

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
PRICE VALLEY RANCH ESTATES SUBDIVISION

THIS DECLARATION of Covenants, Conditions and Restrictions for Price Valley Ranch Estates Subdivision ("Declaration") is made this 16th day of August, 1994 by PRICE VALLEY RANCH ESTATES VENTURE, an Idaho Joint Venture formed and operating pursuant to the Idaho Uniform Partnership Act, Title 53, Chapter 3, Idaho Code, (the "Declarant").

ARTICLE ONE  
DECLARANT'S STATEMENT OF GOALS AND PURPOSES

SECTION 1: The Property. Declarant is the owner of real property located in portions of Sections 17, 18, 19 and 20, Township 19 North, Range 1 East of Boise Meridian, Adams County, Idaho known as Price Valley Ranch Estates Subdivision ("Subdivision") according to the Plat thereof recorded in the office of the Adams County, Idaho Recorder on the 8th day of August, 1994, in the office of the County Recorder as Instrument No. 86470 (the "Property") which Plat is incorporated herein by this reference. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of Lots within the Subdivision. The Property is made subject to this Declaration and any amendments or supplements hereto by the recording of this Declaration with the Adams County, Idaho Recorder. Declarant desires to provide a flexible and reasonable procedure for the overall development and use of the Property and the Lots and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such Property as is now or may hereafter be subjected to this Declaration.

SECTION 2: Statement of Purpose. Declarant hereby subjects the Property to the protective covenants, conditions and restrictions set forth herein for the benefit of the Property and Owners of Lots. This Declaration is intended to preserve and enhance the value, desirability and aesthetic qualities of the Property and to ensure the highest quality development and use of the Property and to guarantee proper maintenance, repair and care thereof.

SECTION 3: The Subdivision Concept. The Subdivision is being developed to provide a limited number of rural residential Lots.

The Property provides unique natural resources including streams, views, meadows, forests, and wildlife populations. The Subdivision has been designed to preserve and enhance these natural resources for the benefit of the Owners of the Lots ("Lot Owners") within the Subdivision. Declarant intends that the Subdivision be developed as, and continue as, a first class rural residential subdivision with a rustic, western, ranch-style motif calculated to enhance and blend with the natural environment. This Declaration is intended to guide the development of the Subdivision to provide such results while simultaneously interfering to the least possible extent with the rights of the Lot Owners consistent with the stated goals.

**SECTION 4: Legal Structure.** The development and use of the Property by Lot Owners will be governed by this Declaration, by the Articles of Incorporation and Bylaws of the PRICE VALLEY RANCH ESTATES HOMEOWNER'S ASSOCIATION (the "Association"), an Idaho nonprofit corporation in which all Lot Owners and Declarant will be Members. Additionally, the use of the Property is governed by certain Architectural Review Rules ("Committee Rules") regulating the architectural style, size, location and specifications of Improvements on the Property and the type and quality of the materials used in such Improvements.

**SECTION 5: Governing Law.** The development and use of the Property is governed by, and all Lot Owners and Declarant agree to be bound by, all federal, Idaho and Adams County laws, rules, regulations, ordinances, codes and decisions including but not limited to, zoning, land use and health and safety requirements of the State of Idaho and Adams County, Idaho as the same may exist and be applicable from time to time ("Governmental Regulations").

**ARTICLE TWO  
DECLARATION**

**SECTION 1: Scope.** Declarant hereby declares that all of the Property, and each Lot therein, is and shall be held, sold and conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements and equitable servitudes which are for the purpose of protecting the value and desirability of, and which shall run with, the Property. The covenants, conditions and restrictions contained in this Declaration shall:

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

B. Inure to the benefit of all of the Property and all Lots and any and all interests therein; and

C. Inure to the benefit and be binding upon Declarant, and its successors, and assigns and each grantee and such grantee's respective successors and assigns as described herein; and

D. Be enforced by Declarant, its agent, any Lot Owner or grantee or any Lot Owner's successors in interest or by the Association.

