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AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GRANITE VIEW

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, FORREST J. WILLIAMS and KAY WILLIAMS, husband and wife, (hereinafter "Grantor"), do hereby certify and declare as follows:

1. Grantor is the owner in fee simple of all that certain real property situated in the County of Adams, State of Idaho, more particularly described in the plat for Granite View Subdivision, according to the official plat thereof recorded the 15th day of Sept, 1982, as Instrument No. 64876, records of Adams County, State of Idaho. For the purposes of this Declaration, the word "property" shall include all the lots within Granite View Subdivision (hereinafter "Granite View").

2. All of the property, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the recorded plat or by any other description, shall be subject to this Declaration, and by the acceptance of any such conveyance, the grantee or grantees and their heirs, executors, administrators, successors and assigns, hereby covenant and agree as follows:

(a) LAND USE: The property covered by these protective covenants shall be used exclusively for single family residential purposes, except as may be permitted herein or as specifically authorized by Grantor in writing, and may not be partitioned or subdivided except by Grantor, save and except that lot sizes of two (2) or more acres may be divided, but in no event less than one (1) acre per lot. Platted lots shall be limited and restricted to one single family dwelling and an attached, semi-detached or detached private garage or carport, and other outbuildings incidental to subdivision use as contemplated by the subdivision and zoning ordinances of Adams County. Subject to the written approval of the Architectural Control Committee, one modular or prefabricated home (specifically excluding mobile homes and trailer houses) may be located upon a platted lot as the single family dwelling permitted for said lot.

(b) BUILDING LOCATION: No building shall be located on any lot nearer than ten (10) feet to any interior side lot line, nor closer than twenty (20) feet from any front or rear lot line, said distances measured at the closest point of said structure to said side lot line. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structure.

- (c) **BUILDING SIZE:** No dwelling shall be erected or placed on any building site, the ground floor area of which (exclusive of one-story open porches, terraces and garages) shall be less than 800 square feet. Any structure having in excess of one floor above street grade level must have the prior written approval of the Architectural Control Committee.
- (d) **BUILDING MATERIALS:** All buildings erected upon any building site shall be of stone, brick, frame, concrete or pumice block construction, and all exterior surfaces (including the roof) of all dwellings shall be finished, painted and maintained in earth-tone colors resembling tones or colors of natural materials native to the natural environment of the area. No exposed cinder block construction, reflective metal roofs or buildings will be allowed.
- (e) **ANIMALS:** No lot or building site or portion thereof shall be used for the keeping or pasturing of goats or swine, or keeping of chickens, ducks, pigeons or other poultry. Dogs, cats or other household pets may be kept, providing that no animals are kept, bred or maintained for any commercial purposes, and further provided that no animals shall be allowed to consistently disturb other residents or otherwise constitute a nuisance. A maximum of two horses or two cows (or one of each) per platted lot may be kept upon a lot which is less than or equal to one acre in size. One additional horse or cow may be kept for each one-half acre in size above one acre; provided, however, that no animals shall be kept, bred or maintained for any commercial purposes.
- (f) **FENCES:** No fence, hedge or boundary wall situated anywhere upon a building site shall be of a height greater than five (5) feet above the graded surface of the ground upon which such fence, hedge, wall or utility pole is situated. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all building sites. All fences must be of natural materials and of a "see through" type, as determined by the Architectural Control Committee in its sole discretion, which Committee may also grant a variance from this requirement for particular lots, by instrument in writing, upon the application of any lot owner.
- (g) **EXCAVATION:** No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with plans approved by the Architectural Control Committee. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas, or other hydro-carbons, minerals, rocks, stones, gravel or earth. The elevation of a lot shall not be changed so as to

materially affect the surface of the surrounding lots. The provisions of this subparagraph (h) shall not apply to Grantor.

- (h) RESTRICTIONS ON SIGNS: No signs or advertising devices of any nature shall be erected or maintained on any property except as necessary to identify the ownership of the property and its address; or as may be necessary or desirable to give direction, advice and regulations, or caution or warn of danger, and such signs as may be otherwise required by law; except that one (1) professional sign, not over three (3) square feet in area, may be displayed in a dignified manner for the purpose of advertising a lot in this tract for sale, lease or rent, and signs used by a builder to advertise the property during the construction and sales period. The original developer may display signs in the tract during its sales program, for the purpose of advertising the sale of lots within the tract.

