

2023-028373

RECORDED

08/31/2023 10:40 AM

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=21 ADMARTINEZ \$70.00

TYPE: CCR

CLARK WARDLE LLP

ELECTRONICALLY RECORDED

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made effective as of August 31, 2023 (the “**Effective Date**”), by Jeff Ransom, an unmarried man, as his sole and separate property (“**Grantor**”).

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration is located in the County of Canyon, State of Idaho, and is more particularly described in **Exhibit A** attached hereto and made a part hereof (“**Parcel 3**”), **Exhibit B** (“**Parcel 2**”), and **Exhibit C** (“**Parcel 1**”) (collectively, the “**Property**”). A depiction of the Subject Property, defined below, is included hereto as **Exhibit D**. Should Grantor choose, in its sole discretion, to develop the Property in stages or phases, Grantor, in its sole discretion, may amend or supplement this Declaration to add additional Property. Grantor is also the owner of that

1.2 Subject Property. The provisions of this Declaration shall bind and restrict and apply to only Parcel 1 and Parcel 2 (collectively, the “**Subject Property**”), for the benefit of the Property, as that term (“**Property**”) is hereinafter defined.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, plans and equitable servitudes (collectively, the “**Restrictions**”) that will apply to the development and use of all portions of the Subject Property. The Restrictions are designed to preserve the value, desirability and attractiveness of both the Subject Property and the Property, and to guarantee adequate maintenance of the Subject Property, and the Improvements located thereon.

ARTICLE II: DECLARATION

2.1 Declaration. Grantor hereby declares that the Subject Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Subject Property, and to enhance the value, desirability and attractiveness of the Subject Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Subject Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Subject Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Subject Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor’s successors in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest, and may be enforced by Grantor, by any Owner, or by such Owner’s successors in interest.

Notwithstanding the foregoing, until ownership of one hundred percent (100%) of the Subject Property is transferred by Grantor, no provision of this Declaration shall be construed as to prevent or limit Grantor’s right to complete development of the Subject Property, or any part or portion thereof, including (without limitation) any subdivision or re-subdivision of the Subject Property, and to construct improvements thereon, or to prevent or limit Grantor’s right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Subject Property, including any public right-of-way, or to prevent or limit Grantor’s right to post signs incidental to construction, sales, or leasing.

2.2 Consent. By acquiring a Lot, each Owner, for itself and its successors and assigns, hereby represents that such Owner has had the opportunity to conduct any and all due diligence deemed necessary by such Owner and associated with the preparation of a Lot, including, without limitation: review of grading and compaction of such Lot; review of geotechnical studies; and evaluation of the overall fitness and capacity of a Lot to accept residential improvements on such Lot. Any and all site preparation in connection with any Lot is provided on an as-is, where-is basis without representation or warranty of any kind. By acquiring a Lot, each Owner hereby waives any and all claims associated with the construction, grading, drainage, and development of any Lot.

ARTICLE III: DEFINITIONS

3.1 "Lot" shall mean and refer to either Parcel 1 or Parcel 2 of the Property, and "Lots" shall refer to both Parcel 1 and Parcel 2 of the Property.

3.2 "Grantor Termination Date" shall mean the date on which: (a) Grantor no longer owns any Lot or any other portion of the Subject Property; and (b) Grantor informs all Owners in writing that Grantor status is terminated.

3.3 "County" shall mean Canyon County, Idaho.

3.4 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Osprey Estates Subdivision, as it may be amended from time to time.

3.5 "Easement Area" shall mean the area encumbered by that certain Cross Access and Utilities Easement for the benefit of each and all of the lots or parcels comprising the Property, pursuant to that certain Declaration of Cross Access and Utilities Easement, recorded in Canyon County, Idaho, on August 31, 2023, as Instrument No. 2023-028360 (the **"Cross Access Easement"**), over a portion of the Subject Property.

3.6 "Grantor" shall mean Jeff Ransom, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Jeff Ransom, or his successors, but excluding transfers to individual Lot Owners by Grantor.

