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**DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE CIRCLE C RANCHES**

THIS DECLARATION is made this 3rd day of November 1992, by ROBERT M. BRENNAN, an individual (herein "Declarant").

**ARTICLE 1  
RECITALS**

**1.01 Property Covered.** Declarant is the owner of certain real property (the "Property"), described as: Circle C Ranches at Round Valley, Adams County, Idaho. The legal description of the Property is provided as Exhibit A.

**1.02 Purpose.** Declarant hereby subjects all the Property to certain protective covenants, conditions and restrictions for the benefit of the Property and present and future owners thereof. This Declaration of Covenants, Conditions and Restrictions is intended to preserve the value, desirability and attractiveness of the Property, to create and protect the highest quality development of the Property and to insure proper maintenance thereof.

**1.03 Goals.** The project is being developed to provide a limited number of ranch sites within the 2500 acre Circle C Ranch. The property provides many unique natural resources including its streams, meadows, forests, and wildlife populations. The project has been designed and will be managed to preserve and enhance these natural resources for the benefit of all Lot owners.

**ARTICLE 2  
DECLARATION**

**2.01 Scope of Declaration.** 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 servitude's 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 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 every portion of the property any Lot or any interest therein;  
and

C. Inure to the benefit and be binding upon Declarant, and its successors, and assigns and each grantee and his respective successors in interest; and

D. Be enforced by Declarant or its agent, by any Owner or grantee or his successors in interest or by the Circle C Ranches Homeowners Association.

**2.02 Rights of Declarant.** Notwithstanding the foregoing, 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 Declarant's right to maintain construction, sales or similar facilities on any portion of the Property nor Declarant's right to post signs incidental to construction, sales, or leasing.

**2.03 Other Restrictions.** 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 other governmental authorities and governmental and judicial authorities including Adams County and Idaho County. This Declaration does not supplant any such land use restrictions which are enforced, and must be satisfied, independent of this Declaration.

### ARTICLE 3 DEFINITIONS

Unless the context requires otherwise, the following words and phrases when used in these Restrictions shall have the meanings hereinafter specified:

**3.01 AGRICULTURAL** shall mean the harvesting of crops and timber. It shall also mean feeding, breeding, management and sale of livestock and any other agricultural or horticultural use.

**3.02 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 amended from time to time.

**3.03 ASSESSMENTS** shall mean those payments required of the Circle C Ranches Homeowners Association, Inc. members, including regular and special assessments as further defined in this Declaration.

**3.04 ASSOCIATION** shall mean the Circle C Ranches Homeowners Association, Inc., the non-profit Idaho corporation described in this Declaration, its successors and assigns.

**3.05 ASSOCIATION EASEMENTS** shall mean easements granted to Owners and the Association for the benefit of its members.

**3.06 ASSOCIATION RULES** shall mean the rules and regulations of the Association as amended from time to time.

**3.07 BASE ELEVATION** shall mean the point at natural grade existing prior to any site preparation.

**3.08 BENEFICIARY** shall mean a mortgagee under a mortgage or a beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

**3.09 BOARD** shall mean the Board of Directors of the Circle C Ranches Homeowners Association.

**3.10 BUILDING FOOTPRINT** shall mean the area of a Lot which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions or extensions of buildings (including, but not limited to, attached garages, enclosed decks, porches, and similar enclosed extensions, attachments and accessory structures) and unenclosed portions or extensions of buildings (including, but not limited to, decks, porches, eaves and roof overhangs).

**3.11 BUILDING ENVELOPE** shall mean the area (525 feet in diameter) as shown on the Site Plan within which all building structures must be located.

**3.12 BYLAWS** shall mean the Bylaws of the Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.

**3.13 DECLARANT** shall mean ROBERT M. BRENNAN, an individual, or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.

**3.14 DECLARATION** shall mean this instrument as it may be amended and supplemented from time to time.

**3.15 DEED OF TRUST** shall mean a mortgage or a deed of trust, as the case may be.

**3.16 DESIGN REVIEW COMMITTEE RULES** shall mean the rules adopted by the Design Review Committee pursuant to hereto.

**3.17 IMPROVEMENT** shall mean all things contracted upon, above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, barns, garages, carports, roads, driveways, parking areas, fences, corrals, walls, stairs, decks, landscaping, windbreaks, poles, signs, irrigation devices, antennae, sport courts, satellite dishes, or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any alteration, excavation or fill for any purpose to any Lot, vegetation, diversion dam, stream, spring, seep, ditch, fill, or other device.

**3.18 LOT** shall mean one or more of Lots 1 through 43 of the subject property.

**3.19 MEMBER** shall mean any person who is a member of the Association.

**3.20 MORTGAGE** shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation which will be void and reconveyed upon the completion of such performance.

**3.21 NOTICE AND HEARING** shall mean thirty (30) days notice and public hearing before the Board at which time the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense.

**3.22 OWNER** shall mean the person or persons or other legal entity or entities, including Declarant, holding a fee simple interest in a Lot or, as the case may be, or the purchaser of a Lot under an executory 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, Owner shall also include the family, invitees, licensees and lessees of any Owner.

**3.23 PERSON** shall mean a individual or any other entity with the legal right to hold title to real property.

**3.24 RESTRICTIONS** shall mean this Declaration, as said Declaration may be amended from time to time, and the Rules from time to time in effect.

**3.25 SITE PLAN** shall mean the Site Plan attached hereto as Exhibit B.

**3.26 SUPPLEMENTAL DECLARATION** shall mean a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of setting forth additional covenants, conditions, and restrictions on the Property.

#### **ARTICLE 4 GENERAL AND SPECIFIC RESTRICTIONS**

Except upon prior written approval of the Design Review Committee, the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

**4.01 Design Review Committee.** There shall be no excavation or alteration of any Lot, no action to construct, place or erect any Improvement or structure 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 Design Review Committee in accordance with this Declaration and the Design Review Committee Rules which immediately follow this Declaration in this bound volume and which are incorporated herein by reference as if restated in full. These requirements shall apply only to the exterior appearance of said Improvements and not the interior thereof.

**4.02 Insurance Rates.** Nothing shall be done or kept on any Lot or the Property which shall increase the rate, or result in the cancellation of insurance payable by any Owner, the Association or Declarant, or which would be in violation of any Association or Adams County Regulation.

**4.03 No Further Subdivision.** 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 Design Review 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.

**4.04 Animals.** No more than four (4) dogs, and four (4) cats (and other indoor household pets) may be kept, except with the approval of the Board, and provided that they are not kept, bred or maintained for any commercial purpose and not allowed to run at large, chase wildlife or bark excessively. Owners with farm animals shall maintain pasture grasses and fence pastures according to the alignment shown on the Site Plan. Farm animals shall not exceed one (1) animal per five (5) acres owned unless approved by the Board. No farm animals shall be allowed on any Lot unless contained by fencing.

**4.05 Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot or to its occupants. No noise, including but not limited to, noise created by people, animals, equipment, electronic device, audio receiver, television, stereo, musical instrument and/or machinery, or any other audible nuisance shall be permitted which is offensive or detrimental to any other Lot in the vicinity thereof or to its occupants.

**4.06 Disrepair.** If any Owner permits any Improvement for which he is responsible to maintain to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board, upon fifteen (15) days prior written notice to such Owner, may correct such condition and enter upon such Owner's Lot for the purpose of doing so and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien in the same manner as other assessments as set forth in this Declaration. Such Owner shall be personally liable, and his property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each such Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor or the amounts may, at the option of the Board, be added to amounts payable by such Owner as a regular Assessment.

**4.07 Maintenance of Buildings and Landscaping.** 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 said Improvement without prior review and approval of the Design Review Committee.

**4.08 Watercourses, Irrigation Ditches and Drainage.** All watercourses, irrigation ditches and drainages shall be managed in the best interest of the Association. There shall be no alteration, Improvement, or interference with any established watercourse, irrigation ditch or drainage pattern over any Lot within the Property unless approved in writing by the Design Review Committee and the Board. Any alteration, Improvement, or interference with any watercourse, ditch, or drainage shall also comply with applicable local, state, and federal regulations.

For purposes of this Declaration, "alterations" shall mean to obstruct, diminish, fill, pond, dredge, destroy, alter, modify, relocate, or change. "Watercourses" (either natural or made) shall include: streams (both perennial and intermittent), wetlands, lakes and ponds, springs, seeps, dry washes, and any associated culverts, ditch, or water control structures. Irrigation ditches shall include any ditch, canal and any associated culvert or water control structure used to convey water for irrigation purposes. "Established" is defined as the watercourse, ditch or drainage which exists at the time of the grading of the Lot or Property, or as shown on any plans approved by the Design Review Committee or the Site Plan of the Property.

Any alteration of vegetation within seventy-five (75) feet of all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee. No grass shall be mowed or otherwise disturbed within seventy-five (75) feet of the edge of any watercourse.

No boats, tubes or rafts capable of carrying a person or child shall be allowed in or on any watercourses, ditch or drainage. New watercourses may be developed on individual lots provided that a valid water right exists, plans are approved by the Design Review Committee and Board, the watercourse does not interfere with downstream uses.

**4.09 Greenbelt.** The Greenbelt as shown on the Site Plan shall be established to protect all watercourses, safeguard the Association's water rights, enhance the environmental and recreational value of Lots, and to provide for wildlife, watercourse activities and non-motorized trails for ranch owners and guests. The greenbelt shall be managed by the Association and no alterations within the greenbelt shall be allowed.

