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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE CIRCLE C RANCHES**

THIS DECLARATION is made this 3rd day of November 1992, by ROBERT M. BRENNAN, an individual (herein "Declarant").

**ARTICLE 1  
RECITALS**

**1.01 Property Covered.** Declarant is the owner of certain real property (the "Property"), described as: Circle C Ranches at Round Valley, Adams County, Idaho. The legal description of the Property is provided as Exhibit A.

**1.02 Purpose.** Declarant hereby subjects all the Property to certain protective covenants, conditions and restrictions for the benefit of the Property and present and future owners thereof. This Declaration of Covenants, Conditions and Restrictions is intended to preserve the value, desirability and attractiveness of the Property, to create and protect the highest quality development of the Property and to insure proper maintenance thereof.

**1.03 Goals.** The project is being developed to provide a limited number of ranch sites within the 2500 acre Circle C Ranch. The property provides many unique natural resources including its streams, meadows, forests, and wildlife populations. The project has been designed and will be managed to preserve and enhance these natural resources for the benefit of all Lot owners.

**ARTICLE 2  
DECLARATION**

**2.01 Scope of Declaration.** Declarant hereby declares that all of the Property, and each Lot therein, is and shall be held, sold, and conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, and equitable servitude's which are for the purpose of protecting the value and desirability of, and which shall run, with the Property. The covenants, conditions and restrictions contained in this Declaration shall:

A. Be binding upon all persons having or acquiring any right, title, or interest in or to the Property or any Lot, and their successors or assigns; and

B. Inure to the benefit of every portion of the property any Lot or any interest therein;  
and

C. Inure to the benefit and be binding upon Declarant, and its successors, and assigns and each grantee and his respective successors in interest; and

D. Be enforced by Declarant or its agent, by any Owner or grantee or his successors in interest or by the Circle C Ranches Homeowners Association.

**2.02 Rights of Declarant.** Notwithstanding the foregoing, no provision of this Declaration shall be construed to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor Declarant's right to maintain construction, sales or similar facilities on any portion of the Property nor Declarant's right to post signs incidental to construction, sales, or leasing.

**2.03 Other Restrictions.** The covenants, conditions and restrictions contained in this Declaration are IN ADDITION TO any other land use restrictions, zoning ordinances, laws, rules, and decisions of other governmental authorities and governmental and judicial authorities including Adams County and Idaho County. This Declaration does not supplant any such land use restrictions which are enforced, and must be satisfied, independent of this Declaration.

### ARTICLE 3 DEFINITIONS

Unless the context requires otherwise, the following words and phrases when used in these Restrictions shall have the meanings hereinafter specified:

**3.01 AGRICULTURAL** shall mean the harvesting of crops and timber. It shall also mean feeding, breeding, management and sale of livestock and any other agricultural or horticultural use.

**3.02 ARTICLES** shall mean the Articles of Incorporation of the Association which have been or shall be filed in the office of the Secretary of the State of Idaho, as amended from time to time.

**3.03 ASSESSMENTS** shall mean those payments required of the Circle C Ranches Homeowners Association, Inc. members, including regular and special assessments as further defined in this Declaration.

**3.04 ASSOCIATION** shall mean the Circle C Ranches Homeowners Association, Inc., the non-profit Idaho corporation described in this Declaration, its successors and assigns.

**3.05 ASSOCIATION EASEMENTS** shall mean easements granted to Owners and the Association for the benefit of its members.

**3.06 ASSOCIATION RULES** shall mean the rules and regulations of the Association as amended from time to time.

**3.07 BASE ELEVATION** shall mean the point at natural grade existing prior to any site preparation.

**3.08 BENEFICIARY** shall mean a mortgagee under a mortgage or a beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

**3.09 BOARD** shall mean the Board of Directors of the Circle C Ranches Homeowners Association.

**3.10 BUILDING FOOTPRINT** shall mean the area of a Lot which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions or extensions of buildings (including, but not limited to, attached garages, enclosed decks, porches, and similar enclosed extensions, attachments and accessory structures) and unenclosed portions or extensions of buildings (including, but not limited to, decks, porches, eaves and roof overhangs).