3.7 "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 Subject Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, ponds, and fixtures of any kind whatsoever. Improvement(s) include(s) both original improvements existing on the Subject Property on the date hereof and all alter changes and improvements.

3.8 "Occupant" shall mean any resident or occupant of a Lot, including, without limitation, the Owner, family members, guests, invitees, and/or tenants.

3.9 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Lot which is a part of the Subject Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.10 "Person" shall mean any individual, partnership, corporation, trust, or other legal entity.

3.11 "Plat" shall mean any subdivision plat authorized by Grantor and covering any portion of the Subject Property as recorded at the office of the County Recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.12 "Project Documents" shall mean this Declaration and any Supplemental Declarations.

3.13 "Property" shall mean the real property collectively described on Exhibit A, Exhibit B, and Exhibit C, and, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such real property, and including such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration as more particularly provided for herein. The Property shall be benefitted by the terms of this Declaration, while the Subject Property shall be governed and/or restricted by the terms of this Declaration.

3.14 "Setbacks" shall mean the minimum distance established by law between the dwelling unit or other structure referred to and a given street, road, Lot line, or other structure or feature.

3.15 "Subject Property" shall mean the real property described on Exhibit B, and Exhibit C, only, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such real property, and including such additions thereto as may hereafter be annexed and brought within the coverage of this Declaration as more particularly provided for herein

3.16 "Supplemental Declaration" shall mean any supplemental declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Subject Property. Grantor shall have the right to unilaterally annex future phases by means of Supplemental Declaration.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval. Except for Improvements made by Grantor, no Improvements of any kind shall be placed or permitted to remain upon any part of the Subject Property including, without limitation, a Lot, unless a written request for approval has been approved by the Grantor or a person so designated by the Grantor to approve the same. Any such written request for approval shall include all plans, specifications, landscaping plans, and exterior color scheme for the proposed Improvements.

4.2 Improvements – Generally. All Improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration, and are subject to review and approval by the Grantor.

4.3 Use, Size and Height of Dwelling Structure. All Lots identified on the Plat shall be improved with a single-family dwelling unit or structure of frame, stone or brick construction. The floor area of each single-family dwelling unit, exclusive of garages, outbuildings, and open porches shall be at least (i) 1,850 square feet for a single-level home, and (ii) 2,100 square feet for a two-level home. The following restrictions also shall apply:

4.3.1 Roofs. Roofs shall be pitched design, covered by roofing materials rated at the highest fire resistance class for the material being used.

4.3.2 Garages. Each dwelling shall have an attached enclosed garage adequate for a minimum of two (2) standard size automobiles. No carports shall be allowed. A maximum of two (2) garage doors may face the street. Side-loaded garages are encouraged to enhance curb appeal. Additionally, a detached garage or shop may be allowed, provided that such detached garage or shop shall (a) not be located any further to the front of such Lot than the mid-point of the primary residential structure on such Lot, (b) match, in style, materials, and colors, the primary residential structure on such Lot, (c) not obscure or block any portion of the primary residential structure on such Lot when viewed from the Easement Area, (d) house or support any use(s) that violate this Declaration or otherwise qualify as a nuisance, and (e) not detract from the aesthetics of the Property or the area.

4.3.3 Accessory Structures. Improvements consisting of detached accessory structures shall be allowed if in conformity with the provisions of this Declaration, provided that there shall be no metal storage nor wood storage attachments to any dwelling unit. All garages, storage sheds, patios and patio covers, shops, guest homes, and other accessory structures shall be constructed of, and roofed with, the same materials, and with the same materials, colors, and design as the primary residential structure on such Lot.

4.3.4 Fencing. All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be expeditiously repaired or replaced to original design, materials and color within a reasonable time after said damage occurs. No fence, wall, hedge, high planting, obstruction or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets and shall not be allowed if the same constitute an undesirable, noxious or nuisance effect upon neighboring Lots. No fence shall extend from the front plane of a dwelling structure. No fences shall be installed or allowed to remain in the front yard of a Lot.

