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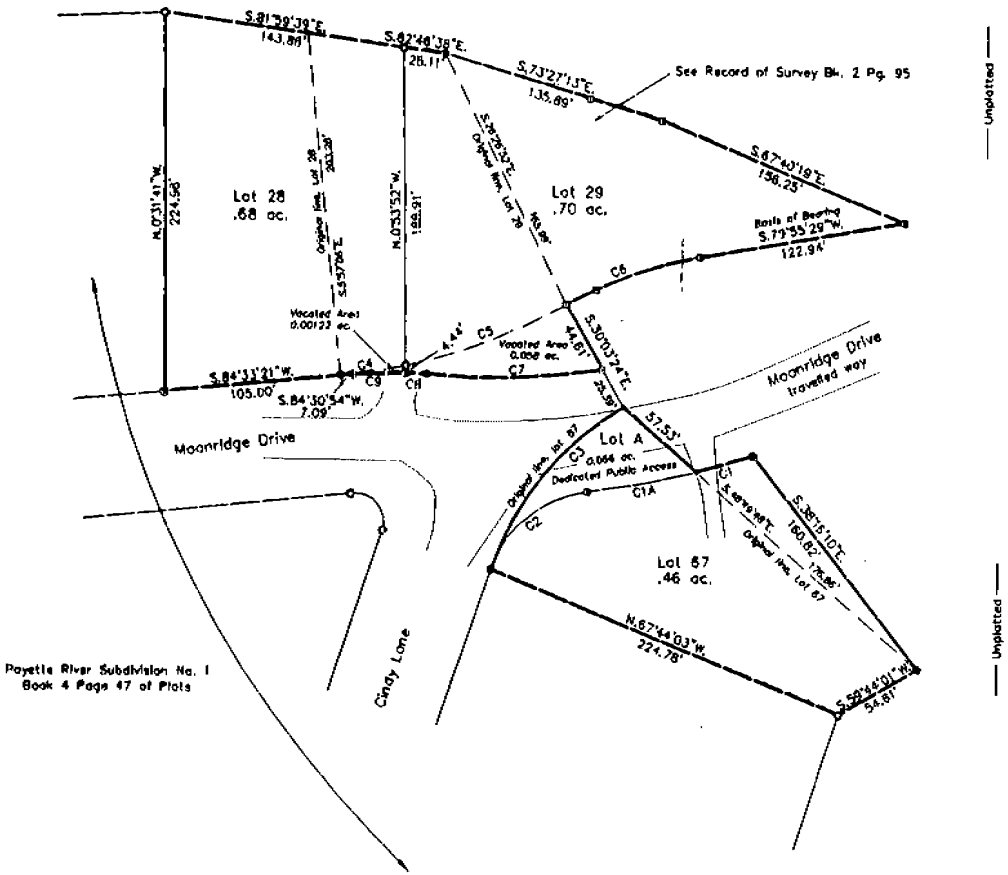
Book 8 Page 101 of Plats.
Instrument No. 235182

Restrictive Covenants filed
Instrument No. 235184

3:44 p.m.
9-14-98

FIRST AMENDED PLAT OF PAYETTE RIVER SUBDIVISION NO. 1

A replat of lots 28, 29 and 67,
Payette River Subdivision No. 1
and unplatted portions of the SE 1/4,
Sec. 30, T.18N., R.3E., B.M.,
Valley County, Idaho



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	905.00'	35.00'	17.51'	34.99'	N.73°47'23"E.	2°58'16"
C1A	905.00'	65.71'	32.90'	65.66'	S.79°50'10"W.	7°27'18"
C2	69.05'	78.25'	43.93'	74.13'	N.50°45'03"E.	64°39'48"
C3	175.39'	127.46'	66.69'	124.68'	S.39°07'27"W.	41°38'33"
C4	332.50'	39.31'	19.68'	39.29'	S.81°07'20"W.	6°48'27"
C5	332.50'	101.23'	52.03'	102.81'	S.68°50'26"W.	17°47'16"
C6	255.58'	84.24'	43.07'	84.94'	S.70°00'08"W.	19°07'54"
C7	435.00'	106.49'	53.41'	105.03'	S.88°00'00"W.	14°01'02"
C8	240.86'	12.21'	6.11'	12.21'	N.86°27'08"W.	2°54'19"
C9	240.86'	31.67'	15.86'	31.64'	S.88°18'17"W.	7°34'51"

HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be reimposed, in accordance with Idaho Code Title 50 Chapter 13, Section 50-1326, by the issuance of a disapproval.

Date:

District Health Department, EHS

Inst. # 235183

NOTES:

1. The subdivision is subject to all current zoning ordinances of Valley County.
2. This plat is subject to Idaho Code Section 31-3805. No irrigation water will be supplied to any lot herein.
3. There shall be a 10 foot Utility Easement contiguous to all Public Road Rights-Of-Way.
4. No lot shown on this plat will be served by any water system common to one (1) or more lots, but will be served by individual wells.

SCALE: 1" = 50'
Bearings based on ROS Book 2 Page 95.

LEGEND

- ◆ = Set 5/8"x30" rebar, marked LS 6021
- • = Point not set
- ■ = Found 5/8" rebar, marked LS 998
- O = Found 1/2" rebar, unmarked
- — = Original Lot Lines, Payette River Sub. No. 1

by
Russell Surveying, Inc.
McCall, Idaho
1998

SHEET 1 of 3

Book 8, Page 101, of Plats.
Instrument No. 235182

Restrictive Covenants filed
Instrument No. 235184

FIRST AMENDED PLAT OF PAYETTE RIVER SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of the following described parcels of land situated in the Southeast 1/4 of the Section 30, Township 18 North, Range 3 East, Boise Meridian, and Payette River Subdivision No. 1, Book 4 Page 47 of Plats, Valley County, Idaho, more particularly described as follows:

Lots 28 and 29:

Beginning at the southeast corner of the original Lot 29 of the above mentioned subdivision, thence, S.30°03'12"E., 44.61 feet to a point; thence 106.29 feet on a non-tangent curve to the right, whose radius is 435.00 feet, delta angle is 14°00'02", and long chord bears S.88°00'00"W., 106.03 feet to a point; thence 44.08 feet along a curve to the left, whose radius is 240.86 feet, delta angle is 10°29'10", and long chord bears S.89°45'27"W., 44.02 feet to a point; thence S.84°30'54"W., 7.09 feet to a point, the southwest corner of above mentioned Lot 29; thence, along the north Right of Way of Moonridge Drive, S.84°33'21"W., 105.00 feet to a point, the southwest corner of Lot 28 of the above mentioned subdivision; thence, departing said Right of Way, N.0°31'41"W., 224.96 feet to a point, the northwest corner of said Lot 28; thence S.81°59'39"E., 143.86 feet to a point; thence S.82°46'38"E., 25.11 feet to a point; thence S.73°27'13"E., 135.89 feet to a point; thence S.67°40'19"E., 156.25 feet to a point; thence S.79°55'29"W., 122.94 feet to a point; thence 85.34 feet along a curve to the left, whose radius is 255.58 feet, delta angle is 19°07'54", and long chord bears S.70°00'08"W., 84.94 feet to the point of beginning.

AND

Lots 67 and A

Commencing at the southeast corner of the above mentioned Lot 29; thence, along the northeasterly boundary of said Payette River Subdivision No. 1, S.30°03'24"E., 70.00 feet to a point, the northerly corner of Lot 67, Payette River Subdivision No. 1, the point of beginning:

Thence, along the original Right of Way of Moonridge Drive, 127.46 feet on a non-tangent curve to the left, whose radius is 175.39 feet, delta angle is 41°38'22", and long chord bears S.39°07'27"W., 124.68 feet to the westerly corner of said Lot 67; thence, departing said Right of Way, S.67°44'03"E., 224.78 feet to a point; thence N.59°44'01"E., 54.61 feet to a point; thence N.38°16'10"W., 160.82 feet to a point; thence, 35 feet on a non-tangent curve to the right, whose radius is 505.00 feet, delta angle is 3°58'16", and long chord bears S.73°47'23"W., 34.99 feet, to a point; thence N.48°49'48"W., 57.53 feet to the point of beginning.

Contained within the above described parcel is "Lot A", to be dedicated as Public Access, more particularly described as follows:

Beginning at the northerly corner of Lot 67, mentioned above; thence 127.46 feet on a non-tangent curve to the left whose radius is 175.39 feet, delta angle is 41°38'22" and long chord bears S.39°07'27"W., 124.68 feet, to a point; thence 78.25 feet on a non-tangent curve to the right, whose radius is 69.05 feet, delta angle is 64°55'48", and long chord bears N.50°46'03"E., 74.13 feet to a point; thence 65.71 feet along a curve to the left, whose radius is 505.00 feet, delta angle is 7°27'18", and long chord bears N.79°30'10"E., 65.66 feet to a point; thence N.48°49'48"W., 57.53 feet to the point of beginning.

Containing 1.910 acres.

That the undersigned hereby dedicate to the public, for public use forever, the streets and public rights-of-way as shown on the foregoing plat. Public utility easements are not dedicated to the public, but the right of access to, and use of the public utility easements required to service all lots and parcels within this platting, is perpetually reserved. That the undersigned hereby declare their intent to include the above described tract in the plat of "First Amended Plat of Payette River Subdivision No. 1".

Herbert C. Schneider Doris D. Schneider

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF VALLEY } ss.

On this ____day of _____, 19___, before me, a Notary Public for the State of Idaho, personally appeared Herbert C. and Doris D. Schneider, husband and wife, 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.

_____
Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

SEAL

Clare G. Shrum Mildred Shrum

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF VALLEY } ss.

On this ____day of _____, 19___, before me, a Notary Public for the State of Idaho, personally appeared Clare G. and Mildred Shrum, husband and wife, 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.

_____
Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

SEAL

Lloyd T. Glass Linda L. Glass

ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF VALLEY } ss.

On this ____day of _____, 19___, before me, a Notary Public for the State of Idaho, personally appeared Lloyd T. and Linda L. Glass, husband and wife, 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.

_____
Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

SEAL

Book B Page 101 of Plats.
Instrument No. 235182
Restrictive Covenants filed
Instrument No. 235184

FIRST AMENDED PLAT OF PAYETTE RIVER SUBDIVISION NO. 1

CERTIFICATE OF SURVEYOR

I, John Russell, a Registered Land Surveyor, personally supervised the survey of the land shown on this plat and described in the Certificate of Owners, being in the SE/4 of Section 30, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho and designated as the plat of "First Amended Plat of Payette River Subdivision No. 1", and that this is a true and correct representation of said survey of said land.

John E. Russell, R.L.S. 6021, Idaho

PROFESSIONAL LAND SURVEYOR REGISTERED 6021 STATE OF IDAHO JOHN RUSSELL

SEAL

CERTIFICATE OF COUNTY SURVEYOR

This is to certify that I have examined this plat of "First Amended Plat of Payette River Subdivision No. 1", and it conforms with the laws of the State of Idaho relating thereto.

County Surveyor and Engineer

SEAL

VALLEY COUNTY PLANNING AND ZONING COMMISSION ACCEPTANCE

Accepted and approved this ____day of _____, 19____, by the Valley County Planning and Zoning Commission of Valley County, Idaho.

By _____
Chairman

VALLEY COUNTY COMMISSIONERS ACCEPTANCE

Accepted and approved this ____day of _____, 19____, by the Valley County Commissioners.

By _____
Chairman

APPROVAL OF THE COUNTY TREASURER

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

County Treasurer

Date

COUNTY RECORDERS CERTIFICATE

STATE OF IDAHO)
COUNTY OF VALLEY) ss.

This is to certify that the foregoing plat was filed in the Office of the Recorder of Valley County, Idaho, this ____day of _____, 19____, at ____o'clock __M., at the request of _____, and was duly recorded in plat book ____ on page ____.

Deputy

Ex-Officio Recorder Date

7-92

Book ____, page ____, of plats

Easement Instrument No. 125644

PAYETTE RIVER SUBDIVISION NO. 2

a portion of the S½SE¼ and Government Lots 6, 7, & 8, Section 30, T.18N., R.3E., B.M., and Lot 9, block 1, of Buckcamp Subdivision
Valley County, Idaho
September, 1982
Tom Kerr, R.L.S. 998

SANITARY RESTRICTIONS

No building or shelter which will require a water supply or a sewage disposal facility for people using the premises either such building or shelter is located shall be erected until written approval is first obtained from the State Board of Health by its administrator or his delegate covering plans and specifications either for public water and/or sewage facilities, or individual parcel water and/or sewage facilities.

NOTE:

Lots 1 thru 32 are partially within a flood prone area, building foundations, sewer manholes and cleanouts shall be constructed 2.5 feet or higher above the mean high water mark of the river.

This plat is subject to Idaho Code Section 31-3805. No irrigation water shall be supplied to any lot hereon.

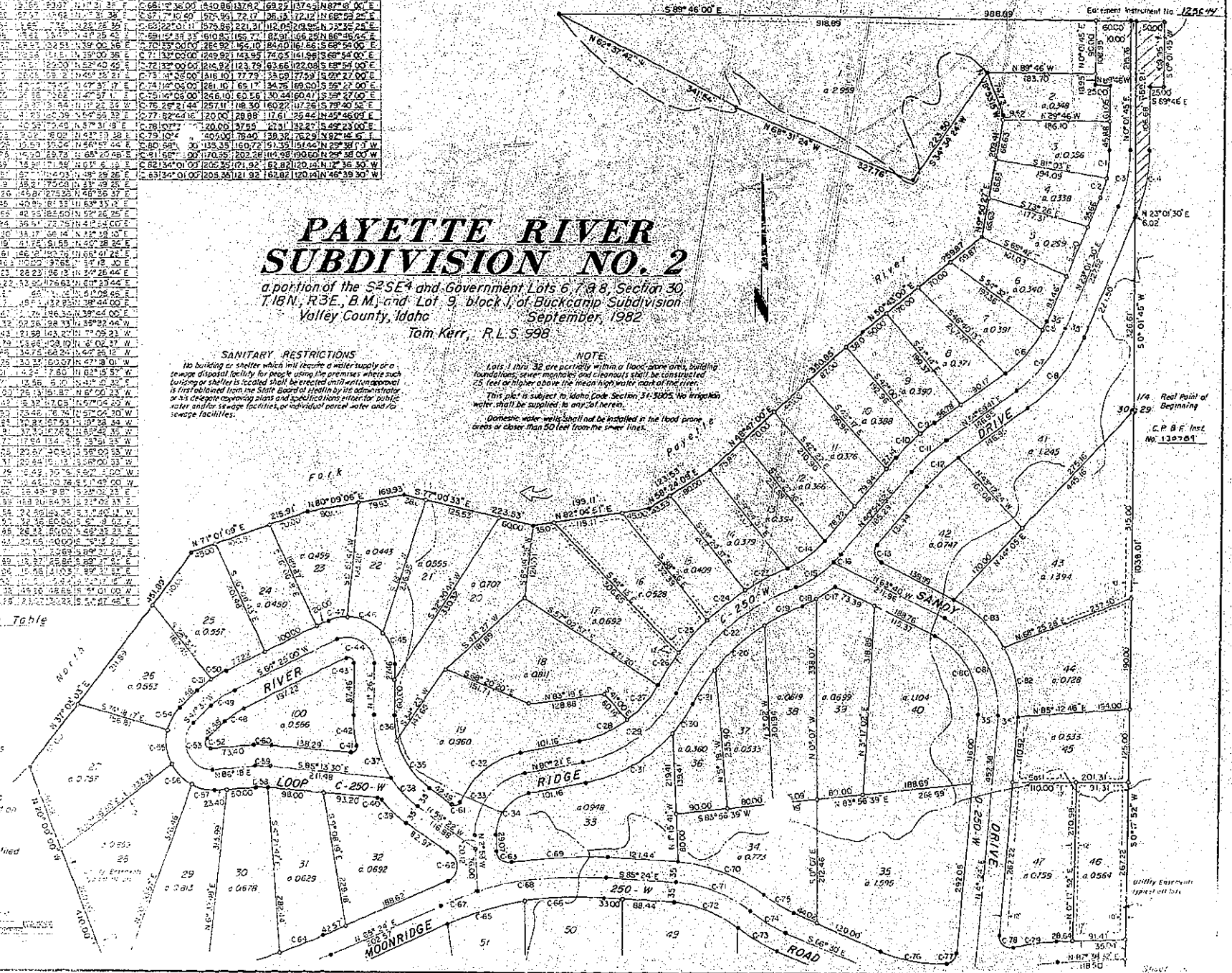
Domestic water wells shall not be installed in the flood prone areas or closer than 50 feet from the sewer lines.

	L	R	L	T	C	Brg.
C-1	14°41'14"	291.35	75.56	38.01	75.53	N 68°14'35" E
C-2	16°36'00"	540.96	137.82	69.23	137.45	N 72°42'00" E
C-3	17°38'00"	540.96	137.82	69.23	137.45	N 87°18'00" E
C-4	7°10'40"	575.96	72.17	36.15	72.12	N 68°09'25" E
C-5	22°01'11"	575.96	221.31	112.04	219.95	N 79°35'25" E
C-6	16°38'35"	610.93	165.77	83.91	165.25	N 86°55'44" E
C-7	33°00'00"	286.92	165.10	84.40	162.86	S 68°54'00" E
C-8	33°00'00"	249.92	143.95	74.05	141.96	S 68°54'00" E
C-9	33°00'00"	216.92	123.79	63.66	122.08	S 68°54'00" E
C-10	14°36'00"	216.10	77.79	39.09	77.59	S 62°27'00" E
C-11	16°06'00"	281.10	79.17	39.75	79.00	S 55°27'00" E
C-12	16°06'00"	266.10	60.56	30.44	60.41	S 55°27'00" E
C-13	26°21'44"	257.11	118.30	60.22	117.26	S 79°40'52" E
C-14	62°42'16"	20.00	28.88	17.61	27.46	N 55°46'09" E
C-15	33°00'00"	20.00	37.59	19.31	37.07	S 69°23'00" E
C-16	14°36'00"	40.00	76.40	38.38	76.29	N 82°46'55" E
C-17	58°[illegible]30"	135.35	160.72	91.35	151.44	N 29°38'00" W
C-18	66°[illegible]00"	170.35	202.28	114.98	190.60	N 29°38'00" W
C-19	34°01'00"	205.35	121.92	62.82	120.14	N 12°36'30" W
C-20	34°01'00"	205.35	121.92	62.82	120.14	N 46°39'30" W

Curve Table

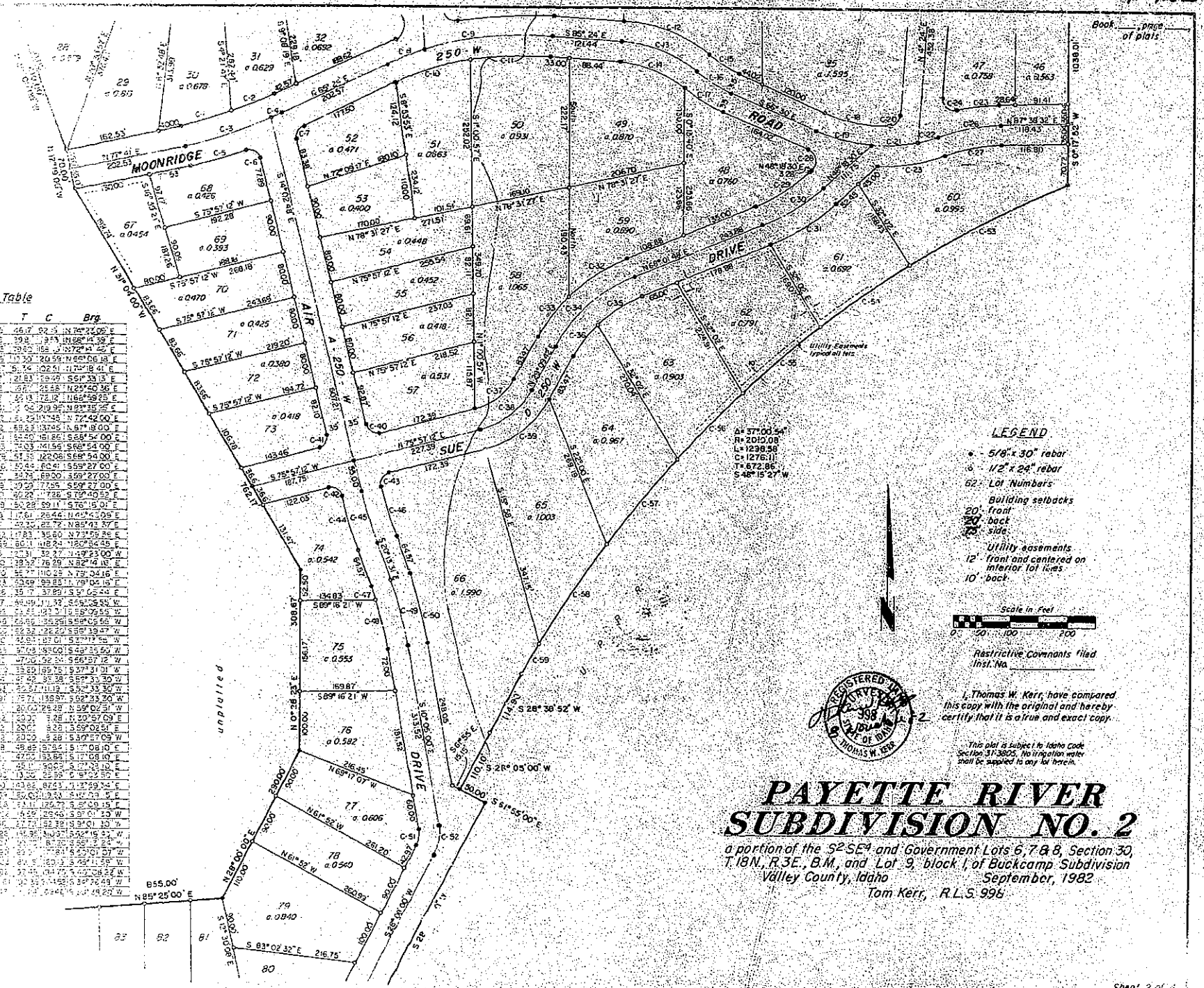
LEGEND

5/8" x 30" rebar
1/2" x 24" rebar
Lot Numbers
Building setbacks
Front 20'
Side 10'
Utility easements shall be centered on lot lines unless otherwise noted
Attractive Covenants filed