**4.10 Sewage and Water Supply Facilities.** All residential structures on any Lot shall be provided, at the owners expense, with adequate sewage treatment facilities and wells including septic tank and drainfield. 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 Design Review Committee and is approved by the Health District and all applicable governmental authorities. No septic tank or drain field shall be located within 300 feet of a watercourse, irrigation ditch, drainage or well unless approved by the Health District and the DRC. Individual Lots may require additional sewage treatment facilities based on soils types and hydrology conditions, the determination of which shall be the responsibility of the Lot owner. All such facilities shall be adequately maintained so as to cause no offensive odors or above ground discharge. At such time as a sewer line for a sewer treatment facility or spreading field is available for hookup to structures on the Lots, and the Board shall so determine, all Lots shall cease utilizing septic tanks and drain fields and shall utilize such sewer treatment facility or spreading field.

**4.11 No Hazardous or Offensive Activities.** No activities shall be conducted on the Property and no Improvements constructed on any Lot which might be unsafe or hazardous to any person or property. No firearms shall be discharged upon any Lot or the Property. No hunting shall be allowed at any time. Hunting on adjacent public lands is allowed according to applicable local, state and federal regulations. No open fires shall be lighted or permitted on any portion of 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 regulatory agencies or those within a contained and safe area for cooking and recreational purposes.

**4.12 Unsightly Articles.** No unsightly articles shall be visible from any 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 unrepai red vehicles and similar equipment shall be kept at all times, screened from view, except for trailers, mobile homes and campers in actual use by non-residents for a period not to exceed fourteen (14) days in any thirty (30) day period. All vehicles must be operational and must have current licenses.

Refuse, garbage and trash shall be kept at all times in a covered container and appropriately screened from view. No lumber, shrub or tree clippings, compost piles or plant waste, metals, bulk materials, unused building material, or refuse or trash or other materials shall 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.

**4.13 No Temporary Structures.** No temporary structure or Improvement shall be placed upon any Lot. However, a well built temporary structure or trailer will be permitted to be used 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.

**4.14 No Mining, or Drilling.** No property 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, by appropriate permit, grant, license or easement, 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 authorities.

**4.15 Vehicles.** The use of all on and off-road vehicles, including but not limited to trucks, automobiles, motorcycles, and snowmobiles, ATVs, "dirt bikes", and other "offroad" type recreational vehicles shall be confined to designated roadways only. No motorized activities will be allowed in Greenbelt areas or on non-motorized trails. Ingress and egress to public lands shall be allowed only through existing private and County roads.

**4.16 Non-motorized Trails.** The non-motorized trails are for ranch owners and guests. All users shall remain on or immediately adjacent to designated the trail. Greenbelts without trail designation are not to be used for access except for ranch maintenance activities and wildlife management.

**4.17 Building Footprints.** Building footprints shall be wholly contained within the building envelopes designated on the Site Plan. Approval of the Design Review Committee and Board will be necessary if any portion of the Building Footprint is to be constructed outside the designated building envelope.

**4.18 Landscaping.** Within ninety (90) days after substantial completion of an Owner's residence, (unless such time is extended by the Design Review Committee), such Owner shall install the landscaping provided for in the Landscape Plan as approved by the Design Review Committee or shall restore all areas disturbed by construction to their preexisting condition and shall thereafter maintain the landscaping in a weed free and well maintained condition. All areas disturbed during construction shall be reestablished with native vegetation. Trees, shrubs, and grasses for landscaping and revegetation shall be selected from the Landscape Materials List as provided by the DRC. Sod will be allowed only in the building envelope. Pastures shall be planted and maintained with native grasses.

Every Owner, whether or not his lot contains any Improvements, shall take all action necessary to restrict the growth of, and to remove, noxious weeds and grasses in accordance with all applicable local, state or federal requirements. Whenever practical weed control actions shall not be chemically dependent but shall utilize plantings and other means of control. The control and maintenance of noxious weeds using chemical control methods shall be in accordance with U.S. EPA label restrictions and shall be applied by an individual experienced in chemical application and safety requirements.

The Board may adopt additional rules regulating landscaping. If any Owner shall fail to install and maintain landscaping in conformance with these rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, or shall fail to remove noxious

weeds and grasses as required above, the Board, upon fifteen (15) days prior written notice to such Owner, shall have the right to correct such condition and to enter upon such owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

**4.19 Construction Debris.** No Owner shall allow any person or persons constructing Improvements upon his Lot (or providing similar services) to deposit rubbish or debris of any kind or to allow litter to accumulate.

**4.20 Violation of Property Restrictions.** There shall be no violation of the Association Rules or the Design Review Committee Rules. If any Owner, his family, or any licensee, lessee, or invitee is in violation thereof, the Board or any owner may, in addition to any other legal remedies it may have, impose a special assessment upon such person of not more than One Hundred Dollars (\$100.00) per day for each violation and/or may suspend the right of such person to use the Association Easements, under such conditions the Board may specify, for a period not to exceed one (1) year for each violation. Before invoking any such assessment or suspension, 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 suspension of rights. 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 hereinafter set forth.

**4.21 Existing Vegetation.** "Vegetation" shall mean trees, shrubs and grasses of all types, whether natural or planted, and whether maintained by the Owner or the Association. No existing native vegetation shall be over-irrigated to the extent that it is damaged or dies. There shall be no planting, cultivation, or disturbance of vegetation located within the "Greenbelt". Any alteration of vegetation within seventy-five (75) feet all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee. No grass shall be mowed or otherwise disturbed within seventy-five (75) feet of the edge of any watercourse. To minimize impacts to existing vegetation all utilities, Improvements, hookups, wires, pipes, conduit, lines, cables and the like shall follow the designated driveway to the building site, even if the distance is longer.

**4.22 Wildlife Management.** The Property will be managed to promote wildlife. The goal will be to maintain and enhance wildlife populations through a variety of management techniques including: establishment and management of the Water Management Area; restoration, establishment and maintenance of native vegetation and grass meadows; controls on dogs to prohibit wildlife harassment, greenbelt restrictions during certain times of the year to reduce human interference, restrictions on artificial feeding programs, bans on hunting, and controls on the installation of fencing.

**4.23 Exemption of Declarant.** Nothing in the Restrictions shall limit the right of Declarant to complete excavation, grading and construction of Improvements to any Lot within the Property owned by Declarant, or to alter the foregoing or to make such additional Improvements as Declarant deems advisable in the course of development of the Property so long as any Lot remains unsold. The rights of Declarant hereunder and elsewhere in these Restrictions 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 itself, to utility companies to others as may from time to time be reasonably necessary to



the proper development and disposal of the Property. Declarant need not seek nor obtain Design Review Committee approval of any Improvement constructed or placed by Declarant on any portion of the Property owned by Declarant.

**4.24 Timber and Existing Vegetation Removal.** Commercial timber removal and existing vegetation removal on individual Lots shall be allowed with approval by the DRC. Plans for timber and existing vegetation removal for building construction, driveway corridors and view corridors must be submitted for review and approved by the DRC prior to any removal activity and shall comply with landscaping and revegetation requirements.

## ARTICLE 5 PERMITTED USES AND RESTRICTIONS

**5.01 Permitted Use.** All of the Lots in the property shall be improved and used solely for residential and agricultural use so as approved by the Board and the governmental agencies with jurisdiction over the property. The property is currently in the Adams County Agricultural Timber and Grazing (ATG) Zone. Dwellings not provided in conjunction with the propagation or harvesting of Agricultural and forest products may require a Conditional Use Permit. Easements for all private roads shown on the Site Plan for the Property shall be granted by Declarant to the Association when Declarant no longer has 50% ownership of the Lots for the use by all Owners and their invitees.

**5.02 Improvements.** All Improvements of any kind shall require written approval of the Design Review Committee in accordance with the terms hereof and the Design Review Committee Rules. Unless specifically approved in writing by the Design Review Committee:

**A. Single-Family Residence.** Each Lot may contain a single family residential structure (hereinafter "residence") designed to accommodate no more than a single family, domestic help and occasional guests, a detached garage if necessary, and guest housing or domestic help quarters. In no event may any Lot be improved with more than two (2) residential structures, plus one detached garage, all of which must be within the building envelope.

Flood proofing measures, if applicable, shall be designed consistent with the flood-protection elevation for all Lots. If necessary, the top of the foundation stem wall and the lower portion of the floor system shall be a minimum of two (2) feet above the 100 year floodplain. Avalanche concerns shall be reviewed by the Owner and, if necessary, the residence shall be so located to avoid dangerous avalanche areas.

**B. Ranch Buildings.** Each Lot may contain one (1) barn and one (1) outbuilding, all of which must be located within the building envelope unless approved by the DRC.

**C. Minimum Size.** All residential buildings 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 portion of any residence shall be more than thirty-five (35) feet measured vertically at any point above Base Elevation; provided, this limitation shall not apply to chimneys, lighting rods and weather vanes. Ranch buildings may be higher than thirty-five (35) feet as approved by the DRC.

**E. Fences.** The existing tamarack fence shall be maintained in its existing condition and alignment unless approved by the DRC and Board. Private fencing by individual Lot owners must be in accordance with the Site Plan. Fencing on Lots shall be limited to: building envelopes plus two (2) additional acres adjacent to the building envelope; the property boundary; and pasture areas approved and so designated for cross fencing. No fencing shall occur within the Greenbelt. All fencing shall be wood post and rail, and shall not exceed forty-two (42) inches in height. Barbed wire fences shall not be permitted. Any proposed changes in fencing must be approved by the DRC and Board.

**F. Completion of Construction.** Construction of all Improvements on any Lot shall be pursued diligently and continuously from time of commencement thereof until all structures are fully completed inside and out, including finished painting, landscaping, paving and any other planned Improvements, all of which shall be completed within twelve (12) months of commencement of construction unless prevented by cause beyond the control of Owner or builder and then only for the period such cause continues.

