

DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
TRAIL CREEK MEADOWS SUBDIVISION No. 1

THIS DECLARATION (“Declaration”) is made on the last date herein below set forth, by Trail Creek Ventures LLC, an Idaho limited liability company, hereinafter referred to as “Declarant”.

WHEREAS, Declarant is the owner of certain real property in the County of Boise, State of Idaho, Trail Creek Meadows Subdivision No. 1 hereinafter referred to as the “Development” a portion of which is set forth in Exhibit A attached hereto and incorporated herein.

WHEREAS, Declarant desires to place covenants, conditions, and restrictions (“Covenants”) on the Development to protect the value, attractiveness, compatibility, and conformity of use for the various lots and common areas;

WHEREAS, it is desirable for the efficient management of the Lots and common areas to create an unincorporated non-profit owners association which should be delegated and assigned the powers of managing, maintaining and administering the Lots, road and common area and enforcing these Covenants and to perform such other acts as are herein provided or which generally benefit or concern the Lots,

WHEREAS, Trail Creek Meadows Association, an unincorporated non-profit association (“Association”) formed under the laws of the State of Idaho, namely Idaho Code 30-27-101 et seq for the purpose of exercising such powers and functions: and

WHEREAS, The Declarant desires and intends that the owners, mortgagees, beneficiaries, and trustees under trust deeds, occupants and all other persons hereinafter acquiring any interest in the Lots shall at all times enjoy the benefits of, and shall hold their interests subject to, the Covenants; and

NOW, THEREFORE, Declarant for the purposes above set forth, declares that the real property and Lots described on Exhibit A attached hereto shall hereinafter be held, transferred, sold, encumbered, hypothecated, conveyed, leased, occupied and used subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and shall inure to the benefit of and be limitations upon Declarant, the Association and all future Owners of said Development or any interest therein.

ARTICLE I.
Definitions

- 1.1 “Association” shall mean and refer to the Trail Creek Meadows Association, an unincorporated, Idaho non-profit association, its successors and assigns.
- 1.2 “Annexed Property” shall mean any parcel or land contiguous or in proximity to the Development that Declarant may elect to grant rights of access or any other use related to the Development or any amenities thereof as solely determined by the Declarant.
- 1.3 “Architectural Control Committee” (“ACC”) shall mean and refer to Declarant so long as Declarant owns a Lot in the Subdivision. After sale or transfer of the Declarant’s final Lot in the Subdivision, the ACC shall be the Association or a person or entity as appointed pursuant to Article VII below.

The role of the ACC shall be to review and approve or disapprove each application for the constructions of any structure on a Lot and to take those other actions authorized by this Declaration.

- 1.4 “Code” shall mean and refer to the County Code of Boise County as the same may be amended from time to time.
- 1.5 “Common Area” and/or “Common Property” shall mean all Lots or portions of Lots, Private Road (including improvements thereon) Irrigation Water and stock and fire suppression equipment owned by the Association or over which the Association holds an easement for the common use, enjoyment, or benefit of all Owners. The Common Areas are designated on the Plat as Lot 32 and also include the roadways, the designated walking path connecting Star Creek Court to Lot 32, as well as any later designated easements available for Common Area designation as determined by the Declarant.
- 1.6 “Declarant” shall mean and refer to Trail Creek Ventures LLC, an Idaho Limited Liability Company and its successors and assigns, if such successors or assigns are expressly assigned by written agreement all rights of Declarant under the Articles, Bylaws and this Declaration.
- 1.7 “Development” and/or “Subdivision” shall mean and refer to the Trail Creek Meadows Subdivision, that certain real property shown on Exhibit A attached hereto and incorporated herein.
- 1.8 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Development which is made subject to these Covenants.
- 1.9 “Member” shall mean and refer to every person or entity that holds a membership in the Association as set forth in Section 4.2.
- 1.10 “Mortgage” shall mean and refer to any mortgage or deed of trust, and “mortgagee” shall mean and refer to the mortgagee under a mortgage or the beneficiary under a deed of trust, and “mortgagor” shall mean and refer to the mortgagor of a mortgage or the grantor of a deed of trust.
- 1.11 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including contract buyers, but excluding those holding a Mortgage or those persons otherwise claiming an interest in a Lot as security for the performance of an obligation.
- 1.12 “Plat” shall mean the recorded plat of the Trail Creek Meadows Subdivision, official records of Boise County, Idaho.
- 1.13 “Residence” or “Structure” shall mean and refer to a single-family residential building and all appurtenances thereto together with any private garage, structures or other outbuildings used by the Owner or incidental to the residential use of the Lot.
- 1.14 “Setback” shall mean and refer to the minimum distance between the lawful location of a Residence on a Lot from a given street or road, from a lot line, or easement as designated on the Plat, or as otherwise required by applicable Code.
- 1.15 “Covenants” means the covenants, conditions, restrictions, reservations and easements as set forth and defined herein which all Lots shall be subject to.
- 1.16 “Declaration” This document and all covenants, conditions, restrictions, easements and reservations set forth herein.
- 1.17 “Water Rights” shall mean all rights of and to irrigation water and water delivery apparatus and stock, including pipes, pipe lines, canals, headgates and water delivery systems.

