



# AmeriTitle

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[www.amerititle.com](http://www.amerititle.com)



# KING'S PINES ESTATES I

situate in  
E2 W2, and the W2 E2 of Section 1,  
T. 18 N., R. 2 E., BM.,  
Valley County, Idaho

KERR SURVEYING  
1994

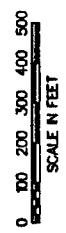
No building or shelter which will receive a water supply or a sewage disposal facility for people using the premises where such building or shelter is located shall be erected until written approval is first obtained from the State Board of Health, and such approval shall be based on the plans and specifications submitted for such water supply and sewage disposal or individual parcel water and/or sewage facilities.

This plat is subject to compliance with I.C. Section 31-3805. No irrigation water shall be supplied to any lot hereon.

This plat is subject to compliance with I.C. Section 50-53A. Lots will not be served by any water system common to (1) or more lots, but will be served by individual wells.

No lot shall be subdivided.

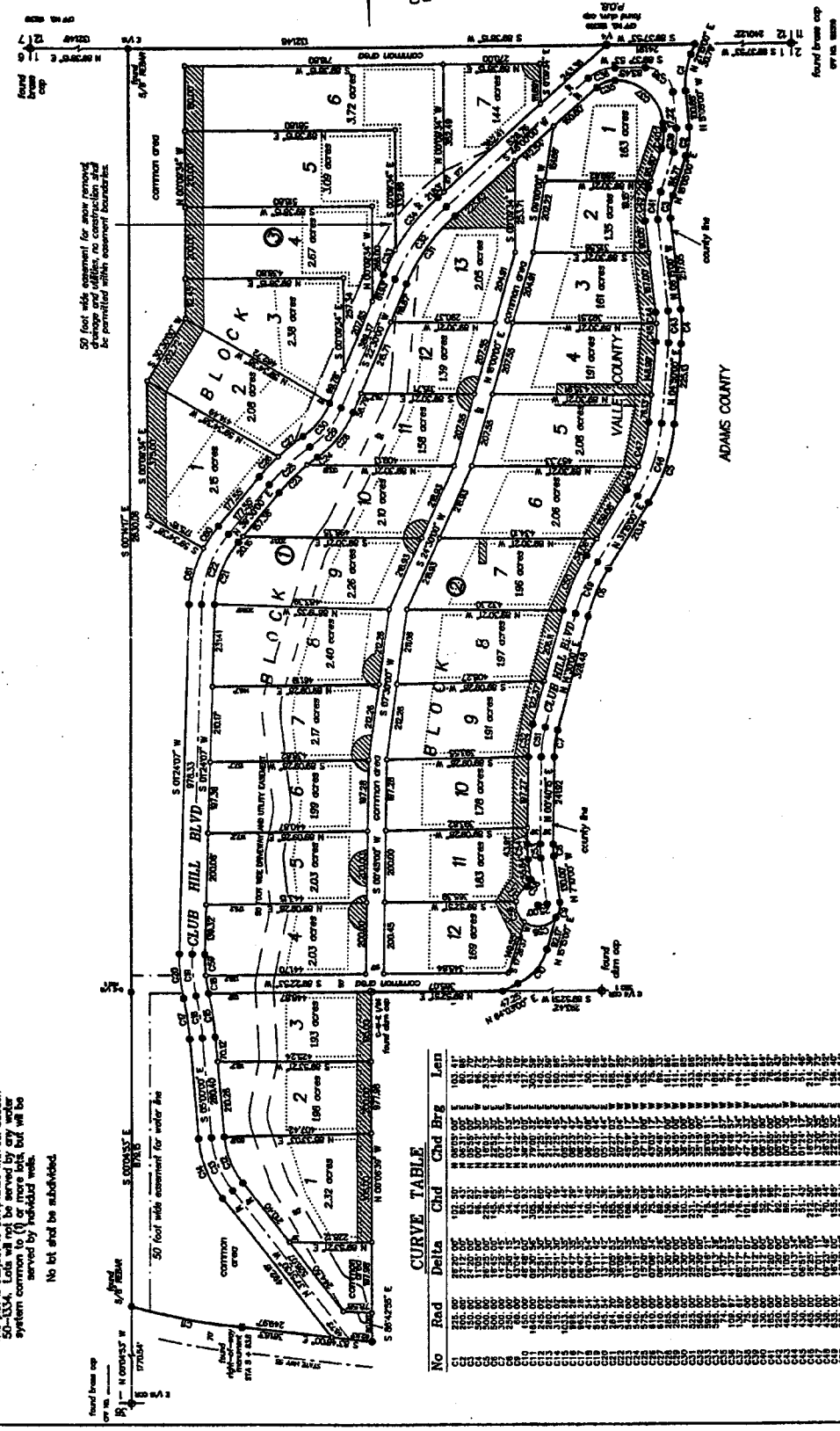
- REQUIRED WELL ZONE
- BUILDING ENVELOPE
- BEARINGS BASED ON STATE PLANE GRID
- SCALE 1" = 200 FT
- FOUND CAP AS NOTED
- SET 5/8" REBAR
- SET 1/2" REBAR



12 FT UTILITY EASEMENT  
ALONG ALL ROADS

FOR BUILDING SETBACKS SEE  
RESTRICTIVE COVENANTS  
MIN. SET SETBACKS = 20 FT.