7-92a

Book ____ page ____ of plats



Curve Table

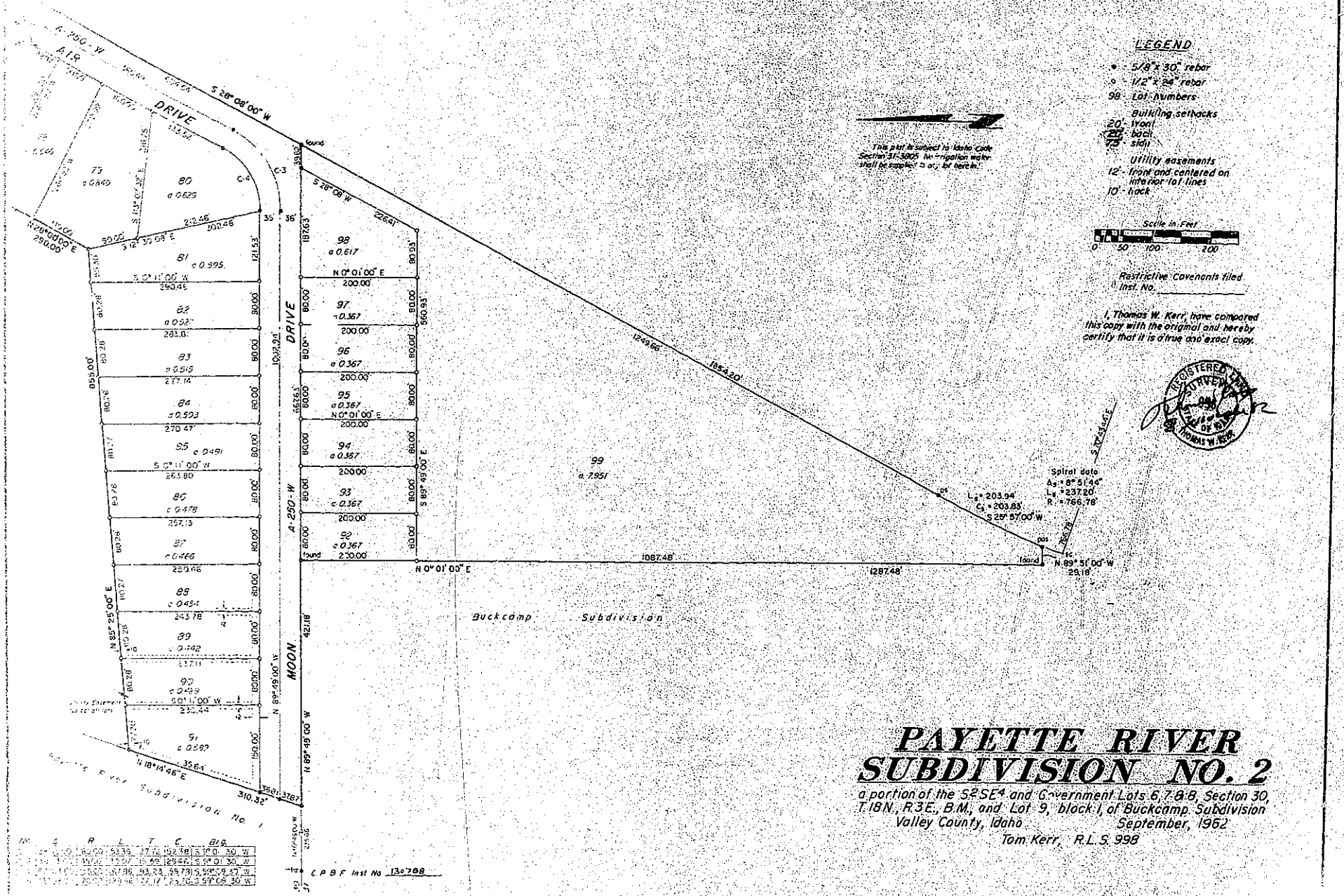
	L	R	L	T	C	Brg
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

PAYETTE RIVER SUBDIVISION NO. 2

a portion of the S½SE¼ and Government Lots 6, 7 & 8, Section 30, T.18N., R.3E., B.M., and Lot 9, block 1, of Buckcamp Subdivision
Valley County, Idaho September, 1982
Tom Kerr, R.L.S. 998

7-92

Book ____, page ____, of plats



PAYETTE RIVER SUBDIVISION NO. 2

a portion of the S½SE¼ and Government Lots 6, 7 & 8, Section 30, T.18N., R.3E., B.M., and Lot 9, block 1, of Buckcamp Subdivision
Valley County, Idaho September, 1962
Tom Kerr, R.L.S. 998

Sheet 3 of 3

PAYETTE RIVER SUBDIVISION NO. 2

Book ___, page ___, of plats

#132271

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of the following described parcel of land lying in the S½ of the SE¼ and Government Lots 6, 7, and 8, Section 30, T.18N., R.3E., B.M., and Lot 9, Block 1, of Buckcamp Subdivision, Valley County, Idaho, more particularly described as follows:

Commencing at the east 1/4 corner of Section 30, T.18N., R.3E., B.M., Valley County, Idaho, the REAL POINT OF BEGINNING;

Thence, S. 0° 15' 52" W., 1038.01 feet along the east boundary of said Section 30 to the westerly right-of-way of the Union Pacific Railroad, thence, along a non-tangent curve to the left whose radius is 2010.08 feet, central angle is 37° 00' 54" and long chord bears S. 48° 15' 27" W., 1298.58 feet along said right-of-way, thence, S. 29° 45' 52" W., 114.90 feet along said right-of-way, thence, S. 28° 05' 00" W., 110.10 feet along said right-of-way, thence, S. 61° 55' 00" E., 50.00 feet along said right-of-way, thence, S. 28° 08' 00" W., 1954.20 feet along said right-of-way to a point of spiral, thence, S. 25° 57' 00" W., 203.63 feet to a point on a spiral to the left along said right-of-way whose design data is length of spiral = 237.20 feet, delta angle = 9° 51' 44" and radius = 766.78 feet, thence, N. 89° 51' 00" W., 29.18 feet to the southwest corner of Lot 9, Buckcamp Subdivision, thence, N. 0° 01' 00" E., 1284.63 feet to the northwest corner of Lot 9, Buckcamp Subdivision and the south boundary of said Section 30, thence, N. 89° 43' 00" W., 421.18 feet along said south boundary, thence, N. 18° 14' 46" E., 1.05 feet to the south east corner of Payette River Subdivision No. 1, thence, N. 18° 14' 46" E., 309.27 feet along the easterly boundary of said Payette River Subdivision No. 1, thence, N. 85° 25' 00" E., 855.00 feet, thence, N. 28° 00' 00" E., 290.00 feet, thence, N. 0° 28' 23" E., 308.67 feet, thence, N. 31° 04' 00" W., 762.17 feet, thence, N. 12° 19' 00" W., 70.00 feet, thence, N. 20° 00' 00" W., 410.00 feet to the left bank of the North Fork of the Payette River, thence along said left bank: N. 37° 03' 03" E., 451.89 feet, N. 71° 01' 09" E., 215.91 feet, N. 80° 09' 06" E., 169.93 feet, S. 77° 00' 33" E., 223.13 feet, N. 82° 04' 51" E., 199.11 feet, N. 58° 24' 09" E., 123.53 feet, N. 48° 47' 00" E., 350.85 feet, N. 50° 43' 09" E., 259.67 feet, N. 9° 50' 27" E., 209.41 feet, N. 18° 53' 15" W., 74.73 feet, S. 34° 34' 24" W., 223.50 feet, N. 68° 51' 41" W., 327.76 feet, N. 62° 37' 42" W., 341.54 feet, thence, S. 89° 46' 00" E., 988.89 feet to the east boundary of said Section 30, thence, S. 0° 01' 45" W., 659.21 feet to the Point of Beginning, containing 86.585 acres, more or less.

That the undersigned hereby dedicate to the public for public use forever the streets and public right-of-ways as shown on the foregoing plat. Public utility easements are not dedicated to the public, but the right of access to and the use of the public utility easements required to service all lots and parcels within this platting is perpetually reserved.

Marvin E. Whiteman Jr.
Marvin E. Whiteman, Jr.

William E. Mockwitz
William E. Mockwitz, Attorney-in-Fact for Marvin E. Whiteman, Jr.

William E. Mockwitz
William E. Mockwitz

Mayre Sue Mockwitz
Mayre Sue Mockwitz

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

On this 5th day of November, 1982, before me, a Notary Public for the State of Idaho, personally appeared William E. Mockwitz, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Marvin E. Whiteman, Jr., and acknowledged to me that he subscribed the name of Marvin E. Whiteman, Jr., his name as principal, and his own name as attorney-in-fact.

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

Faye R. Keer
Notary Public for the State of Idaho

FAYE R. KEER NOTARY PUBLIC STATE OF IDAHO

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

On this 12th day of October, 1982, before me, a Notary Public for the State of Idaho, personally appeared William E. Mockwitz and Mayre Sue Mockwitz, 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.

Faye R. Keer
Notary Public for the State of Idaho

FAYE R. KEER NOTARY PUBLIC STATE OF IDAHO

Recorders Filing Instr. No. _____

CERTIFICATE OF SURVEYOR

This is to certify that I, Thomas W. Kerr, a Registered Land Surveyor, personally supervised the survey of the land shown on this plat and described in the Certificate of Owners, being in the S½ of the SE¼ and Govt. Lots 6, 7 & 8, of Section 30, T.18N., R.3E., B.M., and Lot 9, Blk 1, of Buckcamp Subdivision, book 5, page 39 of plats, Valley County, Idaho, and designated as the plat of "Payette River Subdivision No. 2", and that this is a true and correct representation of said survey of said land.

REGISTERED LAND SURVEYOR Thomas W. Kerr 6-8-1998 IDAHO

CENTRAL DISTRICT HEALTH ACCEPTANCE

Sanitary restrictions of this platting are hereby removed pursuant to the conditions listed in the Letter of Approval on file as Instrument No. _____ in the office of the Recorder of Valley County, Idaho.

Jeffrey Ly 9-23-83
CDHD

CERTIFICATE OF COUNTY ENGINEER

This is to certify that I have examined this plat of "Payette River Subdivision No. 2" and determined that it conforms with the laws of the State of Idaho relating thereto.

Leslie L. Ahlenbach P.E.
County Engineer

REGISTERED PROFESSIONAL ENGINEER STATE OF IDAHO LESLIE L. AHLENBACH

VALLEY COUNTY PLANNING AND ZONING COMMISSION ACCEPTANCE

Accepted and approved this 14 day of Nov, 1982, by the Valley County Planning and Zoning Commission of Valley County, Idaho.

By Everett K. Allen
Chairman

COUNTY COMMISSIONER'S ACCEPTANCE

Accepted and approved this 14 day of Nov, 1982, by the Board of County Commissioners of Valley County, Idaho.

By Adolf Heinrich
Chairman

APPROVAL OF THE COUNTY TREASURER

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

County Treasurer

11/10/83
date

132271

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

This is to certify that the foregoing plat was filed in the office of the Recorder of Valley County, Idaho, this 15 day of November, 1983, at 10:00 o'clock A.M., by the request of Bill Mockwitz, and was duly recorded in plat book 7 on page 9.

Deputy

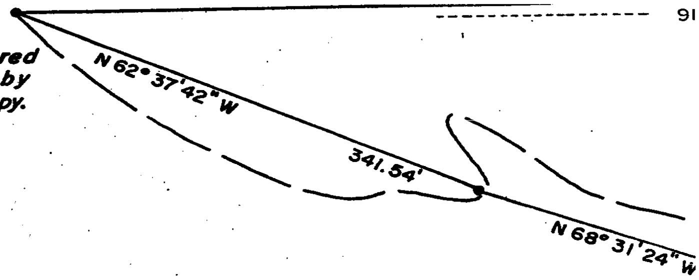
J. W. Crutchfield
Ex-Officio Recorder

Fee $10.00

540.86	137.82	69.29	137.45	N 87° 18' 00" E
575.86'	72.17'	36.13'	72.12'	N 68° 59' 25" E
575.86'	221.31'	112.04'	219.95'	N 83° 35' 25" E
610.86'	166.77'	83.91'	166.25	N 86° 46' 44" E
284.92'	164.10'	84.40'	161.86	S 68° 54' 00" E
249.92'	143.95'	74.03'	141.96	S 68° 54' 00" E
214.92'	123.79'	63.66'	122.08'	S 68° 54' 00" E
316.10'	77.79'	39.09'	77.59'	S 59° 27' 00" E
281.10'	69.17'	34.76'	69.00'	S 59° 27' 00" E
246.10'	60.56'	30.44'	60.41'	S 59° 27' 00" E
257.11'	118.30'	60.22'	117.26'	S 79° 40' 52" E
20.00'	28.88'	17.61'	26.44'	N 45° 46' 09" E
20.00'	37.55'	27.31'	32.27'	S 49° 23' 00" E
405.00'	76.40'	38.32'	76.29'	N 82° 14' 16" E
135.35'	160.72'	91.35'	151.44'	N 29° 38' 00" W
170.35'	202.28'	114.98'	190.60	N 29° 38' 00" W
205.35'	121.92'	62.82'	120.14'	N 12° 36' 30" W
205.35'	121.92'	62.82'	120.14'	N 46° 39' 30" W

I, Thomas W. Kerr, have compared this copy with the original and hereby certify that it is a true and exact copy.

REGISTERED LAND SURVEYOR 998 STATE OF IDAHO THOMAS W. KERR



PAYETTE RIVER SUBDIVISION NO 2

a portion of the S2SE4 and Government Lots 6,7 & 8, Section 30, T.18N., R.3E., B.M., and Lot 9, block I, of Buckcamp Subdivision
Valley County, Idaho September, 1982
Tom Kerr. R.L.S. 998

SANITARY RESTRICTIONS

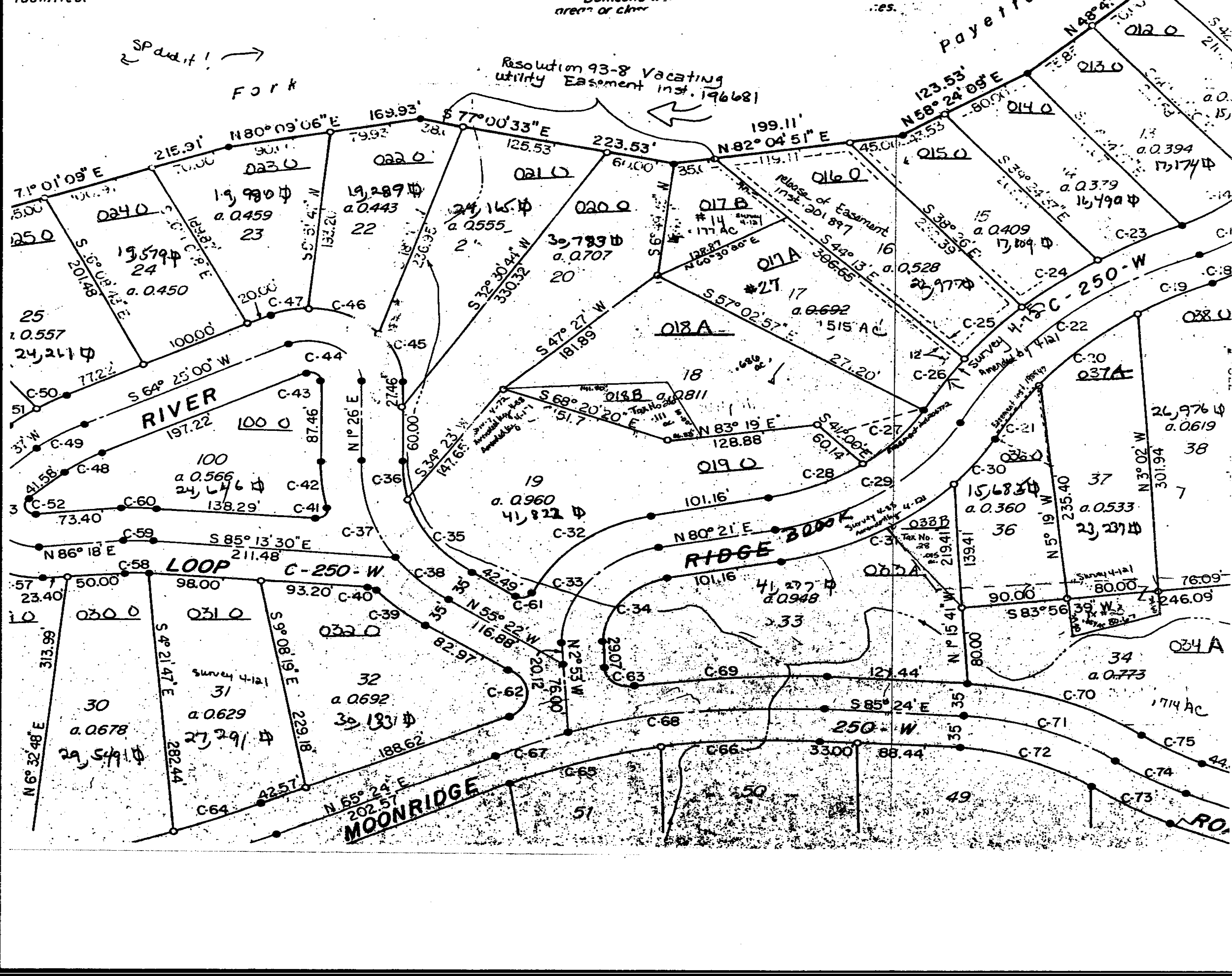
uilding or shelter which will require a water supply or a disposal facility for people using the premises where such or shelter is located shall be erected until written approval btained from the State Board of Health by its administrator legate approving plans and specifications either for public nd/or sewage facilities, or individual parcel water and /or facilities.

NOTE:

Lots 1 thru 32 are partially within a flood-prone area, building foundations, sewer manholes and cleanouts shall be constructed 7.5 feet or higher above the mean high water mark of the river.

This plat is subject to Idaho Code Section 31-3805. No irrigation water shall be supplied to any lot herein.

Domestic water wells shall not be installed in the flood prone areas or clo ... es.