**ARTICLE II.
General Restrictions**

- 2.1 **Land use.** Each Lot shall be used solely for residential purposes and shall not be used for the consistent conduct of trade, business, or professional activities, except as may be permitted as follows:
- a. The construction or service trades shall be permitted to construct or use temporary facilities used solely for the purpose of aiding in the construction or maintenance of a Residence on a Lot which use will be eliminated after the construction is complete; and
 - b. A Lot or portions thereof may be used for Common Areas pursuant to Article VIII.
 - c. An owner shall have the right to use their Lot for professional home office or telecommuting activities so long as such home office work activity shall not involve any retail activity on the Lot or regular customer/client on-site meetings.
- 2.2 **Residence Construction.** Each Owner, including any contractor, builder, or agent for an Owner, intending to construct a Residence, improve existing Residence or install a Residence on any Lot shall do so only if the following conditions have been met:
- a. The Owner shall first submit an application for construction authority to the Architectural Control Committee (“ACC”) and receive from the ACC its written approval, according to the provisions of Article VII.
 - b. Each Residence constructed on a Lot shall be a “single-family” dwelling as defined by building codes applicable to Boise County. Every Residence on any Lot shall comply with the set back requirements set forth in these Covenants. Not more than two (2) Residence structures and two (2) other outbuildings shall be allowed on a Lot. All outbuildings shall contain at least 200 square feet of floor area measured from the outside walls. All outbuildings shall have similar construction materials as the main residence. The restrictions provided in this Section 2.2b shall not apply to Lot 15. Not more than four (4) Residence structures and four (4) other outbuildings shall be allowed on Lot 15.
 - c. A Residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owners, has obtained a building permit from Boise County for residential construction on a Lot, in addition to ACC approval. Once construction of any Residence has begun, the same shall be completed to an enclosed state giving a finished appearance to the exterior of the Residence within twenty-four (24) months from the start of construction.
 - d. All Residences and outbuildings on a Lot shall be constructed of the same materials in order to have the same exterior appearance. All Residences shall have either wood, stone or stucco siding or be of log construction. Stone, brick, or stucco accents are also permissible. All Residences shall have solid colored metal roofs, tile or masonry material unless a different fire proof roofing material is approved by the ACC. Every roof on a Lot shall be of the same color.
 - e. All construction on any Lot shall strictly follow all of the covenants, conditions, and restrictions of this Declaration.
- 2.3 **Reconstruction.** In any case when it is necessary to reconstruct a Residence or make any improvement to a Residence, that reconstruction or improvement shall be prosecuted diligently, continuously and without delay from time of commencement thereof until such structure is fully completed, unless prevented by cause beyond the control of the Owner (other than financial causes) and only for such time as such cause continues.

- 2.4 **Landscaping.** The following provisions shall govern the landscaping of all Lots:
- a. The Owner, at the Owner's sole cost, shall cause the Lot to be landscaped with native grasses, plants and trees in keeping with Exhibit D – Firewise Landscaping guidelines. Common Areas shall be maintained by the Association.
 - b. All landscaping which is disturbed by construction of any Residence shall be fully repaired and completed within one hundred eighty (180) days after completion of the Residence. All landscaping should be maintained so as to minimize the fire danger to any Residence in accordance with the Firewise standards adopted in Section 2.19 below and the guidance of Exhibits C and D hereto.
 - c. The Development is within the regular habitat for deer, elk and moose and such wildlife may eat or otherwise damage the landscaping of any Lot. Neither the Declarant, the Association, the State of Idaho Department of Fish and Game, or Boise County shall be liable or responsible for any damage to the landscaping or building improvements from any animals.
 - d. All stumps and slash shall be removed from any Lot once a Residence is constructed thereon.

In the event that an Owner shall fail to comply with these landscaping requirements, the Association may cause the landscaping to be completed or maintained at the Owner's cost and may invoice the Owner for reimbursement and file a lien for that value and recover any cost advanced in the same fashion as is provided for non payment of assessments as set out in Article V. No owner shall be required to landscape a Lot prior to the construction of a Residence.

- 2.5 **Fences.** Fences are allowed on all lots. All fences shall be a 2-rail or 3-rail cedar split rail fence material consistent with the fencing style installed along Harris Creek Road. Woven wire mesh is permissible to be attached to the wood fence for pet retention. Where screened private areas are desired, the Architectural Control Committee will require the Owner to treat these areas as extensions of the architecture of the house. No board, vinyl or chain link fences will be allowed. Any substitution for the standard design requires written approval from the ACC.
- 2.6 **Storage Sheds.** No Owner shall have more than two (2) portable storage sheds located on a Lot. The restrictions provided in this Section 2.6 shall not apply to Lot 15.
- 2.7 **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Lot Owners.
- 2.8 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot for sale or rent, and except that signs may be used or placed by a builder or Declarant to advertise the Development during construction and Lot sales period. Notwithstanding the foregoing, the name of the Owners or the name of the Residence may be displayed and may only be illuminated by exterior lighting not to exceed a total of 150 watts.
- 2.9 **Refuse Disposal, Storage of Materials.** No machinery, vehicles, appliance or structure of unsightly material may be stored upon a Lot, nor shall trash, garbage, ashes, or other refuse be thrown, dumped or stored for extended periods of time on any Lot. The Declarant or Association has the right to define what "extended periods of time" means. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse from their Lot and all such receptacles shall be screened from public view and protected from disturbance. Each Owner shall be responsible for timely removal/disposal of such refuse from the Lot. No building material of any kind shall be placed or stored upon a Lot within view of the Subdivision roads until the Owner is ready to and able to commence construction within thirty (30) days, and then such materials shall be placed

within the property line of the Lot upon which the structure is to be erected. No waste burn barrels shall be allowed or used on any Lot. The Declarant or the Association shall have the right to enter upon any vacant Lot for the purpose of burning or removing weeds, brush, growth or refuse at the expense of the Owner which expense shall be collected as a delinquent assessment as provided in Article V hereof. Builders shall keep each job site clean of excess debris at all times.