- (i) MOVING OF BUILDINGS -- CONSTRUCTION OF OUTBUILDINGS: No buildings or structures shall be moved onto said property except for a new prefabricated structure or modular home (specifically excluding mobile homes and trailer houses) of a type and design approved by the Architectural Control Committee. No trailer houses or mobile homes will be permitted on said tract, except during construction of a residence, and then only with permission of the Grantor. No basement, trailer, junk cars, tent, shack, garage, barn or other outbuildings erected on a tract shall at any time be used as a residence, temporarily or permanently, except that a recreational travel trailer, camper or motorhome may be used for recreational purposes for a period not to exceed thirty (30) consecutive days (but not exceeding a total of sixty (60) days in any calendar year), or during construction of a residence by permission of Grantor. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

- (j) 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 system if one is constructed, which pipe shall be placed at a depth and made of a type of material approved by Adams County and State of Idaho health authorities.

Drainage on any septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority, and Grantor shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers or lakes, and all sanitary facilities must conform with the requirements and recommendations of Adams County, the State of Idaho, Grantor, or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than 100 feet to a stream, river or lake (or greater if required by applicable governmental regulation), and shall not in any way contribute to the pollution of said stream, river or lake.

- (k) REFUSE AND DUMPING: No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers which meet the requirements of the sanitation ordinances and regulations of Adams County and the State of Idaho health authorities. Such sanitary containers shall be kept out of sight of the street and removed from lot at regular intervals. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when a grantee is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.
- (l) NUISANCES: No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade, business or professional activities, including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of Grantor conducting their business from their residence or from a sales office on the property; Grantor's development, construction or mining activities or activities such as manufacturer's representative, accounting, or such other personal business activities which are not incompatible with the residential atmosphere of the development, as may be approved by Grantor in writing. No hunting or target practice or discharge of firearms is allowed upon the property. There shall not be stored, kept, maintained or permitted to be upon any portion of any of the subject lots in this tract, not fully enclosed by permanent building, any old metal, broken down machinery or broken down material commonly designated as "junk."

- (m) MAINTENANCE OF PROPERTY: All property and improvements thereon shall be kept and maintained by the owner in a clean, safe, attractive and sightly condition and in good repair. Weeds and shrubbery near any structure presenting a fire hazard, must be removed, and diligence in maintaining this shall become an obligation of the homeowner. If the homeowner fails to comply, the Artchitectoral Control Commi ee may delegate persons to remove same at the expense of the homeowner.
- (n) DRAINAGE: Natural drainage patterns shall not be altered in a manner which will result in the diversion of additional water onto adjoining lots.
- (o) LIGHTING: Yard lights (e.g., mercury vapor lamps, etc.) which may disturb neighbors are prohibited; provided, however, that nonoffensive landscaping lights shall be allowed subject to approval by the Architectural Control Committee.
- (p) REMOVAL OF TREES: No trees shall be removed from said tract except those necessary to construct residence and outbuildings without prior approval of the Architectural Control Committee.
- (q) LAUNDRY FACILITIES: All clothes lines or other outside laundry facilities, if any, shall be maintained on the rear portion of each of the subject lots in this tract, or shall be fenced in such a way as to prevent being seen from the street.
- (r) TENANTS: It shall be the responsibility of the owners of the subject lots within this tract to make sure that their tenants, if any, are fully aware of and abide by all of the conditions set forth in this Declaration at all times.
- (s) ANTENNAS: No antennas, with the exception of television, including but not limited to antennas used for amateur radios, FM radio or AM radio shall be erected or maintained upon the outside of any building in this tract except such antennas as are approved by the Architectural Control Committee.
- (t) CHIMNEYS AND WOOD STOVES: All wood stoves and fireplace chimneys must have spark arrestors.

3. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee ("Committee") shall be composed of three (3) members appointed by Grantor. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his successor. Pending such appointment, the remaining members shall discharge the functions of the Committee. At any time, the Committee may, by recorded statement to that effect, relinquish the right herein reserved to appoint and maintain the Committee, and at such time, or at any other time notwithstanding this

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provision, the then record owners of fifty percent (50%) or more of the lots in said tract may elect and appoint a committee of three (3) or more of such owners to assume and exercise all of the powers and functions of the Committee specified herein. No member of any Architectural Control Committee, however created, shall receive any compensation or make any charge for his services as such. The following named persons are hereby designated as the initial members of the Committee:

Forrest Williams
Kay Williams
Steve Ray

4. ARCHITECTURAL APPROVAL: No building or other structure shall be erected, placed or altered on any lot until the owner has submitted the following information to the Architectural Control Committee and received prior written approval:

- (a) Two (2) sets of plans and specifications for the proposed improvement.
- (b) A plot plan of the lot showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed.
- (c) Drawings showing all building exterior elevations.
- (d) A description of exterior materials and colors to be used on the proposed improvement.
- (e) The proposed construction schedule.