4.3.5 Exterior of Dwelling Structure. The visual harmony and aesthetic appeal of the structures on the Lots being of mutual concern to Grantor and all Owners and having a direct bearing on the value of Lots and Improvements on the Property, the texture, design, and color scheme of all outside walls, fences, roofs, patios and patio roofs, and all other structures erected upon Lots shall be visually harmonious with other Improvements on the Subject Property, and shall not detract from the appearance of the Property. Landscaping shall be required, and shall be maintained at all times. No change shall be made in the color of paint, stain, or other exterior finish to a dwelling unit or structure, except to a similar color palette. No vinyl or aluminum siding shall be used on any exterior surface of a structure. Cement board, commonly known as "Hardie Board" (or an equivalent) may be used instead of vinyl or aluminum siding. A minimum of ten percent (10%) of the front exterior surfaces (those facing or visible from the Easement Area) of structures shall consist of masonry (i.e. brick or stone).

4.3.6 Lighting. Exterior lighting shall be harmonious with building design and shall not be excessively bright. The use of shielded luminaries is encouraged. Exterior lighting located on the front of the primary residential structure and on the front of any garage shall be connected to photocell sensors that automatically activate such lights in the dark. No colored light bulbs shall be used except during the period immediately preceding the Halloween or Christmas holidays. Lighting shall be further subject to the requirements of Canyon County, and shall not create or maintain a nuisance affecting Grantor, any other Lot, portion of the Property, or Owner.

4.3.7 Location on Lot. Unless otherwise specifically approved in writing by Grantor, all structures (exclusive of fences and similar structures) shall be placed within the building Setbacks for each Lot. All utility facilities and/or systems used in connection with a Lot shall be placed underground.

4.3.8 Completion of Construction. Once any Owner of a Lot shall have commenced the construction of a dwelling unit or structure on its Lot, such construction shall be completed within one (1) year thereafter. The term "commenced the construction" as used in this Section 4.3.8 shall mean the start of actual physical construction activities upon such dwelling unit or structure upon such Lot.

4.4 Landscaping. The initial Owner of a Lot shall install landscaping, as specified hereinafter, upon such Lot. Prior to completion of the initial landscape installation, Owner shall control weeds and maintain such Lot in a clean and safe condition, free of debris or any hazardous condition. Initial landscape installation shall consist of: two trees in each of the front yard and back yard of the Lot, each tree being at least 3.5 caliper inches, and several additional plants and shrubberies designed to positively impact the aesthetics of the Lot and the Property, and turf grass covering all areas not covered in cement, asphalt, and/or landscape rock, and shall be completed prior to the first occupancy of a Lot, or as soon as weather permits during winter months. Each Owner is responsible for irrigating and mowing all grass along the Easement Area and any road rights-of-way that border such Owner's Lot, including maintenance and replacement of landscaping and required trees installed within any grass strip in front of each Lot. All trees located on common Lot lines shall be the joint responsibility of the adjoining Lot owners.

4.5 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement, including, but not limited to, trees and landscape, shall at all times be kept in good condition and repair. Except as otherwise set forth herein, vacant structures and unimproved Lots shall not be exempt from the provisions of this Declaration. In the event that any Owner shall permit any Improvement, including, but not limited to, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, overgrown, weed-infested, unsightly or unattractive condition, or damages property or facilities on or adjoining their Lot, Grantor, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse Grantor for the cost thereof. The Owner of the offending property shall be personally liable for such cost, and such Owner's property shall be subject to a mechanic's lien for all costs and expenses incurred by the Grantor in taking such corrective acts, plus all costs incurred in collecting the amounts due.

4.6 Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in or under a Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, in, or under any Lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

4.7 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Subject Property unless it is located or screened and in accordance with any and all laws, rules, and requirements of

government entities having jurisdiction, including, without limitation, the Federal Telecommunications Act of 1996.