**3.11 BUILDING ENVELOPE** shall mean the area (525 feet in diameter) as shown on the Site Plan within which all building structures must be located.

**3.12 BYLAWS** shall mean the Bylaws of the Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.

**3.13 DECLARANT** shall mean ROBERT M. BRENNAN, an individual, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.

**3.14 DECLARATION** shall mean this instrument as it may be amended and supplemented from time to time.

**3.15 DEED OF TRUST** shall mean a mortgage or a deed of trust, as the case may be.

**3.16 DESIGN REVIEW COMMITTEE RULES** shall mean the rules adopted by the Design Review Committee pursuant to hereto.

**3.17 IMPROVEMENT** shall mean all things contracted upon, above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, barns, garages, carports, roads, driveways, parking areas, fences, corrals, walls, stairs, decks, landscaping, windbreaks, poles, signs, irrigation devices, antennae, sport courts, satellite dishes, or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any alteration, excavation or fill for any purpose to any Lot, vegetation, diversion dam, stream, spring, seep, ditch, fill, or other device.

**3.18 LOT** shall mean one or more of Lots 1 through 43 of the subject property.

**3.19 MEMBER** shall mean any person who is a member of the Association.

**3.20 MORTGAGE** shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation which will be void and reconveyed upon the completion of such performance.

**3.21 NOTICE AND HEARING** shall mean thirty (30) days notice and public hearing before the Board at which time the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense.

**3.22 OWNER** shall mean the person or persons or other legal entity or entities, including Declarant, holding a fee simple interest in a Lot or, as the case may be, or the purchaser of a Lot under an executory contract of sale (but excluding those having such interest merely as security for the performance of an obligation). For the purposes of Articles 4 and 5 only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and lessees of any Owner.

**3.23 PERSON** shall mean a individual or any other entity with the legal right to hold title to real property.

**3.24 RESTRICTIONS** shall mean this Declaration, as said Declaration may be amended from time to time, and the Rules from time to time in effect.

**3.25 SITE PLAN** shall mean the Site Plan attached hereto as Exhibit B.

**3.26 SUPPLEMENTAL DECLARATION** shall mean a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of setting forth additional covenants, conditions, and restrictions on the Property.

#### **ARTICLE 4 GENERAL AND SPECIFIC RESTRICTIONS**

Except upon prior written approval of the Design Review Committee, the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

**4.01 Design Review Committee.** There shall be no excavation or alteration of any Lot, no action to construct, place or erect any Improvement or structure on any Lot (or which in any way alters the exterior appearance of any Improvement or Lot or removal of any Improvement), without the prior written approval of the Design Review Committee in accordance with this Declaration and the Design Review Committee Rules which immediately follow this Declaration in this bound volume and which are incorporated herein by reference as if restated in full. These requirements shall apply only to the exterior appearance of said Improvements and not the interior thereof.

**4.02 Insurance Rates.** Nothing shall be done or kept on any Lot or the Property which shall increase the rate, or result in the cancellation of insurance payable by any Owner, the Association or Declarant, or which would be in violation of any Association or Adams County Regulation.

**4.03 No Further Subdivision.** No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Declarant and except as set forth herein); provided, however, that nothing herein shall be deemed to prevent or require the approval of the Design Review Committee for the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

**4.04 Animals.** No more than four (4) dogs, and four (4) cats (and other indoor household pets) may be kept, except with the approval of the Board, and provided that they are not kept, bred or maintained for any commercial purpose and not allowed to run at large, chase wildlife or bark excessively. Owners with farm animals shall maintain pasture grasses and fence pastures according to the alignment shown on the Site Plan. Farm animals shall not exceed one (1) animal per five (5) acres owned unless approved by the Board. No farm animals shall be allowed on any Lot unless contained by fencing.

**4.05 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. No noise, including but not limited to, noise created by people, animals, equipment, electronic device, audio receiver, television, stereo, musical instrument and/or machinery, or any other audible nuisance shall be permitted which is offensive or detrimental to any other Lot in the vicinity thereof or to its occupants.

**4.06 Disrepair.** If any Owner permits any Improvement for which he is responsible to maintain to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board, upon fifteen (15) days prior written notice to such Owner, may correct such condition and enter upon such Owner's Lot for the purpose of doing so and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien in the same manner as other assessments as set forth in this Declaration. Such Owner shall be personally liable, and his property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each such Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor or the amounts may, at the option of the Board, be added to amounts payable by such Owner as a regular Assessment.