SECTION 2: Declarant's Retained Rights. No provision of this Declaration shall be construed to prevent or limit Declarant's right to complete development of the Property and to construct Improvements thereon, nor to prevent or limit Declarant's right to maintain construction or sales facilities or similar facilities on any portion of the Property. This Declaration shall not be construed to limit or restrict Declarant's right to post signs related to construction or sales of Lots. —

SECTION 3: Governmental Authority. The covenants, conditions and restrictions contained in this Declaration are IN ADDITION TO any other land use restrictions, zoning ordinances, laws, rules and decisions of governmental and judicial authorities including Adams County as the same may exist and be applicable from time to time. This Declaration does not supplant any such Governmental Regulations which from time to time may exist and be applicable, and such Governmental Regulations must be complied with, independent of and in addition to this Declaration. The provisions of this Declaration shall control when the same are more restrictive than applicable Governmental Regulations.

### ARTICLE THREE DEFINITIONS

Unless the context requires otherwise, the following words and phrases when use in this Declaration shall have the following meanings:

SECTION 1: ACCESSORY BUILDINGS shall mean any building constructed upon a Lot other than a Residence. A detached garage is not an "Accessory Building" but is a part of a Residence.

SECTION 2: AGRICULTURAL ACTIVITY shall mean limited livestock grazing as allowed under zoning and land use ordinances for Adams County, Idaho as the same may exist from time to time and pursuant to this Declaration.

SECTION 3: ARCHITECTURAL REVIEW COMMITTEE shall mean the Committee established hereunder charged with a review of architectural plans and specifications for Improvements on the Lots and for the review of the materials utilized in the construction, repair, renovation or remodeling of such Improvements.

SECTION 4: ARTICLES shall mean the Articles of Incorporation of the Association which have been or shall be filed in the office of the Secretary of the State of Idaho, as the same may be amended or restated from time to time.

SECTION 5: ASSESSMENTS shall mean those payments required to be made by the Association Members, including regular and special assessments as described herein.

SECTION 6: ASSOCIATION shall mean the Price Valley Ranch Estates Homeowner's Association, Inc., the non-profit Idaho corporation described in this Declaration, and its successors and assigns.

SECTION 7: ASSOCIATION EASEMENTS shall mean reciprocal easements granted to Owners and the Association for Subdivision Roads and utilities within the Subdivision for the benefit of all Lot Owners.

SECTION 8: ASSOCIATION RULES shall mean the rules of the Board and the Committee as they may exist from time to time.

SECTION 9: BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust, which mortgage or deed of trust encumbers a Lot or Lots on the Property.

SECTION 10: BOARD shall mean the Board of Directors of the Association.

SECTION 11: BOARD RULES shall mean those rules promulgated by the Board.

SECTION 12: BYLAWS shall mean the Bylaws of the Association which are adopted by the Board, as such Bylaws may be supplemented, modified or amended from time to time.

SECTION 13: COMMERCIAL ACTIVITY shall mean the operation or conduct of any activity on the Property or any Lot intended to produce monetary profit for the person or entity conducting such operation or activity whether the person or entity is a Lot Owner or not. Commercial Activity may require a Conditional Use Permit from Adams County.

SECTION 14: COMMITTEE shall mean the Architectural Review Committee described herein.

SECTION 15: COMMITTEE RULES shall mean those rules issued by the Committee and approved by the Board.

SECTION 16: COUNTY shall mean Adams County, Idaho.

SECTION 17: DECLARANT shall mean Price Valley Ranch Estates Venture, an Idaho Joint Venture, formed and operating pursuant to the Idaho Uniform Partnership Act, Title 53, Chapter 3, Idaho Code, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are sold, assigned or transferred, other than the sale of a Lot or Lots, by the Declarant voluntarily or by operation of law.

SECTION 18: DECLARATION shall mean this document as the same may be amended, modified or supplemented from time to time.

SECTION 19: DEED OF TRUST shall mean a mortgage or a deed of trust, as the case may be.