4.8 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual or visitor use), shack, or other temporary building, improvement, or structure shall be placed upon any portion of the Subject Property, except temporarily as may be required by construction activity undertaken on the Subject Property.

4.9 Boats, Campers and Other Vehicles. No dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Subject Property (including, without limitation, streets, parking areas, driveways, and/or the Easement Area) unless the same are fully concealed from view by enclosing the same within a structure. Further, no boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles or bicycles shall be stored in the area between the front plane of a dwelling unit on a Lot and any street. No motor homes, motor coaches, campers, trailers, snowmobiles, boats, recreational vehicles, all-terrain vehicles, abandoned or inoperable vehicles (including any vehicle that has not been driven under its own propulsion for a period of three (3) days or longer), oversized vehicles (including any vehicles too high or too wide to clear the entrance of an approved residential garage door opening), snow removal equipment, garden maintenance equipment, and any other potentially unsightly machinery and equipment shall be placed, parked, or stored upon any portion of the Subject Property, including, without limitation, front yards, the Easement Area, streets, side yards, rear yards, and driveways, unless completely enclosed by a structure concealing it from the view of adjacent Lot(s) and Easement Area. No parking shall occur, or be permitted or allowed, within the Easement Area.

4.10 Unsightly Articles; Nuisances. All Lots shall be managed and maintained so as to prevent any accumulation of junk, emissions, construction, hazardous materials, and utilities. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Subject Property. No shipping containers, wire fences, relocated dwelling structures, or manufactured or mobile homes may be placed or allowed to remain on any Lot. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Subject Property, and no odor shall be permitted to arise therefrom so as to render the Subject Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Subject Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure appropriately screened from view, except when necessarily placed for pick-up by garbage removal services. Vacant Lots are to be kept in clean natural state. No Owner may cause or permit noise or other nuisance upon any portion of the Subject Property so as to be offensive or detrimental to the Subject Property or to its occupants or to other property in the vicinity or to its occupants and any use of Subject Property shall at all times be in accordance with the Canyon County noise ordinance. In no instance will noise from residential heating and/or cooling equipment or pool equipment be considered a nuisance, provided such equipment has been installed and is operating in accordance with the manufacturer's specifications. No building materials of any kind shall be placed or stored on a Lot until the Owner of such Lot or such Owner's builder is ready and able to commence construction.

4.11 Animals/Pets. Up to a total of two (2) domesticated dogs or cats or other typical household pets which do not unreasonably bother or constitute a nuisance to others, may be kept on a Lot, provided such animals are not kept, bred, or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot by gated fence, closed door, or strong leash or lead. Consistent and/or chronic barking by

dogs, or similar sounds by other household pets, shall be considered a nuisance. Owners shall clean up any animal defecation or other debris immediately from any portion of the Property. One dog run, not to exceed fifteen feet (15') by fifteen feet (15') in dimensions, shall be permitted, subject to the following restrictions: (a) limited to back yards, (b) fully screened from view from adjacent Lot(s) and from the Easement Area by landscaping and vegetation, (c) maintained in a sanitary condition at all times, and (d) placed a minimum of ten (10) feet from the side and rear Lot lines. No farm animals or other animals, except as set forth herein.

4.12 Trade or Business. All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. Trade or business may be conducted in and from any Lot by an Owner or Occupant so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling on the Lot; (b) the business activity conforms to all zoning requirements; (c) no signs relating to said business activity are displayed where visible from any location within the Property; (d) the business activity does not increase the liability or casualty insurance obligations or premiums of any Owner; and (e) the business activity does not constitute a use that is hazardous, offensive, or a nuisance to any other Owner or to Grantor.