- 2.10 **Parking.** No Owner or guest shall not park any of the following vehicles on any Lot or adjacent street unless the same is fully garaged:
- a. Business or commercial vehicles greater in size than one (1) ton
 - b. Inoperable, dismantled, damaged or unsightly vehicles
 - c. More than one (1) vehicle displaying a “for sale” sign
- 2.11 **Permitted Use of Recreational Equipment.** Snowmobiles, UTV/ATV’s, motorcycles and other recreational vehicles and equipment shall not exceed 20 miles per hour while operating in the Development. All vehicles shall be operated so as to maintain the peace and quiet of the Development and minimize noise and road dust.
- 2.12 **Motor Homes/Recreational Vehicles.** Except for the purpose of loading or unloading, an Owner shall not park or store motorhomes, RV’s, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles on a Lot for more than five (5) consecutive days unless the same is in a shop or garage or fully screened from view. The Owner may leave no more than two (2) motorhomes or RV’s on their property for seasonal residential use from May 1st through November 1st. Notwithstanding the foregoing, a visitor of any Lot Owner shall be permitted to park motor homes, RV’s, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles at the Owner’s Lot for a period not to exceed seven (7) consecutive days. The restrictions provided in this Section 2.12 shall not apply to Lot 15, except that the Owner of Lot 15 shall not be allowed to locate portable storage sheds or store motorhomes, RV’s, boats, snowmobiles, trailers, motorcycles or other recreational equipment or vehicles within 100 feet of Trail Creek.
- 2.13 **Hazardous Activities.** No activity shall be conducted on or in any Residence, Lot, or Common Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged upon said Development, no hunting or killing of game shall be allowed within the Development and no open fire shall be lighted or permitted on any property except in a self-contained fire ring while attended. Seasonal pine needle and debris burning is acceptable in accordance with applicable Boise County regulations in effect at the time or pursuant to a burn permit issued by the governing agency or authority.
- 2.14 **Lights, Sound and Odors.** No Owner shall install lights which emit an offensive glare, however an Owner may install a security light attached to the structure which can be continuously operated by the Owner from one (1) hour after dusk to one (1) hour before dawn. No sound shall be permitted from any Lot which is unreasonably loud or annoying and no odors shall be emitted on any Lot which are noxious or offensive to others.
- 2.15 **Animals.** No livestock, including, without limitation, cattle, horses, swine, poultry, sheep or any other animals may be allowed for commercial breeding or commercial consumptive purposes. Seasonal uses are permitted for horses, ponies, mules or llamas. Such acceptable pack stock shall not exceed four (4) animals per lot and may not exceed a period longer than fourteen (14) days. Dogs or cats may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and no more than three (3) dogs or cats shall be kept on a Lot. Notwithstanding the foregoing, more than three (3) dogs or cats may be temporarily kept on a Lot for a period not exceeding seven (7) days. Dogs shall not be allowed to run at large, and no dog, cat or other household pet may be kept which continuously barks or howls, unreasonably bothers or otherwise constitutes a nuisance to others. Dogs chasing game will be reported to Idaho Fish and Game or other law enforcement as applicable.

- 2.16 **Private Roads.** All roads within the Development shall be private roads with all easement rights and improvements owned and maintained by the Association for the use and benefit of all Owners and their successors and assigns, and shall be appurtenant to and for the benefit of the Development and each portion thereof and shall run with the land. The Association retains the right to transfer the easement rights and the road improvements to Boise County or other public entity, subject to the rights of ingress and egress of all Owners, and in such event the road rights would become public. Declarant retains the right to and may grant non-exclusive easements over or for the use of the roads for the use and benefit of the Annexed Property or such other property as may be designed. If so granted, such easement shall be permanent and shall run with the land unless otherwise provided in the granting instrument. It will be the responsibility of the Association to maintain, repair and resurface, when necessary, the private roadways in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability. All costs associated with or arising out of the Association's obligation to maintain, repair, plow, oil or resurface the roadways, including all costs associated with transferring the roadway improvements to a public entity, shall be paid by the Association and assessed to each Owner of the Development.
- a. Maintenance/Construction. The Boise County Road and Bridge Department and/or the Association will have no responsibility to maintain, repair, replace, install or plow any portion of an Owner's driveway. Any repair, installation, maintenance and upkeep of a driveway shall be the responsibility of the Lot Owner.
- 2.17 **Television Antennas.** No radio or television antennas, satellite dishes or other similar reception devices shall be allowed within the Development except that (a) satellite receiver not exceeding 5 square feet in size may be attached to a Residence or a free standing pole constructed for such antennae, (b) a local television antenna may be installed if fully enclosed within the roof structure and (c) a probe not to exceed twenty (20) inches in length may be attached to a Residence other than on the front elevation facing the road.
- 2.18 **Storage Tanks.** Any storage tank, including propane tanks, installed on a Lot and any type of air conditioning or heating unit must be located underground, or if above ground then concealed from view from neighboring Owners and otherwise attractively screened from the road as approved by the ACC.
- 2.19 **Irrigation and Water Storage Ponds:** Water storage ponds and delivery pipes or pipelines for irrigation and fire protection may be constructed by the Declarant and are thereafter deemed to be part of the Common Area. All maintenance, upkeep, and replacement of such areas including any pumps or water delivery stock, pipes, pipelines, canals, ditches, head gates or any other apparatus or appurtenance thereto shall be the responsibility of the Association. Once an irrigation water delivery access point is established or located upon or adjacent to a Lot, then the Owners of such lot shall have the full and complete cost, obligation and responsibility for establishing an individual irrigation or water system for such lot which system.
- 2.20 **Wildfire Management:** The potential for wildfire is the concern of every Owner. Trail Creek Meadows Subdivision is committed to attaining and retaining status as a "Firewise Community" (see www.firewise.org). As part of that commitment, the ACC will require adherence to the following planning and design considerations:
- a. All structures shall include a thirty (30) foot (or to the property line if less distance) "firebreak" surrounding them, consisting of the following:
- i. Dry grasses are to be kept mown to less than 4" from July 1st to October 1st. Scattered bunchgrasses and other short or sporadic grasses are excepted.
- ii. Trees overhanging structures to be trimmed and essentially free of dead material.
- iii. Roofs, gutters and decks shall be maintained essentially free of accumulations of pine needles and other debris from June 1st to October 1st.

