use will be eliminated after the construction is complete or the permitted construction period expires, whichever come first.
- (c) A Lot or portions thereof may be used for Common Areas pursuant to Article VIII.
- (d) Declarant may designate any Lot or Lots or portion thereof as additional Common Area to be utilized in any manner designated by Declarant so long as such area and the facilities located thereon area available for use by all Owners.
- (e) The Lot Owner may carry on legal business activity within his or her residence so long as such business activity does not involve the routine sales or delivery of merchandise or services on the Lot.

2.2 **Residence Construction.** Except as otherwise permitted in paragraph 2.1 above, platted Lots shall be restricted to one single family dwelling and Permitted Outbuildings. Each Owner, including any contractor, builder, or agent for an Owner, intending to construct a

Residence or improve an existing Residence on any Lot shall do so only if all of the following conditions have been met:

- (a) Prior to commencing any construction on the Lot the Owner shall first submit an application for construction authority to the Architectural Control Committee ("ACC") and receive from the ACC its written approval, according to the provisions of Article VII. It is the intent of the Declarant that architectural designs similar to that of other upscale communities in the Boise area are desired and will be utilized for construction of Residences within the Development. The application must be accompanied by a landscape plan and complete plans and specifications.
- (b) Each Residence constructed on a Lot shall be a "single-family" dwelling as defined by building codes applicable to Boise County. Every Residence on any Lot shall comply with the applicable setback requirements and the Uniform Building Code as adopted by Boise County. If Boise County has not adopted a building code, the residence must be constructed according to the Uniform Building Code designated by the ACC. Each residence must contain at least 1300 square feet of livable floor area on the main or ground level or floor and must have an appraised value, when completed, of at least \$130,000 excluding the Lot value. No more than one (1) garage and two (2) outbuildings shall be allowed on a Lot. Each outbuilding shall contain not less than 200 square feet nor more than 1000 square feet of floor area measured from the outside walls. Outbuildings exceeding 1000 square feet may be permitted only with the express prior written approval of the ACC, which may be withheld in its sole discretion. Temporary outbuildings may be permitted for a specified time only with the express prior written approval of the ACC, which may be withheld in its sole discretion.
- (c) Living space within an outbuilding (ex: above a shop) may be permitted but cannot be used as a rental or long term living quarters and must be approved by the ACC.
- (d) A Residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owners, has obtained a building permit from all governmental agencies with jurisdiction over residential construction on a Lot, and has obtained written approval from the ACC. Once construction or reconstruction of any Residence has begun, the same shall be completed in accordance with the approved plans and specifications to an enclosed state giving a finished appearance to the exterior of the Residence within one (1) year from the start of construction ("Permitted Construction Period").
- (e) Each Residence and each outbuilding and garage on a Lot shall be constructed of the same materials in order to have the same exterior appearance. All exterior materials must have the prior written approval of the ACC. No buildings shall be constructed with metal or vinyl siding. If the primary Residence is of log construction, the outbuildings may have a different exterior appearance if approved by the ACC. All Residences shall have solid colored

metal or tile roofs unless a different roofing material is approved by the ACC. Every roof on a Lot shall be of the same color.

- (f) All construction on any Lot shall strictly follow all of the covenants, conditions and restrictions in this Declaration and shall strictly conform to the plans and specifications approved by the ACC.
- (g) The ACC may have a Residence inspected in order to insure compliance with the Uniform Building Code, the plans and specifications approved by the ACC and any other applicable building regulations. The cost of such inspection shall be paid by the Lot Owner within 10 days after billing by the ACC.
- (h) The ACC may, in its sole discretion, grant a variance with respect to any requirement contained in this First Amended Declaration regarding residence construction, reconstruction or landscaping.

2.3 **Reconstruction.** In any case where it is necessary to reconstruct a Residence or make any improvement to a Residence, that reconstruction or improvement shall be prosecuted diligently, continuously and without delay from time of commencement thereof until such structure is fully completed, unless prevented by cause beyond the control of the Owner (other than financial causes) and only for such time as such cause continues. In any event, reconstruction must be completed within the Permitted Construction Period.

2.4 **Landscaping.** The following provisions shall govern the landscaping of all Lots except Common Areas:

- (a) At the time of construction of the residence, the Owner, at the Owner's sole cost, shall cause the Lot to be landscaped with grasses, plants and trees, according to a landscape plan which is approved by the ACC.
- (b) All landscaping which is disturbed by construction of any Residence shall be fully repaired and completed within the permitted construction period. All landscaping shall be maintained in good condition by the Lot Owner, so as to maximize the visual appearance of the Lot.
- (c) The Development is a winter range area for deer and elk and the deer and elk may eat or otherwise damage the landscaping on any Lot. Neither the Declarant, the Association, the State of Idaho Department of Fish and Game or Boise County shall be liable or responsible for any damage to the landscaping or building improvements from any animals or by fire or other cause. Each Owner shall enter into any agreement necessary to give further effect to this Section.
- (d) All stumps, slash, and building debris shall be removed from any Lot once a Residence is constructed thereon.