4.13 Leasing. A residence on a Lot may be leased for residential purposes provided the following conditions are met: (a) The lease or rental agreement must be in writing and shall be for a minimum term of six (6) months; (b) Owners must provide a copy of the lease, the names of each occupant, the email address and phone number of a designated "primary occupant/lessee," the mailing address, email address, and phone number of the Owner to Grantor and all other Owners prior to commencement of such lease or occupation of the residence by any lessee; and (c) Any lease shall include a provision that the lease is subject to the Project Documents, and that any violation of the Project Documents by the lessee or by any Occupant(s) of the Lot shall constitute a default under such lease. Notwithstanding the foregoing, if the lease fails to include the aforementioned provision, any violation of the Project Documents constitutes a default under the lease. Any violation of the Project Documents by any occupant or guest of occupant under such lease shall be sent to the Owner directly. Each Owner shall be responsible for correcting any breach of the Project Documents, including, but not limited to payment of any fines resulting from any breach, and eviction of the tenants as necessary. Owners shall have all rights and remedies for any violation under the Project Documents provided under the Declaration and applicable law. Pursuant to such a lease, the Lot Owner has the option to assign the right to use community amenities constructed for the use and enjoyment of the Members (e.g. clubhouse, pool, lakes, ramadas) to the tenant(s) listed on the lease. If an Owner assigns such rights to a tenant, the Owner rescinds the right to use the amenities constructed for the use and enjoyment of the Members, and the tenant may use such amenities; however, tenants may not invite or allow guests or any other person who is not a Member or Occupant in the community to use such Member amenities. The assignment of such rights from an Owner to a tenant shall only be in effect for the term of the lease, as may be modified, extended, and/or terminated.

4.14 No Hazardous or Illegal Activities. No activities shall be conducted on the Subject Property and no Improvements shall be constructed on the Subject Property that are illegal, unsafe or hazardous to any Person or portion of the Subject Property. Nothing shall be done or kept on the Subject Property and/or on any Lot that will increase the rate of, or cancel, any insurance on any other portion of the Subject Property. No blasting, mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth shall be allowed on the Subject Property. The foregoing shall not prohibit exploratory drilling or coring necessary to construct Improvements.

4.15 Grading and Drainage. Each Owner is expressly responsible to ensure proper compaction, grading, run-off, and drainage is constructed within and off of such Owner's Lot and may be required to accommodate drainage from the Easement Area. Thereafter, it is the sole responsibility of the Lot Owner to ensure that the compaction, grading, run-off, and drainage within and off of such Owner's Lot is properly constructed, accommodated, and/or maintained, as applicable. The Owner of each building Lot shall be responsible to keep their irrigation water and rain water from running into or onto neighboring Lots. Any Owner who excessively waters their yards to the detriment of another Lot or another Lot's yard shall be subject to the enforcement of this Declaration by the Owner of the affected Lot.

4.16 Water Supply Systems. Individual domestic water supply systems shall be required to be constructed on each Building Lot. Construction and maintenance of such domestic water supply systems shall be the responsibility of each Owner.

4.17 Sewage Disposal Systems. Private septic tank systems shall be used on each Building, which shall be designed, constructed, and installed on each Building Lot in accordance with the requirements of the governmental entities having jurisdiction thereof. Grantor shall have no obligation for the construction of any sewage disposal system.

4.18 Driveway Construction Requirements. Each Owner shall cause to be constructed a concrete driveway extending from the Easement Area to the garage for the home on such Lot.

4.19 Signs and Flags. No sign of any kind shall be displayed to the public view except: (1) such signs as may be used by Grantor in connection with the development of the Subject Property and sale of Lots; (2) one customary, commercially manufactured "for sale" or "for lease" sign not more than three feet (3') by two feet (2') in size may be displayed on a Lot by an Owner advertising such Lot and/or residence for sale or lease; (3) three commercially manufactured signs of customary and reasonable dimensions in support of or in opposition to a candidate for office or a ballot measure, which may be displayed by an Owner during those periods of time leading up to any public election; and (4) any sign required by the County of Canyon. No sign shall be placed within the Easement Area. Owners shall be permitted to install one flag pole, in accordance with applicable zoning ordinances, easements, and setbacks of record, and to fly the American flag, the flag of the State of Idaho, the POW/MIA flag, or an official or replica flag of any branch of the United States Armed Forces.

