

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR MEADOWCREEK RIVER RANCH SUBDIVISION**

For Platted Lands in Adams County, Idaho.

THIS DECLARATION is made this 19TH day of JULY, 2001, by the McNeal Family Limited Partnership, hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article III of this Declaration ("the Property") and desires to create on a portion thereof a residential community;

WHEREAS Declarant desires to provide for the preservation of the values and amenities in the Property, and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof; and,

NOW, THEREFORE, the Declarant declares that the Property, and such additions to the Property as may be made pursuant to Article X hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

**ARTICLE I
DECLARATION**

Declarant hereby declares that each lot, parcel or portion of the Property located within MeadowCreek River Ranch, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (I) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (II) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (III) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each Grantee or Owner and such Grantee's or Owner's respective successors in interest; and (IV) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

Instrument # 100240
COUNCIL, ADAMS, IDAHO
2001-08-15 01:50:55 No. of Pages: 30
Recorded for : TIMBERLINE TITLE & ESCROW
MICHAEL FISK Fee: 90.00
Ex-Officio Recorder Deputy _____
Index to: COVENANTS

**ARTICLE II
DEFINITIONS**

Architectural Control Committee: The term "Architectural Control Committee" shall mean the committee created pursuant to Article VIII.

Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Assessments: "Assessments" shall mean those payments required of Residential Owners, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Association: "Association" shall mean the MeadowCreek River Ranch Property Owners' Association.

Association Rules: "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Residential Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

Board: "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

Bylaws: "Bylaws" shall mean the Bylaws of the Association.

Committee: The term "Committee" shall mean the Architectural Control Committee.

Declarant: The term "Declarant" shall mean McNeal Family Limited Partnership, a Wyoming limited partnership, or its successors in interest, or any person or entity to whom rights under this Declaration are expressly transferred by McNeal Family Limited Partnership.

Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

Dwelling, Dwelling Units: The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Lot: The term "Lot" shall mean any parcel of real property located in the Residential Property and designated as a Lot on the Recorded plat of the Existing Property.

Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Adams County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Record, Recorded: The term "Record" or "Recorded" shall mean with respect to any documents, the recordation of said document in the Office of the County Recorder, Adams County, Idaho.

Residence: The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

Residential Owner: The term "Residential Owner" shall mean any Owner of a Lot within the Residential Property.

Residential Property: The term "Residential Property" is defined at Section 3.02 below.

Single Family Residential Use: The term "Single Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules or regulations.

Structure: The term "Structure" shall include buildings, outbuildings roads, driveways, parking areas, fences, walls, stairs, decks and poles.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

3.01 The Property: The real property which makes up the MeadowCreek River Ranch Subdivision, as platted with the Adams County Recorder, is located in Adams County, Idaho and is more particularly described at **Exhibit "A"** attached hereto and incorporated herein by reference (hereafter the "Existing Property").

3.02 Residential Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Adams County, Idaho and is more particularly described as Lots 1, 2, 3, 4 and 5 of MeadowCreek River Ranch, as platted with the Adams County Recorder, as well as any additional Lots which may be annexed into MeadowCreek River Ranch pursuant to Article X below.

ARTICLE IV
PROTECTIVE COVENANTS

4.01 Land Use and Living Units: All of the subject lots in the Residential Property shall be used and occupied solely for single family residential purposes, or agricultural purposes, as allowed herein. There shall be no commercial use of the Residential Property, including but not limited to in-home businesses and pasture rental.

None of the subject lots or parcels which are part of the Residential Property shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Recorded Plat of MeadowCreek River Ranch subdivision property, in the office of the County Recorder of Adams County, Idaho.

All single family residences shall be subject to the following conditions and limitations:

A. No buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence, or the care and keeping of animals, shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house and the like, but is not intended to exclude a guest house for the entertainment of social guests, or servants or caretakers' quarters, for persons employed upon the premises, if such guest housing is allowed by applicable Adams County Ordinances. There shall be no more than a maximum of three (3) buildings allowed on any lot, of which only two (2) may be occupied.