SEE RESTRICTIVE  
COVENANTS FILED  
INST. NO. 207-450



CURVE TABLE

No	Rad	Delta	Chd	Brg	Len
01	100.00	90.00	100.00	0.00	100.00
02	100.00	90.00	100.00	0.00	100.00
03	100.00	90.00	100.00	0.00	100.00
04	100.00	90.00	100.00	0.00	100.00
05	100.00	90.00	100.00	0.00	100.00
06	100.00	90.00	100.00	0.00	100.00
07	100.00	90.00	100.00	0.00	100.00
08	100.00	90.00	100.00	0.00	100.00
09	100.00	90.00	100.00	0.00	100.00
10	100.00	90.00	100.00	0.00	100.00
11	100.00	90.00	100.00	0.00	100.00
12	100.00	90.00	100.00	0.00	100.00
13	100.00	90.00	100.00	0.00	100.00





# KING'S PINES ESTATES II

situate in  
Government Lot 2 and the SW4 NE4 of Section 1,  
T. 18 N., R. 2 E., B.M.,  
Valley County, Idaho

BOOK 7 PAGE 8  
OF PLATS  
INST. NO. 239501  
4-12-99  
8:27

**CURVE TABLE**

No	Rad	Delta	Chd	Chd Brg	Len
001	100.00	15.00	15.71	15.71	288.13
002	100.00	15.00	15.71	15.71	188.74
003	100.00	15.00	15.71	15.71	230.50
004	100.00	15.00	15.71	15.71	416.82
005	100.00	15.00	15.71	15.71	52.43
006	100.00	15.00	15.71	15.71	52.38
007	100.00	15.00	15.71	15.71	201.30
008	100.00	15.00	15.71	15.71	234.71
009	100.00	15.00	15.71	15.71	158.24
010	100.00	15.00	15.71	15.71	158.24
011	100.00	15.00	15.71	15.71	158.24
012	100.00	15.00	15.71	15.71	158.24
013	100.00	15.00	15.71	15.71	158.24
014	100.00	15.00	15.71	15.71	158.24
015	100.00	15.00	15.71	15.71	158.24
016	100.00	15.00	15.71	15.71	158.24
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024	100.00	15.00	15.71	15.71	158.24
025	100.00	15.00	15.71	15.71	158.24
026	100.00	15.00	15.71	15.71	158.24
027	100.00	15.00	15.71	15.71	158.24
028	100.00	15.00	15.71	15.71	158.24
029	100.00	15.00	15.71	15.71	158.24
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031	100.00	15.00	15.71	15.71	158.24
032	100.00	15.00	15.71	15.71	158.24
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034	100.00	15.00	15.71	15.71	158.24
035	100.00	15.00	15.71	15.71	158.24
036	100.00	15.00	15.71	15.71	158.24
037	100.00	15.00	15.71	15.71	158.24
038	100.00	15.00	15.71	15.71	158.24
039	100.00	15.00	15.71	15.71	158.24
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041	100.00	15.00	15.71	15.71	158.24
042	100.00	15.00	15.71	15.71	158.24
043	100.00	15.00	15.71	15.71	158.24
044	100.00	15.00	15.71	15.71	158.24
045	100.00	15.00	15.71	15.71	158.24
046	100.00	15.00	15.71	15.71	158.24
047	100.00	15.00	15.71	15.71	158.24
048	100.00	15.00	15.71	15.71	158.24
049	100.00	15.00	15.71	15.71	158.24
050	100.00	15.00	15.71	15.71	158.24

**LINE TABLE**

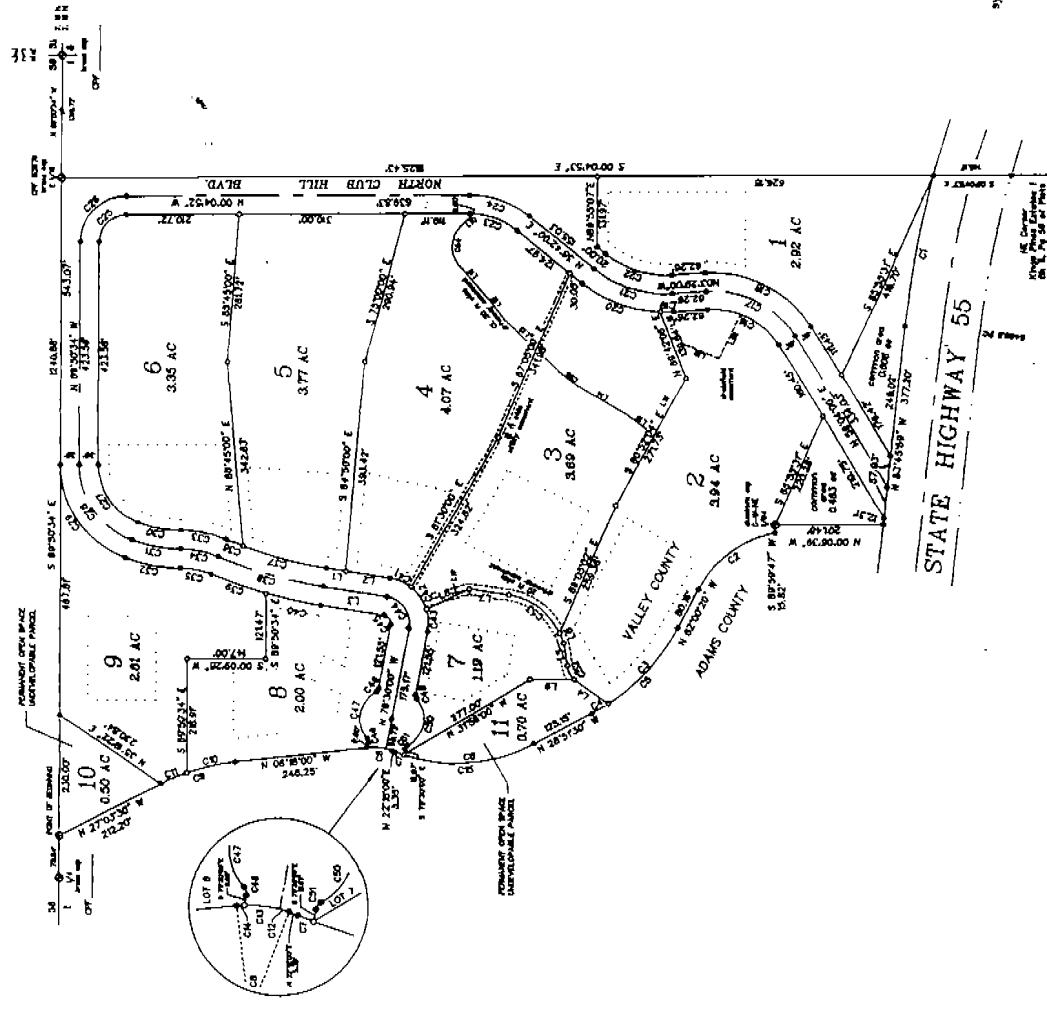
No	Brg	Len
001	15.71	288.13
002	15.71	188.74
003	15.71	230.50
004	15.71	416.82
005	15.71	52.43
006	15.71	52.38
007	15.71	201.30
008	15.71	234.71
009	15.71	158.24
010	15.71	158.24
011	15.71	158.24
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035	15.71	158.24
036	15.71	158.24
037	15.71	158.24
038	15.71	158.24
039	15.71	158.24
040	15.71	158.24
041	15.71	158.24
042	15.71	158.24
043	15.71	158.24
044	15.71	158.24
045	15.71	158.24
046	15.71	158.24
047	15.71	158.24
048	15.71	158.24
049	15.71	158.24
050	15.71	158.24

**HEALTH CERTIFICATE**

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 are in force. No owner, who constructs any building, driveway or other facilities for persons using such premises until sanitary restrictions are satisfied.