**G. Building Envelope and Driveway Corridor.** All Improvements shall be located within the building envelope and driveway corridor as set forth on the Site Plan. The located building envelopes and driveway corridor may not be changed without approval of the Design Review Committee and the Board.

**H. Utilities.** All utilities upon any lot for the transmission of utilities, telephone service, the reception or audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained below the surface of the ground. Improvements, hookups, wires, pipes, conduit, lines, cables and the like shall follow the designated driveway to the building site, even if the distance is longer.

**I. View Corridors.** Certain lots may benefit from the development of view corridors by the selective removal of trees. View corridors have been planned to maximize the views from each building envelope and prior to tree removal an on-site review by the DRC shall be performed to determine the impact of corridor construction on the privacy to neighboring lots, extent of timber removal planned, erosion potential to soils, revegetation needs and effects on wildlife habitat and watercourses.

**5.03 Residential Use: Rentals.** No residence shall be used for any purpose other than single-family residential purposes. No automobile garage shall be used as living quarters at any time. No business, profession, trade, or other nonresidential use shall be conducted on any Lot except as approved by the Board, provided, however, that nothing in this Declaration shall prevent the rental of property by the Owner thereof for residential purposes. Residential buildings must be rented together to the renting party and the buildings may not be rented separately; no guest housing or domestic help quarters shall be rented separately from the residence.

**5.04 Tennis Courts.** No tennis, squash, paddle tennis, or other sports court shall be illuminated at night time, nor shall night time play be allowed thereon.

**5.05 Driveways.** All driveways and parking areas shall be constructed of gravel, decomposed granite, concrete, brick pavers, or asphalt paving, unless the Design Review Committee determines otherwise. All private roads will be constructed to meet minimum County standards. Access roads and driveways shall be at grade or where required to exceed grade shall be culverted to allow free flow of water in the event that watercourses and drainages exceed their banks.

**ARTICLE 6**  
**CIRCLE C RANCH HOMEOWNERS ASSOCIATION**

**6.01 Association.** The Association is a nonprofit Idaho corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

**6.02 Membership.**

**A. Qualifications.** Each Owner (including Declarant), by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association.

**B. Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to said Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of legal and equitable title to said Lot, and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said Lot shall operate automatically to transfer said membership to the new owner thereof.

**6.03 Voting.**

**A. Number of Votes.** The Association shall have two classes of voting membership:

Class A. Class A members shall consist of all Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. Declarant shall become a Class A member with regard to Lots owned by Declarant upon the conversion of Declarant's Class B membership to Class A membership as provided below. The Owner of each Lot may, by notice to the Association and signed proxy, designate a person (who need not an Owner) to exercise the vote for such Lot. Said proxy shall revocable at any time by notice to the Association by the Owner. Such proxy may be granted or revoked by the guardian of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an Owner's estate, by his personal representative or administrator where the latter's interest in said property is subject to administration in his estate.

Class B. The Class B member shall be Declarant. Upon the first sale of a Lot to an Owner, Declarant shall thereupon be entitled to three (3) votes for each Lot owned by Declarant. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or

(2) Ten (10) years from the transfer of legal and equitable title by Declarant of a Lot to an Owner.

**B. Joint Owner Disputes.** The vote for each such Lot shall, if at all, be cast as unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

**C. Meetings of Owners.** There shall be a meeting of the Owners on the 15th of June each year at 6:00 o'clock p.m. at the office of Galena Engineering, Ketchum, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners by depositing the same in the United States mail, postage prepaid, not less than seven (7) nor more than sixty (60) days prior to the date fixed for said meeting. A special meeting of the Owners may be called at any reasonable time and place by notice of the Board or by the Owners having twenty percent (20%) of the total votes and delivered to all other Owners not less than fifteen (15) days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the Owners entitled to vote at least a majority of the total votes shall constitute a quorum.

The president of the Association (or the vice president in his absence) shall act as chairman of all meetings of the Owners and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as secretary of all such meetings. Members of the Board shall be elected by cumulative voting. At each annual meeting, the Board shall present a written accounting of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each Owner. Within ten (10) days after the date set for each annual meeting, or as soon thereafter as practical the assessment statement shall be delivered to the Owners not present at said meeting.

**D. Cumulative Voting.** In any election of the members of the Board, every Owner (including Declarant) entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

**6.04 Board of Directors and Officers.** The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board of Directors of the Association shall be appointed by Declarant and shall hold office until the first annual meeting, at which time a new Board may be elected in accordance with the provisions set forth in the Bylaws.

#### **6.05 Powers and Duties of the Association.**

**A. Powers.** The Association shall have all the powers of a non-profit corporation organized under the general nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, 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 operation of the Association Easements and the performance of the other responsibilities herein assigned, including without limitation:

**(1) Assessments.** The power to levy Assessments on the Owners of Lots and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

**(2) Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf or in 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,

**(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, and to contract for the maintenance, repair, replacement and operation of Association Easements. 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.

**(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 (the Association Rules). The Association Rules shall govern the use of Association Easements, including but not limited to the private roads by the Owners, by the families of the Owners, or by an invitee, licensee, lessee, or contract purchaser of an Owner; provided, however, that the Association rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

**(5) Emergency Powers.** The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

**(6) Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under any non-exclusive Association Easement as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

(a) Underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

(b) Public sewers, storm drains, water drains, and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and

(c) Any similar public or quasi-public improvements or facilities.

**(7) Legal and Accounting Services.** To retain and pay for legal and accounting services necessary or proper for the operation of the Association, enforcement of the Restrictions and the Association rules, or performance of any other duties or rights of the Association.

**B. Duties of the Association.** In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties:

**(1) Operation Maintenance of Association Easements.** Operate, maintain and otherwise manage or provide for the operation, maintenance and management of Association Easements including the repair and replacement of property damaged or destroyed by casualty loss and all other property acquired (by easement or otherwise) by the Association. The Board, on behalf of the Association, may contract for the operation, management and maintenance of Association Easements. The Association shall also take such actions and arrange for such maintenance as may be necessary or desirable for the upkeep of landscape, watercourses, roads and all other easements.

**(2) Water Rights and Other Utilities.** The existing water rights will be transferred from The Declarant to the Homeowners Association to be allocated to each Lot and to instream uses for aesthetics, fisheries and wildlife. The Association will acquire, provide and/or pay for water, electrical, and other necessary services for the Association Easements owned and managed by it.

**(3) Insurance.** Unless otherwise determined by the Board obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

(a) Fire insurance including those risks embraced by coverage of the type now known as "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Association Easements managed by it.

(b) Comprehensive public liability insurance insuring the Board, the Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the use of the Association Easements managed by it. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and property damage.

(c) Full coverage directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000).

(d) Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

e) The Association shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their

interests in such proceeds and to deal therewith.

(f) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(5) **Rule Making.** Make, establish, promulgate, amend and repeal the Association rules.

(6) **Design Review Committee.** Appoint and remove members of the Design Review Committee, subject to the provisions of this Declaration.

(7) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

(8) **Roads.** To snowplow and maintain, or provide for the snowplowing and maintenance of all roads, bridges and trail system which are the subject of Association Easements and to keep all Improvements in good order and repair, as is necessary to maintain such easements in a neat and usable condition and to participate in any joint maintenance arrangement necessary to maintain access roads to the Property.

**6.06 Board Rules.** The Board may adopt such rules as it deems proper to enable it to properly perform its duties hereunder. A copy of said Rules, as they may from time to time be adopted, amended or repealed, may (but need not) be mailed or otherwise delivered to each owner or recorded at Adams County or Idaho County. Upon such mailing, delivery or recording, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

**6.07 Personal Liability .** No member of the Board, or any committee of the Association, or any officer of the Association, or the Declarant, or any member of the Design Review Committee, or the manager of the Association, 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 the 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, the Declarant or the Design Review Committee, or any other committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

**6.08 Budgets and Financial Statements.** Financial Statements for the Association shall be regularly prepared and copies shall be distributed to each Owner of the Association as follows:

A. An operating budget for each fiscal year shall be distributed not less than sixty days (60) days before the beginning of each fiscal year.

B. A balance sheet, as of an accounting date which is the last day of the month closest in time to six (6) months from the date of the closing of the first sale of a lot and an operating statement for the period from the date of the first closing to the said accounting date, shall be distributed

within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the Lot number and the name of the person or entity assessed.

C. Within thirty (30) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for its fiscal year. Copies of said documents shall be distributed to each Owner within ninety (90) days after the end of each fiscal year.

**6.09 Amendment.** The provisions of Sections 6.01, 6.02 and 6.03 hereof may only be amended with the unanimous vote or written consent of all the Owners entitled to vote.

## ARTICLE 7 ASSESSMENTS

**7.01 Covenant to Pay Assessments.** Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular and Special Assessments or charges made by the Association. Such Assessments, together with interest, costs and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Property 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 Owner of such Property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by them.

**7.02 Regular Assessments.** Regular Assessments against each Lot shall commence on the first day of the first month following the closing of the sale of a Lot ("Initiation Date"). From and after the Initiation Date until January 1 of the calendar year immediately following the Initiation Date, there shall be assessed against each Lot a Regular Assessment per Lot as determined by the Association.

Not less than thirty (30) nor more than sixty (60) days prior to the beginning of each calendar year following the Initiation Date, the Board shall estimate the total amount of funds necessary to defray the expenses of the Association and shall assess the Owner of each Lot subject therein in December of each year for the following year. Said Assessment shall be prorated in accordance with the total number of Lots which are subject to Assessment by such Association. Regular Assessments shall include an amount allocated to an adequate reserve fund which is to be established for maintenance, repairs and replacement of the Association Easements. The entire Regular Assessment shall be paid annually by each Owner of a Lot within thirty (30) days of the mailing date of the Assessment.

