

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS  
FOR  
HORNET RIDGE ESTATES

THIS DECLARATION is made on the date hereinafter set forth by Jim L. Fultz and Doris Jean Fultz, husband and wife, hereinafter jointly referred to as the "Declarant";

RECITALS:

WHEREAS, the Declarant is the Owner of certain real property situate in the County of Adams, State of Idaho, which property is more particularly described on Exhibit "A" attached hereto, and which real property is hereinafter referred to as the "Property."

NOW, THEREFORE, Declarant hereby declares that the Property shall hereafter 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. These easements, restrictions, covenants, and conditions shall be binding upon all parties hereafter having any right, title, or interest in the Property or any part, parcel, or Lot thereof, and upon their heirs, successors, and assigns. These easements, restrictions, covenants, and conditions shall also inure to the benefit of each present and future Owner of the Property and/or the Owner of any part, parcel or Lot thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to HORNET RIDGE ESTATES HOMEOWNERS ASSOCIATION INC., a nonprofit unincorporated association organized under the laws of the State of Idaho, or any successor or assign of the Association.

Section 2. "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 purchasers, but excluding those parties having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property described on Exhibit "A", attached hereto.

Section 4. "Lot" shall mean and refer to all lots within and shown upon the official recorded plat of HORNET RIDGE ESTATES Subdivision.

Section 5. "Declarant" shall mean and refer to Jim L. and Doris Jean Fultz, husband and wife, their successors and assigns, provided that such successors or assigns have acquired more than two (2) Lots and that such Lots constitute the entire remainder of un conveyed Lots owned by Declarant.

Section 6. "Project" shall mean and refer to the Property and all contemplated improvements thereto.

Section 7. 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.

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ARTICLE II

HORNET RIDGE ESTATES HOMEOWNERS ASSOCIATION

Section 1. It is contemplated that simultaneously with the execution and recordation of this Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), the Association will be organized and will adopt rules (the "Rules") for its governance.

Section 2. To the extent the organizational documents or Rules of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

ARTICLE III

USE AND BUILDING RESTRICTIONS

Section 1. Building Restrictions. Each Lot shall be restricted to one single family dwelling together with usual and appropriate out-buildings. No structure shall be erected upon any Lot which shall exceed thirty three (33) feet in height. All buildings shall be of frame, stone, log, or brick construction and, if other than brick or stone, shall be finished, painted, and kept in good repair. No reflective metal roofs shall be installed upon any building. All buildings or other structures shall be subject to the approval of the Architectural Control Committee.

Section 2. Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy minimum floor area requirements of no less than 1550 square feet of floor area exclusive of garages, patios, breezeways, out-buildings, porches, and similar structures.

Section 3. Building Location. No dwelling, structure or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer than 60 feet of any boundary of the Lot on which it is located. For the purposes of this section, eaves, steps, chimneys, and gutters shall not be considered as a part of the building. Open porches shall be considered as a part of the building.

Section 4. Building Site. A building site shall consist of at least one (1) Lot or a parcel composed of more than one Lot.

Section 5. Moving of Buildings; Construction of Outbuildings. No building of any kind except a well house shall be erected or maintained on a building site prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the construction of a permanent dwelling. Notwithstanding the foregoing restrictions, a portable construction office may be placed upon any Lot during the period during which construction of a dwelling unit thereon is in progress, provided that such office may not remain or be kept upon such Lot for more than six (6) months. A trailer, camper, or motor home may be used as a temporary residence during construction of the dwelling house thereon, provided that such temporary residence shall not be used on such Lot for longer than six (6) months. Prior to construction of a permanent dwelling the Owner of such Lot may use a trailer, camper, or motor home as a "vacation dwelling" provided that such "vacation dwelling" may not remain or be kept upon such Lot for more than three (3) weeks per calendar year.

Section 6. Prosecution of Construction Work. The construction of all dwellings and associated structures shall be prosecuted diligently and continuously from the time of the commencement thereof until such dwelling or associated structure is fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within six (6) months from the date of the commencement of construction, unless prevented by causes beyond the control of the Owner or builder and then only for such extended time as that cause continues.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in a Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Excavation. No excavation for stone, sand, gravel, earth, or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. Notwithstanding the foregoing, excavation and placement of fill materials to create a pond on any Lot shall be permitted.