239501  
District Health Department, ERS

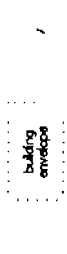
Date



0 75 150 225 300 375  
SCALE 1" = 150 FT  
BEARINGS BASED ON  
STATE PLANE GRID

**LEGEND**

- set 1/2" rebar w/ plastic cap
- set 5/8" rebar w/ plastic cap
- set aluminum cap
- found cap as noted



12 FT UTILITY EASEMENT  
ALONG ALL ROADS  
FOR BUILDING SETBACKS SEE  
RESTRICTIVE COVENANTS AND  
LOCAL ZONING ORDINANCE  
MIN SIDE SETBACKS = 20 FT.

SEE RESTRICTIVE  
COVENANTS FILED  
INST. NO.

KERR SURVEYING  
1998

No building or other which will require a water supply or a sewage disposal facility for people using the premises where such building or other structure is located shall be constructed until a fire, obtained from the State Board of Health, by its administrator or his delegate approving plans and specifications either for public water and/or sewage facilities or individual domestic water and/or sewage disposal facilities in accordance with I.C. Section 31-3803. No irrigation water shall be applied to any lot hereon.  
This plat is subject to compliance with I.C. Section 50-133A. Lots will not be served by any water system common to (1) or more lots, but will be served by individual wells.  
No lots shall be subdivided.

# KING'S PINES ESTATES II

BOOK PAGE  
OF PLATS  
NEXT NO.

## CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned are the owners of the several lots of land situated in Government Lot 2 and the SW 1/4 of the SE 1/4 of Section 16, Township 36N, Range 12E, Valley County, Idaho, more particularly described as follows:

Containing of 2 acres cap marking the 1/4 Corner Common to Section 16, Township 36N, Range 12E, Valley County, Idaho, known as the Louisa Anne Stone, Trance, S. 89° 50' 34" E, 78.84 feet, along the northerly boundary of said Section 1 to its intersection with the boundary between Adams and Valley County, Idaho, marked by an aluminum cap, the REAL POINT OF BEGINNING.

Thence, continuing S. 89° 50' 34" E, 1240.88 feet to a Section 16 and 31/4 the E 1/16 Corner common to said Section 16, Township 36N, Range 12E, Valley County, Idaho, known as the Louisa Anne Stone, Trance, S. 89° 50' 34" E, 78.84 feet, along the northerly boundary of said S 1/4 NE 1/4 and Government Lot 2 to its intersection with the boundary between Adams and Valley County, Idaho, marked by an aluminum cap, the REAL POINT OF BEGINNING.

Bearings based on State Plane Grid Azimuth. THE UNDERSIGNED HEREBY DECLARE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STATE OF IDAHO THAT THE ABOVE DESCRIBED PLATS AND PARCELS ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO AND THE USE OF THE PUBLIC UTILITY EASEMENTS REQUIRED TO SERVICE ALL LOTS AND PARCELS WITHIN THIS PLATTING IS PERPETUALLY RESERVED.

THE OWNERS HEREBY CERTIFY THAT THE INDIVIDUAL LOTS SHOWN IN THE PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE (1) OR MORE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS. THE OWNERS FURTHER CERTIFY THAT THEY WILL COMPLY WITH DAHO CODE 31-3805 CONCERNING AIRBORNE NOISES AND DISCLOSEURE.

THAT THE UNDERSIGNED HEREBY DECLARE THEIR INTENT TO INCLUDE THE ABOVE DESCRIBED TRACT IN THE PLAT OF KING'S PINES ESTATES II

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
WILLIAM J. STONE LOUISA ANNE STONE

STATE OF IDAHO } S.S.  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED WILLIAM J. STONE AND LOUISA ANNE STONE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY WITNESS WHEREOF, I HAVE HEREBY SET MY HAND AND AFFIRMED MY OFFICIAL SEAL THE DAY AND YEAR IN THE FOREGOING FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IDAHO

## CERTIFICATE OF SURVEYOR

JOEL W. DRELLARD DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF SURVEYOR IS ACCURATE AND CORRECTLY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



JOEL W. DRELLARD  
5337

## APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY PRECAUTIONS FOR THE PLATTING ARE HEREBY RELINQUISHED ACCORDING TO THE LETTERS TO BE READ ON FILE WITH THE COUNTY RECORDER LISTING THE CONDITIONS OF APPROVAL.

INSTRUMENT NO. \_\_\_\_\_

HEALTH OFFICER \_\_\_\_\_

## APPROVAL OF THE COUNTY SURVEYOR

LESLIE J. HANSEN AM I HEREBY CERTIFY FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

VALLEY COUNTY SURVEYOR \_\_\_\_\_

## APPROVAL OF THE COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BY THE VALLEY COUNTY COMMISSIONERS

CHAMAN \_\_\_\_\_

## CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, HEREBY CERTIFY THAT THE REQUIREMENTS OF I.C. 50-1306, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY VALUED IN THIS INSTRUMENT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE \_\_\_\_\_

COUNTY TREASURER \_\_\_\_\_

## CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NUMBER \_\_\_\_\_  
STATE OF IDAHO } S.S.  
COUNTY OF VALLEY }  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M. ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, AND DULY RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_

DEPUTY \_\_\_\_\_

EX-OFFICIO RECORDER \_\_\_\_\_

## APPROVAL OF THE CITY OF McCALL AREA OF IMPACT PLANNING AND ZONING COMMISSION

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BY THE CITY OF McCALL AREA OF IMPACT PLANNING AND ZONING COMMISSION.