SECTION 20: GOVERNMENTAL REGULATIONS shall mean any and all federal, State of Idaho, County or other governmental entity law, rule, regulation, ordinance, decision or ruling applicable to, affecting or related to the Property or any Lot.

SECTION 21: HEALTH DISTRICT shall mean the State of Idaho Southwest Health District or any successor department, agency or government authority.

SECTION 22: IMPROVEMENT shall mean any and all things constructed or installed upon, above, or below the Property or any Lot and appurtenances thereto of every kind, type and nature, including but not limited to, Residences, buildings, Accessory Buildings, barns, garages, carports, roads, driveways, parking areas, fences, corrals, walls, stairs, decks, landscaping, windbreaks, poles, signs, irrigation devices, antennae, tennis courts, swimming pools, satellite receiving dishes, or related equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any alteration, excavation or fill for any purpose to any Lot, vegetation, stream, spring, seep, ditch or fill.

SECTION 23: LOT shall mean one or more of Lots 1 through 31 of the Subdivision according to the Plat thereof filed with the County Recorder's office.

SECTION 24: MEMBER shall mean any person who, or a duly authorized representative of an entity which, is a Lot Owner. Said person is a "Member" of the Association. The Declarant is a Member of the Association so long as Declarant owns a Lot or Lots.

SECTION 25: MORTGAGE shall mean any mortgage or deed of trust or other pledge or conveyance of a Lot to secure the performance of an obligation owed by a Lot Owner to a third party which will be void and reconveyed upon the completion of such performance.

INSTRUMENT NO. 81521

SECTION 26: Non-Motorized Path shall mean that certain path 15 feet in width located on the Property as reflected on the Plat. The Non-Motorized Path is common area available for use by Lot Owners as described herein and pursuant to the Association Rules.

SECTION 27: NOTICE AND HEARING shall mean thirty (30) days notice and a hearing before the Board at which time a Lot Owner shall have an opportunity to be heard in person or by counsel at such Lot Owner's expense on an issue related to such Lot Owners use or proposed use of a Lot, Lots or the Property.

SECTION 28: OWNER shall mean a person or persons or a legal entity or entities, including Declarant, holding a fee simple interest in a Lot or Lots. as the case may be, or the purchaser of a Lot or Lots under a contract of sale (but excluding those having such interest merely as security for the performance of an obligation). For the purposes of Articles 4 and 5 only, unless the context otherwise requires, the term "Owner" shall also mean the family, invitees, licensees and lessees of any Owner.

SECTION 29: PERSON shall mean an individual or any entity with the legal right to hold title to real property under the laws of the State of Idaho.

SECTION 30: PLAT shall mean the official Plat of the Subdivision as filed with the County Recorder.

SECTION 31: PRICE VALLEY RANCH ESTATES EASEMENTS shall mean those certain easements as follows:

A. The easement granted by Orren C. McMullen and Belle McMullen, husband and wife, to Boise Cascade Corporation recorded on the 10th day of January 1969 in the office of the County Recorder at Book 6M of Misc. Records at Pages 293-294; and

B. The easement granted by Boise Cascade Corporation to Evergreen Forest Products, Inc. recorded on the 11th day of August, 1994 in the office of the County Recorder as Instrument No. 86484.

Evergreen Forest Products, Inc. has or will assign certain of its rights and obligations under the Price Valley Ranch Estates Easements to the Declarant, retaining certain rights in and to the use of the Price Valley Ranch Estates Easements to Evergreen Forest Products, Inc. The Price Valley Ranch Estates Easements will provide access to the Subdivision for Lot Owners, their families and guests and to Evergreen Forest Products, Inc. and Boise Cascade Corporation and their employees, agents, business invitees, assignees and successors. The Declarant will transfer, convey and assign all of its rights, title and interest in and to the Price Valley Ranch Estates Easements to the Association as set forth

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herein. The rights and obligations of the Association are set forth in the Price Valley Ranch Estates Easements. The Road located upon the Price Valley Ranch Estates Easements is a "Road" as defined in this Declaration.