### **7.03 Special Assessments.**

A. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will become inadequate to meet the expenses of such Association for any reason, including but not limited to costs of maintenance and unexpected repairs upon the Association Easements, the Board thereof shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment. The Board may, at its discretion, pro-rate such Special Assessment over the remaining months of the calendar year or levy such Assessment immediately against each Lot.



B. Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments.

**7.04 Uniform Rate of Assessment.** Unless otherwise specifically provided herein, Regular and Special Assessments must be fixed at a uniform rate for all Owners.

**7.05 Assessment Period.** The Regular Assessment period shall commence on January 1 of each year and terminate December 31 of such year; provided, however, the initial Regular Assessment period shall commence on the Initiation Date and terminate on December 31 of the year in which the Initiation Date occurs. The first Regular Assessment shall be adjusted to the number of months remaining in the calendar year be payable in equal monthly installments.

**7.06 Notice and Assessment Due Date.** Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto. The due dates for Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board of the Association making the Assessment. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent monthly installment and Special Assessment, a late charge of Twenty-five Dollars (\$25.00), together with interest at the maximum rate permitted by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association making the Assessment may bring an action at law against the Owner personally obligated to pay the same to foreclose the lien against his Lot as is more fully provided herein. Each Owner is personally liable for said Assessments and no Owner of a Lot may exempt himself from liability for his contribution by a waiver of the use or enjoyment of any of the Association Easements or by abandonment of his Lot.

**7.07 Estoppel Certificate.** The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of such Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relief upon which any prospective purchaser or mortgagees of said Owner's Lot may rely, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

**7.08 Special Notice and Quorum Requirements.** Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of either levying a Special Assessment pursuant to this Article, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessments pursuant to this Article, shall be sent to all Owners of such Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Owners (or their proxies) of Lots totaling 66 2/3% of the total voting power of such Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be Owners (or their proxies) of Lots totaling 50% of the total voting power of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

## ARTICLE 8 ENFORCEMENT OF ASSESSMENTS: LIENS

**8.01 Right to Enforce.** The right to collect and enforce the Assessments made by the Association is vested in the Association. Each Owner of a Lot upon becoming an Owner of such Lot is and shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity or such Board may exercise the power of sale pursuant hereto to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

### 8.02 Assessment Lien

**A. Creation.** There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Property pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recording of a claim of lien with the County Recorder. Said lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

**B. Claim of Lien.** Upon default of any Owner in the payment of any Regular or Special Assessment required hereunder, the Association may cause to be recorded in the Office of the County Recorder in the county in which the Property is situated a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same has been assessed, and the name of the record owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and relief of such delinquent sums and charges. The Association may demand and receive the cost of recording of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and relief as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

**8.03 Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or by sale by Association, its attorney or other person authorized to make the sale, such sale to be conducted in accordance with the provisions of Idaho Code applicable to the exercise of powers of sale

permitted by law. The Board is hereby authorized to appoint its attorney, any officer or Director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale foreclosure.

**8.04 Required Notice.** Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim on, whether judicially by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the Association in the Office of the County Recorder in the county in which the Property is located.

**8.05 Subordination to Certain Trust Deeds.** The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such given Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**8.06 Rights of Mortgagees.** Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed of trust or mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

## ARTICLE 9 INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

**9.01 Owner's Right of Inspection.** The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by his duly appointed representatives, at any reasonable time and for a purpose reasonably related to his interest as an Owner at the office of the Association or at such other place within the Property as the Board of such Association shall prescribe.

**9.02 Rules Regarding Inspection of Books and Records.** The Board shall establish reasonable rules with respect to:

- A. Notice to be given to the custodians of the records by the persons desiring to make the inspection.
- B. Hours and days of the week when such inspection.
- C. Payment of the cost of reproducing copies of documents requested pursuant to this article.

**9.03 Director's Right of Inspection.** Every current member of the Association Board of Directors shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association of which he is a Director, and the physical properties owned or controlled by such Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

## **ARTICLE 10 DESIGN REVIEW COMMITTEE**

**10.01 Members of Committee.** The Design Review Committee, (sometimes referred to as "DRC") shall consist of three (3) members. The following persons are hereby designated as the initial members of the Committee:

1. Robert M. Brennan
2. Richard Emik
3. Richard Fosbury

Each of said persons shall hold office until such time as he has resigned or has been removed of his successor has been appointed, as provided herein. Except for Robert M. Brennan or his designated representative, members of the Design Review Committee may be removed at any time without cause.

**10.02 Declarant's Rights of Appointment.** Up to the time that Declarant has 50% ownership of the Lots, Declarant shall have the right to appoint and remove all members of the Design Review Committee. When the Declarant no longer has 50% ownership of the Lots the Board shall have the right to remove and appoint members of the Design Review Committee. Notwithstanding any other provision of this Declaration (including those allowing amendment of this Declaration) the Design Review Committee shall at no time have more than three (3) voting members.

**10.03 Duties of DRC.** Except as to changes by Declarant in the Property, no changes in the existing state of any Lot within the Property shall be made or permitted without the prior written approval of the DRC. The DRC shall issue Rules setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions and additional standards for approval. The initial DRC Rules are attached hereto and incorporated herein by reference as if restated in full and may be amended from time in accordance with their terms.

The DRC shall have sole authority to determine the proper use, appearance, design and aesthetic quality of any proposed Improvement. For purpose of this paragraph, "changes in the existing state" of any Lot include, but are not limited to, construction of dwellings, Improvements, (including utilities), the excavation, alteration filling, or similar disturbance of the surface of the land, (including without limitation, change of grade, stream bed, ground level, or drainage pattern), the clearing, marking, defacing, or damaging of trees, shrubs, or other vegetation, the landscaping or planting of trees, shrubs, lawns, or plants, and the proposed use of a Lot other than as a single family residential living quarter, and any change in color, texture, or exterior appearance of any previously approved change in the existing state of property.

The DRC shall consider and act upon any and all proposals or plans and specifications

submitted for its approval pursuant to the terms of this Declaration and the DRC Rules and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the DRC.

The Design Review Committee shall have the authority to maintain a list of approved construction materials and to add or subtract therefrom from time to time. The DRC, may condition its approval of proposals or plans and specifications or other information prior to approving or disapproving materials submitted. The DRC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and or samples of exterior material and colors and sworn affidavits as to intended use of the proposed Improvement(s). Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing together with three (3) sets of all plans required by the DRC for review. All approvals or disapproval's of exterior material and colors and sworn affidavits as to intended use of the proposed Improvement(s). Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing together with three (3) sets of all plans required by the DRC for review. All approvals or disapproval's shall be in writing to the Owner.

**10.04 Meetings of the Design Review Committee.** The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. It may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on its behalf, except the granting of variances. In the absence of such designation, the vote of any two (2) members of the Design Review Committee, or the written consent of any two (2) members of the Design Review Committee taken without a meeting, shall constitute an act of the Design Review Committee.

**10.05 No Waiver of Future Approvals.** The approval of the Design Review Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring its approval and consent, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

**10.06 Compensation of Members.** The members of the Design Review Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by the Board and shall not exceed \$50.00 per hour. Said maximum compensation may be increased by the vote of a majority of the votes cast by Owners voting at any general or special meeting of the Association called for that purpose.

**10.07 Final Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Design Review Committee.

B. Within sixty (60) days thereafter, the Design Review Committee or its duly authorized representative may inspect such Improvement. If the Design Review Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Design Review Committee shall notify the Board in writing of such failure. Upon Notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Assessment against such Owner for reimbursement pursuant to Article IV, Section 4.05 and Article VI hereof.

D. If the Design Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after the receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

**10.08 Nonliability of Design Review Committee Members.** Neither the Design Review Committee nor any member thereof shall be liable to the Association, or to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review Committee's duties hereunder, unless due to the willful misconduct or bad faith of such member. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition, solely on the basis of its intended use, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property in general. The Design Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or any warranty that the Improvement is fit for any particular purpose of habitation.

**10.09 Variances.** The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Design Review Committee. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply

with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances the lot set-back lines or requirements imposed by any governmental or municipal authority.

## ARTICLE 11 EASEMENTS

**11.01 Grant of Easements.** Notwithstanding anything expressly or implied contained herein to the contrary, this Declaration shall be subject to all easements hereto before or hereafter granted by Declarant including for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of any Association herein referred to, the right of Declarant to grant additional easements and rights-of-way over the project to utility companies and public agencies as necessary, for the proper development of the Property until close of escrow for the sale of the last Lot in the Property to a purchaser. Easements will be fully described on the legal description for each Lot, as well as lot lines and designated building envelopes.

**11.02 Utility Easement.** Underground electrical and telephone utilities will be installed within the 50' roadway right of way by the Declarant. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

A. Wherever utility house connections, if any, are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by other than the Owners of the Lot served by said connections, shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have their agent enter upon the Lots within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

B. Whenever utility house connections, if any, are installed within the Property which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his Lot.

**11.03 Driveway and Road Easements.** Whenever a driveway is installed within the Property which in whole or in part lies upon Lots owned by Owners other than the Owners of the Lot served, or are installed to serve more than one Lot, the owners of the Lots served or to be served by such driveways shall be entitled to full use and enjoyment thereof as required to service his Lot or to repair, replace or maintain the same, and are hereby granted an easement to the full extent necessary therefor. Existing ranch roads may be used as driveway entries to individual building envelopes where shown on the Site Plan (easements may occur on these roads).

Some roads within the Property have established easements for use by the Forest Service, Boise Cascade and the general public. The proposed ranch road easement will be ninety (90) feet, to include a fifty (50) foot Right of Way (ROW) with twenty (20) foot non-motorized easements on both sides of the road. The Declarant will own all private roads until 50% of the Lots are sold at which time ownership of the private roads will be transferred to the Association. Road ownership and easements will be described on the legal description for each Lot and as shown on the Site Plan. It is possible that private roads may become public roads at some future date.