B. No structure of a temporary character, to specifically include mobile home, basement, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the Architectural Control Committee is obtained, such approval to be obtained in the same manner as for new construction.

C. Visitors and guests may park a camper, motor home or trailer in the Subdivision for a reasonable term, not to exceed two (2) weeks consecutive duration nor more than a total of thirty (30) days each calendar year, except with special permission of the Architectural Control Committee.

D. A residence shall contain a minimum of 2,000 (1,500 on ground floor) square feet of total living area; and all construction must be of good quality and done in a good workmanlike manner.

E. All buildings shall be placed within the "building envelopes", as depicted on the Plat, and shall not in any case be located within fifty (50) feet of a street right-of-way or within fifty (50) feet of an adjoining property line. No construction shall occur within designated wetlands areas or within the "flood plain limits" as depicted on the Plat.

F. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on, or removed from, the Residential Property unless and until the building plans, specifications and plot plan, or other appropriate plans and specifications, have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The procedures for review are more fully set forth in Article VIII. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and other improvements on the Residential Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

G. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed, if in conformity with the provisions of this Declaration and the applicable ordinances of Adams County. Garages, storage sheds, patio covers, and detached patio covers, shall be constructed of, and roofed and sided with, the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot.

H. All access driveways shall have a wearing surface approved by the Architectural Committee and shall be graded to assure proper drainage. Where driveways intersect County roads, design approval of the approach shall be obtained from the Adams County Building Inspector. A ten (10) foot driveway setback from property lines shall be required.

I. Each residential structure shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration.

J. Exterior lighting, including flood lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design and shall be approved by the Architectural

Committee. Lighting shall be restrained in design, shall be directed at the ground, and excessive brightness shall be avoided. For instance, lighted arenas shall not be allowed.

K. The maximum height of any building shall be in compliance with the applicable Adams County land use or zoning ordinances, but shall not exceed thirty (30) feet in height, measured from finished grade, adjacent to the highest point of any roofline.

L. Roofs shall be required to be of pitched design and shall be covered with non-flammable materials (e.g. composition shingle). Fire retardant wood shingles or shakes shall be discouraged, but may be used with prior consent of the Architectural Committee. Metal roofs are prohibited.

M. No exterior surfaces of any structure shall be painted other than earth tones, excluding trim. For example, white is not an earth tone, and shall not be permitted on the exterior surface of any structure, excluding trim. No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, but may be a manufactured product, such as wood manufactured siding. Vinyl siding is specifically prohibited. Prior to construction, samples of such materials must be approved by the Architectural Control Committee.

N. TV Satellite dishes (larger than 24 inches) should be screened from view of the road and other homes, if possible, and be first approved by the Architectural Control Committee.

4.02 Landscaping: All lots shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain minimal natural landscaping on the rear and side portions of the lot as well as the front lot area. All disturbed areas shall be re-established with native vegetation. In the event of neglect to properly maintain and care for any such lot, or to provide for such minimal landscaping, the Architectural Control Committee shall have the right, but shall have no obligation, to have the necessary work performed on any parcel to keep it from presenting an unsightly appearance, the charges for work so performed to be billed to, and paid for by, the owner or owners of such lot and become a lien upon the property. Use of native vegetation is encouraged in order to create a harmonious theme within the subdivision.

All landscaping, exterior structure surfaces, dimensions and locations on the lot shall be approved by the Architectural Control Committee prior to commencement of any work thereon. Planting trees is encouraged on Lots without trees. Proper planning is required so matured trees do not unreasonably block the views of adjacent lot owners. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the MeadowCreek River Ranch Subdivision.

4.03 Animals: Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Residential Property other than dogs, cats or other household pets, provided that the same are not kept, bred or maintained for commercial purposes. No more than two (2) adult dogs will be allowed per Lot. The same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof. Dogs shall not be allowed to disturb wildlife, waterfowl or other game species.