In the event an Owner shall fail to comply with these landscaping requirements, the Declarant and/or the Association may cause the landscaping to be completed or maintained at the Owner's cost

and may file a lien for that cost and recover any cost advanced in the same fashion as is provided for non payment of assessments as set out in Article V.

2.5 **Fences.** No barbed wire fences shall be allowed in any Lot. Fences shall be constructed of natural color wood or white vinyl or shall be of other materials approved by the ACC. The ACC may impose height or other restrictions on the construction of fences within the development to minimize interference with deer and elk crossings.

2.6 **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, or Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lot Owners. Each of the following activities and conditions shall constitute a nuisance:

- (a) Depositing or storing toxic or hazardous materials, as defined by applicable State or Federal law, within the Development.
- (b) Permitting a dog or other animal to bark, or otherwise causing or permitting a noise or permitting the emission of a noxious or offensive odor, which is: (a) disturbing to another Lot Owner; and (b) not abated 2 hours after delivery of a written request for abatement to the Lot from which the noise or odor emanates.
- (c) Conducting an illegal activity within the Development or permitting an illegal activity to be conducted on any Lot or Common Area.
- (d) Causing or permitting foul or obscene language or behavior to be used on any Lot or Common Area if such language or behavior is heard or witnessed by two or more persons who determine that such language is obnoxious.
- (e) Physically assaulting or attempting to assault another person on any Lot or Common Area.
- (f) Causing, permitting or maintaining any activity or condition which is otherwise prohibited by the covenants, restrictions and conditions set forth in this Declaration after written notification from the Association that such activity or condition is prohibited.

2.7 **Signs.** Unless otherwise permitted by the ACC, No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except that signs may be used or placed by a builder or the Declarant to advertise the Development during a construction and sales period. Notwithstanding the foregoing, the name of the Owners or the name of the Residence may be displayed and illuminated by exterior lighting.

2.8 **Refuse Disposal and Storage of Materials.** No unused machinery, vehicles, appliances or debris or other items of refuse shall be thrown, dumped or stored on any Lot, whether above or below the surface, except as such items are temporarily stored for collection in approved garbage collection receptacles. Each Owner shall provide suitable receptacles for the temporary

storage for collection of refuse from their Lot. All such receptacles shall be approved by the ACC and be screened from public view and protected from disturbance. Each Owner shall be responsible for the prompt removal and disposal of such refuse from the Lot. No building material of any kind shall be placed or stored upon a Lot until the Owner is ready to and able to commence construction, and then such materials shall be placed within the property line of the Lot upon which the structure is to be erected. The Owners of any Lot shall, irrespective of fault, be responsible for the prompt removal of all trash, waste, garbage and refuse from the Lot. The Owner shall cut and remove weeds and brush so that the risk of fire is minimized. The Declarant or the Association shall have the right to enter upon any Lot for the purpose of removing and disposing of any weeds, brush, growth, debris, garbage or refuse after 5 days prior written demand mailed to the Owner. An amount equal to twice the cost of such removal and disposal shall be collected as a delinquent assessment as provided in Article V hereof. Builders shall keep each job site clean of excess debris and refuse at all times.

2.9 ***Parking.*** Except in the event of any emergency, there shall be no parking on the streets within the Development. Owner shall not park or permit to be parked any vehicle or piece of operable equipment on any Lot unless the same is fully garaged, except that the following vehicles may be parked on a Lot outside of a garage:

- (a) Vehicles driven by the Owners guests and invitees;
- (b) Emergency vehicles;
- (c) One passenger vehicle.

Parking turnouts shall be provided by the Owner in accordance with the Boise County Road Standards Ordinance, at the time of construction of the residence.

2.10 ***Permitted Use of Recreational Equipment.*** Snowmobiles, ATVs, motorcycles and other recreational vehicles and equipment shall not exceed 20 miles per hour while operating in the Development. No snowmobiles, ATVs, motorcycles or other recreational vehicles shall be operated before 8:00 a.m. or after 10:00 p.m. All vehicles shall be operated so as to maintain the peace and quiet of the Development and the safety of all persons within the Development.

2.11 ***Motor Homes and Recreational Vehicles.*** Allow motor homes, RV's, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles on a Lot without it being fully garaged or on an attached concrete slab. These vehicles need to be orderly kept and in working conditions and not viewable from the common roadways. Notwithstanding the foregoing, a guest or invitee of an Owner shall be permitted to park motor homes, RV's, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles on the Owner's Lot for the duration of their visit or fourteen (14) days, whichever is less, without being fully garaged and an Owner may park his or her motor home on a concrete slab attached to the residence or garage.

2.12 ***Hazardous Activities.*** No activity shall be conducted on any Lot or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged within or from said Development. No hunting or killing of game shall be allowed within or from the Development. No open fire shall be

lighted or permitted on any Lot except in a self-contained barbecue 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. A permanent fire-pit may be installed only upon ACC approval, which may include but is not limited to burn permits.