Section 9. Unsightly Structures or Practices. All unsightly facilities, equipment, or structures shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage, and trash shall be kept at all times in covered, reasonably noiseless containers, which containers shall be kept and maintained within an enclosed structure or in an area appropriately screened from view except when necessarily placed for pickup by garbage removal services. Storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.

Section 10. Vehicle and Equipment Parking. No campers, mobile or manufactured homes, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by the Lot Owner for the personal use of the Lot Owner and/or his family upon the Lot, shall be kept or stored upon a Lot. Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the front plane of the dwelling unit on any Lot and the Street, nor shall they be parked or stored within any building setback area (as defined in Section 3 hereof). Such vehicles or equipment as are permitted hereunder shall be appropriately screened from the street view. No working or commercial vehicles larger than one ton, and no junk cars, shall be parked upon a Lot. No campers, trailers, mobile or manufactured homes may be used as a domicile or sleeping quarters except as provided under Article III, Section 5. No owner or guest unattended vehicles or trailers shall be parked upon County Right of Way roads or Common Areas for longer than two (2) hours.

Section 11. Material Storage. No building material of any kind shall be placed or stored upon a building site until the Lot Owner or his builder is ready and able to commence construction and then such material shall be placed within the property setback lines of the building site upon which the structure is to be erected.

Section 12. Fences; Hedges. No fence, hedge, or boundary wall situated anywhere upon 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 situated.

Section 13. Noxious Use of Property. No portion of any Lot or any structure thereon shall be used for the conduct of any trade or business or professional activities. The prohibition of the use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits the use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school (except for home-education purposes), day-care center, or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, *Idaho Code*). Noxious or undesirable acts or the undesirable use of any portion of the Property including (but not limited to) acts or uses causing loud noise which interferes with the peaceable enjoyment of neighboring properties is prohibited and shall not be permitted or maintained.

Section 14. Billboards; Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than (5) square feet advertising the Lot for sale or rent, or a sign of the

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same size used by a builder to advertise the property during the construction and sales period. The Association may maintain one (1) or more subdivision identification signs and appropriate informational signs. Declarant shall be entitled to place sign(s) of not more than thirtytwo (32) square feet as Declarant may deem appropriate, to identify the Project, to relate information with regard thereto, and to advertise Lots for sale.

Section 15. Animals. Dogs, cats, or other normal household pets may be kept, provided that such animals are not kept, bred, or maintained for any commercial purpose. No more than one large (over 150 pounds) animal may be kept for each full acre of land in each Lot. Any such animals shall be properly restrained and controlled at any time that they are within the Project whether or not outside the boundaries of the Owner's Lot. In the event an Owner constructs or maintains a kennel upon his or her Lot, such kennel shall:

(a) Be located on the Lot in a manner to avoid any endangerment of, or nuisance to, adjacent Lots and/or Lot Owners;

(b) Be kept in a clean and odor-free manner; and

(c) Be constructed to the rear of the rear plane of the residence on said Lot.

Section 16. Exterior Antennas. Large satellite dishes (over two feet in diameter) shall be permitted only if located behind the front plane of the dwelling structure (toward the rear of the Lot) outside of any building site setbacks, and if appropriately screened from all directions.

Section 17. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot (or structure thereon) which interferes with the use and enjoyment of adjacent Lots.

Section 18. Sanitary Facilities. Prior to the occupancy of any structure thereon, each Lot shall either be connected to public or community sewer services or be improved with a waste disposal facility for sewage and waste water disposal, which facility shall be of a design and construction approved by the Southwest District Health Department.

Section 19. Minimum Lot Size. Every Owner of any Lot agrees and covenants that said Lot shall not be subdivided, split, or otherwise divided at any time during the term of these covenants without the prior written consent of all other Owners of Lots within HORNET RIDGE ESTATES Subdivision.