**4.07 Maintenance of Buildings and Landscaping.** No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. Any maintenance and/or repair of any Improvement shall not alter the appearance, color, or finish, of said Improvement without prior review and approval of the Design Review Committee.

**4.08 Watercourses, Irrigation Ditches and Drainage.** All watercourses, irrigation ditches and drainages shall be managed in the best interest of the Association. There shall be no alteration, Improvement, or interference with any established watercourse, irrigation ditch or drainage pattern over any Lot within the Property unless approved in writing by the Design Review Committee and the Board. Any alteration, Improvement, or interference with any watercourse, ditch, or drainage shall also comply with applicable local, state, and federal regulations.

For purposes of this Declaration, "alterations" shall mean to obstruct, diminish, fill, pond, dredge, destroy, alter, modify, relocate, or change. "Watercourses" (either natural or made) shall include: streams (both perennial and intermittent), wetlands, lakes and ponds, springs, seeps, dry washes, and any associated culverts, ditch, or water control structures. Irrigation ditches shall include any ditch, canal and any associated culvert or water control structure used to convey water for irrigation purposes. "Established" is defined as the watercourse, ditch or drainage which exists at the time of the grading of the Lot or Property, or as shown on any plans approved by the Design Review Committee or the Site Plan of the Property.

Any alteration of vegetation within seventy-five (75) feet of all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee. No grass shall be mowed or otherwise disturbed within seventy-five (75) feet of the edge of any watercourse.

No boats, tubes or rafts capable of carrying a person or child shall be allowed in or on any watercourses, ditch or drainage. New watercourses may be developed on individual lots provided that a valid water right exists, plans are approved by the Design Review Committee and Board, the watercourse does not interfere with downstream uses.

**4.09 Greenbelt.** The Greenbelt as shown on the Site Plan shall be established to protect all watercourses, safeguard the Association's water rights, enhance the environmental and recreational value of Lots, and to provide for wildlife, watercourse activities and non-motorized trails for ranch owners and guests. The greenbelt shall be managed by the Association and no alterations within the greenbelt shall be allowed.

**4.10 Sewage and Water Supply Facilities.** All residential structures on any Lot shall be provided, at the owners expense, with adequate sewage treatment facilities and wells including septic tank and drainfield. Individual sewage and water systems shall be permitted on any Lot provided such system is designed, located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Design Review Committee and is approved by the Health District and all applicable governmental authorities. No septic tank or drain field shall be located within 300 feet of a watercourse, irrigation ditch, drainage or well unless approved by the Health District and the DRC. Individual Lots may require additional sewage treatment facilities based on soils types and hydrology conditions, the determination of which shall be the responsibility of the Lot owner. All such facilities shall be adequately maintained so as to cause no offensive odors or above ground discharge. At such time as a sewer line for a sewer treatment facility or spreading field is available for hookup to structures on the Lots, and the Board shall so determine, all Lots shall cease utilizing septic tanks and drain fields and shall utilize such sewer treatment facility or spreading field.

**4.11 No Hazardous or Offensive Activities.** No activities shall be conducted on the Property and no Improvements constructed on any Lot which might be unsafe or hazardous to any person or property. No firearms shall be discharged upon any Lot or the Property. No hunting shall be allowed at any time. Hunting on adjacent public lands is allowed according to applicable local, state and federal regulations. No open fires shall be lighted or permitted on any portion of any Lot except those controlled and attended fires required for clearing or maintenance of land and previously approved in writing by the Board and applicable regulatory agencies or those within a contained and safe area for cooking and recreational purposes.

**4.12 Unsightly Articles.** No unsightly articles shall be visible from any Lot. Without limiting the generality of the foregoing, trailers, motor homes, trucks (other than pickups) boats, tractors, vehicles (other than automobiles), campers (on or off a vehicle), snowmobiles, snow removal equipment, garden or maintenance equipment, camping and recreational equipment, dilapidated or unrepai red vehicles and similar equipment shall be kept at all times, screened from view, except for trailers, mobile homes and campers in actual use by non-residents for a period not to exceed fourteen (14) days in any thirty (30) day period. All vehicles must be operational and must have current licenses.