2.13 **Lights, Sound and Odor.** Generally, no Owner shall install lights which emit an offensive glare. However, an Owner may install a motion sensor activated security light attached to the structure which can be operated from one hour after dusk to one hour before dawn. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odors shall be emitted on any Lot which are noxious or offensive to others.

2.14 **Animals.** No animal shall be kept, bred or maintained on a Lot for any commercial purpose. No animals of any species shall be kept or maintained on any Lot except for Permitted Animals. All Permitted Animals shall be kept on the Lot and shall not be permitted to go outside the Lot unless within the Owner's Control. The maximum number of equine animals permitted on any Lot is:

- (a) Three equine animals if the Lot is less than four acres in size; and
- (b) Four equine animals if the Lot is four acres or larger in size.

Animals maintained on a Lot shall not be allowed to graze in a manner that denudes the Lot of vegetation. The owner shall maintain the animal or animals in stalls and shall provide feed for such stalled animals, as may be necessary in order to prevent overgrazing of the Lot. Overgrazing occurs if grass and other vegetation is less than two (2) inches tall.

2.15 **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 Declarant and their successors and assigns. The right to use such roads shall be appurtenant to the Lots and shall run with the land. The Association may prohibit use of the roads or portions thereof by unauthorized persons. The Association retains the right to transfer title to the road improvements to Boise County or other public entity, subject to the rights of ingress and egress of all Owners and Easement Owners. Declarant and the Association shall have the right to grant non-exclusive easements or licenses for use of the roads or portion thereof to the Owners of the Annexed Property or to other persons owning property adjacent to or in the vicinity of the Development ("Permitted Users") under such cost sharing and use agreements as the Association determines appropriate, which easements may be appurtenant to the Annexed Property or such other property as may be designated. If so granted, such easement shall be permanent and shall run with the land unless otherwise provided in the granting instrument. No Lot shall be used for access to adjoining property, unless such access is expressly granted by Declarant. If an access easement is provided across a Lot in the recorded plat, the right to use such easement shall be determined solely by Declarant. No Lot Owner, other than Declarant, shall grant to any other person an easement or right-of-way across any Lot for access to adjoining property. It will be the responsibility of the Association to maintain, plow, repair and resurface, when necessary, the private roadways in the Development for so long as the Association is the owner of the road improvements. The Association is not responsible for any roads located within the boundaries of any Lot. 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 transferring the roadway improvements to a public

entity, shall be paid by the Association and assessed to each Owner of the Development or otherwise recovered from other Permitted Users. The Boise County Highway District and/or the Association will have no responsibility to maintain, repair, replace, install or plow any portion of an Owner's driveway. Any repair, installation, maintenance and upkeep of a driveway shall be the responsibility of the Lot Owner.

2.16 **Television Antennas.** No radio or television antennas, satellite dishes or other similar reception devices shall be allowed within the Development, except that: (a) a satellite dish not exceeding 18" in diameter may be attached to a Residence; (b) a local television antenna may be installed if fully enclosed within the roof structure; and (c) a probe not to exceed twenty (20) inches in length may be attached to a Residence other than on the front elevation facing the road.

2.17 **Storage Tanks.** Any storage tank, including propane tanks, installed on a Lot and any type of air conditioning or heating unit must be located above ground and concealed from view from neighboring Owners or otherwise attractively screened from view; except that an underground propane tank may be installed if approved by the State. The type, location and screening of any storage tank must be approved by the ACC.

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

2.19 **Drainage.** Natural drainage patterns shall not be altered in a manner which will result on the diversion of additional water onto other Lots or common areas, such as roadways or any other common area.

2.20 **Trees.** No live trees whose diameter exceeds six (6) inches shall be cut or destroyed without prior written approval by the ACC.

2.21 **Resubdivision.** Resubdivision of any Lot is prohibited if such resubdivision results in a decrease in the size of any Lot. Resubdivision is not prohibited if it results in an increase in the size of the resubdivided lot or lots.

2.22 **Short-term Rental of Residences in Lot.** Any current Owner of a Residence as of the date of execution of this Agreement is permitted to lease or rent Owner's Lot unless expressly agreed to otherwise in writing by the Owner of the affected Lot. Any tenant must abide by and be subject to all terms and provisions the Declaration, Bylaws, Articles, and rules and regulations of the Association as may be promulgated. Any such rental agreement shall abide by the provisions of this Declaration and failure to comply with this Declaration will result in a default under the lease or rental agreement, which shall afford the Association with all rights and remedies available at law to the Owner in addition to the rights and remedies stated for the Association herein, including but not limited to eviction. Each Owner leasing their Lot shall provide a copy of this Declaration, as amended from time-to-time, to any tenant leasing the Lot.

ARTICLE III.