CHAMAN \_\_\_\_\_

## APPROVAL OF THE McCALL CITY COUNCIL

ACCEPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_, BY THE McCALL CITY COUNCIL.

CHAMAN \_\_\_\_\_





**Instrument # 262980**  
 VALLEY COUNTY, CASCADE, IDAHO  
 2002-06-17 02:15:44 No. of Pages: 1  
 Recorded for: SECESH ENG  
 LELAND G. HEINRICH Fee: 3.00  
 Ex-Officio Recorder Deputy  
 Index to: MISCELLANEOUS RECORD

VALLEY COUNTY DEPT. P.O. BOX 1448 MCCALL, ID 83638 • (208) 634-7194

To prevent and treat disease and disability; to promote healthy lifestyles; and to protect and promote the health and quality of our environment.  
 June 5, 2002

Valley County Recorders Office  
 Valley County Courthouse  
 PO Box 758  
 Cascade, ID 83611

Re: King's Pines Estates Subdivision #1, Removal of Sanitary Restrictions based on Public Water Supply

The original sanitary restrictions were lifted for this subdivision on October 13, 1994, based on individual or shared wells. The Department of Environmental Quality has approved a public water system for this subdivision and recommended lifting sanitary restrictions by a letter dated May 1, 2002. Some lots have existing individual or shared wells (Block 1: Lots 3 and 6; Block 2: Lots 3, 9, 10 and 11; Block 3: Lots 2,4, and 7). These lots may connect to the central water system if proper back flow devices are installed on each service line. All remaining lots must connect to the central water system and the corresponding well area reserved for those lots is hereby abandoned.

I, Jeffrey Lappin, a registered Environmental Health Specialist in the State of Idaho, and authorized to represent the Central District Health Department, believe that the above plans are consistent with current public health laws, regulations and/or standards.

Our department is approving plans we have received and, stipulating that the plans be met, consider the sanitary restriction **SATISFIED** for the subdivision.

Signature Jeffrey Lappin Date 6/5/02

**ACKNOWLEDGEMENT**

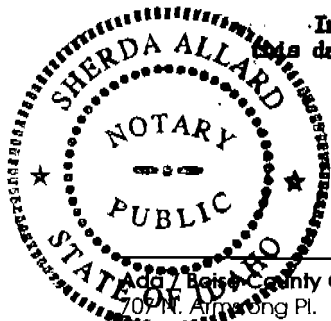
STATE OF IDAHO )  
 ) ss.  
 COUNTY OF Valley )

On this 5th day of June, 2002, before me, the undersigned Notary Public in and for said state, personally appeared Jeffrey Lappin known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Sherda Allard  
 Notary Public for the State of Idaho,  
 Residing at McCall, Idaho.

Serving Valley, Elmore, Boise, and Ada Counties



Ada-Boise County Office  
 707 N. Ardening Pl.  
 Boise, ID 83704  
 Enviro. Health: 327-7499  
 Family Planning: 327-7400  
 Immunizations: 327-7450  
 Senior Nutrition: 327-7460  
 WIC: 327-7488  
 FAX: 327-8500

Ada-WIC Satellite Office  
 1606 Roberts  
 Boise, ID 83705  
 Ph. 334-3355  
 FAX: 334-3355

Elmore County Office  
 520 E. 8th Street N.  
 Mountain Home, ID 83647  
 Enviro. Health: 587-3521  
 Family Health: 587-4407  
 WIC: 587-4409  
 FAX: 587-3521

Valley County Office  
 703 N. 1st Street  
 P.O. Box 1448  
 McCall, ID. 83638  
 Ph. 634-7194  
 FAX: 634-2174







VARIANCE TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
KING'S PINES ESTATES I  
LOT 6, BLOCK 1

THIS VARIANCE is approved by the Architectural Committee as of the 10th day of September, 1998, to that certain PROPERTY more particularly described as follows: LOT 6, BLOCK 1, KING'S PINES ESTATES I, Valley County, Idaho.

THIS VARIANCE is authorized under Section 9 of ARTICLE VIII, ARCHITECTURAL CONTROL, of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KING'S PINES ESTATES 1, recorded October 24, 1994 as Instrument No. 207650, records of Valley County, Idaho.

THIS VARIANCE was requested to save the large trees to the south side of the proposed home for a more aesthetic and environmentally sound design.

THIS VARIANCE is to allow a change in the setback on the North side of the home from 20 feet to a 14 foot setback. All other setbacks shall remain the same.

KING'S PINES ESTATES I  
HOMEOWNERS' ASSOCIATION, INC.  
ARCHITECTURAL COMMITTEE

By: Frank E. Brown  
Frank E. Brown

By: Judy A. Brown  
Judy A. Brown

By: Warren H. Brown  
Warren H. Brown

By: Harold S. Wiking  
Harold S. Wiking

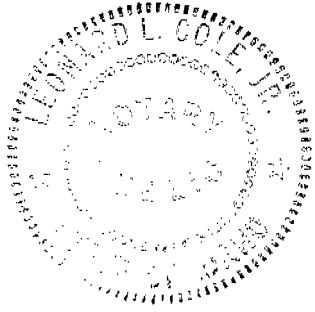
1998 SEP 14 PM 12 51  
MOUNTAIN TITLE & ESCROW  
REQUESTED BY \_\_\_\_\_  
RECORDED  
TYPE: MISC  
VALLEY COUNTY RECORDER  
235174

2.

STATE OF IDAHO )  
 ) ss.  
County of Valley )

On this 11 day of Sept, 1998, before me, Leonard L. Cole Jr, a Notary Public in and for said State, personally appeared Frank E. Brown, Judy A. Brown, Warren H. Brown, and Harold S. Wiking, known or identified to me to be the members of the Architectural Committee of the KING' S PINES ESTATES I HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, who executed the instrument on behalf of said corporation, and acknowledged to me that they executed the same.