- iv. No trees or vegetation is allowed within 10 feet of chimney or stove outlets.
- v. Flammable mulches (bark mulch, wood chips, pine needles, etc.) or dry grasses or ground cover is not permitted within 5 feet of structures, unless adjacent to areas of the structure with non-flammable siding.
- iv. On pines and other highly flammable tree species, branches shall be removed up to a minimum of six (6) feet and a maximum of eight (8) feet or to three times the height of flammable vegetation (dry grasses, brush) remaining within 3 feet of tree drip lines. On pines and other flammable trees shorter than twenty (20) feet, only the branches from the lower one-third 1/3 of the tree shall be removed. All trees shall be maintained substantially free of deadwood. Dead branches shall be removed to a minimum height of ten (10) feet.

b. All chimneys should be equipped with UL or I.C.B.U. approved spark arrester. Only barbeque grills with lids will be allowed for outdoor cooking.

c. All exterior vent openings in structures and open spaces under combustible decks (if less than 12" clear above the ground) must be shielded with non-combustible, corrosion resistive screening with 1/4" maximum clear openings. Decks constructed of wood and greater than 12" above the ground must be kept clear of dead vegetative materials and other highly combustible items underneath them.

d. Vegetation on the lot shall be developed and maintained by the Owner in accordance with the requirements of other rules established by the Association for compliance with Firewise standard provided in Exhibits C and D.

ARTICLE III.

Utilities and Utility Easements

- 3.1 **Utility Services.** All Lots shall be served with underground utility line access for electrical power services. The costs of electricity to the boundary of Owner's Lot will be paid by the Declarant and Declarant is entitled to recover any and all connection fees or escrowed funds advanced by Declarant, if any, to bring these services to the Lots. Each Lot Owner may be assessed and required to pay for any additional costs for final hookups charged as a condition precedent to final connection as well as any other utility service not supplied by Declarant. Each dwelling must use a septic system of a design and installation approved by Central District Health or any regulatory agency having jurisdiction for such approval.
- 3.2 **Platted Easements.** Declarant declares grants and establishes a right-of-way or easement as shown and noted on the Plat of the Subdivision for the purpose of electric distribution lines, irrigation or water lines, and such other utilities as may from time to time be constructed. Nothing herein shall create an obligation on Declarant to install any utility to the boundary of any Lot other than electricity. Transmission main and distribution piping may be located or placed in the same trench.
- 3.3 **Recorded Easements.** The Lots may also be subject to any easements of record submitted after the final plat approval.

ARTICLE IV.

Property Owners Association

- 4.1 **Organization of Association.** The Association shall be organized by Declarant as an Idaho non-profit association under the provisions of Idaho Code 30-27-101 et seq relating to non-profit associations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the applicable organizing documents and this Declaration. Neither the articles of organization, the by-laws, or other organizing documents shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- 4.2 **Membership.** Each Owner (including Declarant), by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Membership in the

Association shall not be assignable except to the successor in interest of an Owner, and each membership in the Association shall be appurtenant to ownership of the Lot. Membership in the Association shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of membership shall be void and will not be reflected on the records of the Association.

4.3 **Management of Association.** The affairs of the Association shall be managed by a Manager. The Declarant shall be the designated Manager until such time that Declarant no longer owns any lot in the Development. Within one (1) year after such occurrence, the Declarant shall appoint a successor Manager to serve in such capacity for the benefit of the Association. The Manager shall be a duly appointed individual or property management company. If the successor Manager resigns, is unable or unwilling to serve, then a new Manager shall be elected in accordance with the provisions set forth in the by-laws of the Association.