5. BASIS FOR APPROVAL OF IMPROVEMENTS: The Architectural Control Committee shall grant the requested approval only if:

- (a) The owner shall have strictly complied with the provisions of paragraph 4 above.
- (b) The Architectural Control Committee finds that the plans and specifications conform to the Granite View Restrictions, including the Committee's rules in effect at the time such plans were submitted to it.
- (c) The members of the Committee, in their sole discretion, find that the proposed improvement would be compatible with the standards of this development and the purposes of the Granite View Restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, as to location with respect to topography and finished grade elevation, and as to the square footage as referred to in subparagraph 2(c) hereinabove.

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All approvals given under this paragraph 5 shall be in writing; provided, however, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee shall be deemed approved. One (1) set of plans as finally approved shall be retained by the Committee as a permanent record.

6. WORK PROSECUTION: Upon receipt of approval from the Committee pursuant to paragraph 5 above, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be in, all cases, within eighteen (18) months from the date of such approval. If the owner fails to comply with this paragraph, any approval given pursuant to paragraph 5 above shall be deemed revoked unless the Committee, upon written request of the owner made prior to the expiration of said eighteen (18) month period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

7. FAILURE TO COMPLETE WORK: The owner shall in any event complete the construction, reconstruction, refinishing, or alteration of any such improvement within eighteen (18) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, national emergencies, natural calamities or other supervening forces beyond the control of the owner or his agents. If owner fails to comply with this section, the Architectural Control Committee shall proceed in accordance with the provisions below as though the failure to complete the improvement were a noncompliance with approved plans.

8. COMPLETION OF CONSTRUCTION:

(a) Any residence or other building in said tract, the construction of which has been started, shall be completed without delay, except when such delay is caused by acts of God, strikes, actual inability of the owner to procure deliveries of necessary materials, or by interference by other persons or forces beyond the control of the owner to prevent. Financial inability of the owner or his contractor to secure labor or materials or discharge liens or attachments shall not be deemed a cause beyond his control.

(b) In the event of cessation of construction of any building for a period of 180 days, where such interruption is not excused by the provisions hereof, the existence of such incompleting buildings shall be deemed to be a nuisance, and the Architectural Control Committee shall have the right, upon thirty (30) days' written notice to owner, to enter upon said incompleting premises and remove the same, or carry such construction forward to completion, and the costs and expenses incurred in connection with such

removal or completion shall constitute a lien upon said property under the mechanic's lien law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in affecting such removal or as of the time of the commencement of the work so undertaken to complete such construction; and may be enforced in the manner provided for the enforcement of mechanic's liens.

9. FORMATION OF OWNERS' ASSOCIATION: Grantor has caused to be formed a mutual nonprofit corporation under the laws of the State of Idaho, known as the Granite View Owners' Association, Inc. (hereinafter "Association"), in which grantee, by the acceptance of a deed to a lot, agrees to become and shall be a member, and in which membership shall be limited to the purchasers or owners of building sites within Granite View Subdivision platted by Grantor and subjected to covenants of record requiring membership in the Association and payment of assessments to the Association. The Association has been formed for the purpose of ownership and maintenance of the roads, a central water system, if any, and other common service facilities and common areas within all subdivisions whose lot owners are members of the Association. Grantor reserves the right to use the roads on the property for future development, and no construction shall be permitted in roadways except as allowed in writing by Grantor. Grantee agrees to pay to the Association, dues or assessments for such purposes, the amounts of which may be fixed by its bylaws or by lawful act of its board of directors.

10. ASSOCIATION PURPOSES: The general purpose of the Association is to further and promote the community welfare of property owners in the subdivision. The Association is to be responsible for the maintenance, repair and upkeep of common areas and community facilities within all subdivisions whose lot owners are members of the Association, including any recreational facilities which may be constructed (such as swimming pools, spas, tennis courts, etc.), central water facilities, the appurtenant drainage, slope and other utility easements reserved by Grantor, and other amenities. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the streets and other properties to which the Association has title.