13 13 49	210.00	[illegible]	[illegible]	[illegible]	[illegible]	
9° 45' 56"	215.00'	36.64'	18.37'	36.60'	N 18° 08' 32" E	
22° 59' 45"	250.00'	100.34'	50.85'	99.67'	N 11° 31' 38" E	
22° 59' 45"	285.00'	114.39'	57.97'	113.62'	N 11° 31' 38" E	
4° 50' 14"	205.64'	17.36'	8.69'	17.36'	N 25° 26' 38" E	
27° 07' 57"	205.64'	97.38'	49.62'	96.47'	N 41° 25' 42" E	
31° 58' 11"	240.64'	134.27'	68.93'	132.53'	N 39° 00' 36" E	
31° 58' 11"	275.64'	153.80'	78.96'	151.81'	N 39° 00' 36" E	
4° 37' 52"	358.90'	29.01'	14.51'	29.00'	N 52° 40' 45" E	
9° 26' 57"	358.90'	59.19'	29.66'	59.12'	N 45° 38' 21" E	
14° 04' 49"	323.90'	79.60'	40.00'	79.40'	N 47° 57' 17" E	
14° 04' 49"	288.90'	71.00'	35.68'	70.82'	N 47° 57' 17" E	
104° 34' 52"	20.00'	36.51'	25.87'	31.64'	N 11° 22' 34" W	
28° 03' 21"	165.21'	80.90'	41.28'	80.09'	N 54° 56' 32" E	
22° 53' 49"	200.21'	80.01'	40.55'	79.48'	N 57° 31' 18" E	
5° 09' 32"	200.21'	18.03'	9.02'	18.02'	N 43° 29' 38" E	
9° 31' 19"	235.21'	39.09'	19.59'	39.04'	N 56° 57' 44" E	
7° 14' 50"	235.21'	29.75'	14.90'	29.73'	N 65° 20' 48" E	
11° 23' 12"	360.75'	71.69'	35.96'	71.58'	N 63° 16' 38" E	
18° 11' 10"	360.75'	114.51'	57.74'	1.4.03'	N 48° 29' 26" E	
11° 08' 51"	360.75'	70.19'	35.21'	70.08'	N 33° 49' 25" E	
40° 43' 13"	395.75'	281.26'	146.87'	275.38'	N 48° 36' 37" E	
10° 50' 03"	430.75'	81.45'	40.85'	81.33'	N 63° 33' 12" E	
11° 23' 31"	430.75'	85.65'	42.96'	85.50'	N 52° 26' 25" E	
9° 41' 19"	430.75'	72.84'	36.61'	72.75'	N 41° 54' 00" E	
8° 48' 20"	430.75'	66.20'	33.17'	66.14'	N 32° 39' 10" E	
24° 46' 49"	190.03'	82.19'	41.75'	81.55'	N 40° 38' 24" E	
27° 19' 11"	190.03'	90.61'	46.18'	89.76'	N 66° 41' 25" E	
52° 06' 00"	225.03'	204.63'	110.00'	1[illegible]65'	N 54° 18' 00" E	
12° 23' 28"	260.03'	56.23'	28.23'	5[illegible]3'	N 34° 26' 44" E	
39° 42' 32"	260.03'	180.22'	93.90'	176.63'	N 60° 29' 44" E	
58° 24' 28"	135.00'	137.62'	75.46'	131.74'	N 51° 08' 46" E	
83° 14' 00"	100.00'	145.27'	88.84'	132.83'	N 38° 44' 00" E	
83° 14' 00"	65.00'	94.43'	57.74'	86.34'	N 38° 44' 00" E	
39° 38' 22"	145.00'	100.32'	52.26'	98.33'	N 35° 32' 44" W	
17° 09' 38"	145.00'	43.43'	21.88'	43.27'	N 7° 09' 23" W	
34° 56' 48"	180.00'	109.79'	56.66'	108.10'	N 16° 02' 37" W	
21° 51' 12"	180.00'	68.66'	34.75'	68.24'	N 44° 26' 12" W	
16° 03' 36"	215.00'	60.26'	30.33'	60.07'	N 47° 18' 01" W	
45° 55' 06"	10.00'	8.01'	4.24'	7.80'	N 62° 15' 57" W	
107° 11' 57"	10.00'	18.71'	13.56'	16.10'	N 41° 10' 32" E	
13° 51' 27"	215.00'	52.00'	26.13'	51.87'	N 6° 00' 23" W	
117° 01' 00"	10.00'	20.42'	16.32'	17.05'	N 57° 04' 20" W	
117° 01' 00"	45.00'	91.90'	73.46'	76.74'	N 57° 04' 20" W	
42° 08' 52"	80.00'	58.85'	30.83'	57.53'	N 19° 38' 34" W	
50° 00' 01"	80.00'	69.81'	37.30'	67.62'	N 65° 42' 35" W	
24° 52' 07"	80.00'	34.72'	17.64'	34.45'	S 76° 51' 28" W	
16° 48' 00"	140.00'	41.05'	20.67'	40.90'	S 56° 00' 52" W	
16° 48' 00"	175.00'	51.31'	25.84'	51.13'	S 56° 00' 53" W	
8° 24' 00"	210.00'	30.79'	15.42'	30.76'	S 60° 13' 00" W	
8° 24' 00"	210.00'	30.79'	15.42'	30.76'	S 51° 49' 00" W	
141° 19' 00"	10.00'	24.66'	28.49'	18.87'	S 23° 02' 33" E	
141° 19' 00"	45.00'	110.99'	128.20'	84.92'	S 23° 02' 33" E	
31° 53' 35"	80.00'	44.54'	22.86'	43.96'	S 31° 40' 13" W	
44° 02' 55"	80.00'	61.50'	32.36'	60.00'	S 6° 18' 03" E	
36° 25' 12"	80.00'	50.85'	26.32'	50.00'	S 46° 32' 23" E	
28° 57' 18"	80.00'	40.43'	20.66'	40.00'	S 79° 13' 21" E	
8° 28' 30"	140.00'	20.71'	10.37'	20.69'	S 89° 27' 53" E	
8° 28' 30"	175.00'	25.89'	12.97'	25.86'	S 89° 27' 53" E	
8° 28' 30"	210.00'	31.06'	15.56'	31.03'	S 89° 27' 53" E	
102° 41' 28"	10.00'	17.92'	12.50'	15.62'	S 73° 17' 15" W	
120° 46' 00"	28.00'	59.02'	49.26'	48.68'	S 5° 01' 00" W	
98° 09' 33"	20.00'	34.26'	23.07'	30.22'	S 51° 57' 46" E	

C-65	14° 36' 00"	540.86'	137.82'	69.29'	137.45'	N 72° 42' 00" E
C-66	14° 36' 00"	540.86'	137.82'	69.29'	137.45'	N 87° 18' 00" E
C-67	7° 10' 49"	575.86'	72.17'	36.13'	72.12'	N 68° 59' 25" E
C-68	22° 01' 11"	575.86'	221.31'	112.04'	219.95'	N 83° 35' 25" E
C-69	15° 38' 33"	610.86'	166.77'	83.91'	166.25'	N 86° 46' 44" E
C-70	33° 00' 00"	284.92'	164.10'	84.40'	161.86'	S 68° 54' 00" E
C-71	33° 00' 00"	249.92'	143.95'	74.03'	141.96'	S 68° 54' 00" E
C-72	33° 00' 00"	214.92'	123.79'	63.66'	122.08'	S 68° 54' 00" E
C-73	14° 06' 00"	316.10'	77.79'	39.09'	77.59'	S 59° 27' 00" E
C-74	14° 06' 00"	281.10'	69.17'	34.76'	69.00'	S 59° 27' 00" E
C-75	14° 06' 00"	246.10'	60.56'	30.44'	60.41'	S 59° 27' 00" E
C-76	26° 21' 44"	257.11'	118.30'	60.22'	117.26'	S 79° 40' 52" E
C-77	82° 44' 16"	20.00'	28.88'	17.61'	26.44'	N 45° 46' 09" E
C-78	107° 34' 00"	20.00'	37.55'	27.31'	32.27'	S 49° 23' 00" E
C-79	10° 48' 32"	405.00'	76.40'	38.32'	76.29'	N 82° 14' 16" E
C-80	68° 02' 00"	135.35'	160.72'	91.35'	151.44'	N 29° 38' 00" W
C-81	68° 02' 00"	170.35'	202.28'	114.98'	190.60'	N 29° 38' 00" W
C-82	34° 01' 00"	205.35'	121.92'	62.82'	120.14'	N 12° 36' 30" W
C-83	34° 01' 00"	205.35'	121.92'	62.82'	120.14'	N 46° 39' 30" W

I, Thomas W. Kerr, have co
this copy with the original and
certify that it is a true and exac

REGISTERED LAND SURVEYOR
No. 6998
STATE OF IDAHO
THOMAS W. KERR

PAYET [illegible]
SUBDIVISIO[illegible]

a portion of the S2SE4 and Government
T. 18 N., R. 3 E., B.M., and Lot 9, block 1, o
Valley County, Idaho

Tom Kerr. R.L.S.

SANITARY RESTRICTIONS

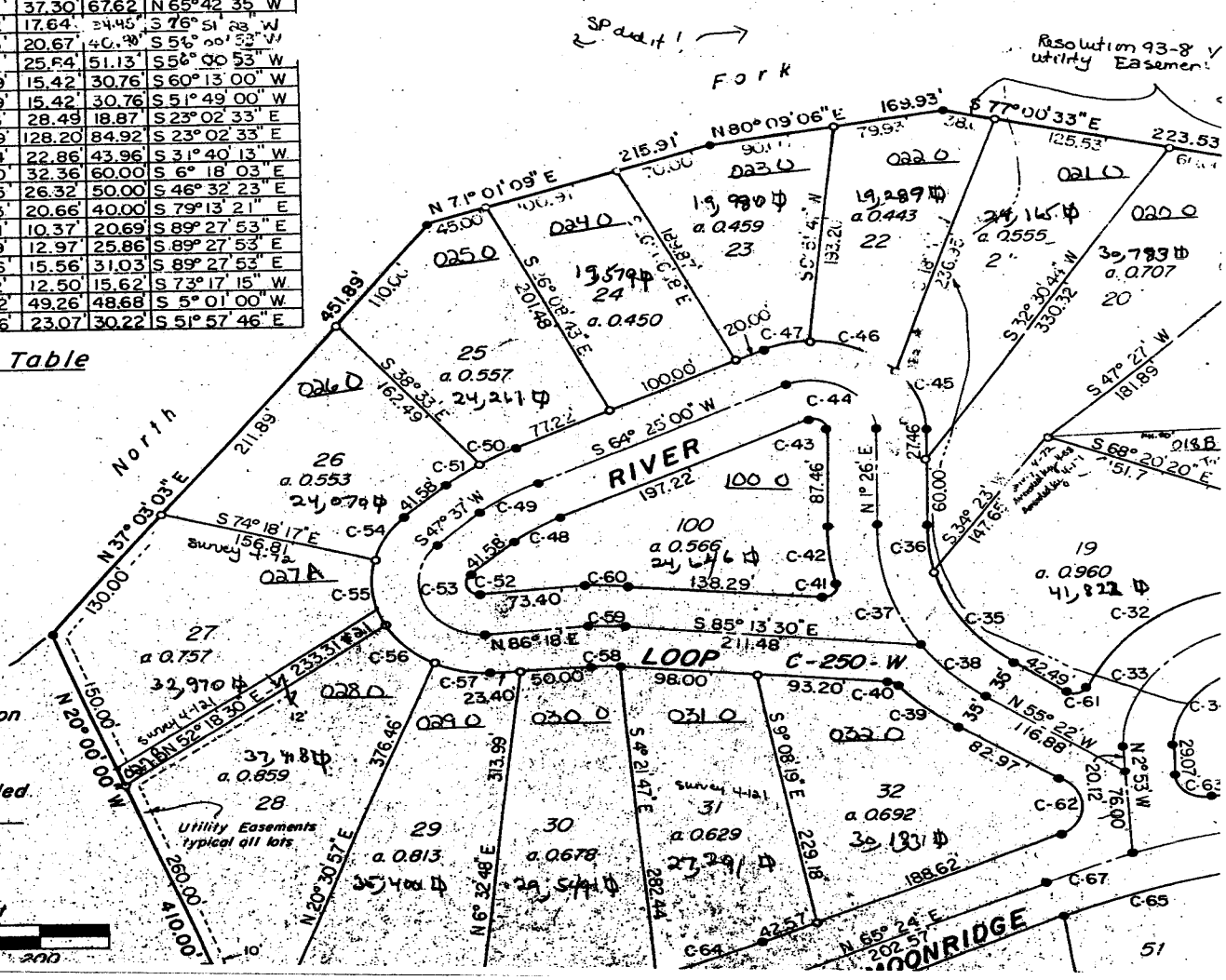
No building or shelter which will require a water supply or a sewage disposal facility for people using the premises where such building or shelter is located shall be erected until written approval is first obtained from the State Board of Health by its administrator or his delegate approving plans and specifications either for public water and/or sewage facilities, or individual parcel water and/or sewage facilities.

Lots 1 thr
foundations, s
7.5 feet or hig

This plat
water shall be

Domestic
area or cl

Curve Table



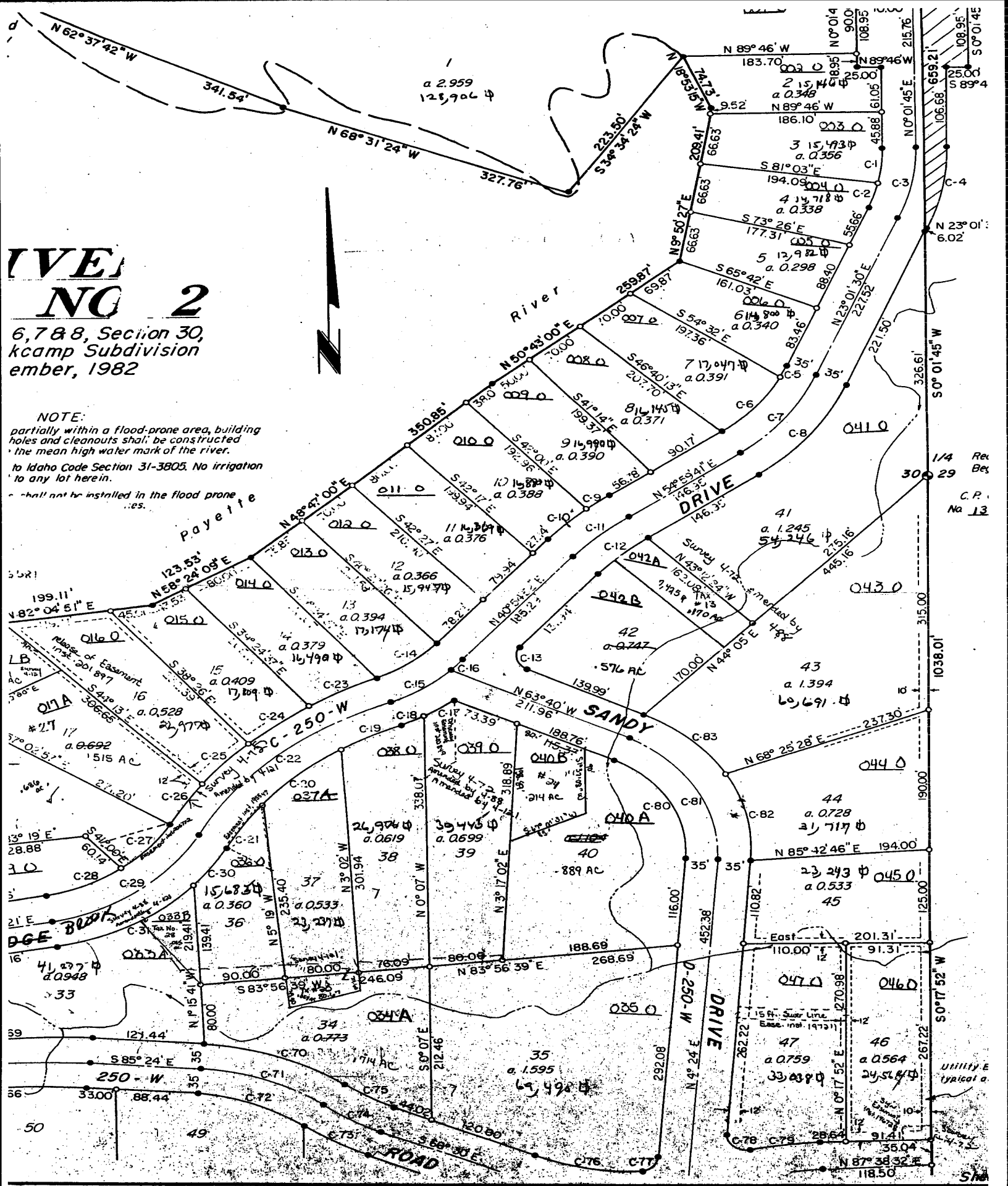
LEGEND

- - 5/8" x 30" rebar
- - 1/2" x 24" rebar
7 - Lot Numbers

Building setbacks
0' - front
0' - back
5 - side

Utility easements
2' - front and centered on interior lot lines
0' - back

Restrictive Covenants filed.
Inst. No. _____


IVE
NO 2
6,7&8, Section 30,
kcamp Subdivision
ember, 1982
NOTE:
partially within a flood-prone area, building
holes and cleanouts shall be constructed
the mean high water mark of the river.
to Idaho Code Section 31-3805. No irrigation
to any lot herein.
shall not be installed in the flood prone
River
Payette
SANDY DRIVE
250-W
ROAD
N 62° 37' 42" W
341.54'
N 68° 31' 24" W
327.76'
223.50'
S 34° 34' 24" W
N 89° 46' W
183.70'
186.10'
194.09'
177.31'
161.03'
197.36'
207.70'
199.37'
90.17'
146.36'
163.08'
211.96'
188.76'
268.69'
N 50° 43' 00" E
N 48° 47' 00" E
N 58° 24' 09" E
N 82° 04' 51" E
N 63° 40' W
N 68° 25' 28" E
N 85° 42' 46" E
N 83° 56' 39" E
S 85° 24' E
S 0° 01' 45" W
N 0° 01' 45" E
N 23° 01' 30" E
N 87° 38' 32" E
118.50'
659.21'
1038.01'
445.16'
326.61'
221.50'
227.52'
106.68'
108.95'
215.76'
315.00'
237.30'
190.00'
125.00'
194.00'
201.31'
110.00'
91.31'
270.98'
267.22'
262.22'
452.38'
116.00'
292.08'
212.46'
246.09'
219.41'
139.41'
121.44'
88.44'
33.00'
120.00'
44.02'
35.04'
91.41'
25.64'
1/4 Rec
30 29 Beg
C.P.
No 13
a 2.959
125,906 ⌀
2 15,144 ⌀
a 0.348
3 15,493 ⌀
a 0.356
4 14,718 ⌀
a 0.338
5 12,982 ⌀
a 0.298
6 14,800 ⌀
a 0.340
7 17,047 ⌀
a 0.391
8 16,140 ⌀
a 0.371
9 16,990 ⌀
a 0.390
10 16,880 ⌀
a 0.388
11 16,369 ⌀
a 0.376
12
a 0.366
15,947 ⌀
13
a 0.394
17,174 ⌀
14
a 0.379
16,490 ⌀
15
a 0.409
17,809 ⌀
16
a 0.528
23,977 ⌀
17
a 0.692
41
a 1.245
54,246 ⌀
42
a 0.747
.576 AC
43
a 1.394
60,691 ⌀
44
a 0.728
31,717 ⌀
45
23,243 ⌀
a 0.533
46
a 0.564
24,564 ⌀
47
a 0.759
33,038 ⌀
35
a 1.595
69,498 ⌀
34
a 0.773
.714 AC
36
a 0.360
15,683 ⌀
37
a 0.533
23,237 ⌀
38
a 0.619
26,964 ⌀
39
a 0.699
39,445 ⌀
40
.889 AC
41,277 ⌀
a 0.948
Utility E
typical a