Section 20. Use of trailer, camper, or motorhome as a "Vacation Dwelling. Prior to construction of a permanent dwelling the Lot Owner may use a trailer, camper, or motorhome as a "vacation dwelling" provided that such "vacation dwelling" shall not remain or be kept upon such Lot for more than three (3) weeks per calendar year.

#### ARTICLE IV

##### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of the Declarant, during the period when the Declarant is a Class B member. After the Class B membership converts to Class A memberships, each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members.

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The vote for such Lot shall be exercised by the vote of the majority in interests of those holding interests in such jointly owned Lot, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The sole Class B member shall be the Declarant or the Declarant's successor or assign. The Class B membership shall cease and be automatically converted to an appropriate number of Class A memberships (one Class A membership for each Lot owned) when the Declarant owns twenty percent (20%) or less of all of the Lots which are part of the Property. Until that time, all Association matters shall be governed by the vote of the Class B member.

Section 3. Until Declarant owns twenty percent (20%) or less of all of the Lots which are part of the Property, only the Class B member shall be entitled to vote on Association matters. After Declarant no longer owns twenty percent (20%) of such Lots, all Class A members (including Class A memberships resulting from the conversion of the Class B membership) shall be entitled to vote on Association matters.

Section 4. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and Common Facilities, subject to such reasonable rules and regulations covering the use and access to such areas and facilities as may be adopted by the Association. Said rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to charge reasonable admission and/or other fees for the use of any Common Facility;
- (b) The Association shall have the right to suspend the voting rights and the right to use the Common Areas of any Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations; and
- (c) The Association shall have the right to dedicate or transfer all or any part of the Common Areas or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Association has been recorded.

Section 5. Responsibility for Maintenance. The Association shall provide maintenance to the Common Areas and the improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, or his or her family, guests, or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject.

#### ARTICLE V

#### COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, and each Owner of any Lot by acceptance hereafter of a deed thereof, hereby covenants, and agrees to pay to the Association:

- (a) Annual assessments or charges (in such monthly or other installments as may be decided by the Directors of the Association);
- (b) Special assessments for capital improvements; and

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(c) Such assessments shall be established and collected as hereinafter provided.

The annual and special 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 assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Although the personal obligation for delinquent assessments shall not pass to an Owner's successors in title, all unpaid assessments shall constitute a continuing lien against the Lot until paid regardless of when the lien was created unless the new Owner obtained a certificate pursuant to Section 7 of this Article VII prior to taking title to said Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, and economic well-being of the residents of the Project and for the improvement, operation, and maintenance of the Common Areas and Common Facilities.

Section 3. Maximum Annual Assessment. Until the first of January of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment shall be (an amount to be determined by the Board of Directors of the Association) per Lot. The annual assessments shall be made payable on a monthly basis unless the Board of Directors of the Association elects to cause such assessments to be payable on some other basis. Increases in the amount of the annual assessment shall be limited as follows:

- (a) Each year, beginning with the calendar year beginning on the first day of January of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment may be increased by action of the Board of Directors of the Association without a vote of the membership, by an amount of not more than the greater of fifteen percent (15%) or an amount equal to the percentage of any increase in the Consumers Price Index for all Urban Areas during the prior year;
- (b) For the calendar year beginning January 1 immediately following the year in which the conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum annual assessment may be increased more than the above-described amount only by an affirmative vote of two-thirds (2/3) of the votes of that class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Authorized Action. Written notice of any meeting called for the purpose of taxing any action authorized under Sections 3(b) or 4 of this Article VII shall be sent to all members not less than ten (10) days, nor more than fifty (50) days, in advance of the meeting. At such meeting the presence of members in person or by written proxy entitled to cast fifty-one percent (51%) of all the votes of the voting class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than five (5) days nor more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by the presence in person or by written proxy of twenty-five percent (25%) of the voting class of membership.