Utilities and Utility Easements

3.1 **Utility Services.** All Lots shall be served with underground utility lines for power and telephone services. Except as provided in Sections 3.7 and 3.8, all other utilities, including water, shall be provided by the Lot Owner at his or her expense. The costs of bringing electricity and telephone to the Owner's Lot will be paid by Declarant and Declarant is entitled to recover any and all connection fees or escrowed funds advanced by Declarant, if any, to bring these services to the Lots. Each Lot Owner shall pay for any additional costs for final hookups charged as a condition precedent to final connection as well as any other utility service not supplied by Declarant. Each dwelling must use a sanitary disposal system of a design and installation approved by any regulatory agency having jurisdiction for approval of a sanitary disposal system.

3.2 **Platted Easements.** Declarant declares, grants and establishes a right-of-way or easement as shown and noted on the Plat of the Subdivision for the purpose of constructing water mains, electric distribution lines, gas pipelines and such other public or private utilities as may from time to time be constructed. Nothing herein shall create an obligation on Declarant to install any utility to any Lot other than electricity and telephone. Transmission main and distribution piping may be located or placed in the same trench.

3.3 **Spring Water and Corral Creek.** Declarant reserves the exclusive ownership, control and use of the water flowing in Corral Creek.

3.4 **Sewage Disposal.** All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage treatment facility if one is constructed. Drainage from any septic tank shall be kept within the building limits of each Lot. The sewage disposal system must be designed, constructed and located as approved by the Idaho State Health and Welfare Department.

3.5 **Water.** Declarant is under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic or irrigation water to any Lot. Wells shall be located a minimum distance of 100 feet from any sewage disposal facility and any Lot line. There shall be adequate separation between a potable water supply well and septic system installations in accordance with applicable Idaho State Department of Health and Welfare regulations. Each potable water well shall be sealed as follows:

The annular seal (composed of neat cement grout with 5% bentonite) shall be pumped, using a tremie pipe, from the bottom of the surface casing (at least 40 feet below ground surface) to ground surface to assure a positive seal.

In the event that two or more lots share a common well or wells, Declarant may record a well sharing agreement or other document which identifies the lots and defines the ownership of the well and related facilities and specifies the rights and responsibilities of each Lot served by the well, including the Lot Owners' responsibility for his proportionate share of all costs incurred to construct, maintain, repair, improve and operate the well or wells.

3.6 **Community Water System.** Declarant or the Association may install a water system for the purpose of providing water service to a part or all of the Development. If Declarant or the Association elects to provide water service to a Lot, such service shall be the exclusive source of water for that Lot. Such election shall designate the Lots and Annexed Property for which water

service from the system is required. From and after the time of such election, said Lots shall be served exclusively from the community water system and the Owner shall be prohibited from drilling a well on the Lot or otherwise obtaining irrigation water service from any other source. The election made by Declarant or The Association election to provide water service shall be effective upon deposit of written notice in the United States Mail, as provided in Section 9.6. If Declarant installs such system ownership of the water system shall be transferred to the Association or a public utility or the owners of the lots served by the water system; and Declarant shall be reimbursed for its cost, including interest paid on money borrowed and used to pay for the system, as provided in Section 5.2.

3.9 ***Restriction on Well Use and Conservation Measures.*** In the event that an Owner drills a well on his Lot, Owner shall restrict his usage of the well as follows:

- (a) Production from the well shall be limited to 500 gallons per day for Domestic Use;
- (b) Production from the well for irrigation use shall be limited as provided by the State or 4,500 gallons per day if there is no State restriction.

Declarant or the Association may require the Owner to install such measuring and recording devices as it determines necessary in order to monitor the daily usage of water from any well in the Development. Either Declarant or the Association shall be entitled to enforce the provisions of this Paragraph by injunction, restraining order or any other remedy available and shall be entitled to recover their costs and attorneys fees incurred in the enforcement of these provisions.

The Association may require all owners to install individual water storage tanks on their Lots, limit irrigation and domestic water use or take any other conservation measures if the Association determines that such measures are reasonably necessary to conserve water, protect the water supply source for the Development, or avoid waste. All conservation measures shall be applied to all Lots equally.

ARTICLE IV. Property Owners Association

4.1 ***Organization of Association.*** The Association shall be organized by Declarant as an Idaho corporation under the provisions of Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. Declarant shall have exclusive authority to prepare and adopt the initial Articles of Incorporation and Bylaws for the Association. Said Articles of Incorporation shall be effective and binding on the Members upon execution by those incorporators designated by Declarant.

4.2 ***Membership.*** Each Owner (including Declarant), by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Membership in the Association shall not be assignable except to the successor in interest of an Owner as to the Lot owned, and each membership in the Association shall be appurtenant to ownership of the Lot. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said

Lot. Any attempt to make a prohibited transfer of membership shall be void and will not be reflected on the records of the Association. Each member shall notify the Association of his or her current mailing address and each subsequent change of address.

4.3 ***Classes of Voting Members.*** The Association shall have one classes of voting membership as set forth in the Bylaws of the Association.