Book ____, page ____
Easement Instrument No. 12
PAYETTE RIVER SUBDIVISION NO. 2
a portion of the S2SE4 and Government Lots 6, 7 & 8, Section 30, T.18N., R.3E., B.M., and Lot 9, block I, of Buckcamp Subdivision
Valley County, Idaho
September, 1982
Tom Kerr, R.L.S. 998
SANITARY RESTRICTIONS
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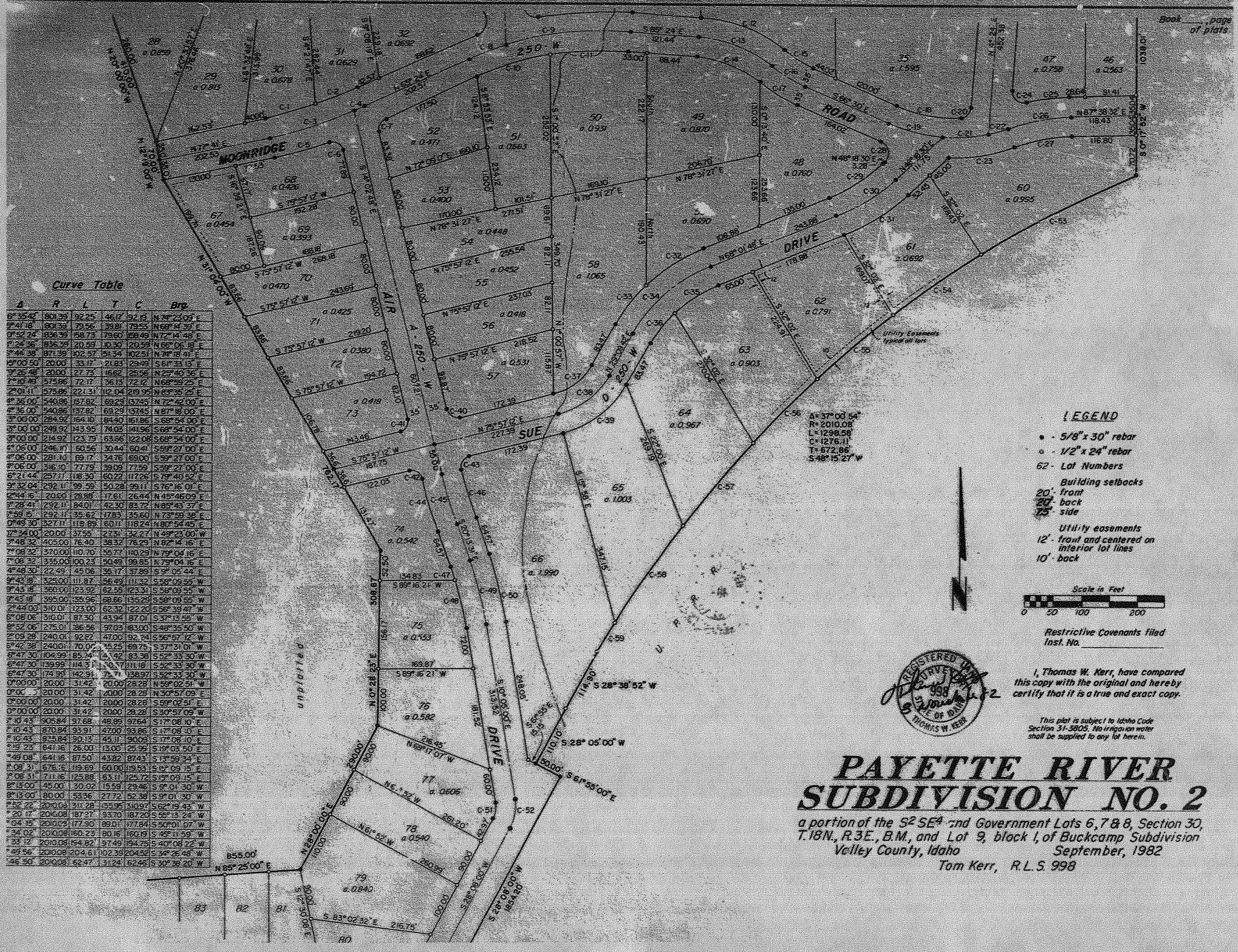
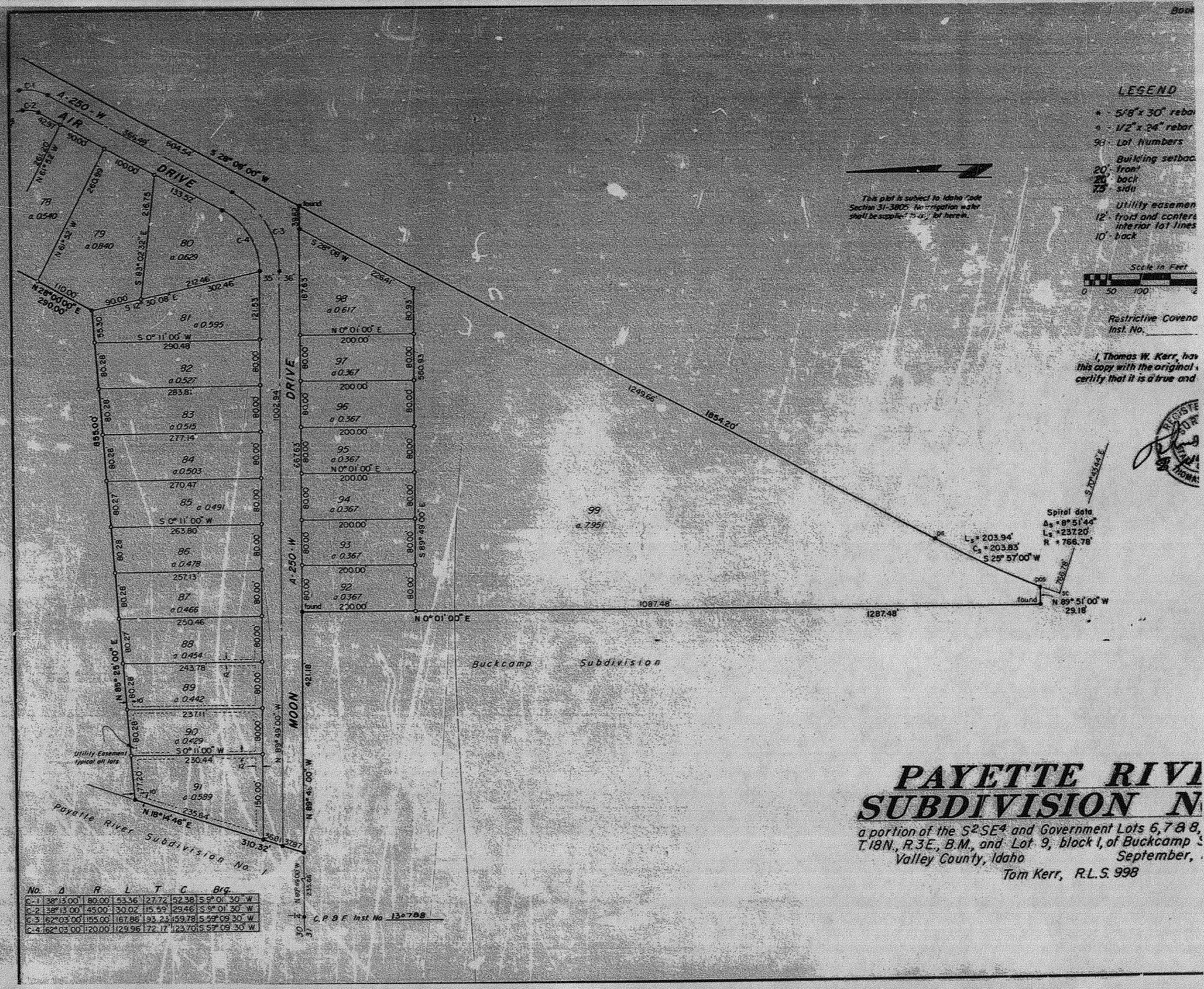
NOTE
Lots 1 thru 32 are partially within a flood-prone area, building foundations, sewer manholes and cleanouts shall be constructed 25 feet or higher above the mean high water mark of the river.
This plat is subject to Idaho Code Section 31-3805. No irrigation water shall be supplied to any lot herein.
Domestic water wells shall not be installed in the flood prone areas or closer than 50 feet from the sewer lines.
Curve Table
LEGEND
5/8" x 30" rebar
1/2" x 24" rebar
Lot Numbers
Building setbacks
front
back
side
Utility easements front and centered on interior lot lines
back
...trictive Covenants filed
No.
Scale in Feet
50 100 200
North Fork Payette River
SANDY DRIVE
RIVER LOOP
RIDGE
MOONRIDGE ROAD
Utility Easements typical all lots

Book ___ page ___ of plats



Curve Table

Δ	R	L	T	C	Brg.
6°55'42"	801.39	92.25	46.07	92.19	N 74°23'09" E
5°41'18"	801.39	79.56	39.81	79.53	N 68°14'39" E
10°52'24"	836.39	158.73	79.60	158.49	N 72°14'48" E
1°24'36"	836.39	20.58	10.30	20.58	N 66°06'18" E
5°44'38"	871.39	102.57	51.34	102.51	N 74°18'41" E
90°00'00"	20.00	33.17	21.83	29.49	S 61°33'13" E
59°25'48"	20.00	27.73	15.62	25.56	N 25°40'36" E
7°10'49"	575.86	72.17	36.13	72.12	N 68°59'25" E
25°00'41"	575.86	221.31	112.04	219.95	N 83°35'25" E
4°36'00"	540.86	197.82	99.29	197.43	N 72°42'00" E
4°36'00"	540.86	137.82	69.29	137.45	N 87°18'00" E
13°00'00"	284.92	164.10	84.40	161.86	S 68°54'00" E
35°00'00"	249.92	143.95	74.03	141.96	S 68°54'00" E
9°00'00"	214.92	123.79	63.66	122.08	S 68°54'00" E
9°06'00"	246.17	50.56	30.44	50.41	S 59°27'00" E
14°06'00"	281.10	69.17	34.76	69.00	S 59°27'00" E
4°06'00"	316.10	77.79	39.09	77.59	S 59°27'00" E
16°21'44"	257.11	118.30	60.22	117.06	S 79°40'52" E
9°32'04"	292.11	98.59	50.28	99.11	S 75°16'01" E
2°44'16"	20.00	28.88	17.61	26.44	N 45°46'09" E
9°28'41"	292.11	84.01	42.30	83.72	N 85°43'57" E
7°59'16"	292.11	39.62	17.83	39.60	N 73°59'38" E
20°49'30"	327.11	118.89	60.11	118.24	N 80°54'45" E
107°34'00"	20.00	37.55	23.31	32.27	N 49°23'00" W
12°46'32"	405.00	76.40	38.32	76.29	N 82°14'16" E
17°08'32"	370.00	110.70	55.77	110.29	N 79°04'16" E
17°06'32"	335.00	100.23	50.49	99.85	N 79°04'16" E
14°48'30"	22.49	4.56	2.29	4.55	S 9°05'44" E
19°45'18"	325.00	111.87	56.49	111.32	S 58°09'55" W
19°43'18"	360.00	123.92	62.55	123.31	S 58°09'55" W
19°43'18"	395.00	135.96	68.66	135.29	S 58°09'55" W
12°44'00"	310.01	123.00	62.32	122.20	S 56°39'47" W
9°08'06"	310.01	87.30	43.94	87.01	S 37°13'55" W
18°52'06"	275.01	36.56	37.03	183.00	S 48°35'50" W
27°09'28"	240.01	92.22	47.00	92.24	S 56°57'12" W
18°42'38"	240.01	70.02	35.25	69.75	S 37°31'01" W
52°47'30"	104.99	85.74	45.92	83.38	S 52°33'30" W
105°47'30"	139.99	114.31	61.92	111.18	S 52°33'30" W
105°47'30"	174.99	142.91	77.41	138.97	S 52°33'30" W
90°00'00"	20.00	31.42	20.00	28.28	N 59°02'51" W
90°00'00"	20.00	31.42	20.00	28.28	N 30°57'09" E
90°00'00"	20.00	31.42	20.00	28.28	S 59°02'51" E
90°00'00"	20.00	31.42	20.00	28.28	S 30°57'09" W
7°10'43"	905.84	97.68	48.89	97.64	S 17°08'10" E
7°10'43"	870.84	93.91	47.00	93.86	S 17°08'10" E
7°10'43"	825.84	90.13	45.11	90.09	S 17°08'10" E
2°15'23"	641.16	26.00	13.00	25.99	S 19°03'50" E
7°48'08"	641.16	87.50	43.82	87.43	S 13°59'34" E
17°08'31"	676.15	119.69	60.00	119.53	S 19°09'15" E
17°08'31"	711.16	125.88	63.11	125.72	S 19°09'15" E
88°13'00"	45.00	30.02	15.59	29.46	S 9°01'30" W
88°13'00"	80.00	53.36	27.72	52.38	S 9°01'30" W
14°52'22"	2010.08	311.28	155.95	310.57	S 62°19'43" W
5°20'11"	2010.08	187.27	93.70	187.20	S 55°13'24" W
5°04'15"	2010.08	177.90	89.01	177.84	S 50°01'07" W
4°34'02"	2010.08	160.23	80.16	160.19	S 45°11'59" W
3°33'12"	2010.08	124.82	97.49	124.75	S 40°08'22" W
5°49'56"	2010.08	204.61	102.38	204.52	S 34°26'48" W
1°46'50"	2010.08	62.47	31.24	62.46	S 30°38'20" W



No.	Δ	R	L	T	C	Brg.
C-1	38° 13' 00"	80.00	53.36	27.72	52.38	S 9° 01' 30" W
C-2	38° 13' 00"	45.00	30.02	15.59	29.46	S 9° 01' 30" W
C-3	62° 03' 00"	155.00	167.86	93.23	159.78	S 59° 09' 30" W
C-4	62° 03' 00"	120.00	129.96	72.17	123.70	S 59° 09' 30" W

PAYETTE RIVER SUBDIVISION NO. 2

Book ___, page ___,

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of the following described parcel of land situate in the S½ of the SE¼ and Government Lots 6, 7, and 8, Section 30, T.18N., R.3E., B.M., and Lot 9, Block 1, of Buckcamp Subdivision, Valley County, Idaho, more particularly described as follows:

Commencing at the east 1/4 corner of Section 30, T.18N., R.3E., B.M., Valley County, Idaho, the REAL POINT OF BEGINNING;

Thence, S.0°17'52" W., 1038.01 feet along the east boundary of said Section 30 to the westerly right-of-way line of the Union Pacific Railroad, thence, along a non-tangent curve to the left whose radius is 2010.08 feet, delta angle is 37°00'54" and long chord bears S.48°19'27" W., 1298.58 feet along said right-of-way, thence, S.28°38'52" W., 114.90 feet along said right-of-way, thence, S.28°05'00" W., 110.10 feet along said right-of-way, thence, S.61°55'00" E., 50.00 feet along said right-of-way, thence, S.28°08'00" W., 1854.20 feet along said right-of-way to a point of spiral, thence, S.25°57'00" W., 203.83 feet to a point on a spiral to the left along said right-of-way whose design data is: length of spiral = 237.20 feet, delta angle = 8°51'44" and radius = 766.78 feet, thence, N.89°51'00" W., 29.18 feet to the southwest corner of Lot 9, Buckcamp Subdivision, thence, N.0°01'00" E., 1287.48 feet to the northwest corner of Lot 9, Buckcamp Subdivision and the south boundary of said Section 30, thence, N.89°49'00" W., 421.18 feet along said south boundary, thence, N.18°14'46" E., 1.05 feet to the south east corner of Payette River Subdivision No. 1, thence, N.18°14'46" E., 309.27 feet along the easterly boundary of said Payette River Subdivision No. 1, thence, N.85°28'00" E., 855.00 feet, thence, N.28°00'00" E., 290.00 feet, thence, N.0°28'23" E., 308.67 feet, thence, N.31°04'00" W., 762.17 feet, thence, N.12°19'00" W., 70.00 feet, thence, N.20°00'00" W., 410.00 feet to the left bank of the North Fork of the Payette River, thence along said left bank: N.37°03'03" E., 451.89 feet, N.71°01'09" E., 215.91 feet, N.80°09'06" E., 169.93 feet, S.77°00'33" E., 223.53 feet, N.82°04'51" E., 199.11 feet, N.58°24'09" E., 123.53 feet, N.48°47'00" E., 350.85 feet, N.50°43'00" E., 259.87 feet, N.9°50'27" E., 209.41 feet, N.18°53'15" W., 74.73 feet, S.34°34'24" W., 223.50 feet, N.68°31'24" W., 327.76 feet, N.62°37'42" W., 341.54 feet, thence, S.89°46'00" E., 988.89 feet to the east boundary of said Section 30, thence, S.0°01'45" W., 659.21 feet to the Point of Beginning, containing 86.585 acres, more or less.

That the undersigned hereby dedicate to the public for public use forever the streets and public right-of-ways as shown on the foregoing plat. Public utility easements are not dedicated to the public, but the right of access to and the use of the public utility easements required to service all lots and parcels within this platting is perpetually reserved.

Marvin E. Whiteman Jr.
Marvin E. Whiteman, Jr.

William E. Mockwitz
William E. Mockwitz, Attorney-in-Fact for Marvin E. Whiteman, Jr.

William E. Mockwitz
William E. Mockwitz

Mayre Sue Mockwitz
Mayre Sue Mockwitz

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

On this 5th day of November, 1982, before me, a Notary Public for the State of Idaho, personally appeared William E. Mockwitz, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Marvin E. Whiteman, Jr., and acknowledged to me that he subscribed the name of Marvin E. Whiteman, Jr., thereto as principal, and his own name as attorney-in-fact.

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

Faye R. Kerr
Notary Public for the State of Idaho

FAYE R. KERR NOTARY PUBLIC STATE OF IDAHO

ACKNOWLEDGEMENT

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

On this 12th day of October, 1982, before me, a Notary Public for the State of Idaho, personally appeared William E. Mockwitz and Mayre Sue Mockwitz, 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.

Faye R. Kerr
Notary Public for the State of Idaho

FAYE R. KERR NOTARY PUBLIC STATE OF IDAHO

Restrictive Covenants filed on Inst. No.

CERTIFICATE OF SURVEYOR

This is to certify that I, Thomas W. Kerr, a Registered Land Surveyor, personally supervised the survey of the land shown on this plat and described in the Certificate of Owners, being in the S½ of the SE¼ and Govt. Lots 6, 7 & 8, of Section 30, T.18N., R.3E., B.M., and Lot 9, Blk. 1, of Buckcamp Subdivision, book 5, page 39 of plats, Valley County, Idaho, and designated as the plat of "Payette River Subdivision No. 2", and that this is a true and correct representation of said survey of said land.

REGISTERED LAND SURVEYOR Thomas

CENTRAL DISTRICT HEALTH ACCEPTANCE

Sanitary restrictions of this platting are hereby removed pursuant to the conditions listed in the L.
Approval on file as Instrument No. _____ in the office of the Recorder of Valley County, Idaho.

Jeffery Lay 9-23-83
CDHD

CERTIFICATE OF COUNTY ENGINEER

This is to certify that I have examined this plat of "Payette River Subdivision No. 2" and determine conforms with the laws of the State of Idaho relating thereto.

Leslie L. Ankenman
County Engineer

REGISTERED PROFESSIONAL ENGINEER LESLIE L. ANKENMAN STATE OF IDAHO

VALLEY COUNTY PLANNING AND ZONING COMMISSION ACCEPTA

Accepted and approved this 14 day of Nov, 1983, by the Valley County Planning an Commission at Valley County, Idaho.

By _____
Chairman

COUNTY COMMISSIONER'S ACCEPTANCE

Accepted and approved this 14 day of Nov, 1983, by the Board of County Commiss Valley County, Idaho.

By Adolf Heinrich
Chairman

APPROVAL OF THE COUNTY TREASURER

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

_____ 11-15-83
County Treasurer date

137271

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO } S.S.
COUNTY OF VALLEY }

This is to certify that the foregoing plat was filed in the office of the Recorder of Valley County, Idaho 15 day of November, 1983, at 10:10 o'clock A.M., by the request of Bill Mockwitz was duly recorded in plat book 7 on page 92.

_____ J. W. Curtis
Deputy Ex-Officio Recorder

SECTION 30, T. 18 N., R. 3 E., B.M.