**11.04 Disputes as to Sharing of Costs.** In the event of a dispute between Owners with respect to the repair or rebuilding of said utility connections or driveways, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and make an Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration.

**11.05 Landscape Easement.** An easement is hereby reserved to the Association, its contractors and agents, to enter portions of Lots for the purpose of pest and weed control.

**11.06 Watercourse Easement.** The Declarant hereby reserves for the benefit of the Association an easement for all watercourses, irrigation ditches, and drainages (or other bodies of water) and related pipes, pumps and other related equipment over, across and under all Lots and Association Easements owned by the Association to the extent reasonably required to protect the Associations water rights and to maintain, and service the watercourses and irrigation system as existing or installed by Declarant on the Property or pursuant to plans and specifications approved by the Design Review Committee.

**11.07 No Construction Within Easements.** No Improvement shall be made within any easement without the prior written approval of Design Review Committee.

**11.08 Greenbelt Easement.** The Greenbelt is a corridor of land and water, as shown on the Site Plan, to be held in common by the Association for the benefit of all Lot owners. The Greenbelt contains environmentally sensitive lands including streams, wetlands, forest, and grass meadows that provide a access corridor to surrounding state, federal and private lands for wildlife and Owners. The greenbelt will provide non-motorized trails for horseback riding and hiking. Because the area is managed for waterfowl and wildlife habitat it may be necessary to limit access to the Greenbelt during particular times of the year. During these times non-motorized activities will be limited to roadway easements. Use of the Greenbelt and non-motorized trails will be limited to Owners and use by the general public will be restricted.

## ARTICLE 12 M I S C E L L A N E O U S

**12.01 Term.** The covenants, conditions, and restrictions of this Declaration shall run until the year two thousand twenty-five (2025) unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least three-fourths (3/4) of the Owners, and such written instrument is recorded with the Adams County Recorder.

### **12.02 Amendment.**

**A. By Declarant.** Up to the time that Declarant has 50% ownership of the Lots, the provisions of this Declaration, other than this Article, may be amended only by Declarant. Any amendment hereunder shall be effective only upon recordation with the Adams County Recorder of an instrument in writing signed and acknowledged by Declarant setting forth the amendment.



**B. By Owners.** When the Declarant no longer has 50% ownership of the Lots the provisions of the Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledge by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least three-fourths (3/4) of the Owners, and such an amendment shall be effective upon its recordation with the Adams County Recorder.

**C. Rights of Beneficiary.** Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded deed of trust or mortgage upon a Lot made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration, as amended.

**12.03 Notices.** Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or the residence of such person, if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

**12.04 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and preservation of the Property in a manner designed to protect and enhance the aesthetic and economic value of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

**12.05 Enforcement and Nonwaiver.**

**A. Right of Enforcement.** Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Restrictions upon any Lot within the Property and the Owners thereof.

**B. Violations and Nuisance.** Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any Owner or Owners of Lots within the Property.

**C. Violation of Law.** Any violation of any state, municipal or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Property, is hereby declared to be a violation of the Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

**D. Remedies Cumulative.** Each remedy provided by the Restrictions is cumulative and not exclusive.

**E. Nonwaiver.** The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

**12.06 Construction.**

**A. Restrictions Construed Together.** All of the provisions of the Restrictions shall be liberally construed together to promote and effectuate Declarant's goals in making this Declaration as set forth in the preamble.

**B. Restrictions Severable.** Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of the Restrictions shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**C. Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.


**D. Captions.** All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

**12.07 Reservation of Easements.** Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Association Easements resulting from the normal use of adjoining Lots or Association Easements, and for necessary landscape, other maintenance. Such easement may be used by Declarant, its successors, purchasers, the Association and all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Association Easement.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT:

ROBERT M. BRENNAN

By   
Robert M. Brennan

Attest:

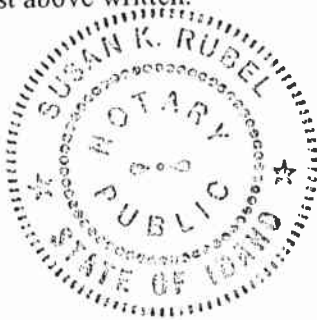
\_\_\_\_\_

STATE OF IDAHO

County of *Blaine*

On this *9* day of *December*, 1992, before me, the undersigned Notary Public in and for said state, personally appeared ROBERT M. BRENNAN, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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



*Susan K Rubel*  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: *Harley*  
Commission Expires: *3-11-93*

Township 20 North, Range 1 East, Boise Meridian, Adams County,  
Idaho,

Section 2: Lots 3 and 4, S1/2NW1/4, N1/2SW1/4, SW1/4SW1/4;

EXCEPTING all that portion lying East of U.S. highway 95 and more particularly described as follows:

Commencing at the North quarter corner which is also the Northeast corner of Government Lot 3 of said Section 2;

Thence South 00 degrees 20'44" East along the East boundary of said W1/2 a distance of 4056.43 feet to the Northeast corner of the SE1/4SW1/4 of said Section 2;

Thence South 89 degrees 34'51" West along the North boundary of the said SE1/4SW1/4 a distance of 1321.82 feet to the Northwest corner of the SE1/4SW1/4;

Thence South 00 degrees 23'13" East along the West boundary of the said SE1/4SW1/4 a distance of 1330.21 feet to the Southeast corner of the SW1/4SW1/4 of said Section 2;

Thence South 89 degrees 22'59" West along the South boundary of said SW1/4SW1/4 a distance of 335.35 feet to a point on the Easterly right-of-way boundary of U.S. Highway 95;

Thence traversing said Easterly right-of-way boundary North 02 degrees 41'13" West a distance of 404.20 feet; North 87 degrees 18'47" East a distance of 50.00 feet; North 02 degrees 41'13" West a distance of 684.82 feet; Northeasterly a distance of 843.01 feet along the arc of a curve to the right having a radius of 1807.55 feet, a central angle of 26 degrees 43'18" and a long chord which bears North 10 degrees 40'26" East a distance of 835.39 feet;

North 65 degrees 57'55" West a distance of 40.00 feet; North 24 degrees 02'05" East a distance of 1850.89 feet; Northeasterly a distance of 169.77 feet along the arc of a curve to the left having a radius of 5,790.00 feet, a central angle of 01 degrees 40'48" and a long chord which bears North 23 degrees 15'01" East a distance of 169.77 feet;

North 67 degrees 35'23" West a distance of 10.00 feet; Northeasterly a distance of 1200.58 feet along the arc of a curve to the left having a radius of 5,780.00 feet, a central angle of 11 degrees 54'04" and a long chord which bears North 16 degrees 27'35" East a distance of 1,198.43 feet;

North 10 degrees 30'14" East a distance of 484.37 feet to a point on the North boundary of said Section 2;

Thence leaving said right-of-way boundary and running South 89 degrees 16'52" East along said North boundary a distance of 267.11 feet to the PLACE OF BEGINNING.

Section 3: S1/2NE1/4, Lots 1, 2, 7 and 8, Lots 3 and 6.

Township 21 North, Range 1 East, Boise Meridian, Adams County,  
Idaho

Section 27: SW1/4NW1/4, SW1/4, W1/2SE1/4.

Section 28: S1/2NE1/4, SE1/4, S1/2SW1/4.

Section 33: NE1/4, NE1/4NW1/4, SW1/4NW1/4, S1/2.