SECTION 32: PRICE VALLEY RANCH ESTATES HOMEOWNER'S ASSOCIATION, INC. shall mean the Idaho nonprofit corporation described herein in which all Lot Owners, including Declarant, are Members and which is the governing body of the Subdivision. Also known as the "Association."

SECTION 33: PRICE VALLEY RANCH ESTATES SUBDIVISION shall mean the real property described on the Plat of the Subdivision filed with the County Recorder and any amendments, additions or modifications thereto.

SECTION 34: PROPERTY shall mean the real property located in Adams County, Idaho described in the Plat.

SECTION 35: RESIDENCE shall mean an Improvement constructed upon a Lot for occupancy by a Person or Persons.

SECTION 36: RESTRICTIONS shall mean this Declaration, as it may be amended, modified or supplemented from time to time, and the Association Rules and the Committee Rules that are, from time to time, in effect.

SECTION 37: ROADS shall mean those roads constructed by Declarant and denominated as Private Roads on the Plat. Roads and their 50 foot rights of way are located on easements as set forth on the Plat. The Roads and the 50 foot wide easements over the Lots on which they are located are governed by the Board and repaired and maintained by the Association at Members' expense as provided herein.

SECTION 38: SINGLE FAMILY RESIDENCE shall mean an Improvement designed as a Residence for occupancy by only a single family at any one time.

SECTION 39: SUBDIVISION shall mean the Price Valley Ranch Estates Subdivision according to the Plat thereof filed in the office of the County Recorder.

SECTION 40: SUPPLEMENTAL DECLARATION shall mean a supplemental declaration of covenants, conditions and restrictions which is recorded for the purpose of setting forth additional Restrictions on the Property, the Subdivision and the Lots. Any such Supplemental Declaration shall be recorded in the Office of the County Recorder.

ARTICLE FOUR  
LIMITATIONS AND RESTRICTIONS

Except upon prior written approval of the Committee or the Board, as applicable, the Property and the Lots shall be held, used and enjoyed subject to the following limitations and Restrictions which are in addition to any and all applicable Governmental Regulations:

SECTION 1: Architectural Review Committee. There shall be no excavation or alteration of any Lot, no action to construct, place or erect any Improvement on any Lot or which in any way alters the exterior appearance of any Improvement or Lot or removal of any Improvement, without the prior written approval of the Committee in accordance with this Declaration and the Committee Rules which are incorporated herein by reference as if set forth in full. These requirements shall apply only to the exterior appearance of Improvements and not the interior.

SECTION 2: Insurance. Nothing shall be done or kept on any Lot or the Property which shall increase the rate payable for, or result in the cancellation of, insurance for any Lot Owner, the Association or Declarant, or which would be in violation of any Association Rule or Governmental Regulations.

SECTION 3: Further Subdivision Prohibited. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (excluding Declarant and except as set forth herein); provided, however, that nothing herein shall be deemed to prevent or require the approval of the Committee for the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. Neither shall such consent be required by a Lot Owner who subjects a Lot to the provisions of a Mortgage, Deed of Trust or other security instrument.

SECTION 4: Animals. No more than four (4) domestic animals may be kept on a Lot, except with the approval of the Board, and provided that they are not kept, bred or maintained as a part of any Commercial Activity and are not allowed to run at large, annoy or harass wildlife, make excessive noise or otherwise constitute a nuisance. Owners with livestock (horses or cattle) shall maintain pasture grasses and shall fence pastures. Livestock shall not exceed one (1) head of livestock per five (5) acres owned unless approved by the Board. Keeping livestock may be further restricted by Governmental Regulations. No livestock shall be allowed on any Lot unless constrained by fencing.

Section 5: Nuisance. No garbage, trash, refuse, rubbish or debris of any kind shall be placed upon or permitted to accumulate



upon the Property or a Lot which would render any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot Owner or occupants. No noise, including but not limited to, noise created by people, animals, equipment, vehicles, electronic device, audio receiver, television, stereo, musical instrument machinery, or other similar source shall be permitted which is offensive to or detrimental to any other Lot Owner or occupant. The speed limit on Roads within the Subdivision, including the Road located on the Price Valley Ranch Estates Easements, shall be 25 miles per hour or less as Road conditions may warrant or require. Violation of the speed limit shall constitute a nuisance hereunder.