In the event a central water service to the property is constructed (for either domestic water or irrigation water), any grantee of a lot within the property shall have the right, at grantee's cost, to hook a three-quarter (3/4) inch water line onto the central water system, upon such terms, conditions and for such consideration as the Association may reasonably require. Connection to the central water system is not required. Each lot owner will be required to pay Association assessments which support water system service and operation, whether or not central water service has been extended to the property, and whether or not central water service is being provided to the owner's lot by the Association. Among other things, the following policies shall be applicable with respect to water service

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provided by the central system, until such policies are modified by the Association, through its Board of Directors:

- (a) Only members of the Granite View Owners' Association, Inc., in good standing, are eligible for water service from the Association.
- (b) The Association supplies water at cost and not for profit, and the Association will assess water users for water service and collect such assessments pursuant to these covenants and the Association's Articles of Incorporation and Bylaws. Each grantee served with water by the Association shall promptly pay, when billed, said grantee's water assessments, including any applicable fees or surcharges.
- (c) WATER USAGE IS LIMITED TO 500 GALLONS PER DAY. If any grantee uses more than 500 gallons of water per day, (including water for irrigation use), either measured at any particular point in time or on an average usage over a certain period of time, said grantee shall be liable to pay a surcharge in an amount to be set by the Association's Board of Directors for each time that water usage exceeds the amount allowed.
- (d) Any assessment for water service, including any surcharge for excess use, shall constitute a lien upon the real property of the water user so assessed. Such lien may be enforced in the manner provided in Section 10 of these covenants.
- (e) In the event a grantee repeatedly uses more water than allowed hereby or violates other rules or regulations of the Association concerning water use, the Association shall have the right to terminate water service to said grantee's premises.
- (f) Each water user shall, at the time of connecting to the water system, install a shutoff valve and flow meter in a location which is easily accessible by the Association.
- (g) Grantee shall claim no damage on account of the stoppage of the flow of water resulting from accident, or when stoppage is necessary to make alterations, repairs or improvements.
- (h) Grantee shall keep all plumbing fixtures on grantee's premises in good repair and shall promptly stop all leaks from such plumbing fixtures.
- (i) The Division of Environment of the Idaho Department of Health and Welfare (or any other public agency having jurisdiction) shall have the right to make reasonable inspections of the water system and water service facilities, including those located upon a grantee's lot or within his residence.

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- (j) All water users shall comply with any requirements imposed by the Idaho Department of Health and Welfare or by local regulatory agencies concerning water use or water service facilities.
 - (k) The Association shall monitor and keep records of the amount of water used on each lot and of the pressure in the water system. Such records shall be made available for reasonable inspections by the Division of Environment of the Idaho Department of Health and Welfare.

If the Association or the developer of Granite View proposes to form a water district which would include the property purchased by a grantee, said grantee shall consent to the inclusion of such property within such a water district; and, Grantor hereby reserves the right to appoint the Association as attorney-in-fact for the purpose of signing the signatures of all grantees on any petition or other document necessary or appropriate to facilitate the formation of such a water district.

Grantor may, in its sole discretion, at some time in the future, convey to the Association the water system, or a portion thereof, furnishing water to the property, so long as said water system is free and clear of monetary liens and encumbrances. Similarly, if Grantor installs a television system and/or a cable television system, and/or other amenities, Grantor may, at its option, transfer such systems or other amenities to the Association, in which case the Association shall accept the same and perform any repair and maintenance necessary or desirable.

11. ASSOCIATION PURPOSES: The general purpose of the Association is to further and promote the community welfare of property owners in the subdivision. The Association is to be responsible for the maintenance, repair and upkeep of common areas and community facilities within all subdivisions whose lot owners are members of the Association, including any recreational facilities which may be constructed (such as swimming pools, spas, tennis courts, etc.), central water facilities, the appurtenant drainage, slope and other utility easements reserved by Grantor, and other amenities. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the streets and other properties to which the Association has title.