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Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments for Lots which have not been improved with a dwelling unit or out-building shall be assessed at one-half (1/2) of the assessment for Lots which have been improved with a dwelling unit or out-building when such structure is either occupied or substantially completed.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the initial conveyance of that Lot by Declarant to a purchaser. The first annual assessment shall be adjusted (pro rata) according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period; provided, however, that in the event of an assessment proposed in excess of the authority of the Board of Directors, the amount of such assessment in excess of the Board's authority shall not be effective until membership approval. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum or at such other interest rate as may be established annually by the Board of Directors. 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 an Affidavit of Lien evidencing such lien thirty (30) days after the due date of the assessment. The priority of such lien shall relate back to the date the assessment was first due. The recordation of this Declaration shall constitute notice of such priority date. The Association may bring action at law against the Owner personally obligated to pay the same, or it may foreclose the assessment lien against the Property in the same manner as provided by law as to statutory mechanics and materialmen's liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by the abandonment of his or her Lot.

Section 9. Subordination of the Lien to Deed of Trusts or Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior deed of trust or mortgage against the Lot. The sale or transfer of any Lot shall not affect the assessment lien.

## ARTICLE VI

Section 1. Architectural Control Committee. In order to protect the quality and value of all homes built in the Project and for the continued protection of the Owners thereof, an Architectural Control Committee, consisting of two (2) or more members to be appointed by the Declarant (including Lots in any Annexed Property) totals ten percent (10%) or less of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, to succeed the prior committee membership upon such appointment.

Section 2. Approval by Committee. No building, fence, wall patio cover, window awning, or other structure shall be commenced, erected, or maintained upon any Lot, the Common Areas, or other properties within the Project, nor shall any exterior addition to, or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, and such other details as the Architectural Control Committee may require (including but not limited to any electrical, heating, cooling, sewage, or waste disposal systems) shall have been submitted to and approved

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in writing by the Architectural Control Committee. In event said Committee fails to approve or disapprove in writing such plans, specifications, and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the Committee, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 3. Rules and Regulations. The Architectural Control Committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Committee may deem appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The Architectural Control Committee is further empowered to adopt such regulations with regard to matters subject to the Committee's approval, including matters of design, materials, and aesthetic interest, as it shall deem appropriate and consistent with this Declaration. Such rules, after adoption, shall be of the same force and effect as it set forth in full herein.

Section 4. Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an Architectural review fee to be paid by each Owner submitting plans and specifications to the Committee for approval. No submission for approval shall be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Committee for the costs of professional review of submittals, and in any event shall not exceed the sum of two hundred dollars (\$200.00) per submittal.

Section 5. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of approval, completion, or compliance by the Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and/or that said improvements have been made in accordance therewith shall be inclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any related action or suit under this Declaration.

ARTICLE VII  
ENFORCEMENT

Section 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:

- (a) The Association;
- (b) The Declarant;
- (c) The Owner or Owners 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 unpaid assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 of this Article, the following methods of enforcement may be utilized:

- (a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature; and/or
- (b) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Rules of the Association, provided that, no discipline or sanction shall be effective against a member unless:

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(i) The member is given fifteen (15) days written notice of the proposed disciplinary action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such member, be oral or in writing. The notice shall be given personally to such member or sent by first-class or registered mail to the last address of such member as shown on the records of the Association, and shall state the place, date, and time of the hearing, which shall not be less than fifteen (15) days before the effective date of the proposed penalty, termination, or suspension;

(ii) The hearing shall be conducted by a committee composed of not less than three (3) persons, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting; and

(iii) Any member challenging the disciplinary measures taken by the Board, including any claim alleging defective notice, must commence Court action within one (1) year after the date of the contested disciplinary measure taken by the Board.

Section 3. Limitation on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

(a) The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his or her Lot on account of the failure of the Owner to comply with the provisions of this Declaration except by judgment of a Court or a decision arising out of arbitration; and

(b) A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the provisions of this Declaration or in bringing the member and his or her Lot into compliance with this Declaration, may be treated as an assessment which may become a lien against the members' Lot enforceable by a sale of the interest.

Section 4. Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof by any of the means contained herein, who obtains a decree from any Court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his, her, or its judgment or decree against the party in violation hereof.

Section 5. Non-Liability for Enforcement or for Non-Enforcement. The Association shall not 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.