**SECTION 6: Maintenance and Repair of Improvements and Maintenance of Lots.** No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof. Any maintenance and/or repair of any Improvement shall not alter the appearance, color, or finish of the exterior of said Improvement without prior review and written approval of the Committee. Lots shall be kept free of debris, refuse and trash and the natural vegetation shall not be removed, replaced or altered without the prior review and written approval of the Committee.

If any Owner permits any Improvement for which such Owner is responsible to fall into disrepair to the extent that it creates a dangerous, unsafe, unsightly, or unattractive condition and if such condition is not repaired or eliminated after fifteen (15) days prior written notice from the Board to such Owner, the Association may correct such condition and its agents may enter upon such Owner's Lot for the purpose of repairing or eliminating such condition and the Owner shall promptly reimburse the Association for the cost thereof. Any such cost incurred by the Association shall create a lien against such Lot in the same manner as other Assessments as set forth in this Declaration. Such Owner shall be personally liable for, and his property may be subjected to a lien for, all costs and expenses incurred by the Association in taking such corrective action, including all costs incurred in collecting the amounts due to the Association for such corrective action from the Lot Owner. Each such Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand from the Board therefor or the amounts may, at the option of the Board, be added to amounts payable by such Owner as a regular Assessment.

**SECTION 7: Watercourses and Drainage.** All watercourses and drainages shall be managed in the best interest of the Property and Lots. There shall be no alteration, Improvement, or interference with any established watercourse or drainage pattern over any Lot within the Property unless approved in writing by the Committee. Any alteration, Improvement, or interference with any watercourse

or drainage shall also comply with applicable Governmental Regulations.

For purposes of this Declaration, "alteration" shall mean to obstruct, diminish, fill, pond, dredge, destroy, alter, modify, relocate, or change. "Water courses" shall include: streams (both perennial and intermittent), wetlands, ponds, springs, seeps, dry washes, and any associated culverts, ditch, or water control structures. "Established" is defined as the watercourse or drainage which exists prior to the grading of the Lot or Property, or as shown on the Plat or any plans submitted to the Committee.

Any alteration of vegetation within one hundred (100) feet of any watercourse or drainage, as measured from the natural or ordinary high water mark, must have prior written approval of the Committee. No vegetation may be mowed or otherwise disturbed within one hundred (100) feet of the natural or ordinary high water mark of any watercourse or drainage.

**SECTION 8: Water Supply and Sewage Facilities.** All Residences on all Lots shall be provided, at the Owner's expense, with adequate sewage treatment facilities including septic tanks and drain fields and with wells for domestic water. Individual sewage and water systems shall be permitted on any Lot provided such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and is approved by the Health District. The Health District has selected approved sites and/or system design for drainfields for all Lots. Any such facilities must at all times comply with all Governmental Regulations. No septic tank or drain field shall be located within 100 feet of a watercourse, drainage or well unless approved by the Health District and the Committee. Individual Lots may require additional sewage treatment facilities based on soil types and hydrological conditions, the determination of which, and expense of which, shall be borne solely by the Lot Owner. All such facilities shall be adequately maintained so as to cause no offensive odors or above ground discharge.

**SECTION 9: No Hazardous or Offensive Activities.** No activities shall be conducted on the Property or Lots and no Improvements shall be constructed on any Lot which are unsafe or hazardous to any person or property. No firearms, including air or spring powered pellet or "BB" pistols or rifles may be discharged upon any Lot or the Property. No hunting shall be allowed on the Property at any time. No open fires shall be lighted or permitted on any portion of the Property or any Lot except those controlled and attended fires required for clearing or maintenance of land and previously approved in writing by the Board and applicable governmental regulatory agencies or those fires within a contained and safe area used for cooking or recreational purposes upon a Lot.