4.4 ***Board of Directors and Officers.*** The affairs of the Association shall be conducted by a Board of not less than three nor more than seven Directors and such officers as the Directors may elect or appoint, in accordance with the Articles of Incorporation and Bylaws. The initial Board of Directors of the Association shall be appointed by Declarant and shall hold office until a new Board of Directors shall be elected in accordance with the provisions set forth in the Articles and Bylaws of the Association.

4.5 ***Powers of the Association.*** The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation 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, the Bylaws 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 Bylaws, 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 on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration and the Articles and Bylaws of the Association.
- (b) ***Right of Enforcement:*** The power and authority, from time to time, in its own name, on its own behalf, or on 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 required herein, or exercises its right to enforce the removal of such building or structure, it shall be entitled to recover from the Owner of the Lot on which such building or structure is located:

- (i) The reasonable attorney fees and costs incurred by the Association in enforcing its right to restrain or remove such unapproved structure; and
- (ii) Liquidated damages in the amount of \$5000 if: (a) suit is brought to enforce the Association's right; and (b) the Board of Directors

approves the recovery of liquidated damages by a 2/3 majority vote.

In the event that the Association exercises its right to enforce the provisions of Sections 2.6 (a) through (e) or 2.8 it shall be entitled to recover from the Owner who violates such provisions:

- (i) The reasonable attorney fees and costs incurred by the Association in enforcing the right to restrain or correct the prohibited conduct; and
- (ii) Liquidated damages in the amount of \$5000 if: (a) suit is brought to enforce the Association's right; and (b) the Board of Directors approves the recovery of liquidated damages by a 2/3 majority vote.

The amounts owed to the Association pursuant to this Subsection 4.5b shall be collected as a delinquent assessment as provided in Article V. Said liquidated damages represents compensation to the Association for its time and effort in insuring that only approved buildings are constructed and maintained within the Development and insuring that each Owner's right to the quiet enjoyment of his or her Lot is protected and the value thereof preserved.

- (c) **Delegation of Powers:** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager. Neither the Association nor the members of the Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
- (d) **Emergency Powers:** The Association or any person authorized by it may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property without notice; or when necessary, in connection with any operation, maintenance or construction for which the Association is responsible, after reasonable notice; or when necessary to correct a condition on the Lot which is in violation of this Declaration or the Association's Articles, Bylaws or Rules, after ten (10) days notice. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby shall be repaired by the Association at its sole cost and expense unless the entry is occasioned by a violation of this Declaration, the Articles, Bylaws or Rules.
- (e) **Association Rules:** The Association shall have the power to adopt, amend and repeal, by majority vote of the Members, such rules and regulations as the Association deems reasonable. The Association Rules shall govern the use of the Common Areas, streets and water systems by the Owners, their family members, employees, agents, licensees, lessees, or contract purchasers or other invitees; provided, however the Association Rules, may not discriminate among Owners

and shall not be inconsistent with this Declaration, the Articles of Incorporation or the By-laws. 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 Owner. Upon adoption, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any Association Rule and any provision of this Declaration or the Articles or Bylaws, the provisions of this Declaration, the Articles of Incorporation or the Bylaws shall prevail.

(f) ***Licenses, Easements and Rights-of Way:*** The Association shall have the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or across the Common Areas and streets as may be necessary or desirable in the judgment of the Association, or for the purpose of constructing, erecting, operating or maintaining:

- (i) Utility lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes.
- (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes.
- (iii) Snow removal or clean-up; and
- (iv) Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements and rights-or-way are hereby expressly reserved to the Association.

(g) ***Interpretation.*** The Board of Directors of the Association shall have the power to interpret the provisions of this Declaration or the Bylaws of the Association or the Association Rules in order to resolve ambiguities or conflicting provisions. In the event of an ambiguity or conflicting provision, the interpretation of the Board of Directors shall be binding on all Lot Owners.

4.6 ***Duties of the Association.*** In addition to the other powers granted to it by the Articles and this Declaration, and without limiting the generality thereof, the Association or its agent shall conduct all general business affairs of common interest to all Owners including, without limitation, the following:

- (a) ***Operation and Maintenance of Common Area:*** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of any Common Area (which shall include the roadways), including the improvement, repair and replacement of property damaged or destroyed by

casualty loss, and all other property acquired by the Association.

- (b) **Taxes and Assessments:** Pay all real and personal property taxes and assessments separately levied against the Common Area owned and managed by the Association. Such taxes and assessments may be contested or compromised by the Association. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association.
- (c) **Water and Other Utilities:** Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas and other necessary services for the Lots, Common Area and other property owned or managed by it.
- (d) **Insurance:** Obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance to the extent available at a reasonable cost:
 - (i) Comprehensive public liability insurance insuring the Board of Directors, the Association, the Declarant, the individual owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association.
 - (ii) Such other insurance, including Worker's Compensation Insurance to the extent necessary to comply with all applicable laws, directors and officers liability insurance and such indemnity, faithful performance, fidelity and other bonds as the Board of Directors shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.
 - (iii) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the association.
- (e) **Snow Removal:** Provide for the plowing, sanding and removal of snow from the roadways as shown on the Plat.
- (f) **Water System:** Acquire, operate, improve, maintain, repair and replace the water system or systems in the Development, if any, including sources of supply.
- (g) **Fire Protection:** Operate, maintain, repair and replace a water pump truck and buried water supply tank, for emergency fire fighting purposes. The

Association is authorized to establish and implement a fire district encompassing the Development. Each Owner agrees to the establishment of such fire district.