Refuse, garbage and trash shall be kept at all times in a covered container and appropriately screened from view. No lumber, shrub or tree clippings, compost piles or plant waste, metals, bulk materials, unused building material, or refuse or trash or other materials shall be kept,

stored or allowed to accumulate on any Lot except if appropriately screened from view. Firewood shall be stored in a neat and orderly fashion.

**4.13 No Temporary Structures.** No temporary structure or Improvement shall be placed upon any Lot. However, a well built temporary structure or trailer will be permitted to be used during construction on a Lot, provided that it is located on the Lot on which construction is occurring and it shall be removed within fourteen (14) days of substantial completion of the Improvement.

**4.14 No Mining, or Drilling.** No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except that the Association may, by appropriate permit, grant, license or easement, allow the drilling of wells for the extraction of water for domestic use and landscape irrigation if such use is in accordance with applicable governmental authorities.

**4.15 Vehicles.** The use of all on and off-road vehicles, including but not limited to trucks, automobiles, motorcycles, and snowmobiles, ATVs, "dirt bikes", and other "offroad" type recreational vehicles shall be confined to designated roadways only. No motorized activities will be allowed in Greenbelt areas or on non-motorized trails. Ingress and egress to public lands shall be allowed only through existing private and County roads.

**4.16 Non-motorized Trails.** The non-motorized trails are for ranch owners and guests. All users shall remain on or immediately adjacent to designated the trail. Greenbelts without trail designation are not to be used for access except for ranch maintenance activities and wildlife management.

**4.17 Building Footprints.** Building footprints shall be wholly contained within the building envelopes designated on the Site Plan. Approval of the Design Review Committee and Board will be necessary if any portion of the Building Footprint is to be constructed outside the designated building envelope.

**4.18 Landscaping.** Within ninety (90) days after substantial completion of an Owner's residence, (unless such time is extended by the Design Review Committee), such Owner shall install the landscaping provided for in the Landscape Plan as approved by the Design Review Committee or shall restore all areas disturbed by construction to their preexisting condition and shall thereafter maintain the landscaping in a weed free and well maintained condition. All areas disturbed during construction shall be reestablished with native vegetation. Trees, shrubs, and grasses for landscaping and revegetation shall be selected from the Landscape Materials List as provided by the DRC. Sod will be allowed only in the building envelope. Pastures shall be planted and maintained with native grasses.

Every Owner, whether or not his lot contains any Improvements, shall take all action necessary to restrict the growth of, and to remove, noxious weeds and grasses in accordance with all applicable local, state or federal requirements. Whenever practical weed control actions shall not be chemically dependent but shall utilize plantings and other means of control. The control and maintenance of noxious weeds using chemical control methods shall be in accordance with U.S. EPA label restrictions and shall be applied by an individual experienced in chemical application and safety requirements.

The Board may adopt additional rules regulating landscaping. If any Owner shall fail to install and maintain landscaping in conformance with these rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, or shall fail to remove noxious

weeds and grasses as required above, the Board, upon fifteen (15) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

**4.19 Construction Debris.** No Owner shall allow any person or persons constructing Improvements upon his Lot (or providing similar services) to deposit rubbish or debris of any kind or to allow litter to accumulate.

**4.20 Violation of Property Restrictions.** There shall be no violation of the Association Rules or the Design Review Committee Rules. If any Owner, his family, or any licensee, lessee, or invitee is in violation thereof, the Board or any owner may, in addition to any other legal remedies it may have, impose a special assessment upon such person of not more than One Hundred Dollars (\$100.00) per day for each violation and/or may suspend the right of such person to use the Association Easements, under such conditions the Board may specify, for a period not to exceed one (1) year for each violation. Before invoking any such assessment or suspension, the Board shall give such person reasonable notice of the violation and a reasonable opportunity to cure the violation and/or to be heard regarding the violation and any assessment or suspension of rights. Any assessment imposed which remains unpaid for a period of ten (10) days or more, shall become a lien upon the Owner's Lot and the Improvements thereon upon its inclusion in a notice of assessment as hereinafter set forth.