**SECTION 10: Visual Nuisance.** No unsightly articles located on a Lot shall be visible from any other Lot. Without limiting the generality of the foregoing, trailers, motor homes, trucks (other than pickups), boats, tractors, vehicles (other than automobiles), campers (on or off a vehicle), snowmobiles, snow removal equipment, garden or maintenance equipment, camping and recreational equipment, dilapidated or unrepaired vehicles and similar items shall be kept at all times, screened from view or located within an Improvement (garage or Accessory Building). Trailers, mobile homes and campers in actual use by non-residents for a period not to exceed seven (7) days in any thirty (30) day period are allowed on a Lot. All vehicles located on a Lot which are not screened from view or located within an Improvement must be operational and registered and/or titled, as may be required by law, and have current licenses if required by law.

Refuse, garbage and trash shall be kept at all times in covered containers and appropriately screened from view. No lumber scraps, shrub or tree clippings, compost piles, plant waste, metals, bulk materials, unused building material, or other materials may be kept, stored or allowed to accumulate on any Lot except if appropriately screened from view. Firewood shall be stored in a neat and orderly fashion.

**SECTION 11: Temporary Structures.** No temporary structures or Improvements shall be placed upon any Lot, except, a well-built and maintained temporary structure or trailer will be permitted during construction on a Lot, provided that it is located on the Lot on which construction is occurring and it shall be removed within fourteen (14) days of substantial completion of the Improvement. In no event shall a temporary structure associated with construction of an Improvement be placed on a Lot for a period in excess of 12 consecutive months.

**SECTION 12: No Mining or Drilling.** No part of the Property or a Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except that the Association may allow the drilling of wells for the extraction of water for domestic use and landscape irrigation if such use is in accordance with applicable Governmental Regulations.

**SECTION 13: Vehicles.** The use of all on and off-road vehicles, including but not limited to, trucks, automobiles, motorcycles, motor scooters, snowmobiles, all terrain vehicles, "dirt bikes," and other off-road type work or recreational vehicles shall be confined to the Owner's Lot and the Roads only. All such vehicles must be registered and/or titled and currently licensed as required by Governmental Regulations. All such vehicles shall obey the 25 miles per hour speed limit on Roads. All such vehicles

shall be equipped with appropriate mufflers or other noise limiting devices.

SECTION 14: Minimum Setback Requirements. No Improvement, other than a driveway, may be placed on a Lot nearer than 100 feet to a Lot line when such Lot line constitutes the centerline of a Road. No Improvements may be placed on a Lot any nearer a Lot line than the minimum setback requirements of the County zoning and land use ordinances or the setback requirements contained in a deed or contract for sale of the Lot in question, or as reflected on the Plat, whichever is the most restrictive.

SECTION 15: Landscaping. Within ninety (90) days after substantial completion of an Improvement, an Owner shall restore all areas disturbed by construction to their natural, pre-existing condition to the extent possible and shall thereafter maintain the same in a weed-free and well-maintained condition. All areas disturbed during construction shall be re-established with native vegetation. Domestic grass lawns will be allowed to the maximum extent of 10,000 square feet per Lot.

The Board may approve additional Committee Rules issued by the Committee regulating landscaping. If any Owner shall fail to replace or maintain landscaping in conformance with these rules or if any Owner shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, and if such condition is not remedied or eliminated after fifteen (15) days period written notice to such Owner from the Board, the Board's agents shall have the right to enter upon the Lot to correct such condition and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien against the Lot enforceable in the same manner as those created by Assessments as set forth in this Declaration and as described in Article Four, Section 6 hereof.

SECTION 16: Construction Waste. No Owner shall allow any person or persons constructing, repairing, renovating or remodeling Improvements upon a Lot to deposit rubbish, trash, waste or debris of any kind upon the Property or Lot or allow litter to accumulate upon the Property or a Lot. No construction waste may be buried upon the Property or a Lot nor may it be burned on the Property or a Lot without Board approval and all required governmental permits.