4.4 **Powers of the Association.** The Association shall have all the powers of a non-profit association organized under the laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the organizing articles, the by-laws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by it under this Declaration, the articles of organization, and the by-laws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of and the performance of the other responsibilities herein assigned, and as granted to homeowners associations under the Idaho Homeowner's Association Act (see I.C. Title 55, Ch. 32) including without limitation:

- a. **Assessments.** The power to levy assessments (regular and special) on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration.
- b. **Right of Enforcement.** The power and authority from time to time, in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the organizing articles or by-laws, including any Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise all provisions hereof. Such enforcement authority shall include the authority to enforce all aspects of the Development's fire protection plan and applicable WUI and Firewise community standards.
- c. **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, property manager, law firm, or corporation to act as manager. Neither the Association nor the Members shall be liable for any omission or improper exercise by the Manager of any such duty or power so delegated.
- d. **Emergency Powers.** The Association or any person authorized by it may enter upon any Lot in the event of any emergency involving potential danger to life or property, or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable, and any damage caused thereby shall be repaired by the Association and at its sole cost and expense.
- e. **Association Rules.** The Association has the power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable (the "Association Rules"). The Association rules shall govern the use of the Common Areas by the Owners, families of an Owner, or any guest, invitee, licensee, lessee, or contract purchaser of an Owner, provided, however the Association rules may not

discriminate among Owners and shall not be inconsistent with this Declaration, the organizing articles or the by-laws. A copy of the Association rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery to all Owners and posting upon the Common Areas, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any Association rule and any other provision of the Declaration or the articles of organization or by-laws, the provisions of the Association rules shall be superseded by the provisions of this Declaration, the organizing articles, or the by-laws to the extent of any such inconsistency.

- f. **Licenses, Easements, and Rights-of-Way.** The Association has the power to grant and convey to any third party such licenses, easements, and right-of-way in, on, or under the Common Areas and Private Roads as may be necessary or convenient in the judgment of the Association, or for the purpose of constructing, erecting, operating, or maintaining.
- i. Utility lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes.
 - ii. Drains, culverts, pipes, water systems, irrigation systems, water, heating, and gas lines or pipes.
 - iii. Snow removal or clean-up; and
 - iv. Maintain entrance landscaping and existing fencing installed along Harris Creek Road on Lots 1, 2, 23, 24 and the walkway path fencing located on Lot 13.
 - v. Any other Development improvements or facilities.

The right to grant such licenses, easements, and rights-of-way are hereby expressly reserved to the Association.

4.5 **Duties of the Association.** In addition to the powers granted to it by the articles of incorporation and this Declaration, and without limiting the generality thereof, the Association or its agent, if any, shall conduct all general business affairs of common interest to all Owners including, without limitation, the following:

- a. **Operation and Maintenance of Common Area.** Maintain, and otherwise manage or provide for the operation, maintenance, and management of any Common Area (which shall include the roadways), including the repair and replacement of property damaged or destroyed by casualty loss, and all other property acquired by the Association.
- b. **Taxes and Assessments.** Pay taxes and assessments, if any, separately levied against the Common Area owned and managed by the Association or against the Association and/or any personal property owned by the Association, if any. Such taxes and assessments may be contested or compromised by the Association. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt corporation.

- c. **Other Utilities.** Acquire, provide, and/or pay for sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas and other necessary services for the Common Area and other property owned or managed by it.
 - d. **Insurance.** Obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance to the extent available at a reasonable cost, if deemed necessary by the Association;
 - i. Comprehensive public liability insurance insuring the Board of Directors, the Association, the Declarant, the individual owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area or other property owned or managed by the Association.
 - ii. Such other insurance, including Worker’s Compensation Insurance to the extent necessary to comply with all applicable laws, directors and officers, liability insurance, and such indemnity, faithful performance, fidelity, and other bonds as the Board of Directors shall deem necessary or required to carry out the Association’s functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.
 - iii. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.
 - e. **Snow Removal.** Provide for the plowing and removal of snow from the roadways as shown on the Plat.
- 4.6 **Personal Liability.** No manager of the Association or Architectural Control Committee, nor any officer of the Association, nor the manager if any, nor the Declarant, shall be personally liable to any Owner or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the manager if any, or any other representative or employee of the Association, the Architectural Control Committee, or the Declarant, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.
- 4.7 **Dissolution.** In the event the Association is dissolved, the assets of the Association shall be dedicated to a public body or conveyed to another non-profit organization with similar purposes.
- 4.8 **Transfer of Authority.** Declarant will resign its position and turn over its control and authority to the succeeding manager of the Association within one (1) year of the date of the Declarant’s final Lot sale.

**ARTICLE V.
Covenant for Assessments**

- 5.1 **Creation of Lien and Personal Obligation for Assessments.** Each Owner covenants with the Association and Declarant, that by accepting a deed from Declarant, and whether or not it is expressly stated in said deed, each Owner agrees to pay the Association, the following.
- a. All Regular Assessments for services and maintenance as set forth in 5.3

- b. All Special Assessments for specified services and maintenance as set forth in 5.4. Each assessment, together with interest accrued thereon shall be a charge on each Owner's Lot and shall create a continuing lien upon each Owner's Lot against which each assessment is made from and after the date the assessment is due. Each assessment shall bear interest at the rate of the higher of the legal rate set forth in Idaho Code 28-22-104 or the prime lending rate plus three percent (3%), to accrue after the due date until fully paid.