OUNTY, IDAHO

— Engineer

Streets + Public Ways Assumed Dedicated to Public Use forever County Accepted 8-23-76 Com Min. BK 5 Pg 393

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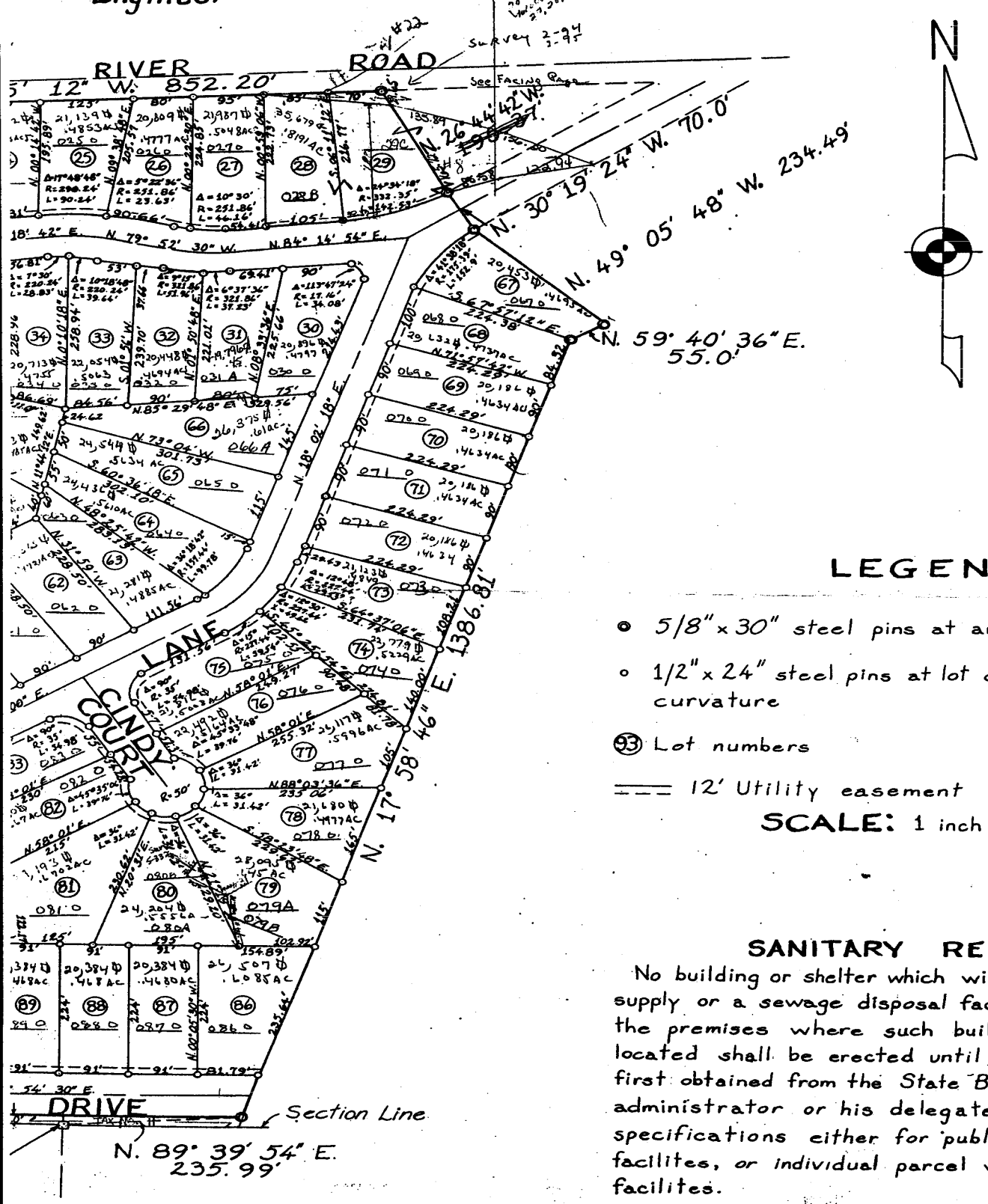


LEGEND

- ⊙ 5/8" x 30" steel pins at angle points on bou
- ∘ 1/2" x 24" steel pins at lot corners and points curvature
- (93) Lot numbers
- ═══ 12' Utility easement

SCALE: 1 inch = 150 feet

SANITARY RESTRICTION

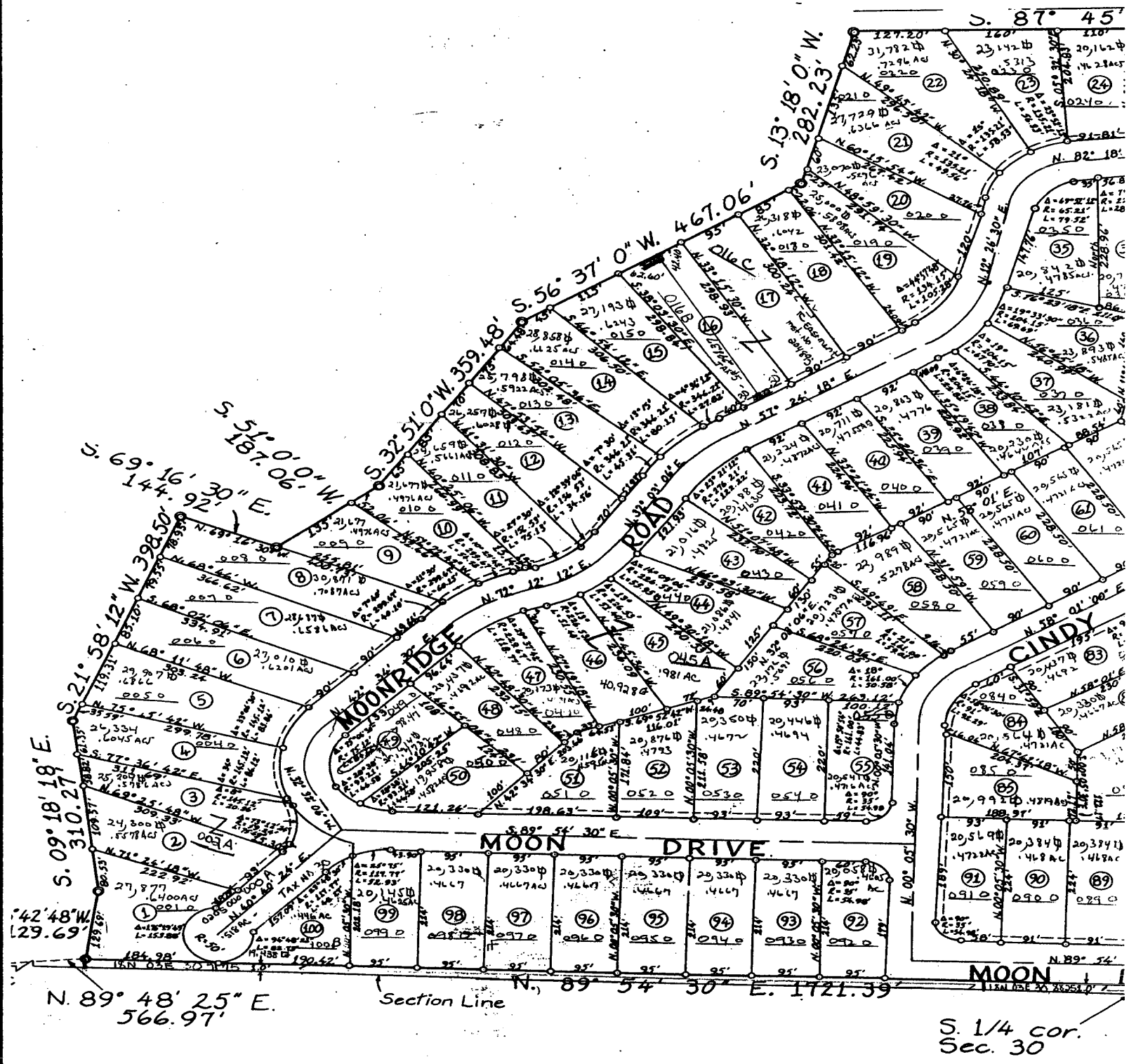
No building or shelter which will require a water supply or a sewage disposal facility for people u the premises where such building or shelter i located shall be erected until written approval first obtained from the State Board of Health by administrator or his delegate approving plans specifications either for public water and/or s facilites, or individual parcel water and/or se facilites.

PAYETTE RIVER

A PART OF THE S2 OF S

VALLEY CO

Bill Harris



Instrument # 414165
VALLEY COUNTY, CASCADE, IDAHO
6-19-2018 11:34:36 AM No. of Pages: 16
Recorded for : JUDY SECRIST
DOUGLAS A. MILLER Fee: 55.00
Ex-Officio Recorder Deputy
Index to: MISCELLANEOUS RECORD

AMENDED AND RESTATED RESTRICTIONS, COVENANTS AND CONDITIONS FOR PAYETTE RIVER SUBDIVISION NO. 1

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AMENDED AND RESTATED
RESTRICTIONS, COVENANTS AND CONDITIONS FOR
PAYETTE RIVER SUBDIVISION NO. 1

The property hereinafter described has been and is subject to Restrictions, Covenants and Conditions signed July 30, 1973, as Instrument No. 79983 and recorded August 14, 1973, Official Records of Valley County, Idaho, and to amendments to those Restrictions, Covenants and Conditions: First Amended signed July 12 ,1998, as Instrument No. 234230 and recorded August 3, 1998; and Second Amended signed November 16, 2002, as Instrument No. 287079 and recorded September 2, 2004; and Amended and Restated signed January 19, 2007, as Instrument No. 318017 and recorded January 31, 2007; all in the Official Records of the Recorder of Valley County, Idaho.

A majority of the votes of Members entitled to vote, measured at the time the vote was taken, having been cast, in person or by written ballot, in favor of the following amendments to the Restrictions, Covenants and Conditions, it is hereby declared that the Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 be amended and restated as follows:

ARTICLE I
PROPERTY

1.1 The Property. All of that property within the subdivision named Payette River Subdivision No.1 located in Valley County, Idaho and further described as Section 30, Township 18 North, Range 3 East, Boise Meridian, the plat of which is filed in the office of the recorder of Valley County, Idaho, Book 4 of plats, page 47, Instrument Number 79827, which record is by reference incorporated herein.

1.2 Binding Effect. The real property described in Article I hereof ("the Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II
DEFINITIONS

2.1 "Annual Assessment" shall mean the portion of all costs of the Association which is to be levied against the Lot and/or Owner of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

2.2 "Architectural Control Committee" or "ACC" shall mean and refer to a designated committee of the Association, consisting of three (3) to five (5) members of the Association in good standing, one of which must be a member of the Board. ACC committee members shall serve by appointment of the Board and shall serve pursuant to the guidance and direction of this Declaration by the Board. Interpretation of this Declaration and any guidelines promulgated as authorized in this Declaration rests with the Board in its absolute discretion.

2.3 "Association" shall mean and refer to Payette River Property Owners Association, Inc., a non-profit Corporation organized under the laws of the State of Idaho, or any successor or assign of said Association.

2.4 "Association Property" shall mean such property as may be owned and operated by the Association for the benefit of the Owners.

2.5 "Board" shall mean and refer to the Board of Directors of the Payette River Property Owners Association, Inc., a non-profit Corporation.

2.6 "Building Floor" shall mean, the covered or interior load bearing building surface upon which appliances, furniture, storage and building occupants are normally found.

2.7 "Commercial Motor Vehicle" shall mean a vehicle with a gross weight rating of 10,001 pounds or more.

2.8 "Declarant" shall mean and refer to Payette River Property Owners Association, Inc., an Idaho non-profit Corporation, its successors and assigns.

2.9 "Declaration" shall mean the recorded Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 hereinabove referenced, as the same may be amended from time to time.

2.10 "Improvements" shall mean structures and construction of any kind on a Lot, above or below the ground such as, but not limited to, buildings, walls, fences, patios, hot tubs, decks, dog runs, and external lighting and exterior painting and/or staining.

2.11 "Limited Assessment" shall mean a charge against a particular Owner and such Owners Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for the failure of an Owner to keep the Owner's Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

2.12 "Lot" shall mean and refer to all Lots within and shown upon the original official recorded plat of Payette River Subdivision No. 1 and except for streets and sidewalks dedicated to the public, as shown upon the recorded plat from July 1973 which provided for one hundred (100) lots. In the event that two or more lots have been consolidated by Record of Survey or other approved Valley County zoning application, the consolidated lots shall be treated as one lot. Mere consolidation for tax purposes without formal Valley County zoning approval shall not be treated as consolidation under this Declaration and the lots shall continue to be counted as lots for all purposed herein.

2.13 "Main Residence Structure" shall mean a residential building intended for single family occupancy together with Out Building(s).

2.14 "Member" shall mean every current beneficial owner (as distinguished from a security owner) of a Lot(s) shall be a member of Payette River Property Owners Association, Inc., a non-profit Corporation. A member, whether an individual, a collection of individuals, a partnership, a corporation, or other associational entity shall have one vote. A Member owning multiple Lots shall have only one vote.

2.15 "Member in Good Standing" shall mean a member who is current in dues, assessments and fines, and is otherwise eligible to vote. Any member who brings his dues, assessments and fines current shall be entitled to vote.

2.16 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.17 "Noxious Weeds" shall mean those weeds classified as undesirable, exotic, injurious, or poisonous pursuant to local, state or federal law.

2.18 "Out Building" means an enclosed, covered building such as a garage or storage facility not directly attached to the main residence structure.

2.19 "Property", when capitalized, shall mean the same as "Subdivision".

2.20 "Public View" shall mean that line of sight from the right of way for public roads that bound an Owners Lot(s) property line(s) whether one lot or several adjacent lots. Line of sight from a neighbor's lot will not be considered as Public View.

2.21 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Member to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration

2.22 "Subdivision" shall mean and refer to the real property constituting the Payette River Subdivision No. 1, according to the official original recorded plat thereof, and every part and parcel thereof, and such additions thereto as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions.

2.23 "Setback" shall mean and refer to the minimum distance between the lawful location of a residence or structure on a Lot from a given street or road or from a Lot line as provided by a plat or otherwise provided for by law or by this Declaration.

2.24 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III
LAND USE RESTRICTIONS

3.1 Land Use

3.1.1 No Lot shall be used for any purpose other than that of a single family residence as defined in Idaho Code.

3.1.2 No building shall be erected, placed, or permitted to remain on any Lot other than for residential purposes, or for a private garage or other Out Building incidental to residential use of the site. Accessory dwelling units commonly called "mother in law" units or "staff quarters" shall not be constructed upon a lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee. No shop or outbuilding may be remodeled, whether in whole or in part, to function as an accessory dwelling unit without first receiving Board approval followed by submittal to the Architectural Control Committee. No garage or outbuilding may be erected except to accompany or compliment an existing single family residence or a single family residence under construction with occupancy to occur simultaneous with occupancy of the garage or outbuilding.

3.1.3 No used structure shall be placed or relocated on any Lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee.

3.1.4 No trailer or recreational vehicle, tent, shack, garage, barn or other Out Building shall be used for private habitation except that, during periods of construction, a trailer house or recreational vehicle may be parked and occupied as needed on a Lot for a period not to exceed eighteen (18) months, except that a temporary habitation may be erected or parked on a lot for not to exceed four (4) weeks continuous and ten (10) weeks cumulative total in any calendar year, regardless as incidental to occupation of the residence in order to accommodate family or other visiting guests of the Owner.

3.2 Animals

3.2.1 Except as provided in 3.2.1.1, no animals, including but not limited to, birds, insects, livestock, or poultry shall be kept or maintained on any portion of Payette River Subdivision No.1 except the keeping of domestic dogs, cats or other household pets which do not constitute a nuisance to other residents.

3.2.1.1 Small Farm Animals: Animals such as chickens, ducks, or rabbits may be boarded permanently or temporarily on any lot as follows:

1. Roosters are prohibited; only hens, and chicks of either sex up to four (4) months old, may be kept.
2. The total number of small farm animals must be no more than six (6) per residence on a Lot or Lots (if more than one Lot owned by one Owner).

3. All small farm animals must be enclosed in a structure that provides for safety, protected from the weather, and providing a minimum of two (2) square feet per animal. Enclosures must be roofed or otherwise enclosed on top as well as all sides and must be kept clean to prevent offensive odors. All feed must be kept in animal proof containers or indoors. Enclosures should be located on the side or behind the dwelling units, but not in front of the dwelling units.

4. Small farm animal enclosures must be set back a minimum of ten feet (10') from the property lines.

5. Outside slaughtering of small farm animals is prohibited.

3.2.2 All allowed pets are to be kept or maintained in compliance with the laws and ordinances of Valley County, Idaho. In this regard, noisome behavior including but not limited to: consistent and/or chronic barking and chasing of vehicles and/or pedestrians shall be considered a nuisance.

3.2.3 All allowed pets must be kept within the boundaries of the Lot or Lots occupied by the pet's Owner or on a leash. This provision applies to but is not limited to residents, guests, renters, and construction workers. All pet Owners are responsible for the cleanup of their animal's waste.

3.3 Sanitation

3.3.1 No part of Payette River Subdivision No.1, above or below ground, shall be used or maintained as a dumping or storage ground for garbage, trash, refuse, or other waste. Such material shall be removed on a regular basis but not less frequently than weekly.

3.3.2 Each property Owner will provide suitable receptacles for the temporary collection and storage of refuse on that property Owner's lot. Bear proof containers are recommended.

3.3.3 Construction debris shall be removed from an Owner's lot on a regular basis but not less frequently than weekly, and all building materials shall be removed from the lot, or moved to an enclosed space, promptly upon substantial completion of construction.

3.4 Noxious Weeds. Lot Owners will be responsible for the control and eradication of Noxious Weeds, as defined by applicable local, state or federal law, on their respective lots.

3.5 Storage Tanks and Heating/Cooling Apparatus. Any tank used in connection with any building for the storage of fuel, water, lubricants, or other liquids or gasses, and any permanent air conditioning and/or heating and cooling apparatus must be located underground or concealed from public view, as defined in this Declaration, by an appropriate screen or enclosure as approved by the ACC.

3.6 Trees

3.6.1 Trees are encouraged to be removed only as necessary for approved construction, protection of persons and/or property including wildland fire mitigation or "firewise" recommendations, and the prevention and/or spread of disease.

3.6.2 No commercial logging will take place in Payette River Subdivision No. 1.

3.7 Motorized Vehicles; Parking

3.7.1 No motorized vehicle shall be parked on the street on a daily or continuous basis. Each Lot Owner shall be required to provide adequate off-street parking, not only for the Owner but also for anticipated guests, and in that regard, to provide for adequate snow removal in winter to accomplish this end.

3.7.2 No motor vehicle of any type, or part thereof, and in a non-operative condition, shall be permitted to remain on any lot or street in Public View as defined in this Declaration for more than thirty (30) days in any calendar year. After a ten (10) day written notice is served on the violator, any such vehicle, or part thereof, which does not display current or valid license plates and safety inspection stickers as required by law, shall be deemed to be a non-operating vehicle and may be removed at the request of any Owner and at the expense of the owner of said vehicle.

3.7.3 All motorized vehicles such as snow machines, motorcycles, and other similar All Terrain Vehicles (ATV's) may be operated within the subdivision in accordance with State and local laws. All motorized vehicle traffic within the subdivision must be conducted in a safe, prudent, and lawful manner and not create a public nuisance.

3.7.4 Recreation vehicles including but not limited to trailers, campers, and motor homes belonging to visitors or guests may be parked and occupied on the premises for a period not to exceed four (4) weeks consecutive and ten (10) weeks cumulative in any given calendar year.

3.7.5 Commercial Motor Vehicles may not regularly be parked forward of any dwelling on a daily or continuing basis.

3.8 Noise. Members shall not, and shall ensure that their guests do not, make unreasonable noise which is disturbing to others in the neighborhood. Members shall take reasonable precautions to avoid loud noise from any source between the hours of 10:00 p.m. and 7:00 a.m.

3.9 Fire Prevention. All lots shall be maintained so as to minimize the risk of wildland fire. Adoption of Firewise standards for maintenance of lots is encouraged. The use and possession of fireworks, whether legal or illegal under Idaho law, is prohibited on any lot. Open burning on any lot shall only be allowed upon such conditions as are approved by the Idaho Department of Lands and only when the Owner or occupant of the lot has acquired all necessary permits.

ARTICLE IV
CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE

4.1 Approval of Construction Plans and Conditions of Construction

4.1.1 As per Article III of this Declaration, no more than one Main Residence Structure shall be erected on one Lot.

4.1.2 Every structure, building, or improvement constructed on any Lot must, if required, receive a building permit or zoning approval and shall comply with all applicable building and zoning codes. No buildings or improvements shall be built, constructed, placed, or materially altered on any Lot unless and until the plans and specifications therefore have been reviewed and approved in advance by the ACC in accordance with the provisions of this Declaration. Thereafter, each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Any structure or improvement which has been damaged or in need of repair by any cause may be repaired or rebuilt without ACC approval if the repaired or rebuilt structure or improvement will be identical to the structure or improvement that was damaged or destroyed, but shall still be required to obtain all required building permits and zoning approvals, if any required.

4.1.3 All buildings and improvements shall be of such design as to compliment the natural environment of the area as well as existing buildings and shall be of a high quality of workmanship and materials. Building materials shall consist of natural wood, stone, or other materials native to the area or materials that closely simulate such, and no building shall be constructed in such a manner that sheet metal is utilized as the predominate exterior wall sheathing material. Likewise, paint and/or stain colors shall blend with and compliment the natural surroundings. Notwithstanding the foregoing, painted metal roofing materials shall be allowed in colors that otherwise blend with and compliment the natural surroundings.

4.1.4 The ground floor of the Main Residence Structure, exclusive of open porches or garages shall not be less than one thousand (1000) square feet for a building consisting of one Building Floor nor less than eight hundred (800) square feet for a building consisting of two (2) Building Floors. Any existing Main Residence Structures which do not meet these minimum standards on July 1, 2017, are accepted as non-conforming structures and may be remodeled so long as the remodeling does not reduce the square footage below the square footage of said residence that existed on July 1, 2017.

4.1.5 No building or structure of any kind shall be constructed to include more than two (2) above-ground Building Floors. In any case, the maximum height of any building or other structure, including any loft, shall be thirty-five feet (35) from the foundation level, and shall be in compliance with Valley County, Idaho zoning ordinances and Building Department requirements. A walkout basement shall not generally be considered an above-ground Building Floor.