Section 34: ALL

Section 35: NW1/4, W1/2SW1/4, SE1/4SW1/4

83288

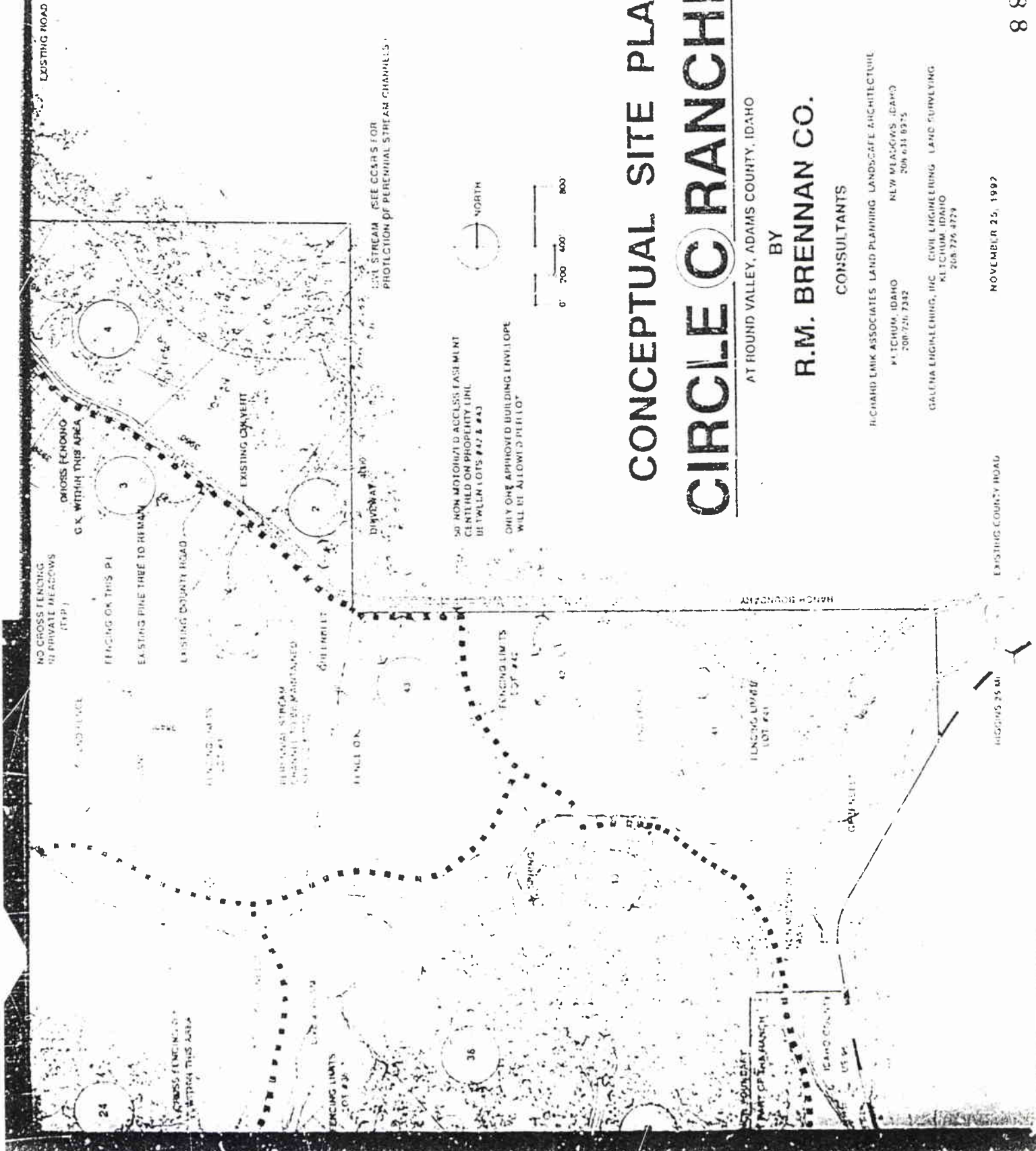
# EXHIBIT D

## SITE PLAN LEGEND

- LIMITS OF PRIVATE PASTURE AND FENCING FOR LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
- PRIVATE PASTURE AREA (SEE 10' X 10' GRID) FOR ALL 5000' DIAMETER PERIMETERS AS LINED AND BOUNDARY LINES TO BE MANAGED BY THE RANCH ASSOCIATION.
- APPROVED CROSS FENCING AREA
- APPROVED BUILDING ENVELOPE (525 DIAMETER) FOR ALL 5000' DIAMETER PERIMETERS AS LINED AND BOUNDARY LINES TO BE MANAGED BY THE RANCH ASSOCIATION.
- SHIFTS OF BUILDING ENVELOPES, IF DESIRED, REQUIRE APPROVAL BY THE RANCH ASSOCIATION.
- APPROVAL ONLY ONE APPROVED BUILDING ENVELOPE WILL BE ALLOWED PER LOT.
- EXISTING OR PROPOSED VIEW CORRIDORS SHALL BE PRESERVED AND OCCUR WITHIN EXISTING OR PROPOSED VIEW CORRIDORS. APPROVAL BY THE RANCH ASSOCIATION IS REQUIRED FOR ANY CHANGES TO EXISTING OR PROPOSED VIEW CORRIDORS. APPROVAL BY THE RANCH ASSOCIATION IS REQUIRED FOR ANY CHANGES TO EXISTING OR PROPOSED VIEW CORRIDORS.
- RANCH ASSOCIATION GREENBELT TO BE MANAGED FOR MEMBER WATER COURSE ACTIVITIES AND NON-MOTORIZED TRAILS FOR RANCH OWNERS AND GUESTS.
- NON-MOTORIZED TRAILS FOR RANCH OWNERS AND GUESTS. ALL USES TO BE MANAGED BY THE RANCH ASSOCIATION. APPROVAL BY THE RANCH ASSOCIATION IS REQUIRED FOR ANY CHANGES TO EXISTING OR PROPOSED TRAILS. APPROVAL BY THE RANCH ASSOCIATION IS REQUIRED FOR ANY CHANGES TO EXISTING OR PROPOSED TRAILS.
- PERENNIAL STREAMS TO BE MANAGED BY THE RANCH ASSOCIATION IN ACCORDANCE WITH EXISTING WATER RIGHTS AND GOVERNMENT JURISDICTIONS.
- INTERMITTENT STREAMS TO BE MAINTAINED PERMANENTLY OPEN TO FLOW.
- EXISTING RANCH ROADS MAY BE USED AS DRIVEWAY ENTRIES TO INDIVIDUAL BUILDING ENVELOPES WHERE SHOWN ON SITE PLAN. EASEMENTS OCCUR ON CERTAIN OF THESE ROADS.
- APPROVED DRIVEWAY ALIGNMENT TO BUILDING ENVELOPE.
- EXISTING ADAMS COUNTY ROAD.
- PROPOSED RANCH ROAD TO BE USED AS DRIVEWAY ENTRIES TO INDIVIDUAL BUILDING ENVELOPES WHERE SHOWN ON SITE PLAN. EXACT ALIGNMENT MAY VARY AS PROJECT EVOLVES.
- LIMIT OF RANCH ASSOCIATION GREENBELT TO BE PRESERVED.
- EXISTING TREES TO BE PRESERVED.
- EXISTING 40' COURSE INTERVAL.
- RANCH BOUNDARY MAY BE LINED WITH APPROVED FENCING AND APPROVALS.
- LOT PROPERTY LINE.
- PRIVATE PASTURE FENCE LINE (SEE 10' X 10' GRID) TO BE MANAGED BY THE RANCH ASSOCIATION.
- U.S. HWY 95



Site Plan - These are an additional 4 pages -



# CONCEPTUAL SITE PLAN

## CIRCLE C RANCHES

AT ROUND VALLEY, ADAMS COUNTY, IDAHO

BY  
**R.M. BRENNAN CO.**

CONSULTANTS

RICHARD EMK ASSOCIATES LAND PLANNING LANDSCAPE ARCHITECTURE  
 41 TICHUM, IDAHO NEW MEADOWS, IDAHO  
 208-633-6975 208-633-6975

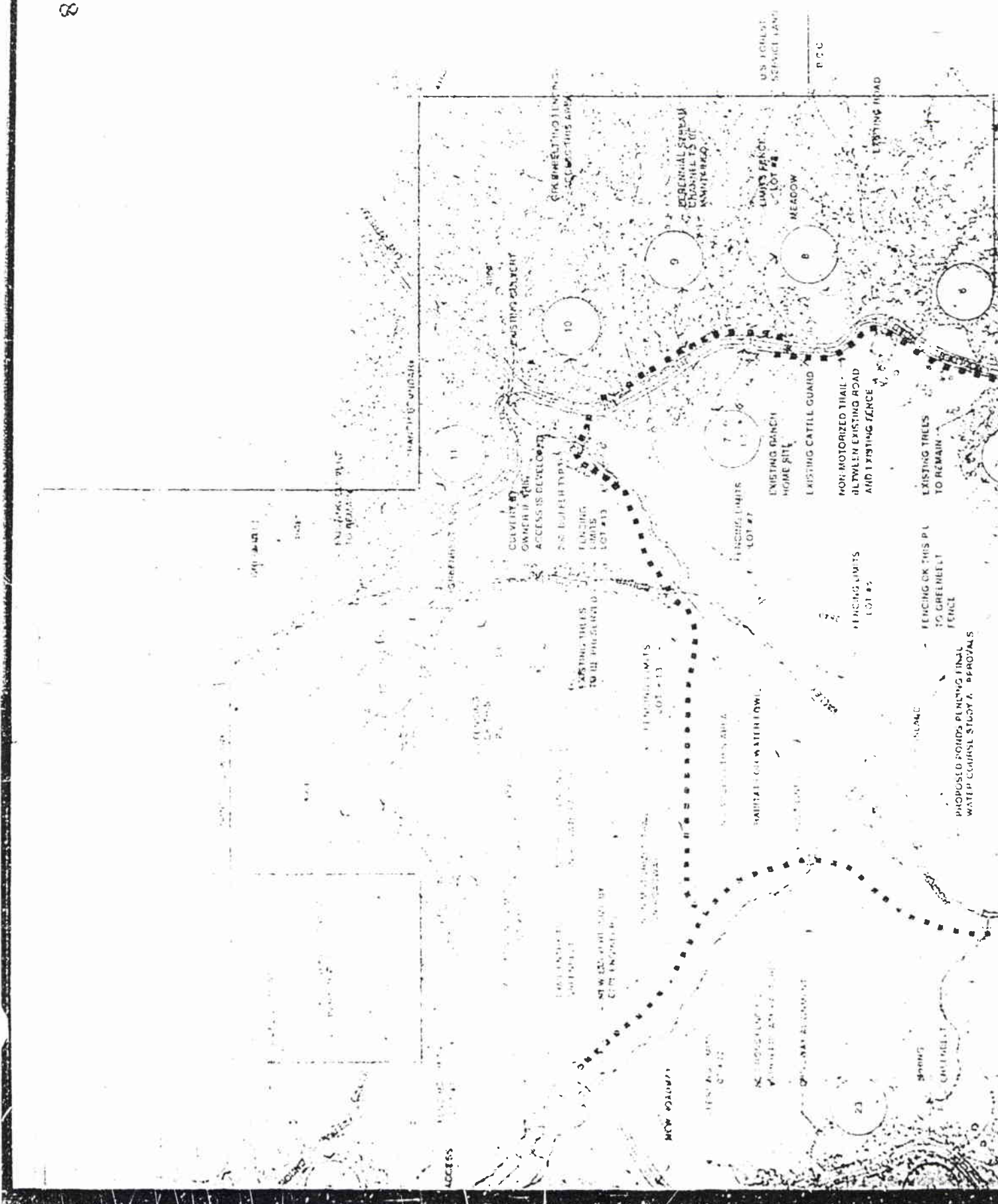
GALENA ENGINEERING, INC. CIVIL ENGINEERING LAND SURVEYING  
 KETCHUM, IDAHO  
 208-726-4729

NOVEMBER 25, 1992

EXISTING COUNTY ROAD

HIGGINS 25 MI

88768



PROPOSED POOLING PLANNING FINAL WATER COURSE STUDY 7 - APPROVALS

CC & HS will be responsible for the entire timber property, including architectural controls, as well as resource management guidelines.