Horses or llamas may be kept and maintained on any Lot, provided that the maximum number of such "large" animals which may be kept on any one lot shall be equal to one animal for each 5 acres. This restriction shall be calculated based upon the total number of acres in the Lot. Special arrangements may be made for one or two lot owners to provide horse or llama boarding for members of the association.

Each Lot Owner shall be required to fence in their own animals, pursuant to the fencing requirements of Section 4.11. Animals shall not be allowed outside of the fenced area which is defined in Section 4.11.

4.04 Garbage, Refuse Disposal and Storage of Materials:

A. No parcel shall be used or maintained as a dumping ground for rubbish, trash, junk or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight of the street and secure from access by domestic or wild animals and must be removed from the parcel at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

B. All snowmobiles, extra vehicles, boats, boat trailers, travel trailers, camper trailers, motor homes, automotive campers or any other similar property on any lot stored beyond the time frame contemplated in Section 4.01C herein, such storage is considered to be of a permanent nature, said property shall be stored in an enclosed building of permanent design.

C. No building materials of any kind shall be placed or stored upon any lot until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such lot.

D. No burning of any household garbage, trash or other noxious refuse shall be permitted on any lot unless in a contained structure with spark eliminator (Note: extreme caution during fire season). Any other burning shall take place only with proper notification to the New Meadows Rural Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed.

4.05 Nuisances: Discharge of firearms is strictly prohibited and no one shall perform in the Residential Property any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over, any part of the Residential Property or creates noxious, offensive, annoying or dangerous odors or noises or visual or tactile conditions or creates or leaves a residue of non-degradable substances.

4.06 All Terrain Vehicles: Except as associated with agricultural activities, all terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be operated within the Subdivision only for direct ingress and egress from the owner's lot to areas outside of the Subdivision, and must obey posted speed limits and be courteous to horseback riders. Whether a violation of this sub-paragraph has occurred shall be determined by the Board or the Architectural Control Committee.

4.07 Prohibited Lot Uses:

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Residential Property.

B. No outdoor privy or any common cesspool shall be installed on any lot at any time except as required during residence construction.

C. Nothing shall be done or kept on any lot by any person which will increase the rate of insurance on any other lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D. No excavation shall be made on any parcel except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.

4.08 Utilities: The Declarant shall provide underground electrical power and phone service to the edge of each lot. The purchaser and owner of each parcel agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. Solar panels are allowed but need to be approved by the Architectural Control Committee. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase. Each lot owner is responsible for drilling a well and developing a septic system.

4.09 Weed Control: All Residential Owners shall conform to the county ordinances and state laws relating to noxious weed control, and if they fail to do so the Association or Architectural Committee, or their agents, shall have the right to come on the property and do

what is necessary to make the property conform to such laws and ordinances at the lot owner's expense.

4.10 Signs: No signs of any kind containing more than six (6) square feet shall be displayed to the public view on any lot. Entrances to the area shall be signed in such a manner as to advise hunters and motorists of a residential community. One sign identifying the Contractor during construction or advertising a house or lot for sale shall be permitted per lot. The sign shall not be placed more than forty eight (48) inches above the prevailing ground plane, nor closer than twenty (20) feet to a street or road right-of-way.

4.11 Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on any Lot; save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge higher than four (4) feet, six (6) inches, but in no event higher than six (6) feet, may be erected and maintained on any lot. The Board shall develop rules for a uniform fencing requirement, pursuant to the terms of Section 5.06 with regard to Association Rules. Such rules shall document a uniform style and the materials to be utilized in each type of fencing; for example, perimeter and pasture fencing should be uniform, while enclosures for domestic animals may have different requirements.

All exterior, interior or cross fencing shall first be approved by the Architectural Control Committee. Each individual lot owner shall maintain any existing perimeter fencing in good condition at all times.