4.1.6 No part of any Main Residence Structure or Out Building shall be located or placed on any Lot less than twenty-five (20) feet from the front property line.

4.1.7 No part of any Main Residence Structure or Out Building shall be located on any Lot less than seven and one half (7-1/2) feet from any side and twenty (20) feet from any rear property line, provided that if a Main Residence Structure, with or without an Out Building, are proposed to be constructed on two or more contiguous Lots, the Setback restrictions will apply to the Lots as a single parcel.

4.1.8 Set Backs on structures incidental to any building, such as but not limited to, steps, attached or detached open porches, patios, fire pits, hot tubs, decks, dog runs, gazeboes, and like construction may be submitted for consideration by the Board in its absolute discretion on a case by case basis.

4.1.9 Eaves and similar extrusions from any structure shall be considered part of the structure for the purpose of determining setbacks there from.

4.2 Fences

4.2.1 All fences must be approved by the ACC prior to construction.

4.2.2 No fence, hedge or boundary wall located or constructed on the sides or back of any Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge or wall is located. For the purposes of this section, any part of a lot adjacent to a public road is considered a "front yard" and therefore the maximum height for any fence in a front yard may not exceed four (4) feet in height as provided in 4.2.3 below.

4.2.3 Fences, hedges or boundary walls located or constructed at the front of a Lot or Sites shall have a height not greater than four (4) feet and be constructed of natural materials consistent with existing structures. Provided, however, that any owner wishing to construct a front fence in excess of four (4) feet who can show that the fencing in excess of four (4) feet allows for vision from without and within sufficient to avoid the appearance of creating a compound or fortified enclosure may seek approval of the ACC and may proceed with construction only as approved by the ACC after consultation with the Board as to whether the proposed fence may be approved.

4.3 Architectural Control Committee

4.3.1 The right to appoint and remove members of the ACC shall be vested in the Board of Directors of the Association.

4.3.2 The ACC shall have the responsibility to interpret the covenants and conditions related to construction plans and plans for improvements, pursue approvals and certificates of compliance with the covenants and inspect and recommend proceedings to the Board to enforce the covenants and conditions. In situations of a conflict or dispute between a member and the ACC, the member can appeal to the Board regarding the ACC decisions. All appeals must be in writing specifying the grounds for the appeal and filed with the Secretary of the Association not later than fifteen (15) days after the decision of the ACC.

4.3.3 No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot until the design and construction plans and specifications have been submitted to and approved by the ACC.

4.3.4 Proposed plans and specifications for new buildings and any exterior remodeling or exterior additions to existing buildings or structures must be submitted to the ACC in writing over the signature of the Owner or his authorized agent. For new buildings and any remodeling or additions to existing buildings or structures which require a building permit, the initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways and attached fencing may be submitted to the ACC before Owners are committed to a large investment for detailed architectural drawings. If ACC responds favorably to the sketch or concept drawings, Owner shall submit detailed architectural drawings and specifications to the ACC. Specifications shall include elevation and site plans, exterior finish colors and materials, and any additional specifications as may be requested by the ACC. For all other improvements, submittal can be limited to a sketch and written description of plan along with plot sketch indicating location, materials to be used, exterior colors and proposed construction time frame. No construction may commence until Owner has received ACC approval.

ACC must respond within thirty (30) days after receipt of a complete application unless the ACC notifies the Owner prior to the expiration of ten (10) days after receipt that the application is incomplete, specifying what else is required and the additional estimated time that will be required to complete its review and recommendations after receipt of the incomplete information but in any case not later than thirty (30) days after receipt of a complete application.

4.3.5 Neither the ACC nor its individual members shall be liable for damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person submitting plans and specifications to the ACC for approval agrees, by submission of such plans and specifications, and every Owner or occupant of any lot agrees, by acquiring title thereto or an interest therein, that he will not bring any action of suit against the ACC or its individual members to recover such damages.

4.3.6 The Architectural Control Committee shall have authority to make and publish rules and regulations to carry out its responsibilities, but such rules and regulations must be approved by the Board before application to any building or improvement. In addition, the ACC may promulgate guidelines for buildings and improvements which shall be submitted to the Board for approval. The guidelines will only amplify the covenants and conditions of this Declaration. To the extent there may be a conflict, the provisions of this Declaration shall control. All approved rules, regulations, and guidelines shall be available to any Owner or Owner's agent upon request.

4.4 Grandfather - Nonconforming Structures and Improvements

All violations of Article IV of this Declaration for any Main Residence Structures which exist at the time of recording this Declaration shall be permitted to remain as nonconforming structures except where the violation of Article IV of the Declaration also constitutes a violation of duly adopted building or zoning regulations of Valley County, Idaho or other governmental jurisdiction having authority over the subdivision. A nonconforming Main Residence Structure may be altered or remodeled so long as the alteration or remodel does not increase the nonconformity. Alterations or remodeling which decrease the nonconformity of a nonconforming structure shall be allowed but are still subject to review by the ACC or Board as set out in this Declaration. As an example: If an existing Main Residence Structure contains less square footage than required by this Declaration, the home may be altered or remodeled if it will contain at least the same or more square footage than before the alteration or remodeling.

If any other violation of Improvements which exist at the time of recording this Declaration is altered, enlarged, expanded, modified or otherwise changed in any way, the new modification or change must be made in accordance with the current covenants and the violation previously allowed under this clause must be corrected to conform to the current covenants. As an example: If a section of an existing seven foot tall fence is replaced by a new fence, the new fence must conform to the current covenants and the remaining section of the old fence must also conform to current covenants.

Nothing in this provision shall be deemed to excuse or allow nonconforming buildings, structures, or improvements erected in violation of preceding versions of the Declaration.

ARTICLE V
PROPERTY OWNERS ASSOCIATION

5.0 The Association.

The Payette River Property Owners Association, Inc., a non-profit Corporation has been incorporated under the laws of the State of Idaho as a nonprofit corporation and has adopted Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

5.1 Power and Duties of the Association.

5.1.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It 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 this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and the performance of the other responsibilities herein assigned, including without limitation:

5.1.1.1 Assessments. The power to levy assessments (annual, special and limited) on the owners of Lots and to force payment of such assessments, all in accordance with the provisions of this declaration.

5.1.1.2 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 or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

5.1.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.1.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (and the Association rules not in conflict therewith). 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 said Association rules shall have the same force and effect as it they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles, or Bylaws, the provisions of the Association rules shall be suspended by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.1.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association through its Board of Directors, or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and Bylaws. Recognizing its position as a fiduciary, the Board of Directors is authorized to adopt policies regarding ethics, conflicts of interest, and other matters affecting the proceedings of the Board in order to provide accountability to the Members.

5.2 Meetings of the Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws, which shall also set forth the requirements for a quorum.

5.3 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a 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 from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws. Directors and Officers may be removed as provided in Idaho Code 30-30-608.

5.4 Membership

5.4.1 Every Owner of a Lot or Lots shall be a Member of the Association. Membership is not intended to include persons or entities holding an interest merely as security for the payment of an obligation.

5.4.2 Membership shall be appurtenant to and may not be separated from Ownership in any Lot.

5.4.3 Ownership of a Lot or Lots in Payette River Subdivision No. 1 shall be the sole qualification for membership, provided that the vote of said membership may be suspended as elsewhere herein provided, and membership shall automatically transfer to any successors with Ownership interest in a Lot or Lots. Where two or more owners own a Lot(s), only one vote shall be allowed, and such joint owners shall designate the name of that owner entitled to cast such single vote.

5.4.4 At any time that an Owner is delinquent in payment of assessments or fines, the voting privileges of said Owner shall be suspended. Upon payment of the delinquent assessments, and payment of any expenses of the Association in connection therewith, said voting privileges shall be reinstated.

ARTICLE VI
BOARD OF DIRECTORS

6.1 Powers of the Association Board

6.1.1 The Association Board shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners with their consent, to initiate and maintain actions and suits to restrain and enjoin any violation or threatened violation of this Declaration including violations of Association rules adopted pursuant to this Declaration and to enforce these rules by mandatory injunction or otherwise. The Board shall also have the authority, but not the obligation, to adopt rules and regulations to provide for a hearing before the Board, upon prior notice, before action is taken against any Owner for violation of this Declaration.

6.1.2 The Association Board, as well as any Owner, shall have the right to enforce or remedy, by any proceeding at law, any conditions, violations, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future. The cost of such corrective action, together with interest, related expenses, and attorney's fees may be assessed and collected as set forth in this Declaration.

6.1.3 Imposition of Fines. The Board has the authority to impose a fine for violations of this Declaration. As required by Idaho law, in order to impose a fine, the following process will be used:

a. A majority vote by the Board will be required prior to imposing any fine on a Member for a violation of this Declaration;
b. Written notice by personal service or certified mail of the meeting during which such Board vote is to be taken will be given to the Member at least thirty (30) days prior to the meeting;
c. In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith, as evaluated and judged by the Board, until fully resolved.
d. No portion of any fine will be used to increase the remuneration of any Board member or agent of the Board beyond the reasonable enforcement costs borne by the Association and as otherwise provided for in this Declaration.
e. If he or she chooses to do so, a Member shall have the right to appear at the Board meeting where the Board is scheduled to take a vote on imposition of a fine for violating the terms of this Declaration, and to make a statement to the Board, subject to the duty of the Board Chair to limit the statement or presentation to a reasonable amount of time as determined by the Chair in his or her discretion.

6.1.4 The Board shall have authority to collect interest on delinquent dues and assessments at the legal rate of interest.

ARTICLE VII
COVENANT FOR DUES AND ASSESSMENTS

7.1 Covenant for Payment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed thereby to covenant and agree to pay to the Association:

7.1.1 Annual dues and any Special Assessments of the Association; and

7.1.2 Limited assessments for failure of Owner to properly maintain their property or correct any nonconforming use or condition, by whomsoever or whatsoever caused. Such assessments shall be established and collected as herein provided.

7.2 Lien for Unpaid Dues or Assessments. The annual dues, and any special or limited assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such dues obligation or assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the dues or assessment fell due. The personal obligation for delinquent dues or assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

7.3 Purpose of Dues and Assessments. The dues or special assessments charged, and limited assessments imposed by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Lot and for the visual harmony, aesthetic appeal and property value of the Subdivision, including enforcement of this Declaration.

7.4 Uniform Rate of Dues. Annual dues must be fixed at a uniform rate for all Members and may be collected on a monthly basis ('one-twelfth each month) or on a quarterly basis (one-fourth each quarter), or on an annual basis, as determined by the Board.

7.5 Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any dues or assessments not paid within thirty (30) days after the due date may bear interest at the rate allowed by law in Idaho for liquidated obligations, commencing 30 days after the due date. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. Nonetheless, the Association may file a Claim of Lien, evidencing such lien, not less than thirty (30) days after the due date of the assessment as allowed by Idaho Code 45-810. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the property, in the same manner as provided by law as to statutory liens, or both. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by abandonment of his Lot.

7.6 Subordination of the Lien to Mortgages. The lien of the dues and assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VIII
ENFORCEMENT

8.1 Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

8.1.1 The Association.

8.1.2 The Owner or Owners (including Declarant) of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien provided for herein.

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

8.3 Non-Liability for Enforcement or for Non-Enforcement. Neither the Association nor the Board or officers of the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the By-Laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.5 No Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

8.6 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.

ARTICLE IX
GENERAL PROVISIONS

9.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

9.2 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by not less than seventy-five percent (75%) of all Members and duly acknowledged as to each executing Owner, is recorded in the official records of Valley County, Idaho. This Declaration may be amended during the first twenty (20) year period. Such proposed amendment shall be printed on ballots and distributed to all Members by mail with the Board's recommendation. Following such ballot vote the Board shall canvass the ballots cast and in the event that a majority of the Members in Good Standing authorizes the amendment, the Board shall certify and attest to the results of the election whereupon the amendment(s) shall be recorded in the official records of Valley County, Idaho. Amendments are effective upon the date the amendments are recorded.

THE UNDERSIGNED certify that the above Amended and Restated Restrictions, Covenants and Conditions were approved by the majority vote of Members by ballot instrument with notarized signatures by Owners owning not less than fifty-one percent (51%) of all the Lots in Payette River Subdivision No. 1 (Lots being as shown on the July 1973 official recorded plat which provided for one hundred (100) lots).

IN WITNESS WHEREOF, the undersigned being the officers and members of the Board of Directors of the Payette River Property Owners' Association have hereunto set their hands this 10th day of June, 2018.

Judy L. Secrist

Judy L. Secrist, President

Christy B. Wonenberg, Secretary

Kathryn A. Scott

Kathryn A. Scott, Treasurer

DEBORAH L. BLAKE
NOTARY
PUBLIC
STATE OF IDAHO

Notary: Deborah L Blake
Located in: McCall, Valley County, Idaho
My Commission Expires: 05/01/2021

SECOND AMENDMENT TO THE
PAYETTE RIVER SUBDIVISION NO. 2
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This instrument constitutes the second amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the "Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370 of the official records of Valley County, Idaho.

Come now, Ruth Dickinson, Corporate Secretary of the Payette River No. 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 2, 2001, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted that of the 92 possible votes that could be registered for the amendment the records of the Payette River No. 2 Property Owners Associations, Inc. 33 votes have affirmatively been voted to adopt the foregoing amendment to Section 4.6 of the Covenants and Conditions; and 59 of the votes that were eligible to vote on the issue abstained from voting.

In accordance with the authority of the various property Owners in Payette River Sibdivision No. 2 to modify and amend the covenants and Conditions, Article 4 is hereby amended effective as of the date this document is recorded to revise and restate Section 4.6 to incorporate the information set forth in italics as noted below:

> Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of $100.00. Plans and specifications must be prepared or approved by *a State licensed architect* prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicting floor plan, elevations, site and plot plan indicating all building, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

As amended Section 4.6 of the Covenants and Conditions shall henceforth read as follows:

> Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of $100.00. Plans and specifications must be prepared or approved by *an Idaho State licensed architect and/or Idaho State licensed engineer* prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan elevations, site and plot plan indicating all buildings, driveways, attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural.

Instrument # 257036
VALLEY COUNTY, CASCADE, IDAHO
2001-09-13 08:33:24 No. of Pages: 3
Recorded for : RUTH DICKINSON
LELAND G. HEINRICH Fee: 9.00
Ex-Officio Recorder Deputy
Index to: SANITATION RESTRICTION

drawings.

Except as modified or amended by this instrument, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370 of the official records of Valley County, Idaho which remain binding and in full force.

In witness whereof, Ruth Dickinson has executed this instrument effective Monday, September 10, 2001 as Corporation Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.

Ruth Dickinson

Ruth Dickinson, Corporate Secretary
For Payette River Subdivision No. 2 Property
Owner's Association, Inc.

VERIFICATION

VERIFICATION

State of Idaho

County of Valley

On the 10th day of September, in the year 2001, before me, a Notary Public, in and for said sate, personally appeared before me, Ruth Dickinson, Corporate Secretary for Payette River Subdivision No. 2 Property Owners' Association, Inc., and being first duly sworn, declared that the statements contained in the foregoing document are true, and that she executed same on behalf of Payette River Subdivision No. 2 Property Owner's Association, Inc.

(Notary Seal)

CINDY L. MORLEY
Notary Public
State of Idaho

NOTARY PUBLIC
Residing at: McCall
My Commission Expires: 8-16-2007

THIRD AMENDMENT TO THE PAYETTE RIVER SUBDIVISION NO. 2 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This instruments constitutes the third amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the " Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370, October 21, 1996 as Instrument No. 221641, and September 13, 2001 as Instrument No. 257036 of the official records of Valley County, Idaho.

Come now, Ruth Dickinson, Corporate Secretary of the Payette River No. 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 1, 2002, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No. 2 Decollation of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted of the 91 possible votes that could be registered for the amendment the records of the Payette River No 2 Property Owners Associations Inc. 33 votes have affirmatively been voted to adopt the foregoing amendment to Article 3 Section 3.15.1. Article 4 Section 4.3, and to add 4.10 of the Covenants and Conditions; and 58 of the votes that were eligible to vote on the issue abstained from voting.

In accordance with the authority of the various property Owners in Payette River Subdivision No. 2 to modify and amend the Covenants and Conditions, Article 3 is hereby amended effective as of the date this document is recorded to revise and restate Section 3.15.1. This also is to amend the Covenants and Conditions, Article 4 is hereby amended effective as of the date this document is recorded to revise and restate 4.3 and to add 4.10 to incorporate the information set forth in italics as noted below:

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public streets, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at least a one-car garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking until shall be located entirely within the Lot lines.

As amended Section 3.15.1 of the Covenants and Conditions shall henceforth reads as follows:

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public street, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at lease a *two-car* garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

Instrument # 265047
VALLEY COUNTY, CASCADE, IDAHO
2002-09-11 02:17:36 No. of Pages: 2
Recorded for : RUTH DICKINSON
LELAND G. HEINRICH Fee: 6.00
Ex-Officio Recorder Deputy
Index to: RESTRICTIVE COVENANT

4.3 This Committee shall consist of three voting members.

As amended Section 4.3 of the Covenants and Conditions shall henceforth read as follows:

4.3 This Committee shall consist of three voting members *and is to include an alternate-voting member for the total of 3 voting members and 1 alternate member.*

As Section 4.10 is a new addition to the Covenants and Conditions it shall read as follows:

4.10 The majority of the Architectural Control Committee members to discuss reviews and authorizes all plans.

Except as modified or amended by this instruments, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370, No. 221641 and No. 257036 of the official records of Valley County, Idaho which remains binding and in full force.

In witness whereof, Ruth Dickinson has executed this instrument effective Monday, September 9, 2002 as Corporate Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.

Ruth Dickinson

Ruth Dickinson, Corporate Secretary
For Payette River Subdivision No. 2
Property Owner's Association, Inc.

STATE OF IDAHO, COUNTY OF VALLEY

On this day of Sept. 10, 2002 before me, a notary public in and for said State, personally appeared Ruth Dickinson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

CINDY L. MORLEY
Notary Public
State of Idaho

Cindy L. Morley
Notary Public

Resident at McCall, Idaho
Comm. Expires

My Commission Expires On
August 16, 2007

PAYETTE RIVER SUBDIVISION NO. 2
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE ONE
1.0 Property Subject to this Declaration of Protective Covenants

1.1 Payette River Subdivision Partnership ("Declarant"), an Idaho general partnership (composed of L. B. Industries, Inc., an Idaho corporation and Marvin E. Whiteman, Jr., a single man, as its partners) having its principal place of business and mailing address located at P.O. Box 2797, 1401 Shoreline Drive, Boise, Idaho, 83701, is the Owner of all of that property within the subdivision named Payette River Subdivision No. 2 in Valley County, Idaho located in Section 30, Township 18 North, Range 3 East, Boise Meridian, except Lots 11 and 99 of Payette River Subdivision No. 2 (Lots 11 and 99 of Payette River Subdivision No. 2 were originally sold prior to Declarant's acquisition of the ownership the remainder of Payette River Subdivision No. 2 and prior to the recordation of these protective covenants, conditions and restrictions (generally referred to herein as "Covenants and Conditions"). As such, Lots 11 and 99 will not be deemed to be subject to the benefits and encumbrances imposed by these protective covenants unless or until the current owners of said Lot 11 and/or Lot 99 execute and record a document subjecting their lots to these Covenants and Conditions). The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements platted as Payette River Subdivision No. 2 (except Lots 11 and 99) as recorded in the office of the County Recorder of Valley County, Idaho, on November 15, 1983 as Instrument Number 132271 of the Records of Valley County, Idaho (as modified by any recorded amendments thereto).

1.2 It is the intent of the Declarant that the covenants, conditions, and restrictions set forth herein shall apply to more adequately and completely provide for the future development, management and use of the lots, roadways and common areas of the Subdivision than as provided by the "Building Restrictions" which were previously recorded on November 15, 1983 as instrument number 132272 of the Records of Valley County, Idaho. In that regard, this declaration of covenants, conditions and restrictions shall serve to supersede the restrictions imposed upon the real property within the Subdivision in all cases except for Lots 11 and 99. Until or unless the then current owners of Lots 11 and/or 99 agree to impose the benefits and restrictions set forth herein upon their respective lots, the owners and occupants of said Lot 11 and said Lot 99 shall not be subject to nor have the rights which are hereby granted and imposed on Lots 1 through 10 and 12 through 98 within the Subdivision.

1.3 To the extent that any provisions of this declaration of covenants, conditions and restrictions is not deemed, by a court of competent jurisdiction, to supersede a restriction imposed by the Building Restrictions, recorded as instrument number 132272 of the Records

of Valley County, Idaho, the pertinent provision of the Building Restrictions shall be deemed to be applicable but the remainder of this declaration of covenants, conditions and restrictions shall remain in full force and effect.