THIS IS A CONCEPTUAL SITE PLAN. ALL COMPONENTS ARE SUBJECT TO CHANGE.

1. COMMERCIAL TIMBER REMOVAL AND CHAZING SHALL BE ALLOWED BY ANY LOT OWNER. TIMBER REMOVAL FOR SELECT VIEW CORRIDORS, DRIVEWAY ACCESS AND BUILDING ENVELOPES SHALL BE ALLOWED WITH APPROPRIATE D.R.C. APPROVALS BY CONFORMANCE WITH CC&H'S.

2. ALL STREAMS, RIVERS, CREEKS, SEEPS, SPRINGS AND ASSOCIATION CANALS MAKE UP THE RANCH'S WATERBODIES AND PROVIDE THE SOURCE TO WATER THE RANCH AND PROPERTY AS SUCH THEY WILL REMAIN UNDER THE DIRECT MANAGEMENT AUTHORITY OF THE RANCH ASSOCIATION.

3. SEE LIST OF RESTRICTIONS FOR ALL EASEMENTS.

4. THE ENTIRE RANCH PROPERTY CONSISTS OF 44 INDIVIDUAL LOTS. NO FURTHER LOT SPLITTING MAY OCCUR ON THE RANCH BY ANY OF THE 44 LOT OWNERS.

5. ALL UTILITIES SHALL BE PLACED UNDERGROUND.

6. TRAILS (NON-MOTORIZED) THROUGH GREENBELTS SHALL ONLY BE ALLOWED WHERE SHOWN ON PLAN GREENBELTS WITHOUT A TRAIL SYSTEM ARE DESIGNED FOR WILDLIFE AND STREAM CORRIDOR PROTECTION.

7. SEE ENGINEERING PLANS FOR ALL CULTIVAT SIZING AND ROADWAY DESIGN.

8. INDIVIDUAL LOT OWNERS MUST OBTAIN SOUTHWEST DISTRICT HEAT IN DEPARTMENT APPROVALS FOR WELLS AND SEPTIC SYSTEMS PRIOR TO CONSTRUCTION.

NEW RANCHWAY  
KODAK TRAIL

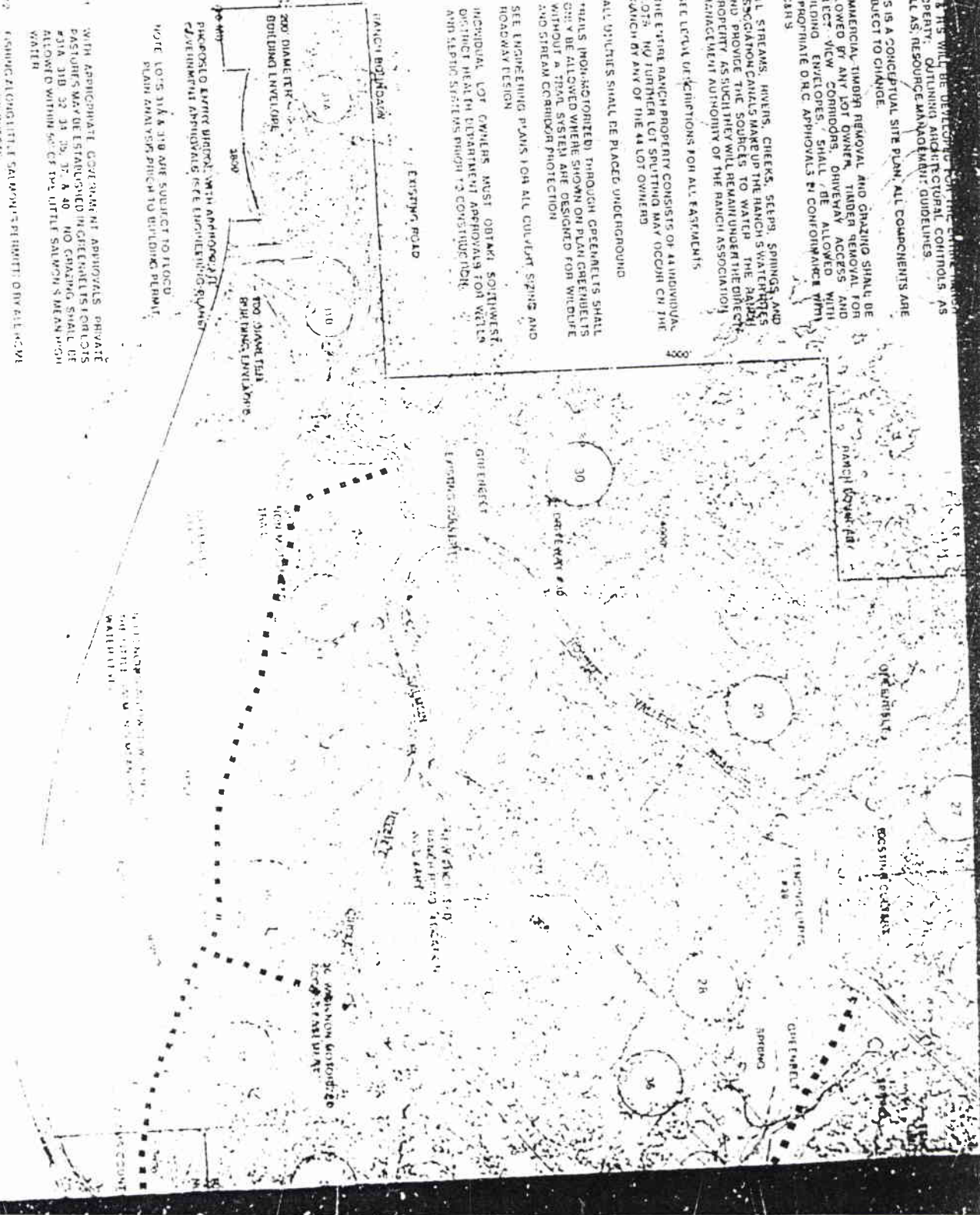
NOTE: LOTS 31A & 31B ARE SUBJECT TO FLOOD PLAIN ANALYSIS PRIOR TO BUILDING PERMIT.

11. WITH APPROPRIATE GOVERNMENT APPROVALS PRIVATE PASTURES MAY BE ESTABLISHED THROUGHOUT THE RANCH. LOTS 31B, 32, 33, 34, 37, & 40. NO CHAZING SHALL BE ALLOWED WITHIN 50' OF THE LITTLE SALMON'S MEADOWS WATERSHED.

12. ENGINEERING, ARCHITECTURAL, AND ELECTRICAL DRAWINGS AND PERMITS.

13. NO FARM ANIMALS SHALL BE KEPT ON ANY LOTS THAT ARE IN THE AGRICULTURAL ZONING DISTRICTS UNLESS PERMITTED BY THE ZONING ORDINANCES.

14. BECAUSE OF THE ENVIRONMENTAL SENSITIVITY OF THE AREA, THE RANCH SHALL BE NO DISTURBANCE OF EXISTING VEGETATION, AND CONSTRUCTION SHALL BE LIMITED TO THE NECESSARY MINIMUM. THE RANCH SHALL BE MAINTAINED IN A STATE OF NATURAL BEAUTY AND SHALL BE PROTECTED FROM DEVELOPMENT THAT IS INCONSISTENT WITH THE RANCH'S CHARACTER.





83304

INSTRUMENT NO. \_\_\_\_\_  
State of Idaho )  
County of Adams ) ss.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Gary & Linda McStay  
P. O. Box 307  
Bellevue, ID 83313

Filed for record at the request of  
Timberline Title & Escrow  
02 min. past 5 o'clock P.M.  
this 10 day of December 1992

MICHAEL FISK, RECORDER  
by Sarah Wilson  
Deputy

Fee \$ 9.00

(Space Above This Line For Recorder's Use)

**WARRANTY DEED**

ROBERT M. BRENNAN, a married man, ("Grantor"), of Post Office Box 1991, Sun Valley, Idaho, 83353, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto Gary McStay & Linda McStay, husband and wife, whose current address is P. O. Box 307, Bellevue, ID 83313 ("Grantee"), the premises situated in Adams County, Idaho, commonly referred to as Ranch No. 2 of Circle C Ranches at Round Valley and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto, if any.

SUBJECT TO:

1. Liens for taxes and assessments not yet due and payable;
2. Reservations and exceptions in any patents from the United States or any patent or deed from the State of Idaho;
3. Building and zoning ordinances and regulations;
4. Covenants, conditions, rights-of-way, easements, restrictions and other matters of record as disclosed by the records of Adams County, Idaho;
5. Any facts which an inspection or correct survey would disclose;
6. The said premises shall not be further subdivided; and

7. The said premises shall contain only one building envelope as that phrase is defined in the Declaration Of Covenants, Conditions And Restrictions for the Circle C Ranches at Round Valley.

TO HAVE AND TO HOLD, the said premises, and their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. Grantor, for himself and his heirs and assigns, does hereby covenant to and with the said Grantee, his heirs and assigns, that (1) the Grantor is the owner in fee simple of said premises; (2) Grantor has the right to convey the premises; (3) the premises are free from all liens and encumbrances except as above described; (4) Grantor warrants and will defend the quiet and peaceable possession of the premises by the Grantee, his heirs and assigns forever, against all lawful claims whatsoever.