4.20 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of insurance on any other portion of the Subject Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Subject Property or on any Lot which would result in the cancellation of insurance on any other Lot or which would be in violation of any law.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property and/or the Subject Property, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property and/or Subject Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property and/or Subject Property so long as any Lot in the Subject Property remains unsold. Such right shall include, but shall not be limited to,

erecting, constructing and maintaining on the Subject Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Grantor to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Subject Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Subject Property, by an express written assignment recorded in the Office of the Canyon County Recorder.

Each Owner, by acceptance of a deed to a Lot, agrees that such Owner shall not object to or oppose any development or change in use of any portion of the Property, the Subject Property, or other property owned or purchased by Grantor and annexed to the Subject Property and made subject to this Declaration. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Subject Property by Grantor to any and all Persons.

4.22 Adoption of Rules. To further implement and effectuate the intent of this Declaration, Grantor, from time-to-time, may adopt and amend additional rules, reasonable and not inconsistent with this Declaration, relating to and governing use and/or condition of the Subject Property and all facilities thereon, and the conduct of Owners and their lessees, tenants, Occupants, and guests with respect to the Subject Property and other Owners.

4.23 No Other Recordation. No Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Subject Property without Grantor's review and written consent, which consent may be withheld by Grantor in its sole and absolute discretion. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Grantor. This section may not be amended without the written consent of Grantor. The rights contained in this section shall terminate upon the Grantor Termination Date.

4.24 Governmental Approvals. All Lots shall be used and developed, and all construction shall be carried out thereon in accordance with all governmental approvals, including but not limited to the provisions of any permits and approvals issued by Canyon County.

4.25 Construction Site Requirements. Any and all site preparation, construction, and improvements placed on any of the Lots shall be constructed in accordance with all applicable safety codes, ordinances, and regulations, and all other statutes, codes, laws, ordinances, County approvals, and regulations applicable to the Lots or any improvements placed thereon. In addition to the foregoing:

Owner shall be solely responsible for the cost and expense to repair any damage to streets, curbs, landscaping, fences, utility facilities, or any other subdivision improvements caused by Owner resulting from construction activities of Owner, or activities of any other agent, subcontractor, employee, or person acting on behalf of Owner.

Owner agrees to perform all work in a neat and workmanlike manner and shall not allow dirt, debris, or other waste material to remain on any Lot or to be scattered on other Lots,

portions of the Subject Property, within the Easement Area, or in the streets. Owner will make adequate provisions to handle run off on surface waters in a manner that will not damage or deface streets, the Easement Area, or adjoining Lots, and will not drain into other Lots or adjacent properties. Owner will at all times conduct its construction activities in a manner as to preserve lateral support for adjoining Lots and properties, including (without limitation) the Easement Area. Owner agrees to regularly remove all excess excavation materials, trash, or debris resulting from construction activities or anyone else's activities. Prior to removal of such materials, they shall be contained in an appropriate construction materials trash container. Owner shall adhere to all construction requirements and rules imposed by Grantor.

Owner agrees to indemnify and hold harmless Grantor, its members, officers, agents, representatives, successors, and assigns from, for, and against any and all claims, costs, damages, or losses incurred as a result of the condition of the Lots or the Lots' suitability for residential construction, Grantor's site preparation, and construction of improvements on the Lots, including, without limitation, claims resulting from surface or groundwater damage or any breach of the covenants contained in this Article IV.

ARTICLE V: INTENTIONALLY OMITTED

ARTICLE VI: ENFORCEMENT

6.1 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from Grantor or any Owner, such offending Owner shall, at such Owner's own cost and expense, remove such Improvement AND restore the Lot to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, then Grantor shall have the right to enter the Lot, remove the violation, and restore the Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Lot and collected as a mechanic's (or contractor's) lien against such Lot. In addition to the foregoing, Grantor and each Owner shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration.