2.0 ARTICLE TWO
General Purposes and Definitions

2.1 The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2 As used herein the following words and terms shall have the following meanings.

2.2.1 "Architectural Control Committee" shall mean that certain committee initially established by the Declarant (and later the Association) to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.3 "Building Site(s)" or "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee Owner (other than Declarant) of said plot of the Subdivision. If two or more Lots, or parts of two or more Lots, as designated on the recorded Plat of Payette River Subdivision No. 2 or on any phase

thereof, are contiguous and described in such original conveyance from Declarant to the first fee Owner, if so elected by such first fee Owner, such Lots or parts thereof shall be treated as a single Building Site for purposes of the Covenants herein contained.

2.2.4 "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located and any property designated and held by the Declarant for use as a Common Area and any property deeded by the Declarant to the Association for use as Common Area. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.

2.2.5 "Common Facilities" shall mean the facilities developed by the Declarant or the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature situated in the Subdivision which the Declarant has designated for future transfer to the Association or which the Association may from time to time own, lease, operate or otherwise control.

2.2.6 "Declarant" shall mean Payette River Subdivision Partnership an Idaho general partnership and its successors and assigns.

2.2.7 "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the owners of said lots adopt these Covenants and Conditions as provided in Article One).

2.2.9 "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

2.2.10 "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

2.2.11 "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.

2.2.12 "Out Lot" shall mean a lot reserved by Declarant for open space, roadways, utilities or recreational facilities.

2.2.13 "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.

2.2.14 "Subdivision" shall mean the land described in Article One. Declarant may, pursuant to the following provisions of this declaration, amend Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

ARTICLE THREE
3.0 Covenants and Conditions

3.1 Land Use and Building Type.

No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located of erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

(a) During the construction period for a given Lot (which must be completed within twelve (12) months - see Section 3.12) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

(b) After the construction of a Single Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.

No Lot (including Lot 60) shall be used for any retail commercial or business purposes whatsoever. The covenants set forth within this Section 3.1 shall not apply to Declarant's or its agent's real estate sales office, and the activities conducted in connection therewith.

3.2 Approval of Construction Plans.

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article Four.

3.3 Minimum Floor Area and Building Heights.

3.3.1 Single Family Residence - no main residence structure shall be permitted on any Building Site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,200 square feet.

3.3.2 Single Family Residence - no main residence structure shall be permitted have more than two (2) above ground floors (a daylight basement shall not generally be considered an above ground floor). In the case of a two (2) story (above ground) structure, the first floor shall have no less than 800 square feet of the required 1,200 square feet of total habitable floor area.

3.3.3 The maximum height of any building shall be in compliance with the Valley County zoning ordinances.

3.4 Set Back Requirements.

Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat, there shall be no general rule for the location of Improvements with relation to property lines but the location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

3.5 Fences.

To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers, be approved). No lot line fencing will be permitted. In addition, it is noted that in no case will fencing, walls or barriers be permitted on the river front slope or downhill area of Lots 1 through 19.

3.6 Signs.

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent, and except temporary signs used by Declarant, or its agent, to advertise property in Payette River Subdivision No. 2.

3.7 Easements.

Easements and rights-of-way as described on the recorded plat of Payette River Subdivision No. 2 have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling, Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

3.8 Garbage and Refuse Disposal.

3.8.1 Except as noted in Section 3.8.2, no part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste. At all times the Subdivision shall be maintained in a sanitary condition.

3.8.2 Prior to the sale of Lots 63, 64 and/or 65, Declarant and its agents may use all or a portion of such unsold Lots 63, 64 and/or 65 for the storage and burning (burning must comply with governmental regulations and laws) of dead trees and other construction debris generated during the development of the Subdivision and also the development of adjacent areas which are designated as Payette River Subdivision No. 3. All such debris shall be burned, buried or otherwise removed from the Subdivision by Declarant as of the date Declarant sells the Lot in question or Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision.

3.8.3 All fish cleaning shall be performed at designated locations in the Common Areas or will be performed on the Owner's own Lot. All debris and waste from fish cleaning will be properly disposed of in appropriate garbage containers. Under no circumstances will dead fish or fish parts be left on the ground or thrown into the water of the Payette River.

3.8.4 Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the Building Sites (except for cooking).

3.8.5 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse on their Lot and all such receptacles shall be screened from public view and protected from disturbance.

3.8.6 Except as noted in Section 3.8.2, these restrictions also apply to contractors doing construction work.

3.9 Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.

3.10 Animals, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose. Household pets kept for personal or recreational purposes must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner. No horse may be kept on any Lot not an addition (except Lot 99 which shall continue to have the right to keep up to three (3) horses on said lot as presently permitted by the "Building Restrictions", even if Lot 99 becomes subject to these Covenants and Conditions).

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals and Owners may be cited and fined. When dogs are out of their enclosures the Owner is responsible to keep them on a leash and for cleanup of animal waste in the Common Areas or other areas outside their Lot.

3.11 Landscaping.

Declarant has set aside some Wetland areas as Common Areas, as designated on Declarant's Master Plan and Plat of the Subdivision. These Wetland areas are not to be destroyed.

The area 25 feet above the median high water mark along the Payette River is designated as a riparian zone and no disturbance will be allowed in this area except as permitted by governmental ordinances or laws.

In order to insure protection of the water quality of the Payette River and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas. Well water shall be restricted to domestic use only (domestic use is deemed to include non commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).

3.12 Continuity of Construction.

All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Architectural Control Committee.

3.13 Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices.

3.14 Sewage Disposal.

Valley County and the Idaho Department of Health and Welfare have determined that septic tanks and leach fields may not be used in this Subdivision for the disposal and treatment of sewage (based on soil tests, proximity of the water table and the proximity of the Payette River). In that regard, it is required that each dwelling constructed in the Subdivision be connected to an operating and approved central sewage treatment system for the disposal of sewage before an occupancy permit for such dwelling will be issued by Valley County. Each dwelling must use the central sewage treatment system which has been approved by Valley County and the Idaho Department of Health and Welfare for use within the Subdivision. If an Owner or any other party proceeds to build upon a Lot before a central sewage treatment plan has received operational approval, an occupancy permit for such dwelling will not be able to be acquired until the plant has been approved as operational by the pertinent governmental agencies. In order to hook up to and use the central sewage treatment system, the Owner of a Lot will be required to pay the then current standard hook up fee and the monthly maintenance fees as established from time to time by the operator or owner of the central sewage treatment plant. A connection point for access and the ability to hook up to said sewage treatment system is located either within the property line or adjacent to each Lot.

3.15 Parking.

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public streets, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at least a one-car garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.15.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

3.16 Trailers and Motor vehicles.

No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided. No motorized "off-the-road" vehicles shall be operated on any Lot in a noisy or disturbing manner which would create a nuisance.

3.17 Antennas.

Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Lot. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support. Any satellite dish shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

3.18 Storage Tanks.

Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

3.19 House Numbers and Mailboxes.

Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot. Mailboxes installed along the roads shall be of wood construction with a wood post in order to achieve a uniform appearance. Mailboxes shall be paid for by the Owner.

3.20 Water Quality.

The Association shall have the authority to adopt rules and regulations to ensure and to protect the natural beauty and water quality of the Payette River where adjacent to the Subdivision.

3.21 General Restrictions Applicable to Common Areas and Common Facilities.

3.21.1 The Common Areas and Common Facilities shall be under ownership and control of the Declarant until the Declarant creates and deeds over the said Common Areas and Common Facilities. Declarant retains the right to create and deed over Common Areas and Common Facilities as it deems appropriate, but Declarant must deed all Common Areas and Common Facilities to the Association as of the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision.

3.21.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

(a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.

(b) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the development and/or sale of property within the Subdivision.

(c) Such other persons or entities as the Association shall from time to time grant the right of use.

3.21.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and user charges, if any, prescribed by the Declarant from time to time (prior to the deeding of such Common Areas and Common Facilities to the Association) and thereafter, as prescribed by the Association from time to time.

3.21.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described and made of record.

3.21.5 Only the Declarant (prior to title to the Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.23.

3.21.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.

3.21.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.

3.21.8 There shall be no camping in any Common Area.

3.22 Common Areas: Construction and Alteration of Improvements, etc.

After title to a Common Area is vested in the Association, no Improvement, excavation or work which in any way alters such Common Area from its state on the date such Common Area is so conveyed, shall be made or done except upon strict compliance with the following provisions of this section:

3.22.1 With the exception of the Declarant (prior to the time that the Association is vested with fee title to said Common Area), or a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.

3.22.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters, upon a Common Area, it shall not do so until a permit has been

obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

(a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and

(b) That such work if under right of easement, (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, or any property for which an easement has been reserved or granted by Declarant or (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property; or (cc) is desirable to protect or preserve any property within the Subdivision; and

(c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.22.3 Without approval of the Architectural Control Committee, the Association may:

(a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans for such Improvement as they existed upon the Common Area when it was conveyed to the Association;

(b) Replace destroyed trees or other vegetation, and, to the extent that the Association deems necessary, plant trees, shrubs, ground cover and other vegetation;

(c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

(d) That such work does not violate Federal, State, and Local Government Agencies' Laws, Ordinances and Restrictions

3.22.4 Without approval of the Architectural Control Committee, the Declarant may construct, reconstruct, replace or refinish any

Improvement intended to be constructed on a Common Area, or any portion thereof, as a part of the development work of the Subdivision.

3.23 Mining/Oil Drilling.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Subdivision.

3.24 Work in Progress.

The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice or non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

3.25 Machinery and Equipment.

No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

3.26 Restriction on Further Subdivision.

No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Declarant from subdividing any portion of the Subdivision or Lot owned by Declarant into multiple Lots. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

ARTICLE FOUR
Architectural Control Committee

4.1 There is hereby established an Architectural Control Committee (the "Committee"), whose members shall be appointed or removed by Declarant except as provided in Section

4.3. This Committee shall consist of three voting members.

4.2 The initial members of the Architectural Control Committee are:

Name	Address
Larry B. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
James K. Ball	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
David A. Clinger	23568 Pondview Place Golden, Colorado 80401

Each of said persons shall hold office until such time as they have resigned, have been removed, or their successor has been appointed.

4.3 The right to appoint and remove members of the Committee shall be vested in the board of Directors of the Association from and after the expiration of the eighteenth month following the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision, unless during such eighteen (18) month period, Declarant's percentage of ownership is increased to more than five percent (5%) of the Lots collectively within the Subdivision by reason of the annexation of property to the Subdivision pursuant to Article Six Section 6.4, in which event said eighteen (18) month period will not start to run until Declarant again owns not more than five percent (5%) of the Lots collectively then within the Subdivision. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors of the Association in accordance with the By-Laws of the Association.

4.4 The Architectural Control Committee shall, in accordance with the procedures set forth in Article Three hereof, have the responsibility to interpret the Covenants and Conditions relating to the construction plans and plans for Improvements of the Lots, pursue approvals and certificates of compliance with the Covenants and Conditions and interpret and enforce the Covenants and Conditions. In addition, the Committee, when appointed solely by Declarant, shall have the right from time to time to amend any of the Covenants and Conditions set forth in Article Three, upon a two-thirds majority vote of its members, but no amendment to the Covenants and Conditions shall be applied retroactively to affect plans and

specifications (as that term is defined in Section 4.5 hereof) previously approved by the Committee, or Improvements constructed or being constructed pursuant thereto.

4.5 No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until the design, and construction plans, specifications, Site plan and landscaping plan, and time schedule for completion of construction and landscaping (collectively hereinafter referred to as "plans and specifications"), in manner and form satisfactory to the Committee, have been submitted to and approved by the Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner or his authorized agent.

4.6 Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of $100.00. Plans and specifications must be prepared or approved by a State licensed architect prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan, elevations, site and plot plan indicating all buildings, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

4.7 Approval shall be based, among other things, on the Covenants and Conditions, the adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of Improvements on neighboring Building Sites, operations and uses; relation to topography, grade, finished ground elevation and landscaping of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants and Conditions. The Committee shall not arbitrarily or unreasonably withhold its approval.

4.8 If the Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within forty-five (45) days after the same have been submitted to it (provided that all required information has been submitted), it shall conclusively be presumed that said plans and specifications have been approved subject, however, to the Covenants and Conditions contained in Article Three hereof or as amended and of record as of the date of submission of such plans and specifications. Provided, however, that if within said initial forty-five (45) day period, Declarant gives written notice of the fact that an additional forty-five (45) day period is required for examination and review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of the additional forty-five (45) day period of time as set forth in said notice. The Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid initial forty-five (45) day time period shall commence on the date of such notification.

4.9 Neither the Committee, its individual members, nor Declarant or their respective successors or assigns shall be liable in damages to any one submitting plans and

specifications to them for approval, or to any Owner or Occupant of the Property affected by these Covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any Building Site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Committee, its individual members, or Declarant to recover such damages.

ARTICLE FIVE
Property Owner's Association

5.1 Organization.

5.1.1 The Declarant shall organize and establish a non-profit homeowners' corporation by the time Declarant's ownership of Lots (including Lots 11 and 99) collectively then within the Subdivision is not more than five percent (5%). This non-profit corporation shall be designated the "Payette River Subdivision No. 2 Property Owners Association" and is generally referred to herein as the "Association". The Declarant shall release control over the Subdivision Architectural Control Committee and control and ownership of the Subdivision Common Areas and Common Facilities to the Association within eighteen (18) months following the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within th Subdivision (control may be transferred completely or on a case by case basis prior to the close of the eighteen (18) month deadline). Upon transfer of control from the Declarant, the Association shall then begin to exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Declarant will set up a Foundation prior to the organization and establishment of the Association. The Foundation will collect "Maintenance Fees" until control over the Architectural Control Committee is transferred to the Association. The purpose of the Maintenance Fees shall be the maintenance of planting areas within roadways, security, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners. At the time Declarant transfers control to the Association, the Maintenance Fee funds then held by the Foundation shall also be transferred to the Association and the Association will then assume the Foundation's duty to oversee the maintenance of the Subdivision and the collection of Maintenance Fees. The Association will create and maintain a Maintenance Fee reserve fund in an amount which shall always be sufficient to maintain the purposes of the Association for at least a one year period.

5.1.3 Upon establishment by the Declarant, the Association shall be charged with the duties and empowered with the rights set forth herein and in its By-Laws. It shall be

created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.4 In the event that the Association as a corporate entity is dissolved, a non-profit. unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

5.2 Membership.

5.2.1 Each Owner of a Lot shall be a member of the Association:

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2 4 In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

5.3 Purpose.

The purpose of the Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners.

5.4 Voting Rights.

One vote for each Lot owned. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors

to be elected. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 Duties of the Association.

5.5.1 The Association shall accept as members all persons described in Section 5.2 above.

5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.

5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.

5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.

5.5.5 The Association shall pay all taxes and assessments levied upon any Association property.

5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.

5.5.7 At a minimum the Association shall obtain and maintain in force the following policies of insurance:

(a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.

(b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars ($500,000.00) per person and One Million Dollars ($1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

(c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars ($1,500.00) and a limit of not less than Five Hundred Thousand Dollars ($500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Declarant, the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives, and employees, and any Owner.

5.5.8 The Association shall accept and act upon applications submitted to it for the development of additional Common Facilities.

5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.

5.5.10 After the control of the Architectural Control Committee is transferred from the Declarant to the Board of Directors of the Association, the Association shall appoint and remove members of the Architectural Control Committee and insure that at all reasonable times there is a duly constituted and appointed Architectural Control Committee.

5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges.

5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

5.6 Powers and Authority of the Association or Foundation.

The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Condition: The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and Conditions, shall have the power and authority to:

(a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property;

(b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;

(c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;

(d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;

(e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners;

(f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and

(g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.

(h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.

(i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit

(j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.

(k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:

(aa) The use of the Common Areas and Common Facilities;

(bb) The use of Association property;

(cc) The collection and disposal of refuse;

(dd) The burning of open fires;

(ee) The keeping and maintenance of animals within the Subdivision; and

(ff) Other activities in the Subdivision which would adversely effect the peace and enjoyment of residents in the Subdivision.

(l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities.

(m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 Lien for Assessments.

5.7.1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.7.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.7.3 The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.7.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

5.8 Certificate of Assessments.

Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association -- by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this Section shall not apply upon the initial transfer of the Lot by Declarant.

ARTICLE SIX
6.0 Miscellaneous

6.1 A violation of covenants.

Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to

violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

6.2 Term.

The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically renewed for successive ten (10) year periods unless and until terminated as provided in Article Six, Section 6.3 hereof.

6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in Lots within the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of two-thirds of the Owners of Lots, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Covenants and Conditions set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment (for the purposes of this Section, land separated only by roads shall be deemed to "adjoin"). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

6.5 Governmental Regulations and Laws.

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

6.6 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, partnership, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment a successor Declarant may be appointed by the Owners of sixty-five percent (65%) of the Lots within the Subdivision upon compliance with the requirements of Section 6.3 of this Article Six.

6.7 No Waiver.

All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

6.8 Owner's Liability Subsequent to Sale.

Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

6.9 Personal Liability.

No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee or of Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the

administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

6.10 Benefits and Burdens.

The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure the benefit of the Declarant, the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

6.11 Notice.

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

6.12 Context of Terms.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

6.13 Mortgage.

The term "mortgage" as used herein shall include deeds of trust and trust deeds.

IN WITNESS WHEREOF, Declarant has executed this instrument this 30th day of July, 1992.

PAYETTE RIVER SUBDIVISION PARTNERSHIP By
L. B. INDUSTRIES, INC., Managing Partner

By: _____
President

(Corporate Seal)

State of [illegible])
)ss.
County of [illegible])

On this 30th day of [illegible], 199[illegible], before me, a Notary Public, in and for said State, personally appeared Joe D. Davis, known to be the President of L. B. Industries, Inc., the corporate partner of the Partnership that executed the foregoing instrument or the person who executed the instrument on behalf of said corporate partner of the Partnership and acknowledged to me that such Partnership executed the same.

NOTARY PUBLIC
Residing at: [illegible]
My Commission Expires: [illegible]

(Notary Seal)

7-4-015,92

MOUNTAIN TITLE & ESCROW
REQUESTED BY [illegible]
TYPE [illegible]
VALUE [illegible]
BY [illegible]
FEE 84.00

109370

ACCOMMODATION

FIRST AMENDMENT TO THE PAYETTE RIVER SUBDIVISION NO. 2 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This instrument constitutes the first amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the "Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370 of the official records of Valley County, Idaho.

Comes now, Christopher W. Clark, Corporate Secretary of the Payette River No 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 15, 1995, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No 2 Declaration of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted that of the 96 possible votes that could be registered for the amendment the records of the Payette River No. 2 Property Owner's Association, Inc. 28 and 1/3 of the votes have affirmatively been voted to adopt the foregoing amendments to Sections 2.2.2 and 2.2.8 of the Covenants and Conditions; 1 vote was registered in opposition to the amendment of Sections 2.2.2 and 2.2.8 of the Covenants and Conditions and Owners holding 66 and 2/3 of the votes that were eligible to vote on the issue abstained from voting. A chart is attached hereto and incorporated herein as Exhibit "A" which reflects the voting results by Lot (fractional votes reflect ownership of portions of existing subdivision Lots).

In accordance with the authority of the various property Owners in Payette River Subdivision No. 2 to modify and amend the Covenants and Conditions, Article Two is hereby amended effective as of the date this document is recorded to revise and restate Section 2.2.2 and Section 2.2.8 to incorporate the information set forth in italics as noted below:

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" (*or a similar name bearing a corporate ending as permitted by law, such as Incorporated, Corporation, Company or an abbreviation of the same* -- hereinafter such entity may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the Owners of said lots adopt these Covenants and Conditions as provided in Article One) *and in the case where platted lots have been reconfigured or combined with portions of lots by Declarant or upon approval of*

the Association to form one distinct "Building Site" each reconfigured Building Site shall be deemed to be a separate Lot for the purposes of voting on behalf of the Association and in interpreting these Covenants and Conditions.

As amended Section 2.2.2 and Section 2.2.8 of the Covenants and Conditions shall henceforth read as follows:

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" (or a similar name bearing a corporate ending as permitted by law, such as Incorporated, Corporation, Company or an abbreviation of the same -- hereinafter such entity may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the Owners of said lots adopt these Covenants and Conditions as provided in Article One) and in the case where platted lots have been reconfigured or combined with portions of lots by Declarant or upon approval of the Association to form one distinct "Building Site" each reconfigured Building Site shall be deemed to be a separate Lot for the purposes of voting on behalf of the Association and in interpreting these Covenants and Conditions.

Except as modified or amended by this instrument, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370 of the official records of Valley County, Idaho which remain binding and in full force.

In witness whereof, Christopher W. Clark has executed this instrument effective Monday 14, 1996 as Corporate Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.