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



Leonard L. Cole Jr  
Notary Public for Idaho  
Residing at CAECADE  
My commission expires 1-13-99



ACCOMMODATION

CORRECTED  
AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
KING'S PINES ESTATES I

THIS AMENDMENT is made as of the 10th day of November, 1995, to that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF KING'S PINES ESTATES I, recorded October 24, 1994 as Instrument No. 207650, records of Valley County, Idaho (the "Declaration").

1. The term "PROPERTIES" shall mean and refer to that certain real property in Valley County, State of Idaho, more particularly described as follows:

KING'S PINES ESTATES I, according to the official plat thereof, recorded in Book 8 of Plats at Page 59, as Instrument No. 207648, recorded on the 24th day of October, 1994, records of Valley County, Idaho.

2. Section B, Animals, of Article VI, Property Use Restrictions, of the Declaration is amended to read in its entirety as follows:

B. Animals: No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the Properties. This paragraph is not intended to prohibit the keeping of domesticated dogs, domesticated cats, or other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the Board of Directors of the Association, in its reasonable judgment, and which are kept in compliance with the laws and ordinances of the City of McCall. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog upon the Properties shall be subject to all "leash laws" of the City of McCall when such animal is off the Lot of its Owner. No horses shall be maintained upon the Properties. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No animals whose habits or odors are deemed by the Architectural Control Committee to be a nuisance or offensive shall be permitted to be kept or maintained on any Lot. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control

Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.

3. Except as amended by this Amendment, the terms and conditions set forth in the Declaration shall remain in full force and effect.

The undersigned (i) certify and attest that the foregoing Amendment has been approved by members entitled to cast not less than sixty-six and two-thirds percent (66 2/3%) of the votes of membership, and (ii) execute this Amendment effective on the date set forth above.

KING'S PINES ESTATES I  
HOMEOWNERS' ASSOCIATION, INC.

By: Frank E. Brown  
Frank E. Brown, President

By: Judy A. Brown  
Judy A. Brown, Secretary

215313

LEON HERRICH  
VALLEY COUNTY RECORDER  
BY: Judy A. Brown  
FEE: 6.00  
'95 DEC 15 AM 10 19  
MOUNTAIN TITLE & ESCROW  
RECORDED

STATE OF IDAHO )  
County of Valley ) ss.

On this 14 day of Dec, 1995, before me, Leonard L. Gale Jr, a Notary Public in and for said State, personally appeared FRANK E. BROWN and JUDY A. BROWN, known or identified to me to be the President and Secretary, respectively, of KING'S PINES ESTATES I HOMEOWNERS' ASSOCIATION, INC., an Idaho non-profit corporation, the corporation that executed the within instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Leonard L. Gale Jr  
Notary Public for Idaho  
Residing at Cascade  
My commission expires 1-13-99



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KING'S PINES ESTATES I

\* \* \* \* \*

THIS DECLARATION is made on the date hereinafter set forth by KING'S PINES ESTATES, INC., an Idaho Corporation, hereafter referred to as "Declarant".

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain real property in Valley County, State of Idaho, hereinafter referred to as "the properties", more particularly described as follows:

KING'S PINES ESTATES I, according to the official plat thereof, recorded in \_\_\_\_\_ of Plats at Pages \_\_\_\_ and \_\_\_\_, as Instrument No. \_\_\_\_\_, recorded on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_, records of Valley County, Idaho; and

WHEREAS, Declarant desires to subject the above described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent Owners as hereinafter specified, and will convey the properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall \_\_\_\_\_ and refer to the King's Pines Estates I Homeowners' Associ \_\_\_\_\_ Inc., a non-profit



corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 4. "Common Area" shall mean that area designated as Common Area on the plat.

Section 5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall mean and refer to KING'S PINES ESTATES, INC., an Idaho Corporation, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Recorder of Valley County, State of Idaho.

Section 8. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 9. "BUILDING SITE" shall mean that area designated as the Building Envelope on the plat, and within which all dwelling units must be constructed.

Section 10. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 11. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 12. "PLAT" shall mean a final subdivision plat covering any real property in King's Pines Estates I, as recorded in the office of the county recorder, Valley County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 13. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage, as Mortgage is defined in Section 11.

Section 14. "FIRST MORTGAGEE" shall mean any Mortgagee, as defined in Section 13, possessing a lien on any Dwelling Unit first and prior to any other Mortgage, as that term is defined in Section 11.

Section 15. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

#### ARTICLE II: HOMEOWNERS' ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being

sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant who shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On the expiration of ten (10) years from the date on which the first Lot is sold to an Owner, whichever occurs first.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

- 1. Regular annual or other regular periodic assessments or charges; and
- 2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

B. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in said property and related to the operation, improvement, operation, repair and maintenance of the Common Area and improvements thereon, and the costs thereof.

- C. Initiation Assessment: Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initiation assessment in the amount of \$200.00.
- D. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.
- E. Notice and Quorum for Any Action Authorized Under Section D: Written notice of any meeting called for the purpose of taking any action authorized under Section D above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast forty percent (40%) of all the votes of each class of membership 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- F. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots and may be collected on a monthly basis.
- G. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board

of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

- H. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- I. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- J. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:
1. All property expressly dedicated to and accepted by a local public authority;
  2. All properties owned by the Declarant or an Association;
  3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first;

ARTICLE III. DOMESTIC WATER

Declarant is under no obligation to deliver domestic water or furnish rights of way in connection with the delivery of domestic water to any Lot in the subdivision. Each Owner is required to provide such domestic water by the drilling and installation of a domestic water well on the Lot owned, or have a well sharing agreement for a well(s) providing water to more than one Lot. Each such domestic water well shall be located a minimum distance of one hundred feet from the private sewerage disposal facilities which is required to be installed on each Lot by the Owner and shall otherwise comply in all respects with the regulations and health standards of any governmental entity having jurisdiction thereof. In the event that a community or city water system is installed in the subdivision, dwelling units constructed after the installation and operation of the aforementioned system must hook up to that system. To the extent that it is practical and feasible, individual wells servicing lot(s) shall be located as near as practical and reasonable to access roads servicing the individual lots on which the well is located. Each well site shall be subject to the prior approval of the Central District Health Department and Department of Water Resources.