As stated in Section 4.03, each Lot Owner shall be responsible for fencing in their own animals. In other words, any Lot Owner desiring to maintain large animals shall be required to fully enclose the area occupied by such animals. Further, as is provided below, no animals shall be allowed within the four hundred foot (400') riparian zone described immediately below, except that Lot Owners may trail ride horses within the riparian zone.

Fencing shall be set back from the Little Salmon River as follows:

(a) On the West side of the River, fencing shall be constructed a minimum of two hundred feet (200') from the existing ordinary and natural high water line of the Little Salmon River; and,

(b) On the East side of the River, fencing shall be constructed a minimum of two hundred feet (200') from the existing ordinary and natural high water line of the Little Salmon River.

Fencing shall be set back from Lewis Creek a minimum of fifty feet (50') from the existing ordinary and natural high water line on both sides of the Creek.

There shall be no fencing within the West Side Ditch Easement, which easement is discussed at Section 4.18 below.

4.12 Drainage: There shall be no interference with the established drainage pattern over any portion of the Residential Property unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Residential Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Control Committee.

4.13 Parking: Parking shall be accommodated on Lots with no parking of vehicles allowed on private or public streets. The improvements on each Lot shall provide at least a two-car garage.

4.14 Fire Hazard Mitigation: All roofs shall be covered with fire resistant material. The use of fire retardant wood shakes or shingles shall be discouraged and shall be allowed only with the prior consent of the Architectural Committee, which may base its decision on the recommendation of the Meadows Valley Rural Fire Protection Association. No combustible material shall be placed or allowed to accumulate within three (3) feet of a structure. Within a thirty foot (30') perimeter surrounding a dwelling, grasses shall be kept below six inches (6") in height, shrubs and trees shall be appropriately thinned, mature conifers shall be limbed to a height of eight feet (8') above the ground and all dead and down wood shall be removed.

4.15 Wetlands: The designated Wetlands within the Subdivision shall be treated and managed in accord with regulations of the U.S. Army Corp of Engineers. No construction other than fences will be allowed in Wetlands areas except construction which is approved by the U.S. Army Corp of Engineers.

4.16 Tree Cutting: The cutting of any live trees more than eight (8) inches in diameter shall require prior approval from the Architectural Control Committee.

4.17 Water Rights / West Side Ditch: Each Lot shall be allocated water rights and designated points of diversion from the West Side Ditch, subject to the approval and regulations of the Idaho Department of Water Resources. Each Lot Owner shall be required to construct the delivery system which will carry the water to the desired location on their own Lot. The delivery system for Lot 5 shall run along the Ingress, Egress and Utility Easement which is shown on the Plat, and which provides access to Lots 4 and 5. Lots 1, 2, 3 and 4 will have points of diversion located within the respective Lots.

Water Rights in the West Side Ditch shall be subject to the water rights of other property owners outside of MeadowCreek River Ranch which have perfected water rights in the Ditch. Declarant will retain a portion of the water right for additional property outside MeadowCreek River Ranch which is owned by Declarant, subject to approval and regulations of the Department of Water Resources. The Declarant shall have exclusive discretion to determine the specific water rights allocation among properties, as aforesaid.

The West Side Ditch Easement is an easement shown on the Plat, and which will be recorded with the Adams County Recorder by Declarant within 30 days of recording the final Plat. The purpose of the West Side Ditch Easement is to allow for access to, and maintenance and repair of, the West Side Ditch. There shall be no cross fencing or other construction within the West Side Ditch Easement.

4.18 River Trail Easement: All of the Lots shall be subject to, and all of the Lots shall have the right to utilize, the River Trail Easement, which easement is shown on the Plat, and will be recorded with the Adams County Recorder by Declarant within 30 days after recording the final Plat. The River Trail Easement shall run from the center of the Little Salmon River to a point which is two hundred feet (200') above the ordinary and natural high water line, on both sides of the Little Salmon River. Declarant, or Declarant's assigns, shall have the right to create and impose rules with regard to the use of the River Trail Easement, and shall maintain the easement.