Christopher W. Clark, Corporate Secretary
for Payette River Subdivision No. 2 Property
Owner's Association, Inc.

VERIFICATION

State of Idaho)
)ss.
County of Ada)

On this 15TH day of October, in the year 1996, before me, a Notary Public, in and for said State, personally appeared before me, Christopher W. Clark, Corporate Secretary for Payette River Subdivision No. 2 Property Owner's Association, Inc., and being first duly sworn, declared that the statements contained in the foregoing document are true, and that he executed same on behalf of Payette River Subdivision No. 2 Property Owner's Association, Inc.

Minnie L. Dodge
NOTARY PUBLIC
Residing at: Boise, Idaho
My Commission Expires: 4-18-97

(Notary Seal)

MINNIE L. DODGE
NOTARY
PUBLIC
STATE OF IDAHO

221641

TIME 2:00 PM
REQUEST
VERNON K. SMITH
EX OFFICIO RECORDER
BY J. Bartlett
FEE 18.00

MOUNTAIN TITLE CO.
'96 OCT 21 PM 12 29

REQUESTED BY
RECORDED

EXHIBIT "A"
VOTING RESULTS

SEPTEMBER 15, 1995 VOTE ON PROPOSED AMENDMENTS
TO SECTION 2.2.2. AND 2.2.8 OF THE
PAYETTE RIVER SUBDIVISION NO. 2
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS (Instrument No. 18930 of
The Official Records of Valley County, Idaho)

Voting Results

Lot Number	Yes	No	Abstention	Lot Number	Yes	No	Abstention
1	1			24	1		
2	1			25			1
3			1	26	1		
4	1			27	COMMON AREA - NON-VOTING LOT		
5			1	28	1		
6	1			29			1
7			1	30			1
8			1	31			1
9			1	32			1
10			1	33	½		½
11	NOT SUBJECT TO CCR'S - NON-VOTING LOT			34	½		½
12			1	35			1
13			1	36	1		
14			1	37	1		
15			1	38			1
16			1	39			1
17			½ ½	40			½ ½
18	½		½	41			1
19			1	42			½ ½
20			1	43			1
21			1	44			1
22	1			45			1
23	1			46			1

Lot Number	Yes	No	Abstention	Lot Number	Yes	No	Abstention
47			1	74	1		
48			1	75	1		
49			1	76	½ ½		
50			½ ½	77	1		
51			1	78			1
52	1			79			1
53	1			80			1
54	1			81			1
55			1	82			1
56	1			83	1		
57			1	84	1		
58			1	85	1		
59			1	86			1
60			1	87			1
61	1			88			1
62			1	89			1
63			1	90	1		
64			1	91	1		
65			½ ½	92			1
66			1	93			1
67			1	94			1
68	½		½	95			1
69	⅓		⅓ ⅓	96			1
70			1	97			1
71			1	98		1	
72			1	99	NOT SUBJECT TO CCR'S - NON-VOTING LOT		
73	1			100	COMMON AREA - NON-VOTING LOT		
					YES	NO	ABSTAINED
			GRAND	TOTALS:	28 1/3	1	66 2/3

Instrument # 391692
VALLEY COUNTY, CASCADE, IDAHO
06-03-2016 11:35:38 No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - MCCALL
DOUGLAS A. MILLER Fee: $25.00
Ex-Officio Recorder Deputy: TP
Electronically Recorded by Simplifile

ELECTION AND RECORD OF PROPERTY INCLUSION UNDER DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS PAYETTE RIVER SUBDIVISION NO. 2

Recitals:

A. Charley A. Ford and Beth I. Ford, Trustees of The Charley A. Ford and Beth I. Ford Living Trust, and Delmar L. Crum and Nora J. Crum, Trustees of the Crum Revocable Family Trust, dated December 22, 1993 (collectively, "the Owners") own the following property located in Valley County, Idaho:

> Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271 ("Property").

B. Pursuant to Section 1.1 of the Payette River Subdivision No. 2 Covenants Conditions and Restrictions, recorded July 31, 1992 as Instrument No. 189370 in the official records of Valley County Idaho, and as amended by First Amendment recorded October 1, 1996 as Instrument No. 221641, Second Amended recorded September 13, 2001 as Instrument No. 257036 and Third Amendment recorded September 11, 2002 as Instrument No. 265047 (collectively "the Declaration"), the Property is not subject to the benefits and encumbrances imposed by the Declaration unless and until the current owners of the Property execute and record a document subjecting the Property to the Declaration.

C. The Owners have elected to subject the Property to the benefits and encumbrances of the Declaration.

Election:

Pursuant to the above Recitals, which the undersigned agree are true, the Owners hereby elect to subject Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271, to the Declaration, including all benefits, obligations and encumbrances imposed by the Declaration. The election made herein shall be effective upon the date this document is executed

by the Owners. For all purposes under the Declaration, the Property shall be deemed a "Lot" as that term is defined under Section 2.2.8 of the Declaration.

EXECUTED this 4 day of April, 2015.

OWNERS:

Charley A. Ford

Charley A. Ford, Trustee of The Charley A. Ford and Beth I. Ford Living Trust

Beth I. Ford

Beth I. Ford, Trustee of The Charley A. Ford and Beth I. Ford Living Trust

Delmar L. Crum

Delmar L. Crum, Trustee of the Crum Revocable Family Trust, dated December 22, 1993

Nora J. Crum

Nora J. Crum, Trustee of the Crum Revocable Family Trust, dated December 22, 1993

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On April 8, 2015 before me, Cheryle Duran, Notary Public
Personally appeared Nora J. Crum,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she/th~~ey ex~~ecuted the same in ~~his~~/her/their authorized capacity(~~ies~~), and that his/her/~~their~~ signature~~(s) on the~~ instrument the person(~~s) or the~~ entity upon behalf of which the person(~~s) acted~~, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryle Duran (signature of Notary Public)

CHERYLE DURAN
Commission # 2077060
Notary Public - California
Fresno County
My Comm. Expires Sep 2, 2018

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of_____

On_____, 2015 before me, _____, Notary Public
Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (signature of Notary Public)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On April 6, 2015 before me, Debra Janzen, Notary Public
Personally appeared Charley A. Ford and Beth I Ford,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Janzen (signature of Notary Public)

DEBRA JANZEN
Commission # 2040290
Notary Public - California
Madera County
My Comm. Expires Oct 2, 2017

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

On April 8, 2015 before me, Cheryle Duran, Notary Public
Personally appeared Delmar L Crum,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryle Duran (signature of Notary Public)

CHERYLE DURAN
Commission # 2077060
Notary Public - California
Fresno County
My Comm. Expires Sep 2, 2018

ACKNOWLEDGMENT

The undersigned, on behalf of the PAYETTE RIVER SUBDIVISION NO. 2 PROPERTY OWNER'S ASSOCIATION, INC., hereby acknowledges receipt from Charley A. Ford and Beth I. Ford, Trustees of The Charley A. Ford and Beth I. Ford Living Trust, and Delmar L. Crum and Nora J. Crum, Trustees of the Crum Revocable Family Trust, dated December 22, 1993 (collectively, "the Owners") the election by Owners for inclusion of the following described property located in Valley County, Idaho ("Property") as part of the Covenants Conditions and Restrictions of Payette River Subdivision No. 2, recorded July 31, 1992 as Instrument No. 189370 in the official records of Valley County Idaho, and as amended by First Amendment recorded October 1, 1996 as Instrument No. 221641, Second Amended recorded September 13, 2001 as Instrument No. 257036 and Third Amendment recorded September 11, 2002 as Instrument No. 265047 (collectively "the Declaration"), subject to all benefits, obligations and encumbrances imposed by the Declaration:

Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271.

EXECUTED this 3rd day of June, 2015.

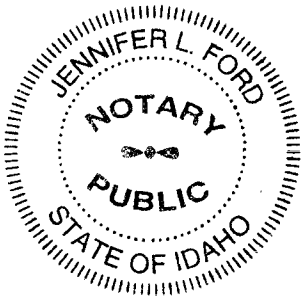
PAYETTE RIVER SUBDIVISION NO. 2
PROPERTY OWNER'S ASSOCIATION, INC.:

By: _____
Name: _____
Its: President #2

STATE OF IDAHO)
: ss
COUNTY OF Valley)

On this 3 day of June, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Ron Dennis, known or identified to me to be the person whose name is subscribed to the within instrument, as President of PAYETTE RIVER SUBDIVISION NO. 2 PROPERTY OWNER'S ASSOCIATION, INC., and acknowledged to me that he/she executed the same as President of said entity.

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



Jennifer L. Ford
NOTARY PUBLIC
Residing at: McCall, ID
My Commission Expires: 4/23/20

UDELL and ELAM
ATTORNEYS AND COUNSELORS AT LAW
300 LENORA STREET
P.O. BOX 1300A McCALL, IDAHO 83638
PHONE (208) 634-2108 or (208) 634-2100

BUILDING RESTRICTIONS PAGE 1

PAYETTE RIVER SUBIDIVISON #2.

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, FRANK T. ELAM, TRUSTEE, WILLIAM E. MOCKWITZ AND MAYRE SUE MOCKWITZ, HUSBAND AND WIFE, HEREBY CERTIFY AND DECLARE AS FOLLOWS:

1. THAT THEY ARE THE TRUSTEE, PURCHASERS AND DEVELOPERS OF SAID SUBDIVISON LOCATED ADJACENT TO THE NORTH FORK OF THE PAYETTE RIVER, SOUTH OF THE CITY OF MC CALL, COUNTY OF VALLEY, STATE OF IDAHO, THE PLAT OF WHICH IS FILED OF RECORD IF THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK 7 OF PLATS AT PAGE 92, AS INSTRUMENT NO. 132271, WHICH RECORD IS BY REFERENCE INCORPORATED HEREIN.

2. THAT ALL LOTS OF SAID SUBDIVISION, EXCEPT LOT ARE HEREBY DESCRIBED AS RESIDENTIAL LOTS AND MAY BE USED ONLY AS SUCH. LOT 60 IS RESERVED FOR COMMERCIAL USE SUCH AS A CONVENIENCE STORE IN THE FUTURE.

3. THAT SAID LOTS SHALL BE SUBJECT TO THE FOLLOWING RETRICTIONS, COVENANTS, AND CONDITIONS AND BY THE ACCEPTANCE OF ANY CONVEYANCE THEREOF THE GRANTEE OR GRANTEES THEREIN, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ALSIGNS SHALL BE BOUND BY ALL OF THE FOLLOWING RESTRICTIONS:

A. NO LOT THEREIN, EXCEPT AS HEREIN PROVIDED, SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, AND NO BUILDINGS SHALL BE ERECTED, ALLOWED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN DETACHED FAMILY DWELLINGS, NOT TO EXCEED A DWELLING BUILDING FOR A ONE-FAMILY OCCUPANCY AND NOT TO EXCEED TWO STORIES IN HEIGHT, IF A GARAGE IS PLACED THEREON IT SHALL NOT HAVE CAPACITY FOR MORE THAN THREE CARS. STRUCTURES AND THE USE THEREOF SHALL BE REQUIRED FOR THE STORAGE OF RECREATIONAL EQUIPMENT AND VEHICLES IN THE OFF-SEASON.

B. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED ON THE ABOVE DESCRIBED TRACT OF LAND SHALL AT ANY TIME BE USED AS A RESIDENCE, OR TEMPORARY RESIDENCE. CAMP TRAILERS, BELONGING TO VISITORS OR GUESTS MAY BE PARKED AND OCCUPIED ON THE PREMISES FOR A PERIOD NOT TO EXCEED TWO WEEKS CONTINUOUSLY.

C. NO DWELLING HOUSE MAY BE PERMITTED ON ANY LOT COSTING LESS THAN FORTY THOUSAND AND NO/100 DOLLARS (140,000.00) TO BUILD BASED UPON COST LEVELS PREVAILING ON THE

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DATE THESE COVENANTS ARE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THESE COVENANTS TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES OR GARAGE, SHALL NOT BE LESS THAN 1,000 SQUARE FEET FOR A ONE-STORY BUILDING, NOR LESS THAN 800 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

D. BUILDING PLACEMENT ON LOTS SHALL CONFORM TO THE REQUIREMENTS OF THE VALLEY COUNTY ZONING ORDINANCE.

E. NOT MORE THAN ONE DWELLING HOUSE SHALL BE ERECTED UPON A LOT.

F. NO FENCE, HEDGE OR BOUNDARY WALL, SITUATED ANYWHERE UPON ANY LOT OR COMBINATION OF LOTS, SHALL HAVE A HEIGHT GREATER THAN 5' ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH SUCH FENCE, HEDGE, OR WALL IS SITUATED. NO FENCE, HEDGE OR WALL SITUATED UPON ANY BUILDING SITE BETWEEN THE BUILDING LINE AND THE LINE OF THE STREET FRONTING ON SAID BUILDING SITE SHALL HAVE A HEIGHT GREATER THAN 3' ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH SAID FENCE, HEDGE OR WALL IS SITUATED.

G. NO LIVESTOCK, EXCEPTING DOGS AND CATS SHALL BE PERMITTED AT ANY TIME UPON THE SAID LOTS. SAID ANIMALS SHALL BE PERMITTED ONLY AS PETS, AND NO BOARDING OR COMMERCIAL ENTERPRISE FOR SUCH ANIMALS WILL BE PERMITTED. HORSES SHALL BE PERMITTED ON LOTS OF ONE (1) ACRE OR MORE, TO BE KEPT BY THE OWNERS OF SUCH LOTS WHICH SHALL NOT EXCEED THREE (3) IN NUMBER, INCLUDING COLTS. IN THIS CONNECTION, THE AREA FOR SAID HORSES SHALL BE MAINTAINED IN SUCH A MANNER AS TO NOT BE OBNOXIOUS OR A NUISANCE. PETS SHALL BE CONTAINED WITHIN THE LOT LINES, AND NOT ALLOWED TO RUN AT LARGE.

H. ALL DWELLINGS WITHIN SAID SUBDIVISION SHALL BE HOOKED TO THE CENTRAL SEWAGE SYSTEM PROVIDED FOR SAID SUBDIVISION, AND ALL OWNERS SHALL BE REQUIRED TO PAY THE NECESSARY HOOK-UP FEE AND THE MONTHLY FEES FOR SUCH SERVICE. ALL SANITARY FACILITIES FOR LOTS OF SAID SUBDIVISION SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE STATE OF IDAHO AND THE COUNTY OF VALLEY.

I. NO RESIDENCE OF ANY KIND OF WHAT IS COMMONLY KNOWN AS "BOXED" OR "SHEET METAL" CONSTRUCTION SHALL BE BUILT IN SAID SUBDIVISION UNLESS THE SAME SHALL BE COVERED OVER, UPON

BUILDING RESTRICTIONS

ALL ITS OUTSIDE WALLS WITH A VENEER MATERIAL OF WOOD, STONE, OR OTHER MATERIAL WHICH IS NANTIVE OR COMMON TO THE AREA. ALL HOUSES SHALL BE OF SUCH DESIGN TO COMPLEMENT THE NATURAL ENVIROMENT OF THE AREA.

J. THERE SHALL NOT BE ERECTED ON ANY PART OF THE PROPERTY HEREIN CONTAINED, ANY BUILDING IN WHICH SHALL BE CARRIED ON ANY BUSINESS, OFFENSIVE, NOXIOUS OR DETRIMENTAL TO THE USE OF THE LAND IN THE VICINITY OF SAID LOTS FOR PRIVATE RESIDENCES, NOR SHALL SAID LAND BE USED FOR ANY PURPOSES WHICH MIGHT OR COULD CREATE A NUISANCE. SAID PROPERTY SHALL NOT BE USED FOR THE GIVING OF SHOWS OR PUBLIC ENTERTAINMENT OF ANY KIND, AND NO SHOWS, CONCERTS, THEATRICAL OR MUSICAL PERFORMANCES OR ANY ENTERTAINMENT WHATEVER OF A PUBLIC CHARACTER WHETHER ACCOMPANIED BY MUSIC OR NOT, WHICH ATTRACTS OR IS CALCULATED TO ATTRACT, DIVERT, OR COLLECT A CONGREGATION OF PERSONS, PROVIDED, HOWEVER, THAT A CHURCH BUILDING MAY BE LOCATED ON ANY LOT OR LOTS WITH THE CONSENT IN WRITING OF THE OWNERS OF MORE THAN SEVENTY-FIVE PER CENT (75%) OF THE TOTAL SQUARE FEET IN AREA CONTAINED IN LOTS LOCATED IN WHOLE OR IN PART WITHIN THREE HUNDRED (300) FEET OF SUCH LOT OR LOTS WHEREON IT IS PROPOSED TO LOCATE SUCH CHURCH.

K. NO TRASH PILES, DUMPS, OR OTHER AREAS OF STORAGE OF MATERIALS SHALL BE ALLOWED UPON ANY OF SAID LOTS AND NO BUSINESS OR ACTIVITY MAY BE CONDUCTED OR CARRIED ON UPON SUCH LOT WHICH WOULD CONSTITUTE A PUBLIC OR PRIVATE NUISANCE.

L. HEALTY TREES SHALL BE REMOVED ONLY AS NECESSARY FOR THE CONSTRUCUTION OF HOMES OR OTHER AUTHORIZED BUILDINGS AND ROADWAYS.

M. IT SHALL BE THE OBLIGATION OF EACH LOT OWNER TO PROVIDE ADEQUATE OFF-STREET PARKING, NOT ONLY FOR THE OWNER, BUT ALSO FOR ANTICIPATATED GUESTS, AND IN THIS REGARD, SHALL PROVIDE FOR ADEQUATE SNOW REMOVAL IN THE WINTER TO ACCOMPLISH THIS END.

4. THE COVENANTS AND RESTRICTIONS HEREINABOVE DESCRIBE SHALL RUN WITH THE RESPECTIVE LOTS TO WHICH THEY ARE APPLICABLE AND SHALL BE BINDING UPON ALL PAARTIES, AND UPON ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM AND AFTER THE DATE ON WHICH THESE COVENANTS AND RESTRICTIONS ARE RECORDED IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO. AFTER THE EXPIRATION OF SAID 25 YEAR PERIOD SAID COVENANTS SHALL BE AUTOMATICALY EXTENDED AND SHALL CONTINUE TO RUN WITH THE RESPECTIVE OWNERS FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT EXECUTED BY A MAJORITY OF THE THEN OWNERS OF ALL OF SAID LOTS HAS BEEN RECORDED, AGREEING TO

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300 LENORA STREET
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CHANGE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART.

5. IF THE PARTIES OR PERSONS NAMED HEREIN, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED, ANY OTHER PERSON OR PERSONS OWNING ANY PART OF THE LOTS LOCATED IN SAID SUBDIVISION SHALL AND DOES HAVE THE POWER TO PROSECUTE ANY PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION, AND TO PREVENT HIM, HER, OR THEM, WHETHER SUCH PERSON OR PERSONS ARE NATURAL OR ARTIFICIAL PERSONS, FROM SO DOING AND TO RECOVER DAMAGES, ATTORNEY FEES AN ANY OTHER COMPENSATION ALLOWED BY LAW FOR SUCH VIOLATION OR ATTEMPTED VIOLATION.

6. SHOULD ANY COVENANT OR RESTRICTION CONTAINED HEREINE RENDERED INVALID BY A JUDGMENT OF A COURT OF COMPETENT JURISDICTION, SUCH INVALIDATION SHALL IN NO WAY EFFECT ANY OF THE OTHER PROVISIONS OR RESTRICTIONS HEREIN CONTAINED AND DESCRIBED.

IN WITNESS WHEREOF, THE SAID DEVELOPERS OF SAID LANDS HAVE HEREUNTO SET THEIR HANDS THIS 14TH DAY OF NOVEMBER, 1983.

Frank T. Elam
FRANK T. ELAM
TRUSTEE

William E. Mockwitz
WILLIAM E. MOCKWITZ

Mayre Sue Mockwitz
MAYRE SUE MOCKWITZ

STATE OF IDAHO,)
) SS.
COUNTY OF VALLEY.)

ON THIS 14TH DAY OF NOVEMBER, 1983, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FRANK T. ELAM, WILLIAM E. MOCKWITZ AND MAYRE SUE MOCKWITZ, 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

UDELL and ELAM
ATTORNEYS AND COUNSELORS AT LAW
300 LENORA STREET
P.O. BOX 1300A MCCALL, IDAHO 83638
PHONE (208) 634-2108 or (208) 634-2100

AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Rhonda McGregor

NOTARY PUBLIC FOR IDAHO
RESIDING AT MC CALL, IDAHO.

UDELL and ELAM
ATTORNEYS AND COUNSELORS AT LAW
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INDEXED-DIRECT

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