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

4.8 ***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 as set forth in the Articles for the Association. Dissolution shall require written approval of the Owners of two-thirds (2/3) of the Lots.

ARTICLE V. 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 Rules, 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.*** Each assessment and surcharge, which is properly approved and imposed on the Owner's Lot, together with interest accrued thereon and attorney fees and costs incurred by the Association in preparing the notice of lien claim and notification to the Owner, shall be a charge on each Owner's Lot and shall create a continuing lien upon each Owner's Lot against which each assessment or surcharge is made from and after the date the assessment or surcharge becomes delinquent. Each assessment and surcharge shall bear interest at such rate as the Board of Directors may determine, from and after the due date until fully paid. The date that the assessment or surcharge becomes due and payable shall be determined by the Board of Directors. The assessment or surcharge shall become delinquent thirty (30) days after it becomes due and payable.

5.3 ***Personal Obligation and Enforcement.*** The assessment or surcharge shall become delinquent thirty (30) days after it becomes due and payable. Each assessment and accrued interest shall be the personal obligation of the Owner or Owners of the Lot against which the assessment or surcharge is imposed and may be collected by judicial action in the nature of a delinquent open account, or by foreclosure of the lien created against the Owner's Lot. Those remedies are cumulative and not exclusive. The personal obligation for an assessment that is delinquent at the time of conveyance shall not pass to an Owner's successor in title unless expressly

assumed by the successor. The lien created to secure payment of the assessment shall remain on the Lot until the assessment is fully paid, and shall be enforceable by foreclosure, regardless of transfer of ownership. The lien shall be foreclosed by appropriate action in court.

5.4 ***Attorney Fees and Costs.*** In the event the Association initiates or defends any action, legal or otherwise for the collection of any assessment or surcharge due, the Association shall be entitled to recover from the assessed Owner its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on the commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

5.5 ***Notice of Lien.*** 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. The Association shall send a copy to the delinquent Owner or Owners by certified mail. The cost of preparing, filing and mailing this notice, including a reasonable attorney fee incurred by the Association, shall be included as a part of any claim of lien and shall also become the personal obligation of the Owner or Owners of record at the time the assessment or surcharge becomes delinquent. The notice of lien claim shall state the amount owed to the Association, a description of the Lot, the per diem amount of interest accruing, the date the assessment or surcharge became delinquent and the name of the Lot's record owner. The claim of lien shall be approved by the Board and signed by the President or Vice President or other officer designated by the Board.

5.6 ***Transfer Assessments.*** Each lot sold by Declarant shall be subject to a one-time initial assessment of Two-Hundred-fifty and no/100 Dollars (\$250.00), which shall be delivered to the Association upon its Incorporation

5.7 ***Regular Assessments.*** Each Lot Owner shall also be assessed and pay a regular periodic assessment, which regular assessments are to be used by the Association for the purpose of constructing, installing, maintaining, improving and operating the Common Area, any improvements or facilities owned by the Association, including paying costs incurred for policies of insurance purchased by the Association and incurred with respect to any other regular business activities of the Association. The Association may elect to collect these periodic assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The beginning assessment shall be \$20 per month. Such regular assessment shall begin with the calendar month following sale of a lot by Declarant. This assessment shall be adjusted, from time to time, by the Association to reflect its actual operating costs, including financing costs incurred with respect to capital improvements. This periodic assessment can be increased by the Board of Directors of the Association by as much as 20% per calendar year beginning with the year commencing January 1, 2003. This periodic assessment may be increased by more than 20% per year by approval of the Owners of a majority of the Lots. In the event the Directors increase the periodic assessments, written notice of such increased assessment shall be sent to each Owner at least thirty (30) days before the effective date of such increased periodic assessment. Such periodic assessment shall be due and payable without further notice from the Directors. The due date and delinquency date for the periodic assessment shall be stated in the notice.

5.8 ***Special Assessment for Repairs, Operations or Maintenance.*** In addition to the regular periodic assessments, the Association, by the affirmative vote of its Members representing a majority of the lots, at a meeting called for that purpose, may make any special assessment for a specific one-time cost or expense benefiting a road or other Common Area or for some common interest or purpose benefiting all Members. Such special assessment may be made payable as a one-time assessment or over a period of assessments as determined by the Board. Written notice of the special assessment shall be sent to each Owner at least 30 days before the effective date of such assessment.