6.2 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property or the Subject Property are not subject to this Declaration.

ARTICLE VII: INTENTIONALLY OMITTED

ARTICLE VIII: INTENTIONALLY OMITTED

ARTICLE IX: INTENTIONALLY OMITTED

ARTICLE X: INTENTIONALLY OMITTED

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Subject Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots (consistent with Section 4.15 above), resulting from the normal use of adjoining Lots, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Subject Property, for pedestrian

walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot.

10.2 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 any other reasonably necessary shared Improvement or work, or with respect to the sharing of the cost therefore, upon written request of one of such Owner(s) to such other Owner(s), the matter shall be submitted to mediation prior to any Owner commencing any legal action against any other Owner related to such repair or rebuilding or costs.

ARTICLE XI: DAMAGE OR DESTRUCTION

11.1 Damage Affecting Lots. In the event of damage or destruction to the Improvements located on any Lot, the Owner thereof shall promptly repair and reconstruct such Improvements to the condition in which they existed immediately prior to such damage or destruction. If such repair or reconstruction is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair or reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then Grantor or any other Owner shall be expressly authorized to proceed with enforcement action against such Lot and Owner, as authorized in this Declaration; subject to reasonable extensions of such timelines and deadlines for circumstances beyond the violating Owners' control.

ARTICLE XII: INTENTIONALLY OMITTED

ARTICLE XIII: DISPUTE RESOLUTION

13.1 Agreement to Avoid Litigation. All Owners agree to encourage the amicable resolution of disputes within the Subject Property. Accordingly, all claims, grievances, or disputes by any Owner arising out of or relating to the interpretation, application, or enforcement of the Project Documents, or the rights, obligations, and duties of any Owner (collectively, the "Claims"), shall be subject to the provisions of this Article.

13.2 Mandatory Procedures. Any Owner having a Claim (a "Claimant") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until Claimant has: first, made every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation; and, second, if the parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation. If the good-faith results of negotiation and mediation are unsatisfactory, either party to the negotiation and mediation shall then be authorized to seek any remedy at law or in equity.

13.3 Costs of Resolving Claims. The Owner shall bear all of its own costs incurred prior to and during the proceedings described herein, including fees of attorneys or other representatives. Each party shall share equally all charges in connection with mediator(s).

ARTICLE XIV: MISCELLANEOUS

14.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by all Owners of

any portion of the Property, and such written instrument is recorded with the Canyon County Recorder.

14.2 Amendment.

14.2.1 By Grantor. Until the Grantor Termination Date, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amended" or an "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

14.2.2 By Owners. After the Grantor Termination Date, and except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration shall be by an instrument in writing signed and acknowledged by Grantor and all Owners of every portion of the Property, and such amendment shall be effective upon its recordation with the Canyon County Recorder.

14.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Lots. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Subject Property but shall not prohibit or unreasonably interfere with the allowed uses of the Subject Property which existed prior to the said amendment.

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

14.4 Annexation and Withdrawal of Subject Property. Grantor may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval, or signature of any Owner or any other Person, elect to remove any portion of the Subject Property from, or elect to annex additional real property to, the jurisdiction of this Declaration. In the case of de-annexed property, such property shall be considered de-annexed upon a notice duly recorded in the Canyon County Recorder's Office stating that such de-annexed property has been removed from the jurisdiction of this Declaration.

14.5 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address of the residence of such person.

14.6 Enforcement and Non-Waiver.

14.6.1 Right of Enforcement. Except as otherwise provided herein, Grantor, any Owner of any Lot, or the owner of any part or portion of the Property, shall have the right to enforce any or all of the provisions hereof against any property within the Subject Property, and the Owners thereof.