ARTICLE IV. EASEMENTS

Section 1. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including, but not limited to, structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 1.

Section 2. Easements of Access for Owners of Lots 1 through 12 in Block 1. All Owners of Lots 1 through 12 in Block 1 will have a perpetual and indefeasible easement for access, ingress and egress over the private drive identified on the Plat which private drive runs across Lots 1 through 13 in Block 1. This

easement shall run with the land. Such easements may be used by Declarant, and by all Owners of Lots 1 through 13 in Block 1, their guests, tenants and invitees, residing on or temporarily visiting those Lots, for access to such Lots. The City of McCall has agreed that the North 200 feet and the North Entrance to this easement shall be used in the Summer only and will not be required to be snow plowed in the Winter. For emergency vehicle access from the South end, this easement shall be snow plowed to a width of twenty feet (20') and posted with no parking signs. In the event of the failure of the owners to comply timely with this requirement, the City may clear snow and tow parked vehicles either with its own crews and equipment, or with specifically hired crews and equipment and, and in the event either or both of such City actions, the owners of Lots 1 through 12 in Block 1 shall be liable to the City in the amount of the cost to the City of the doing of the work, plus a civil penalty of the greater of \$1000.00, or the amount of the cost to the City of the doing of the work. The owners of lots 1 through 12 shall each be responsible for eight and one-third percent (8-1/3%) of the maintenance cost including the cost of snow removal, of the private drive, which costs shall be deemed assessments, and be subject to lien and collection in accordance with the provisions of Article II, Section 3(A).

Easement for snow removal on Lots 2 through 7 of Block 3. Lots 2 through 7 of Block 3 are subject to a fifty foot (50') easement running from the right-of-way of Club Hill Blvd. across the frontage of those lots fifty feet (50') in width. The easement hereby reserved is for the purpose of snow removal and locating snow removed from Club Hill Blvd. onto the aforementioned easement. No parking shall be allowed on Club Hill Blvd. adjacent to the aforementioned easement in order to avoid any interference with the plowing of snow and locating the plowed snow on said easement.

Section 3. Drainage and Utility 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 Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, and the Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities and easements that are set forth on the Plat, or as may be required for the development of the Property. In addition, Declarant hereby reserves for the benefit of any Association the right to grant additional easements and rights-of-way over the

Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property to a purchaser.

Section 4. Improvement of Drainage and Utility Easement Areas. The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose. Central District Health Department has been given information concerning the disposal of water generated from interceptor drains located in the subdivision. Construction of drains on Lots or Lot lines shall conform to the drainage plan submitted to the Central District Health Department.

Section 5. Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following: Further, notwithstanding anything contained to the contrary herein or set forth in restrictions on the property, Owners of Lots may contract with other Owners for cross easements and for transfer and use of water rights in compliance with applicable laws.

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

5.2 Connections Servicing More Than One Lot. Whenever utility connections including jointly owned or shared water systems are installed within the Property, which connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

Section 6. Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the



Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Limited Assessments.

Section 7. General Easement for Maintenance of Fences and Landscape. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Lots, for the purpose of installing, maintaining, replacing and restoring any Association owned or controlled fences, exterior landscaping, and natural vegetation and habitat. Such activity shall include, by way of illustration and not of limitation, fence maintenance, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

ARTICLE V: MAINTENANCE RESPONSIBILITY

The Association shall provide maintenance to and be responsible for the Common Area and improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit, outbuildings, and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit, except the fence which may be constructed in the Common Area, the maintenance of which shall be performed by the Association. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction, subject to reasonable delays caused by inclement weather. If the Owner fails to maintain its property as required herein, the Association may, upon thirty (30) days prior written notice to the Owner of such property, have the right to correct such condition, and to enter upon the Owner's building lot for the purpose of doing so, and Owner shall promptly reimburse the Association for the costs thereof. Such costs shall be a limited assessment and shall create a lien enforceable on the same manner as other assessments as set

forth herein. The Owner of the offending property shall be personally liable, and such Owner's 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 and collect any amounts due. Each 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 Association, be added to the amounts payable by such Owner as regular assessments.

ARTICLE VI: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- A. Lot Use: All Lots shall be used for single family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes except for such business purposes as shall be conducted and maintained solely within a residential Dwelling Unit; provided that no signs relating to said business activities shall be displayed where visible from any public or private road within the subdivision; and further provided that such business purposes shall not generate more than an average of three customer visits in non-commercial vehicles per day calculated over a five day work week; and further provided that such business purposes shall not cause or result in the parking of vehicles on any public or private road within the subdivision; and further provided that such business does not employ more than one person not living within the Dwelling Unit constructed on the said Lot. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office.
- B. Animals: No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the property. This paragraph is not intended to prohibit the keeping of up to two domesticated dogs, two domesticated cats, or other household pets which do not unreasonably bother or constitute a nuisance to other as determined by a board of the Association, in its reasonable judgment, and are kept in compliance with the laws and ordinances of the City of McCall. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs

shall be considered a nuisance. Each dog in the subdivision shall be subject to all "leash laws" of the City of McCall when such animal is off the premises of its owner. No horses shall be maintained within the subdivision. Any Owner may keep and maintain a maximum total number of animals of any kind or species equal to the number of acres contained within his Lot, rounded down to a whole number. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No animals whose habits or odors are deemed by the Architectural Control Committee to be a nuisance or offensive shall be permitted to be kept or maintained on any Lot. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.

- C. Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition.
- D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed energy production devices, antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

- E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- F. Antennas: Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Lot. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support. Any satellite dish shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Committee.
- G. Trailers and Motor Vehicles: No boats, trailers, campers, motorhomes, commercial cars, trucks or vans, buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, all terrain vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not

display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided.