People who shall have a right of use of the River Trail Easement, subject to the aforesaid rules, are as follows: the Residential Owners; Declarant; the Meadow Creek Golf Course and Resort and its guests; members of the MeadowCreek Property Owner's Association; any other party to whom the Declarant may grant use of the Easement; and, at Declarant's or Declarant's assigns discretion, the general public. Any such use shall be pursuant to the rules and regulations imposed by Declarant or Declarant's assigns.

The use of the Easement shall be for non-motorized recreational day use only, such as hiking, mountain biking, horse trail riding by Lot Owners, and fishing. No camping or hunting will be allowed.

Declarant or Declarant's assigns shall carry liability insurance for the River Trail Easement, and shall hold harmless Residential Owners from liability arising from the Easement.

ARTICLE V

MEADOWCREEK RIVER RANCH PROPERTY OWNERS' ASSOCIATION

5.01 Organization: The MeadowCreek River Ranch Property Owners' Association shall be initially organized by Declarant as an Idaho non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

5.02 Membership: Every person or entity who is a recorded Owner of a fee or undivided fee interest in any Lot within MeadowCreek River Ranch shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, the fee

ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Transfer of a Lot shall automatically transfer membership in the Association.

5.03 Voting Rights: The Association shall have one (1) class of Members, all of whom shall be voting members.

All Members 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 entitled to all rights and privileges of membership. The vote for such Lot shall be exercised as its Owners collectively determine but in no event shall more than one (1) vote be cast with respect to any Lot.

5.04 No Fractional Votes; No Severance of Voting Rights: Fractional votes shall not be allowed. In the even that joint Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant except that any Owner may give a revocable proxy or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner subject to any assignment of the right to vote to a lessee, mortgage or beneficiary as provided herein.

5.05 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws as the same may be amended form time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.06 Powers and Duties of Association:

A. Powers: The Association shall have all the powers of a corporation organized under the nonprofit 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, Bylaws and 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 the Association under Idaho law and under this Declaration and the Articles and Bylaws and to do and perform any and all acts which may be necessary to, proper for or incidental to the proper management and operation of the Associations affairs and the performance of the other responsibilities herein assigned without limitation:

(1) Assessments: The power to levy Assessments on any Member or any portion of the Property and to force payment of any Assessments all in accordance with the provision of this Declaration.

(2) 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 who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or Bylaws, including the Association Rules adopted pursuant to this Declaration and to enforce, by injunction or otherwise, all provisions hereof.

(3) Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

(4) Association Rules: The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Association deems reasonable provided, however, that any Association Rules shall apply equally to all Owners, and shall not be inconsistent with this Declaration, the Articles or Bylaws. 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 such mailing or delivery the 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 such Association Rules and any provisions of this Declaration or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provision of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

(5) Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Association.

B. Duties: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

(1) Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable including, without limitation, directors and officers liability insurance.

(2) Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

(3) Architectural Control Committee: Appoint and remove members of the Architectural Control Committee subject to the provisions of this Declaration.

ARTICLE VI ASSESSMENTS

6.01 Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Property, each Owner of such Lot hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments and charges, together with interest at a rate established by the Board, costs and reasonable attorney's fees which may be incurred in collecting the same shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he remains an Owner.

6.02 Regular Assessments: All Lot Owners, including the Declarant, are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

A. Purpose of Regular Assessments if Required: The proceeds from any Regular Assessments are to be used to pay for all costs and expenses incurred by the Association and the Architectural Control Committee, including legal and attorney's fees and other professional fees for the conduct of their affairs, and a reserve fund therefore.

B. Computation of Regular Assessments: The Association shall compute the amount of its Expenses on an annual basis. There shall be no initial regular assessments.