14.6.2 Violations and Nuisances. The failure of any Owner, Occupant, or guest of a Lot to comply with any provision hereof is hereby declared a nuisance and will give rise to a

cause of action in Grantor, the Owner of Lot(s) within the Subject Property, and the owner of any part or portion of the Property, for recovery of damages or for negative or affirmative injunctive relief, or both damages and injunctive relief. However, any other provision to the contrary notwithstanding, only Grantor, or Grantor's successors and assigns, or a duly authorized agent of Grantor or Grantor's successors or assigns, may enforce by self-help any of the provisions hereof, and then only if such self-help is preceded by reasonable notice to the Owner.

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

14.6.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

14.6.5 Discretion; Non-Waiver. Grantor, each Owner, and each owner of any part or portion of the Property may use its sole discretion to determine whether to pursue a violation of the Project Documents. In evaluating such, such Person may determine that under the particular circumstances (a) such Person's position is not strong enough to justify taking action or any further action; (b) the specific provision in the Project Documents is or may construed as inconsistent with applicable law; (c) the violation is not of such material nature to be objectionable to a reasonable person or otherwise justify expending resources to pursue; or (d) that enforcement is not in the best interests of such Person, based on reasonable criteria, including, but not limited to, expense or hardship. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

14.6.6 Attorneys' Fees. In the event any suit or other proceeding to enforce any provision of the Project Documents is instituted by any Person entitled to enforce the Project Documents, the prevailing party in such proceeding shall recover its costs and expenses, including its actual attorneys' fees, incurred in connection therewith, as well as such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

14.7 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Subject Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

14.7.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Subject Property as set forth in the recitals of this Declaration.

14.7.2 Restrictions Severable. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

14.7.5 Presumption. Grantor shall be entitled to a presumption of validity in connection with any interpretation of this Declaration by Grantor.

14.8 Intentionally Omitted.

14.9 Successors and Assigns. All references herein to Grantor, Owners, or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or Person.

14.10 Intentionally Omitted.

14.11 Owners' Further Acknowledgments. By accepting a deed to any Lot(s) contained within the Subject Property, each Owner acknowledges and agrees:

(a) Owner has read and understands the Project Documents;

(b) That natural light available to, and views from, a Lot can change over time due to, among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED**; and

(c) That Owner has accepted title to the Lot(s) after conducting all necessary inquiries and due diligence, and that Owner takes such Lot(s) "AS IS, WHERE IS," without any express or implied warranty from Grantor.

14.12 Intentionally Omitted.

14.13 Right of Enforcement. Grantor and each Owner shall have power and authority, from time to time, in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration.

14.14 Operation and Maintenance of Easement Area. Each Owner shall be responsible for maintaining, repairing, clearing, and replacing (as reasonably necessary) such portion of the Easement Area as is located on such Owner's Lot.

14.15 Insurance. Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Lot, such Owner's personal property, for such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by other Owners. All such insurance shall waive the insurance company's right of subrogation against Grantor, the other Owners, and the servants, agents, and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Lot and/or the mortgagee in connection with such Lot. Additionally, each Owner shall procure and maintain insurance covering that portion of the Easement Area on such Owner's Lot against property damage, injury, and death as a

result of improper or insufficient construction, maintenance, repair, and replacement within the Easement Area.

14.16 Enforcement of Restrictions and Rules. Grantor shall have authority, but shall not be required, to perform such other and additional acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, including, without limitation, the recordation of any claim of lien with the Canyon County Recorder, as more fully provided herein.

[end of text – signature on following page]

IN WITNESS WHEREOF, Grantor has set its hand as of the Effective Date.

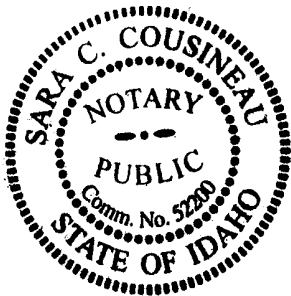
GRANTOR:

Jeff Ransom
JEFF RANSOM

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on August 30, 2023 (date), by Jeff Ransom.



Sara C. Cousineau
Signature of Notary Public
My commission expires: 11/17/27