- H. Commercial Machinery and Equipment: No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.
- I. Snowmobiles, ATVs, Motor Cycles, Etc: Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment") may not be operated on any common area. If operated on the public right-of-ways within the Subdivision, the operation thereof shall comply in all respects with all applicable laws and regulations and, in addition, shall not be operated at any time at a speed exceeding 15 miles an hour. All recreational use of the Recreational Equipment is intended to occur outside the Subdivision, and the Subdivision public right-of-ways may be used only for access to areas outside the Subdivision in compliance with all applicable laws.
- J. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, any applicable Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit or any portion of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Leases of all or part of a Lot for agricultural purposes may be permitted so long as the agricultural use undertaken on that Lot does not conflict or interfere with the residential character of the subdivision. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

- K. Sewer Restrictions: All sewage disposal for each Lot shall be in a private sub-surface sewage disposal system consisting of a septic tank and drainfield which shall be designed, constructed and installed on each Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. The Declarant shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located. All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building. Specifications for the septic system servicing each Lot have been formalized and submitted to the Central District Health Department. All septic systems shall conform to the specifications on file with the Central District Health Department. All septic systems shall be pressurized, and shall be pumped and maintained according to specification, regulations and requirements of the Central District Health Department.
- L. Landscaping: In order to ensure and protect the natural environment in the Subdivision, all natural surfaces disturbed by construction shall be returned promptly to their natural condition and planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens and lawns.
- M. Fences: No fence of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to construction or installation. No fence or hedge located on a Lot shall have a height greater than six feet above the surface of the ground upon which it is located. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all Lots. All fences shall be constructed in a substantial manner and shall be maintained at all times in good repair. It is the intent of the Declarant that the Architectural Control Committee shall have the authority to regulate all fences within the subdivision to the end that the location, type and size of each fence and the materials used therein shall, to the extent reasonably possible, present a reasonably coordinated appearance and be appropriate in a rural atmosphere. In no event, however, shall a barbed wire fence be permitted or constructed within the subdivision. Nothing herein contained shall be construed to require

the construction of any fences, nor shall any Lot owner have the right of contribution from any other Lot owner for the construction of a fence along a common boundary line.

- N. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot. Nothing herein contained shall be construed to prohibit the drilling and use of a water well on a Lot.
- O. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat sign of not more than six (6) square feet on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Control Committee prior to installation.
- P. Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a 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. The provision of this section shall not apply to the division of any Lot between adjoining Lots.
- Q. Discharge of Firearms: The discharge of firearms within the subdivision for recreational purposes is prohibited.
- R. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit.
- S. Mail and Newspaper Boxes: No mail or newspaper boxes shall be placed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Architectural Control Committee prior to

installation, it being the intent of the Declarant that all mail and newspaper boxes shall be of consistent design, material and coloration and shall be located adjacent to the access point for each Lot.

ARTICLE VII. BUILDING RESTRICTIONS

Section 1. Minimum Area: No building intended for use in a single family residence shall be erected, altered, placed or permitted to remain on any Lot which contains less than 1,600 square feet of living area; provided, however, that if the building intended for use as a single family residence contains more than one story, the minimum square footage of the first floor shall be no less than 1,200 square feet. The square footage of living area shall be based on the exterior dimensions of the Unit, exclusive of basement, porches, patios and garages. No building or other structure shall be allowed within the subdivision which has more than two stories, unless the same is approved in writing by the Architectural Control Committee. In no event shall a manufactured or relocated home be erected, placed or permitted to remain on any Lot. Side yard setbacks shall be a minimum of twenty (20) feet.

Section 2. Setback: Subject to the right of the Architectural Control Committee to approve the site plan for any building to be constructed upon a Lot, (a) any building intended for use as a single family residence shall be constructed entirely within the building envelope. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the subdivision require setbacks different than those provided herein, the more restrictive shall control.

Section 3. Obligation to Complete Construction: Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire exterior of the dwelling within twelve months, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the date of commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly.

Section 4. Construction Requirements: Each Dwelling Unit may have wood siding (redwood, cedar or spruce which may be stained or painted) or a combination of wood, stone, manufactured or synthetic stone, stucco, masonry or masonite true lap siding with ten inch or less lap. All roofs shall be comprised of wood



shake shingles, architectural asphalt shingles, metal (as may be approved by the Architectural Control Committee) or tile so long as the tiled roof has a minimum 6/12 pitch. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Control Committee. All windows shall be of the anodized type or better (no raw aluminum frames).

Section 5. Utilities: The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required. Utility meters, heat pumps, and the ancillary exterior equipment, shall be placed in an unobtrusive location where possible. Each Owner shall be responsible to pay for any extension of electrical service or facilities for the placement of a meter or a transformer beyond that provided for such Lot, and any credits or monies received by such Owner by Idaho Power Company offsetting any costs of such extension which would otherwise have been rebated directly by Idaho Power Company to the Declarant shall be promptly paid by such Owner to the Declarant.

Section 6. Driveway and Driveway Culvert: Each Owner shall install a hard surface (e.g. asphalt, concrete, or compacted 3/4 inch minus gravel six inches thick and finished with a dust abatement surface) driveway from the edge of the public right of way to the Dwelling Unit or garage on the Lot in a location approved by the Architectural Control Committee, and shall install and maintain in the borrow ditch adjacent to the public right of way at the driveway approach a 16 gauge corrugated steel culvert having a minimum diameter of twelve inches. No driveway or parking area shall be permitted which creates a dust nuisance.

Section 7. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

- A. All debris shall be removed from the Lot prior to each weekend;
- B. No materials shall be placed or kept on any adjoining Lots;
- C. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private streets;
- D. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;

- E. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
- F. Each Owner shall be responsible to repair any damage which may occur during the construction period to any road, mailbox, utility facility or other on-site or off-site improvement caused by the Owner or Owner's agents.

Section 8. General Restrictions Applicable to Common Areas and Common Facilities:

1. The Common Areas and Common Facilities shall be under the ownership and control of the Declarant until the Declarant creates and deeds over the said Common Areas and Common Facilities. The Declarant retains the right to create and deed over Common Areas and Common Facilities and easements thereon as it deems appropriate, but the Declarant must deed all Common Areas and Common Facilities to the Association as of the date Declarant owns not more than two (2) Lots collectively then within the Subdivision.

2. Subject to Association rules, the following person shall have the exclusive right to use the Common Areas and Common Facilities:

- (a) Members of the Association (Owners), their immediate families, guests and tenants of such members;
- (b) Declarant, its invitees, guests, Declarants, employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the development and/or sale or property within the Subdivision;
- (c) Such other persons or entities as the Association shall from time to time grant the right of use.