## ARTICLE VIII

### GENERAL PROVISIONS

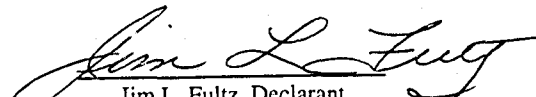
Section 1. Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect to the maximum extent possible.

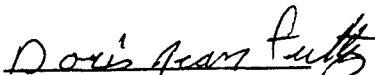
Section 2. Term; Extension. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by seventy-five percent (75%) of all Owners, duly acknowledged as to each executing Owner, is recorded in the official records of Adams County, Idaho.

Section 3. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed and acknowledged by the Owners of not less than eighty percent (80%) of the Lots subject to this Declaration and thereafter by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

Section 4. Construction. The Parties have each been, or have had the opportunity to be, represented by legal counsel in the course of the negotiations for and the preparation of this Agreement. Accordingly, in all cases, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either party regardless of which party caused the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hand and seal this 25 day of May 2000.

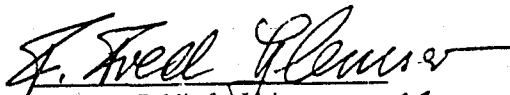
  
Jim L. Fultz, Declarant

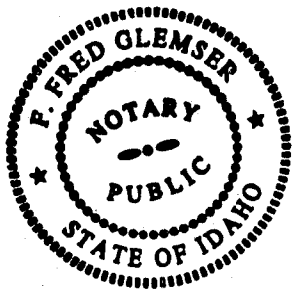
  
Doris Jean Fultz, Declarant

STATE OF IDAHO )  
County of ADAMS ) ss.

On this 25<sup>th</sup> day of May, 2000, before me a notary public in and for said state, personally appeared the Declarant known or identified to me to be Jim L. Fultz and Doris Jean Fultz the persons who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

  
Notary Public for Idaho  
Residing at Council Idaho



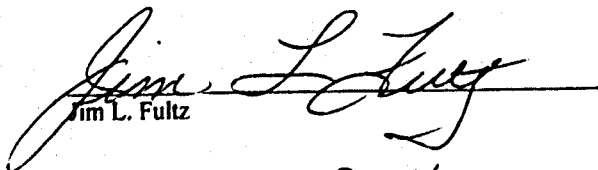


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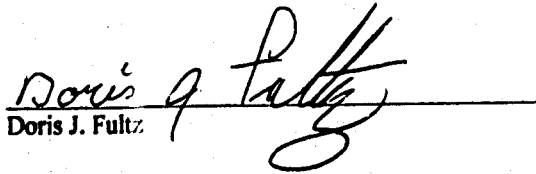
Changes to Instrument # 97998 DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HORNET RIDGE ESTATES.

Change Article III Section 2 to read:

Section 2. Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy minimum floor area requirements of no less than 1350 square feet of floor area exclusive of garages, patios, breezeways, outbuildings, porches, and similar structures.

  
Jim L. Fultz

Date 5/14/03

  
Doris J. Fultz

Date 5/14/03

Instrument # 103715

COUNCIL, ADAMS, IDAHO

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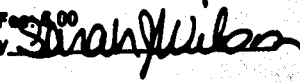
Recorded for : JIM FULTZ

MICHAEL FISK

Fees: 0.00

Ex-Officio Recorder Deputy

Index to: COVENANTS

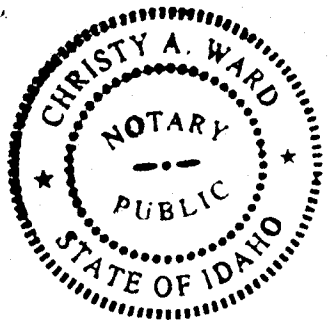


STATE OF IDAHO )  
                          : ss  
COUNTY OF ADAMS )

On this 14<sup>th</sup> day of May, 2003, before me a Notary Public in and for said State, personally appeared

JIM L. FULTZ & DORIS J. FULTZ

known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



*Christy A. Ward*

Notary Public  
Residing At: Indian Valley, Idaho  
Commission Expires: 9-17-04