**4.21 Existing Vegetation.** "Vegetation" shall mean trees, shrubs and grasses of all types, whether natural or planted, and whether maintained by the Owner or the Association. No existing native vegetation shall be over-irrigated to the extent that it is damaged or dies. There shall be no planting, cultivation, or disturbance of vegetation located within the "Greenbelt". Any alteration of vegetation within seventy-five (75) feet all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee. No grass shall be mowed or otherwise disturbed within seventy-five (75) feet of the edge of any watercourse. To minimize impacts to existing vegetation all utilities, Improvements, hookups, wires, pipes, conduit, lines, cables and the like shall follow the designated driveway to the building site, even if the distance is longer.

**4.22 Wildlife Management.** The Property will be managed to promote wildlife. The goal will be to maintain and enhance wildlife populations through a variety of management techniques including: establishment and management of the Water Management Area; restoration, establishment and maintenance of native vegetation and grass meadows; controls on dogs to prohibit wildlife harassment, greenbelt restrictions during certain times of the year to reduce human interference, restrictions on artificial feeding programs, bans on hunting, and controls on the installation of fencing.

**4.23 Exemption of Declarant.** Nothing in the Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any Lot within the Property owned by Declarant, or to alter the foregoing or to make such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot remains unsold. The rights of Declarant hereunder and elsewhere in these Restrictions may be assigned by Declarant.

This Declaration shall not limit the right of Declarant any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot additional licenses, reservations and rights-of-way to itself, to utility companies to others as may from time to time be reasonably necessary to



the proper development and disposal of the Property. Declarant need not seek nor obtain Design Review Committee approval of any Improvement constructed or placed by Declarant on any portion of the Property owned by Declarant.

**4.24 Timber and Existing Vegetation Removal.** Commercial timber removal and existing vegetation removal on individual Lots shall be allowed with approval by the DRC. Plans for timber and existing vegetation removal for building construction, driveway corridors and view corridors must be submitted for review and approved by the DRC prior to any removal activity and shall comply with landscaping and revegetation requirements.

## ARTICLE 5 PERMITTED USES AND RESTRICTIONS

**5.01 Permitted Use.** All of the Lots in the property shall be improved and used solely for residential and agricultural use so as approved by the Board and the governmental agencies with jurisdiction over the property. The property is currently in the Adams County Agricultural Timber and Grazing (ATG) Zone. Dwellings not provided in conjunction with the propagation or harvesting of Agricultural and forest products may require a Conditional Use Permit. Easements for all private roads shown on the Site Plan for the Property shall be granted by Declarant to the Association when Declarant no longer has 50% ownership of the Lots for the use by all Owners and their invitees.

**5.02 Improvements.** All Improvements of any kind shall require written approval of the Design Review Committee in accordance with the terms hereof and the Design Review Committee Rules. Unless specifically approved in writing by the Design Review Committee:

**A. Single-Family Residence.** Each Lot may contain a single family residential structure (hereinafter "residence") designed to accommodate no more than a single family, domestic help and occasional guests, a detached garage if necessary, and guest housing or domestic help quarters. In no event may any Lot be improved with more than two (2) residential structures, plus one detached garage, all of which must be within the building envelope.

Flood proofing measures, if applicable, shall be designed consistent with the flood-protection elevation for all Lots. If necessary, the top of the foundation stem wall and the lower portion of the floor system shall be a minimum of two (2) feet above the 100 year floodplain. Avalanche concerns shall be reviewed by the Owner and, if necessary, the residence shall be so located to avoid dangerous avalanche areas.

**B. Ranch Buildings.** Each Lot may contain one (1) barn and one (1) outbuilding, all of which must be located within the building envelope unless approved by the DRC.

**C. Minimum Size.** All residential buildings erected upon the Lots shall have a floor area of not less than one thousand (1,000) square feet, exclusive of garages, patios, decks, storage rooms, porches, overhangs, and similar areas.

**D. Height Limitation.** No portion of any residence shall be more than thirty-five (35) feet measured vertically at any point above Base Elevation; provided, this limitation shall not apply to chimneys, lighting rods and weather vanes. Ranch buildings may be higher than thirty-five (35) feet as approved by the DRC.