Each assessment and accrued interest shall be the personal obligation of the Owner assessed at the date of assessment and may be collected by judicial action in the nature of a delinquent open account, which action may be in lieu of or in addition to the foreclosure of the lien created against the Owner's Lot. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor.

In the event the Association initiates or defends any action, legal or otherwise for the collection of any assessment due, the Association shall be entitled to recover from the assessed Owner its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

Prior to bringing an action to foreclose the continuing assessment lien granted by this Article, the Association shall cause a notice of lien claim to be prepared and filed of record with the Boise County Recorder's office and shall send a copy by certified mail to the delinquent Owner. The cost of preparing, filing and mailing this claim of lien, including a reasonable attorney fee incurred by the Association, shall also be the cost of the delinquent Owner and shall be recovered from the owner or added to any claim of lien.

- 5.2 **Initial Assessment.** Each Lot sold by Declarant shall be subject to a one-time Initial Assessment of Five Hundred and no/100 Dollars (\$500.00). This initial assessment shall be paid directly to the Association at the time of accepting the deed from Declarant. If applicable, the escrow company closing the sale between Declarant and the Owner shall be instructed to make direct payment of this Initial Assessment to the Association in the same manner as other purchaser closing costs are paid.
- 5.3 **Regular Assessments.** Each Lot Owner shall also be assessed and pay a Regular Assessment accruing from the date of ownership which regular assessments are to be used by the Association for the purpose of maintenance of the Common Area, paying cost incurred for policies of insurance purchased by the Association, and/or providing for any other regular property management expenses of the Association. The Association may elect to collect these Regular Assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The initial assessment annualized for the calendar year shall be Three Hundred Sixty Dollars (\$300.00) paid at the rate of Seventy-Five Dollars (\$75.00) per quarter. This sum is based upon an estimate made by the Declarant for the cost of annual Common Area maintenance and services. The Association may only modify the Regular Assessment upon thirty (30-day) written notice to the Lot Owners. Furthermore, any increase of the Regular Assessment shall be limited to a maximum of a fifteen percent (15%) increase over the prior calendar year rate.
- 5.4 **Special Assessment for Repairs, Operations, or Maintenance.** In addition to the Regular Assessments, the Association shall have the authority to make Special Assessments for specific one-time costs or expenses benefiting a Common Area or for some common interest or purpose that affects all Lots in the Development. Such Special Assessment may be payable as a one-time payment or a sequence of Special Assessment installments as determined by the Association.

- 5.5 **Notice of Action under Section 5.3 and 5.4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5.3 and/or 5.4 of this Declaration shall be sent to all Members not more than fifty (50) days nor less than ten (10) days in advance of the meeting.
- 5.6 **Miscellaneous Assessment Information.** In the event the Association increases the Regular Assessments, written notice of such assessment shall be sent to each Owner at least thirty (30) days before the effective date of such increased periodic assessment. Such Regular Assessment shall be due and payable and continue to be due and payable without further notice from the Association.
- 5.7 **Effect of Nonpayment of Assessments and Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed to be delinquent and shall bear interest from the due date at the rate of the higher of the legal rate set forth in Idaho Code 28-22-104 or the prime lending rate plus three percent (3%). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Lot abandonment.
- 5.8 **Subordination of Assessment of Liens to Mortgages.** The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust against a Lot. No mortgagee of a mortgage or beneficiary of a deed of trust shall be required to collect any unpaid assessment. The failure of an Owner to pay assessments shall not constitute a default under a mortgage or deed of trust. Sale or transfer of a Lot shall not affect the assessment lien, nor shall the transferee in such sale or transfer be relieved from liability for any assessment thereafter becoming due or from the lien thereof.
- 5.9 **Declarant Lot Contributions.** Notwithstanding any other provision of this Declaration, Lots owned by the Declarant shall be subject to assessments only as follows.
- a. At such time as Declarant has conveyed title to a Lot or has constructed a Residence thereon, such Lot shall be subject to assessment as any other Lot.
 - b. Until at least three (3) Lots are subject to assessment, Declarant shall either, at Declarant's option, (i) pay the Association an amount equal to the shortfall or difference assessments and the reasonable operation costs of the Association, or (ii) assume and pay the Association's operating costs, and provide the services and facilities the Association is required to provide, in which instance the Association shall pay to Declarant the assessments received by the Association attributable to the period of time such facilities are maintained and provided directly by the Declarant.

ARTICLE VI. Common Easements

- 6.1 **Right to Dedicate Roads and Utility Easements.** Declarant reserves an easement and right to dedicated all or any portion of a road or utility easement on or across any Common Area (even if not shown on the Plat) for use, burden and benefit of one or more Owners and/or Lots in the Annexed Property and the Development.

ARTICLE VII. Architectural Control

In order to protect the quality and value of the homes built in the Development and for the continued protection of the Owners thereof, the Declarant has established Architectural Guidelines (See Exhibit B attached hereto and made a part hereof). The ACC shall consist of the Declarant so long as Declarant owns one (1) Lot in the Subdivision. Thereafter, the ACC shall consist of the property manager designated by the Declarant. Such property manager shall continue to serve in such capacity until such time that property manager resigns or is voted to be replaced by a majority of the Lot Owners. The Articles of formation and By-laws may contain any provisions relating to the

conduct of the affairs of the Association and the rights and powers of the ACC and the Lot Owners not inconsistent with law.