12. ASSOCIATION MEMBERSHIP: Membership in the Association shall be required as a condition to owning any lot, parcel or tract of the property. Membership shall be appurtenant to the ownership of each lot and shall automatically pass with the transfer of title to such lot; provided, however, that such transfer shall not release the grantee from any obligations or liabilities incurred or incidental to membership prior to such transfer. Membership shall not be assigned, transferred or encumbered in any manner, except by the transfer of title to such lot; provided, however, that membership rights and privileges may be assigned to the holder of a mortgage

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or deed of trust thereon as further and additional security for a loan secured by such property.

13. VOTING RIGHTS: The corporation shall have one class of voting membership.

Members shall be all owners, with the exception of Grantor, and each shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, 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. Fractional votes shall not be allowed. The vote applicable to any said lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

14. LIENS: Members of the Association (except Grantor) may be charged by its board of directors from time to time with maintenance fees and membership dues. Any maintenance fees or membership dues which are not paid when due shall be delinquent, and if not paid within thirty (30) days after the due date, shall bear interest from the date of delinquency at the rate of thirteen percent (13%) per annum. Said maintenance fees and/or membership dues, plus costs of collection (including attorney's fees) plus interest thereon and other charges, shall constitute and become a lien on the lot when the board of directors causes to be recorded with the Adams County Recorder a notice of lien which will state the amount owing to the Association; a description of the lot, and the name of the record owner thereof. Such notice shall be signed by the secretary of the Association on behalf of the Association. Upon payment of said charges in connection with which such notice has been so recorded, or other satisfaction thereof, the board of directors shall cause to be recorded a further notice stating the satisfaction and release of the lien.

Such lien shall be prior to all other liens recorded subsequent to the recording of said notice of lien, referred to herein.

The lien provided for herein may be enforced by sale by the board of directors of the Association, its attorney, or other persons authorized to make the sale, after failure of the responsible party to pay such charges in accordance with these covenants. Such sale shall be conducted in accordance with the provisions of the laws of the State of Idaho applicable to the exercise of powers of sale in deeds of trust by notice and sale, or in any other manner permitted by law.

15. COMMON AREA COVENANTS: Common Areas, if any, shall be kept exclusively as a scenic or natural open area, although portions of the Common Areas, not extensive in proportion to the total area of the Common Area, may be developed for nonprofit recreation and leisure-time activities; and portions thereof may be developed as may be reasonably necessary for installation of below-surface utilities, as may be necessary or desirable to

provide or improve access to or from or to enhance the use and enjoyment of the subdivision, or as may be necessary or desirable to protect, support or preserve any property. Upon conveyance of the Common Areas by Grantor to the Association, the Association shall accept title to said Common Areas. Grantor shall have the right to develop any Common Area as provided above while it owns the same and for two years after conveyance of such Common Area by Grantor to the Association or to an appropriate governmental authority. Common Areas shall at all times be held by Grantor or, upon conveyance thereof by Grantor to the Association, by the Association, or, with the consent of Grantor, by an appropriate governmental authority, including a park or recreation district, which is existing and willing to accept and maintain the same. Until and unless conveyed to a governmental authority, Common Areas shall be maintained by the Association and shall be held by Grantor or the Association for the exclusive use of owners of property, their invitees and guests, although Grantor, or upon conveyance thereof to the Association, may at any time and from time to time restrict use of all or portions of any Common Area to certain uses and/or to certain persons or classes of persons, and may prescribe rules and regulations governing the use of Common Areas.

16. MAINTENANCE OF PROPERTY: All property within the subdivision, including common areas, and all improvements on any such property, shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair. Common areas shall be maintained by the Association, notwithstanding the fact that the common area may not have been conveyed to the Association by Grantor.

17. ACCESS: All streets, roads and other access to the lots on the property will be owned by the Association and will be maintained by the membership. Such maintenance shall include snow removal. The use of such roads, streets and other access shall be used only by members of said Association and their guests, and other individuals authorized by the board of directors of the Association. Any sums paid for easements along or across said roads shall be paid to Grantor. All record owners of the lots must comply with all regulations, rules and bylaws authorized by the board of directors of said Association. Snowmobiles, motorcycles, and go-carts shall have operational mufflers affixed, and such vehicles shall be used upon the property strictly for transportation purposes only; and "joyriding" or recreational use of such vehicles is absolutely prohibited.