5.9 ***Limited Assessments and Surcharges.*** The Association may impose assessments on some but not all of the Lots ("The Class") to recover costs related to services or benefits which are provided by the Association to The Class but not to all of the Lots. Such assessments are referred to as "Limited Assessments" and shall be imposed by the Association in accordance with its Bylaws. The Association may impose an individual assessment on a Lot to recover costs incurred by the Association which result from the Owner or Owners' violation of this Declaration or the Association's Articles, Bylaws or Rules. Such assessments are referred to as "Surcharges" and shall be imposed by the Association in accordance with its Bylaws.

5.10 ***Miscellaneous Assessment Information.*** Except as otherwise provided with respect to Limited Assessments and Surcharges, all Assessments shall be made equally per lot for all Members after sale by Declarant. Limited Assessments shall be made equally per lot within the class of Lots entitled to receive the service or benefit for which the assessment is made. Surcharges shall be imposed as provided in this Declaration, the Bylaws and the Rules of the Association. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an authorized officer of the Association stating whether or not assessments on a Lot are current.

5.11 ***Effect of Nonpayment of Assessments.*** 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 established by the Board of Directors or fifteen percent (15%) per annum if no rate is set by the Board. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

5.12 ***Subordination of Assessment Liens to Mortgages.*** The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust which has been recorded against a Lot prior to recording the claim of lien. 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.

ARTICLE VI. Future Development

6.1 ***RESERVED.***

ARTICLE VII. Architectural Control

7.0 ***Appointment of Members.*** In order to protect the quality and value of the homes built in the Development and for the continued protection of the Owners thereof, an Architectural Control Committee (ACC) is hereby established as shall be appointed by the Board of Directors of the Association.

7.1 ***Approvals Required.*** No building or structure of any type shall be commenced, erected, constructed or maintained upon any Lot, nor shall any addition or change thereto be made, until the Complete Plans and Specifications shall have been submitted to, and approved in writing by, the ACC. The Owner shall furnish to the ACC a report prepared by a registered professional geotechnical engineer detailing any soils stabilization and erosion control requirements necessary to comply with Boise County's Hillside Ordinance in effect at the time of the residence and driveway construction. The ACC may consider such subjective criteria as compatibility with surrounding structure design as well as any other criteria including the quality and appearance of materials, engineering and Uniform Building Code compliance in making an approval or disapproval. Each building or other structure shall be constructed and maintained in strict compliance with the approved plans and specifications. The following specific criteria must also be followed unless the circumstances warrant a change, in the ACC's sole and absolute discretion:

- (a) The Owner's exterior paint and trim colors must be approved by the ACC.
- (b) The Owner's roofing material must be a solid colored tile or metal roof unless a different roofing material is approved by the Association on a case by case basis and all roofs on such Lot shall be the same solid color, and such color shall be approved by the ACC.
- (c) The following materials are not allowed: vinyl siding or metal siding.
- (d) The surface materials, the roofing and the color scheme of all building improvements on a Lot shall be similar.
- (e) All Residences shall have a minimum of 1300 square feet on the ground floor.

If the ACC disapproves the Owner's plans and specifications, it shall specify the deficiencies which must be corrected in order to obtain approval. In the event the ACC fails to approve, disapprove or specify the deficiency in such plans, specification and location within thirty (30) days after submission to the ACC in such form as it may require, the written approval will not be required. However, the construction requirements and restrictions contained in Sections 2.2 through 2.5 and 7.1 must be complied with.

7.2 ***Enforcement.*** The Association may exercise all available legal and equitable remedies to prevent or remove any unauthorized or unapproved construction or improvements on any Lot or portion thereof.

7.3 ***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 submitted for approval.

7.4 ***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, if the ACC or its individual members acted in good faith on the basis of information they then possessed.

ARTICLE VIII. Common Areas

Declarant may establish Common Areas for the mutual benefit of all Owners. If established, these Common Areas shall be designated in the Plat or an amended plat and shall be used for mail reception, park, landscape buffers, Association equipment, storage, roads, pedestrian and equestrian access, snow storage, and open areas. The use, control, and maintenance of these Common Areas shall be as follows:

8.1 ***Common Rights.*** Each Lot Owner and the Association shall have the right to access and use the Common Areas in accordance with the provisions of this Declaration, the Association Rules, the Association Articles and its Bylaws. This right shall be in common with the right of every other Lot Owner and the Association and shall be appurtenant to and run with the Owner's Lot.

8.2 ***Association's Duty to Maintain.*** In addition to other duties required of the Association, the Association shall maintain all Common Areas. No individual liability shall be imposed on the Association or any Owner for damages to a Common Area, except to the extent that their direct negligence is the cause of that damage.

8.3 ***Mortgage or Conveyance of Common Area.*** The Association shall place no mortgage on a Common Area nor shall the Association convey a Common Area without the written consent of the Owners of two-thirds (2/3) of all Lots. If a mortgage is placed on a Common Area, it shall be subject to and inferior to the use and easement rights granted to all Owners.

8.4 ***Easements for Improvements in a Common Area.*** Declarant declares, reserves and establishes an easement over the Common Areas to construct and establish improvements and landscaping as Declarant deems appropriate.