3. The use of the Common Areas and Common Facilities shall at all times be subject to rules, regulations and user charges, if any, prescribed by Declarant from time to time (prior to the deeding of such Common Areas and Common Facilities to the Association) and thereafter as prescribed by the Association. The ski trails, walking trails, and mountain bike trails in the common areas on the plat, shall at no time be utilized or occupied by recreational equipment. The use of the aforementioned trails by recreational equipment is strictly prohibited.

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

5. Only the Declarant (prior to title of the Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation, or other work which in any way alters any Common Area or Common Facility.

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

7. There shall be no camping in any Common Area.

#### ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Creation. Within thirty (30) days of the date on which the Declarant first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the King's Pine Estates I Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

Section 2. Declarant's Right of Appointment. At any time, and from time to time prior to ten (10) years after the recording date of this Declaration in which Declarant is a Class B Member, Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Declarant or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

Section 3. Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, 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 Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

Section 3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to an Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

Section 3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee,

fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Lots located adjacent to public and/or private open space.

Section 3.3 Detailed Plans. The Architectural Committee 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 descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

Section 3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article VIII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within twenty (20) days after the date of filing said materials with the Architectural Committee.

Section 4. Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

Section 5. No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent

of the Architectural Committee, 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.

Section 6. Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

Section 7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

Section 7.1 Notice of Completion. Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the Architectural Committee.

Section 7.2 Architectural Committee Inspection: Non-Compliance. Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular non-compliance, and shall require the Owner to remedy the same.

Section 7.3 Failure to Remedy any Non-Compliance. If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such non-compliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance, 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 a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

Section 7.4 Failure to Provide Notice of Non-Compliance Constitutes Approval. If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within thirty (30) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

Section 8. Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, 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.

Section 9. Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or improvements, including without limitation manicured lawns, in the Common Area. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the County Recorder of Valley County. If such variances are granted, no violation of the covenants, conditions or 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 a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision 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 such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

**ARTICLE IX: INSURANCE AND BOND**

**Section 1. Types of Insurance:** The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

The Association may secure and maintain at all times the following insurance and bond coverage:

- A. A multi-peril-type policy covering any Association owned property providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the Association owned facilities. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.
- C. The Association may obtain liability insurance affording coverage for the acts, errors and omissions of its



directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of the Association in such amount as may be reasonable in the premises.

D. The following additional provisions shall apply with respect to insurance:

1. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their Mortgages.
2. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
3. All policies shall be written by a company licensed to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
4. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

E. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

F. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

ARTICLE X: CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Association owned property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned property equally on a per-lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XI: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least yearly assessments.
- B. The holders of first Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the properties or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause

and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

- D. Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.
- E. Unless all institutional holders of first Mortgages have given their prior written approval, no Association shall:
1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities, the transfer of an Association Water System to the City of McCall, or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
  2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
  3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the property, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
  4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
  5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.
7. Terminate professional management and assume self-management of the properties.

ARTICLE XII: GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised

by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed this 18<sup>th</sup> day of October, 1994.

KING'S PINES ESTATES, INC.  
an Idaho Corporation.

By *Frank E. Brown*  
Frank E. Brown  
President

STATE OF IDAHO )  
County of Valley ) ss.

On this 18 day of October, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared, FRANK E. BROWN, known or identified to me to be the President of KING'S PINES ESTATES, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

*Marcia Clark*  
Notary Public for Idaho  
Residing at *McCall*  
My commission expires: *May 19, 1997*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Page - 30.

TYPE: *min*  
VALLEY  
BY: *Frank E. Brown*  
FEE: *50.00*  
OCT 21 3 01 PM '94  
REQUESTED BY: *Frank E. Brown*  
RECORDED

207650



AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KING'S PINES ESTATES I

THE UNDERSIGNED, being the owners of the property hereinafter described, hereby adopt the following covenants in their entirety to apply to real property contained in a subdivision known as King's Pines Estates I, to wit:

KING'S PINES ESTATES I, according to the official plat thereof, recorded in Book 8 of Plats at Page 59, as instrument No. 207648, recorded on the 24th day of October, 1994, records of Valley County, Idaho; and

This "Amendment to the Declaration of Covenants, Conditions and Restrictions of King's Pines Estates I," that certain "Declaration of Covenants, Conditions and Restrictions of King's Pines Estates I," recorded in the office of the Valley County Recorder on October 24, 1994, as Instrument No. 207650, shown as paragraph B, page to be amended as follows:

- B. Animals: No animals, birds, insects, pigeons, poultry, or livestock shall be kept on the property. This paragraph is not intended to prohibit the keeping of domesticated dogs, domesticated cats, or other household pets which do not unreasonably bother or constitute a nuisance to others as determined by a board of the Association, in it's reasonable judgement, and are kept in compliance with the laws and ordinances of the City of McCall. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the subdivision shall be subject to all "leash laws" of the City of McCall when such animal is off the premises of it's owner. No horses shall be maintained within the subdivision. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No animals whose habits or odors are deemed by the Architectural Control Committee to be a nuisance or offensive shall be permitted to be kept or maintained on any Lot. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.

211987

TY:         
LELAND HENNRICH  
VALLEY COUNTY RECORDER  
BY:         
FEE:         
95-JUL 11 PM 4 03  
CENTRAL IDAHO TITLE  
REQUESTED BY         
RECORDED

In consequence whereof, the undersigned, President of King's Pines Estates, Inc., has caused the above amendment to be placed with the official Declaration of Covenants, Conditions and Restrictions for the King's Pines Estates I, and has further caused this instrument to be recorded in the records of Valley County, Idaho.

DATED this 11<sup>th</sup> day of July, 1995.

Frank E. Brown  
King's Pines Estates Inc.  
Frank E. Brown, President

STATE OF IDAHO )  
                  ) : ss.  
COUNTY OF Valley )

On this 11 day of July, in the year 1995, before me MICHAEL R. ANDERSON, personally appeared FRANK E. BROWN known or identified to me to be the President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

Michael R. Anderson  
Notary Public State of Idaho  
Residing at:         
Commission Expires: 1-29-99

(SEAL)