DATED this 7 day of December, 1992.

Robert M. Brennan  
ROBERT M. BRENNAN

STATE OF Idaho )  
County of Blaine ) ss.

On this 7 day of December, 1992, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ROBERT M. BRENNAN, known to me or proved to me upon satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



eal\brennan.wat

WITNESSED my hand and official seal.  
Susan K. Rubel  
Notary Public for Idaho  
Residing at Hailey  
Commission expires 3-11-93

48804

EXHIBIT A

CIRCLE C RANCHES - RANCH NO. 2  
100-92-435

A parcel of land lying within Section 27, Township 21 North, Range 1 East, Boise Meridian, Adams County, Idaho, and being more particularly described as follows:

Commencing at the BLM brass cap marking the corner common to Sections 26, 27, 34 and 35;

Thence North 89 degrees 42'34" West 1323.87 feet to the 5/8" bar marking the East 1/16 corner common to said Sections 27 and 34;

Thence North 00 degrees 08'53" West 118.96 feet to the bar lying on the Northerly right-of-way of Smokey Boulder Road, a 50 foot right-of-way, which bar marks the REAL POINT OF BEGINNING;

Thence 419.49 feet along said right-of-way being a curve to the right with a radius of 675.00 feet, a central angle of 35 degrees 36'27" and a chord which bears North 52 degrees 03'03" West 412.77 feet to a bar;

Thence 124.00 feet along said right-of-way being a curve to the left with a radius of 375.00 feet, a central angle of 18 degrees 56'44" and a chord which bears North 43 degrees 48'11" West 123.43 feet to a bar;

Thence North 53 degrees 16'33" West 419.47 feet to a bar;  
Thence North 51 degrees 09'19" West 519.99 feet to a bar;

Thence 416.02 feet along said right-of-way being a curve to the left with a radius of 2125.00 feet, a central angle of 11 degrees 13'01" and a chord which bears North 56 degrees 45'49" West 415.36 feet to a bar;

Thence North 47 degrees 20'36" East 2030.65 feet to a bar marking the center East 1/16 corner of said Section 27;

Thence South 00 degrees 08'53" East 2523.06 feet to the REAL POINT OF BEGINNING.

EXCEPTING SMOKEY BOULDER ROAD RIGHT OF WAY.

**Circle C Ranch Homeowners Association**  
**Amendment No. 1 To Declaration of Covenants, Conditions and Restrictions for**  
**Circle C Ranches**

Whereas the President and the Secretary of the Association by their signatures below certify that the following amendments have been approved by vote of at least 3/4 of the Lot Owners, as required by Article 12 Section 12.02 b) of the CC&R's, the CC&R's are hereby amended:

**Article 4 Section 4.04**

The last sentence in Article 4 Section 4.04 was amended by the necessary vote of the membership at the 3/29/96 annual meeting as follows:

Instead of restricting the number of livestock to 1 per 5 acres it will read the number of livestock per acre is not to be defined by a specific number but by commonly accepted grazing practices for the area.

**Article 6 Section 6.04**

Section 6.04 was amended by the necessary vote of the membership at the 3/29/96 annual meeting as follows:

A majority vote of the Board of Directors is required to approve any action taken on behalf of the Association (the intent being that one Director can not bind the Association).

**Article 3 Section 3.18**

Section 3.18 was amended by the necessary vote of the membership at the 4/25/98 annual meeting as follows:

When and if the proposed exchange with the USFS relating to Lot 44 referenced on the Conceptual site plan is consummated, Lot 44 shall be admitted into the Association upon (1) payment to the association its proportionate share of Lot Owners' Equity to be determined by dividing Owners' Equity at that time by 43 (the number of lots prior to the admission of lot 44) and 2) relinquishing to the Association any easements relating to the road referred to as the USFS Edge Road.

[Signature]  
President  
[Signature]  
Secretary

Subscribed to before me this 28th day of August, 1998. Brookings, Oregon, Curry County.

[Signature] Notary Public

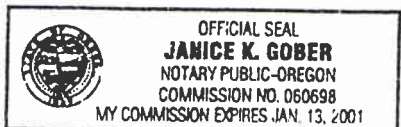
Subscribed to before me this 29th day of August 1998 Brookings, Oregon, Curry County.

[Signature] Notary Public

INSTRUMENT NO. 94650  
State of Idaho )  
County of Adams ) ss.

Filed for record at the request of  
Circle C Ranches  
25 min. past 1 o'clock P.M.  
this 8 day of Sept., 19 98  
MICHAEL FISK, RECORDER  
by [Signature]  
Deputy

Fee \$ 3.00  
Return to: Circle C Ranches  
Box 670  
Brookings, OR 97415



INSTRUMENT NO **98904**  
PAGE 1 OF 1

After Recording Return To:  
Sue Todd Schaffer  
P.O. Box 554  
New Meadows, ID 83654

Instrument # **98904**  
COUNCIL, ADAMS, IDAHO  
2000-10-30 01:33:38 No. of Pages: 1  
Recorded for : CIRCLE C RANCH HOMEOWNERS ASSOC  
MICHAEL FISK Fee: 3.00  
Ex-Officio Recorder Deputy *Leaggy P. Inbal*  
Index to COVENANTS

Circle C Ranch Homeowner's Association  
Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for  
Circle C Ranches

Whereas the President and Secretary of the Association by their signatures below certify that the following amendments have been approved by vote of at least ¾ of the Lot Owners, as required by Article 12 Sec. 12.02B of the CC&R's and are authorized by the CC&R's, the CC&R's are hereby amended:

**Article 4 Sec. 4.08**

The third paragraph of the section is amended to read:

"Any alteration of vegetation within seventy-five (75) feet of all watercourses, as measured from the mean high water mark, must have prior written approval of the Design Review Committee." The second sentence is stricken.

**Article 4 Sec. 4.21**

The following sentence is stricken:

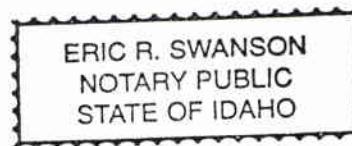
"No grass shall be mowed or otherwise disturbed within seventy-five (75) feet of the edge of any watercourse."

*[Signature]*

President

Subscribed to before me this 13 day of Oct., 2000

*[Signature]*  
Notary Public for Idaho



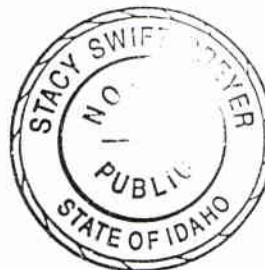
*[Signature]*

Secretary

Subscribed to before me this 3<sup>rd</sup> day of October, 2000

*[Signature]*  
Notary Public for Idaho

Comm ex 3-17-2005



After Recording Return To  
Sue Todd Schaffer  
P.O. Box 554  
New Meadows, ID 83654

100355  
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Instrument # 100355

COUNCIL, ADAMS, IDAHO  
2001-09-07 01:30:52 No. of Pages: 2  
Recorded for: CIRCLE C RANCH HOMEOWNERS  
MICHAEL FISK Fee: 6.00  
Ex-Officio Recorder Deputy  
Index to: COVETMENTS  
*Peggy Pinkal*

Circle C Ranch Homeowners Association  
Amendment No. 3 to Declaration of Covenants, Conditions and Restrictions for  
Circle C Ranches

WHEREAS the President and Secretary of the Association by their signatures below certify that the following amendments have been approved by vote of at least  $\frac{3}{4}$  of the Lot Owners, as required by Article 12, Sec. 12.02B of the CC&Rs and are authorized by the CC&Rs, the CC&Rs are hereby amended as follows:

**Note 13 of the Site Plan** is stricken and the following is substituted:

"13. Horses shall be allowed on all lots in fenced areas. Other farm animals shall be allowed in areas designated for cross fencing and in areas delineated for private pastures."

**Article 5, Sec. 5.02E**, the following replaces existing Sec. 5.02E:

"**E. Fences.** Any proposed changes in fencing must be approved by the DRC and Board. The existing tamarack fence shall be maintained in its existing condition and alignment unless approved by the DRC and Board. Private fencing by individual Lot owners must be in accordance with the Site Plan. Fencing on Lots shall be limited to: building envelopes, plus two (2) additional acres that need not be contiguous to the building envelope, located subject to the approval of the DRC and Board; the ranch boundary; and pasture areas approved and so designated for cross fencing on the Site Plan. Fencing shall occur within the Greenbelt unless necessary for stream protection as approved by the DRC and Board. Fencing of the ranch boundary may be barbwire if it is not visible from the Greenbelt area, from roads or from driveways and building envelopes, subject to approval by the DRC and Board. All other fencing shall be wood post and rail. Fences shall not exceed the heights specified in the Idaho Codes, Title 35, Ch. 1, Sec. 102." To the extent the Site Plan is inconsistent with this amended Sec. 5.02E it is modified.

**Article 10, Sec. 10.09**, the following replaces existing Sec. 10.09:

"**10.09 Variances.**

**A. Architectural Provisions.** The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Design Review Committee. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the

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particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances, the lot set-back lines or requirements imposed by any governmental or municipal authority.

**B. Other Provisions.** The Design Review Committee may grant variances so as to resolve conflicting policies and ambiguities in the provisions of this Declaration and the Site Plan."

[Signature]  
President

Subscribed to before me this 21<sup>st</sup> day of August, 2001

[Signature]  
Notary Public for Oregon



[Signature]  
Secretary

Subscribed to before me this 30<sup>th</sup> day of August, 2001

[Signature]  
Notary Public for Idaho  
My Commission Expires: 3/17/2005