- 7.1 **Approvals Required.** No building, Residence or outbuilding of any type shall be commenced, erected, or installed upon any Lot until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the ACC may require (including but not limited to any electrical, heating, or cooling systems), shall have been submitted to and approved in writing by the ACC. In addition to the Architectural Guidelines provided in Exhibit B, attached hereto and made a part hereof, so long as the ACC is controlled by the Declarant, the ACC may consider such subjective criteria as compatibility with surrounding structure design as well as any other criteria including the quality of materials, exterior residence and trim paint color, roof material and color, and engineering in making an approval or disapproval. The specific criteria defined in the Architectural Guidelines must be followed unless the circumstances warrant a change in the ACC's role and absolute discretion.

In the event the ACC fails to approve, disapprove, specify the deficiency in an Owner's submitted plans, specification and location, or otherwise respond to an Owners written submission within forty-five (45) days after submission to the ACC approval shall be deemed granted and this Article will be deemed to have been fully complied with.

- 7.2 **Enforcement.** The Association may exercise all legal and equitable remedies available to prevent or remove any unauthorized or unapproved construction or improvements on any Lot or property or any portion thereof. In the event the Association exercises its right to remove or restrain the violation of any rule, the Association shall recover liquidated damages not to exceed Ten Thousand (\$10,000.00) in addition to its attorney fees and court costs as a means to reimburse the Association members for their time and effort.
- 7.3 **Waivers.** The approval of any plans, drawings, or specifications for any plans, improvements, or construction, or for any matter requiring the approval of the ACC shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matter subsequently for approval.
- 7.4 **Adoption of Architectural Guidelines and ACC Rules.** The ACC shall have the power to amend the Architectural Guidelines and ACC Rules/ ACC Standards relating to the planning construction, alteration, modification, removal or destruction of Improvements, including landscaping and maintenance thereof, and the uses of , and activities conducted on, a Lot deemed necessary or desirable by the ACC to carry on the purposes of the Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Declaration but may impose such additional requirements or obligations the ACC deems necessary to assure that the purpose of this Declaration are achieved and the value of the Lot is maintained.

ARTICLE VIII.

Common Areas

Declarant intends to use and establish several Common Areas for the mutual benefit of all Owners. These Common Areas are designated on the Plat and are to be used for roads, pedestrian access, recreation, snow storage, fire safety zones, open areas, irrigation water and fire storage access. The use, control, and maintenance of these common Areas shall be as follows:

- 8.1 **Common Rights.** As defined on the Plat, each Lot Owner and the Association shall have an in common and perpetual access easement for Star Creek Circle and Trail Creek Circle and such other landscaped or maintained Common Areas (i.e. Lot 32 and related walking paths) with all other Owners for use within the purposes set forth above, which use and easement shall run with the Owner's Lot.

- 8.2 **Association's Duty to Maintain.** In addition to other duties required of the Association, the Association shall maintain all Common Areas. No individual liability shall be imposed on Declarant, the Association or any Owner for damages to a Common Area, except to the extent that their direct negligence causes such damage.
- 8.3 **Easements for Improvements in a Common Area.** Declarant declares, reserves and establishes an easement over the Common Areas to construct and establish improvements and landscaping as Declarant deems appropriate. Irrespective of this reservation, Declarant shall not be the Owner of these improvements nor shall Declarant be required to maintain a Common Area. The responsibility to maintain the Common Areas shall be the responsibility of the Association. It is expressly recognized that, with the exception of Plat Area 102C, Trail Creek is not a part of the Common Area nor is it the responsibility of the Declarant or the Association to maintain or otherwise control.

ARTICLE IX

Association Water Rights

Declarant reserves the right to convey in accordance with Idaho Law certain water rights respecting the real property identified on Exhibit A hereof to the Association. If so conveyed by the Declarant at a future date, the Association will hold title to such water rights in common for all Lots and lot owners within the Association. The Association shall not convey or transfer the water or water rights to any third party or entity it being the intent of the Declarant that the water rights shall remain with the property identified herein and be held by the Association for the benefit of the Lots in perpetuity. Any such conveyance, if made, would be to enhance or provide a pressurized irrigation water system "Irrigation System" that would be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners. Owners of Lots to which the Irrigation System has been extended shall be required to pay any assessment therefore regardless of actual use or nonuse of water from the Irrigation System. If ever constructed, use of the Irrigation System shall be subject to such rules and regulations of the Association as may from time to time be adopted. The right to receive water from the Irrigation System is subject to availability of the water. If constructed, each owner will be limited to a maximum use area of one (1) acre. The Association shall regulate the use of water to conserve its availability for Lots and for the Common Area. WATER FROM ANY SUCH IRRIGATION SYSTEM WILL NOT DRINKABLE. EACH LOT OWNER WOULD BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF THEIR LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES. THE LOT OWNER IS RESPONSIBLE FOR ANY CROSS-CONNECT BACKFLOW PREVENTION BETWEEN THE IRRIGATION WATER AND THEIR PERSONAL POTABLE WATER.

9.2 **Waiver of Liability.** The Association shall not be liable to the Owners or any other person for any injury, death, or property damage arising out of use of or activities on the water features located in the Common Area. Furthermore, the Association shall not be liable for any damage caused by the Irrigation System if or when it is ever constructed. Each Owner, by virtue of its use and benefits from the irrigation system, waives and releases any and all claims against the Association for and covenants not to sue the Association with respect to, damage to any Lot or any dwelling or other Structures located thereon resulting from flooding due to the Irrigation System.