SECTION 17: Violations. There shall be no violation of the provisions of this Declaration or the Association Rules. If any Owner, his family, or any licensee, lessee, or invitee is in violation thereof, the Board may, in addition to any other available legal remedies it may have, impose a Special Assessment upon such Owner of not more than One Hundred Dollars (\$100.00) per day for each violation. The Board may also seek injunctive relief in any court of competent jurisdiction. Before invoking any such

Assessment or seeking an injunction, the Board shall give such person reasonable notice of the violation and a reasonable opportunity to cure the violation and/or to be heard regarding the violation and any Assessment or proposed request for injunction. Any assessment imposed which remains unpaid for a period of ten (10) days or more, shall become a lien upon the Owner's Lot and the Improvements thereon upon its inclusion in a notice of Assessment as set forth herein.

**SECTION 18: Wildlife.** The Property provides habitat for numerous species of wildlife. The Association's goal will be to maintain and enhance wildlife populations with the cooperation of the Owners. This goal may include, restrictions on dogs and fencing on the Property and the Lots as set forth in the Association Rules as the same may exist from time to time.

**SECTION 19: Development by Declarant.** Nothing herein shall limit the right of Declarant to complete excavation, grading and construction of Roads to any Lot within the Property owned by Declarant, or to alter the same or to make such additional Improvements as Declarant deems advisable in the course of development of the Property so long as Declarant owns any Lot. The rights of Declarant hereunder and elsewhere in this Declaration may be assigned by Declarant. This Declaration shall not limit the right of Declarant any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot additional licenses, reservations and rights-of-way to utility companies or others as may from time to time be reasonably necessary to the proper development and sale of Lots. Declarant shall not be required to seek or obtain Board or Committee approval of any Improvement constructed or placed by Declarant on any portion of the Property or any Lot owned by Declarant.

**SECTION 20: Timber and Existing Vegetation Removal.** Commercial timber removal and existing vegetation removal on individual Lots shall not be allowed except as may be strictly necessary for the construction of an Improvement. Removal of the same associated with construction, to combat disease or insect infestation or to reduce fire risk shall be allowed with the approval of the Committee. Plans for timber and existing vegetation removal for construction of Improvements, to enhance views or to combat disease, insects or the risk of fire must be submitted for review and approved by the Committee prior to any removal activity.

**ARTICLE FIVE  
PERMITTED USES AND RESTRICTIONS**

**SECTION 1: Uses Allowed.** All of the Lots shall be improved and used solely for Single Family Residential use in accordance with Governmental Regulations, this Declaration, and the

Association Rules. The Property is currently in the County Rural Residential Zone (R-1).

SECTION 2: Improvements. All Improvements of any kind shall require the prior written approval of the Committee in accordance with the terms hereof and the Committee Rules. Unless specifically approved in writing by the Committee:

A. Single-Family Residence. Each Lot may contain a single residential structure designed to accommodate no more than a single family, domestic help and occasional guests, and an attached or detached garage. One (1) Accessory Building is allowed per Lot. In no event may any Lot be improved with more than one (1) residential structure, one (1) detached garage and one (1) Accessory Building.

B. Accessory Buildings. One (1) Accessory Building may be located on each Lot. The construction of an Accessory Building must be approved by the Committee and must conform to all other applicable restrictions. No Accessory Building shall exceed two (2) stories in height above the ground level existing prior to the start of construction and it may not exceed 1,000 square feet in area.

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

D. Height Limitation. No Residence shall be more than two stories in height above the ground level existing prior to construction.

E. Fences. Private fencing by individual Lot Owners shall be unpainted wood post and rail, or equivalent, and shall not exceed forty-two (42) inches in height. Barbed wire, chainlink and solid wood or metal fences will not be permitted. Fences shall not be installed or removed without prior written Committee approval. The perimeter fencing around the Subdivision provided by Declarant shall be wire fencing.

F. Time for Completion of Construction. Construction of all Improvements on any Lot shall be pursued diligently and continuously from time of commencement thereof until the Improvement is fully completed inside and out, including finish painting, landscaping, paving and any other Improvements. All Improvements shall be completed within twelve (12) months of commencement of construction unless completion is prevented by cause beyond the control of Owner