18. EASEMENTS: Grantor, for itself, its successors and assigns, reserves a 12-foot easement along all road rights-of-way and a 6-foot side easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim or cut or remove any trees and/or brush, and the right to locate water lines, guy wires, braces and anchors wherever necessary (whether or not within the 6-foot easement specified above) for said installations, operation or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto,

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sewer lines, culverts a drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. In the event an owner of two (?) or more adjoining lots constructs a building which crosses over a common lot line, Grantor may, at its option, release the easement which would otherwise affect said common lot line.

Grantor further reserves the right to grant utility easements across any of the lots within the property in favor of the Association or in favor of any other company or entity providing utility service, for the installation of power lines, telephone lines, water lines, cable television lines, gas lines, sewage lines, or other utility service lines, equipment or facilities, and for the maintenance, repair and replace of such lines, equipment or facilities; provided, however, that whether or not stated in the instrument granting the same, any such easement shall be subject to the condition that, following the grant of such easement, sufficient area shall remain on each affected lot to allow for construction of a residence thereon and reasonable use thereof. Any such utility easement shall be valid and effective when granted by an instrument executed by Grantor, whether or not such instrument is executed by the then record owner(s) of any affected lot(s).

Boise Cascade Corporation, its successors and assigns, has an easement across the property for logging purposes. A copy of that easement is available from the County Recorder's office or upon request from the Grantor.

19. FIRE AND OTHER HAZARDS: Grantees will not use the property, nor permit others to use said property, in any way that will increase the fire or other hazard on the property or surrounding property, or any parts thereof, nor shall grantees maintain or permit to be maintained in or about the premises any article which may increase said fire or other hazard. Grantees, at grantees' sole cost and expense, shall comply with any and all requirements pertaining to said property of any insurance organization or company, Grantor, United States Forest Service, Adams County, or the State of Idaho necessary for fire protection for use of said lands.

20. TERM: These protective restrictions and covenants shall run with the land described herein and shall be binding upon the grantees and all successors in title or interest to said property or any part thereof, until twenty (20) years from the date hereof, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years, unless the owner or owners of the legal title to a majority of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Adams County Recorder. Such instrument or instruments shall contain references by volume and page numbers to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GRANITE VIEW - 13

IN WITNESS WHEREOF, this Amended Declaration of Covenants, Conditions and Restrictions has been duly executed this 22nd day of April, 1983.

GRANTOR:

Forrest J. Williams
Forrest J. Williams

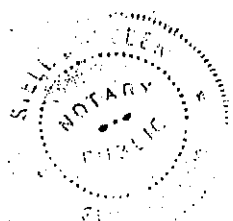
Kay Williams
Kay Williams

STATE OF IDAHO)
) ss.
County of)

On this 22nd day of April, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared FORREST J. WILLIAMS and KAY WILLIAMS, known to me to be the persons whose names are subscribed to the within instrument, and 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 in this certificate first above written.

Stella Muller
Notary Public for Idaho
Residing at:



21. ASSIGNMENT BY GRANTOR: Grantor reserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

22. AMENDMENT: These covenants, conditions and restrictions may be amended by an instrument in writing, signed by the owners, including Grantor, of not less than two-third (2/3) of the square footage area included within all of the Granite View Subdivision platted. Any amendments must be recorded, and the same shall become effective upon the filing of such instrument of record in the office of the Adams County Recorder. Notwithstanding anything to the contrary contained herein, no provision concerning the central water system contained herein or in the Articles of Incorporation of the Association shall be amended without the prior written approval of the Idaho Department of Health and Welfare.

23. VIOLATIONS: If the grantee or owner of any lot, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots on said property to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other relief for such violation. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and costs. Grantor or the Association may cure any violation and assess the owner in violation for the costs of so doing, which assessment shall be a lien upon said owner's lot, enforceable as provided in paragraph 13 above.

The various restrictive measures and provisions of these restrictions and covenants are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said tract and all the owners, and failure promptly to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

24. SEVERABILITY: The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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INSTRUMENT NO. ⁶⁵⁹¹⁹
65919

State of Idaho
County of Adams

Filed for record at the request of

Kay Williams

30 min. past 11:00 o'clock A.M.

this 22nd day of April, 1983.

Bk 12M of Miscellaneous, PG 46

MICHAEL FISK, RECORDER

by [Signature]
Deputy

Fee \$ 30.00

AMENDED DECLARATION OF COVE-
NANTS, CONDITIONS AND RE-
STRICTIONS FOR GRANITE VIEW

Forrest J. & Kay Williams

to

Public