8.5 ***Improvements.*** Declarant has the sole discretion as to the nature and extent of any improvements or landscaping constructed on a Common Area.

ARTICLE IV ENFORCEMENT BY ASSOCIATION

9.1 **Authority to Enforce:** Pursuant to applicable Idaho law and consistent with Idaho Code § 55-115, the Association has full authority to enforce the provisions of this Declaration through any of the following persons or entities under the procedures outlined herein:

- a) The Association as to all matters; and

- b) the ACC as to matters subject to its enforcement.

9.2 Methods of Enforcement: The following methods of enforcement may be utilized:

- a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law;
- b) Eviction for trespass by police action;
- c) The filing of homeowner's association liens and foreclosure thereon pursuant to Idaho Code § 45-810 and as prescribed herein; and
- d) Monetary fees and temporary suspension from Association membership rights and privileges in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other fees for failure to pay, as and when due, and assessments levied by the Association as provided in this Declaration, no discipline, fine, or sanction shall be effective against a Member unless:
 - i. The Member is given thirty (30) days written notice of the proposed compliance action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the action to be taken for enforcement.
 - ii. The hearing shall be conducted by the Board of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner, and shall not reach a decision regarding appropriate compliance measures until conclusion of the meeting.
 - iii. For the imposition of any fines on a Member, a majority vote of the Board is required; and
 - iv. Any Member challenging the compliance measures taken by the Board, including any claim alleging defective notice, must commence court action within one (1) year after the date of the contested compliance measure taken by the Board.

9.3 Remedial Measures Prior to Meeting. If a Member is in violation of this Declaration and a hearing is scheduled as set forth in this Article 9, no fine shall be imposed if said Member begins resolving the violation in advance of the meeting in good faith until the violation is fully resolved to the satisfaction of the Board.

9.4 Limitation on Enforcement: The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned subdivision interest on account of the failure of the Owner to comply with provision of this Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the owner to pay assessment duly levied by the Association.

9.5 Fees and Costs: The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment of decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

9.6 Failure to Enforce: Neither the Association nor the ACC shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right of subsequent enforcement.

9.7 No Fines for Remuneration. No portion of any fine may be used to increase the remuneration of any Board Member or agent of the Board.

ARTICLE IX. General Provisions

10.1 **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, the Association Rules, Articles and Bylaws. 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. In the event that suit is brought to enforce the provisions of this Declaration, the Association Rules, Articles or Bylaws the prevailing party shall be entitled to recover reasonable attorney fees in addition to allowable costs.

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

10.3 **Term.** The covenants and restrictions of this Declaration, as supplemented and amended, shall run with the land described herein and shall be binding upon the Owners and all successors in title to or interest in said property, or any part thereof, until January 1, 2030, at which time said covenants and restrictions, as supplemented and amended from time to time, shall be automatically extended for successive periods of ten (10) years, subject to Termination as provided in Section 10.4

10.4 **Amendment.** This Declaration may be supplemented, amended or terminated at any time by a written instrument signed by the Majority of the home owners. Any such amendment or termination shall be effective upon recording in Boise County, Idaho. Upon recording, such amendment or termination shall be binding on each Lot, regardless of whether the

Owner or Owners of such Lot signed the instrument which contains the amendment or termination. Notwithstanding any other provision contained herein, no provision concerning the domestic water system shall be amended without the prior written approval of the Director or authorized agent of the Idaho Department of Environmental Quality if such approval is required by applicable statute or regulation. Any amendment to this Declaration that does not affect the substantive rights or obligations of the Owners, or is required by the passage of new legislation, law, regulation or ordinance, shall not require the vote of the Owners and may be done at the direction of the Board.

10.5 **Interpretation.** In the event that there is a dispute regarding the provisions of this Declaration or the Association Rules, the interpretation of the Board of Directors of the Association shall be presumed to be correct.

10.6 **Notice.** Written notice to an Owner shall be effective upon personal delivery to the Owner or by posting on the dwelling located on the Owners Lot or by deposit in the United States mail, postage prepaid, addressed to the Owner at his address as shown on the records of the Association.

IN WITNESS WHEREOF, the undersigned Declarant has executed this second Amended Declaration of Covenants, Conditions, and Restrictions this 27 day of April, 2018.

HIGH CORRAL NO. 2 PROPERTY OWNERS ASSOCIATION, INC. (Declarant)

ATTEST:

By Christine Losey
President

Kristina Lutz
Secretary

STATE OF IDAHO)
 : ss.
County of ~~Ada~~ Boise)

On this 27th day of April, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Christine Losey, known or identified to me to be the President of High Corral No. 2 Property Owners Association, Inc., an Idaho non-profit corporation, the persons who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that High Corral No. 2 Property Owners Association, Inc. executed the same.

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



Kristi Coffelt
Notary Public for Idaho
Residing at Boise County, Idaho
My Commission Expires: 6/27/21