9.3 **Common Area Responsibility.** All common area irrigation and fire suppression systems and access including pumps, water stock, pipelines and pipes, canals, head gates and any other equipment or water delivery appurtenances used for the common benefit of the Association shall be maintained, repaired, replaced, serviced, designed and or constructed at the expense of the Association. Any such systems shall be considered common area from its point of origin up to the delivery access point on each lot. At the access point for each lot such system becomes the cost and responsibility of the individual Lot and Lot Owner.

ARTICLE X

General Provisions

10.1 Amendments. These Covenants shall remain in full force and effect and run with the land in perpetuity unless an instrument of amendment is signed by the Declarant, as long as Declarant owns one (1) or more lots in the subdivision. If Declarant no longer owns one (1) or more lots in the subdivision, then amendment of these Covenants shall occur by a majority of the Owners of Lots within the subdivision agreeing to change or otherwise modify the covenants. In such event, each Lot shall be entitled to one (1) vote. Any such amendment shall be recorded with the Boise County Recorder's Office. Any change or modification approved pursuant to an instrument signed by the Declarant or a majority of the Owners as provided herein, whether personally or by proxy, shall be deemed enforceable and shall take full effect upon the date provided in said instrument. It is expressly agreed and understood that such a change or modification shall apply to all property owners and no provision or exception shall be granted for any "grandfather rights" or continuing use that violates the changed or modified covenants.

10.2 Violation of Covenant. General Enforcement and Penalty. The Association shall have the right to bring a lawsuit for declaratory relief and civil enforcement of a covenant contained herein. If found by the court, whether by judge or jury, to be in violation of such a covenant, the violating Owner shall be required to pay all of the Association's costs and expenses incurred in such proceedings, including all attorney fees. In addition to these judicial rights and remedies the Association shall have the authority to impose a fine against any owner whose property fails to comply with an applicable Covenant. No fine shall be imposed until the Association has first provided a written "Notice of Violation" that expressly identifies the condition or cause alleged to be in violation of the covenants. An owner will then have thirty (30) days to respond with an explanation in writing to the Association or request a special meeting with the Association representative. After consideration of the Owner's written explanation, the Association will make a decision as to the assessment of the fine. If a fine is determined to be applicable, the Association shall issue such notice in writing which states the amount of the fine and declares its continuing nature as provided herein. In lieu of submitting a written explanation, the Owner may request that a special meeting of the Association be called to provide the Owner with a hearing of the matter that allows the Owner to address the alleged violation. Such a meeting shall be an open meeting to all Owners and conducted in a manner as deemed appropriate by the Association. The amount of any fine applied hereunder shall not exceed Ten Thousand Dollars (\$10,000.00). The fine shall also continue to accrue penalties in the amount of Fifty dollars (\$50.00) per day for each day that the Covenant violation remains or the fine remains unpaid. Any unpaid fines shall be subject to the same property lien rights as granted for unpaid assessments in sections 5.1 of these Covenants.

10.3 Nonwaiver and Variance. The failure of the Association or any owner of real property in the subdivision in any one or more instance to insist upon the strict performance of any of the Covenants herein set forth or to exercise any right or option contained herein or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect. Specifically, non-enforcement or delayed enforcement shall in no way be deemed to support a legal defense of waiver, laches or estoppel. In addition, it is recognized that the Board of Directors shall have the right to grant a limited variance to these covenants for the benefit of an owner if the Board of Directors deems that the strict application of a specific covenant would impose and unreasonable and undue hardship upon an owner (e.g. existing garage found to be in violation of easement provision). If such a variance is ever granted, it shall by no means nullify the application of the respective covenant to the remainder of the subdivision property owners.

10.4 Indemnification. The Declarant, each Manager or other authorized representative of the Association shall be held harmless and indemnified by the Association and the Owners against any and all expenses and liabilities, including attorneys' fees and costs, reasonably incurred by or imposed in connection with any proceeding to which any member may be a named party, or in which the Declarant, Manager or any such authorized representative may become involved, by reason of being or having been an authorized representative of the Association or the ACC, except in such cases where such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties.

10.5 **Severability.** Notwithstanding the provisions set forth in these covenants, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforcement of any other provision.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the ____ day of _____, 2024.

Derek Cooper, Authorized Manager and Agent
Trail Creek Ventures LLC

ACKNOWLEDGMENT OF NOTARY

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Derek Cooper, in his capacity authorized manager and agent of Trail Creek Ventures LLC, known to me to be the person whose name is subscribed to the foregoing instrument, namely the Declarations of Covenants, Conditions, Restrictions and Easements for Trail Creek Meadows Subdivision, and acknowledged to me that he executed the same.

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

_____, Notary Public for Idaho
Residing at Boise, Idaho
My commission expires:

Exhibit A
SUBDIVISION PLAT

Exhibit B

ARCHITECTURAL GUIDELINES

These Architectural Guidelines (“Guidelines”) are promulgated, pursuant to the Declaration of Covenants, Conditions and Restrictions for Trail Creek Meadows Subdivision (the “Declaration”).

The following guidelines and standards, including any amendments adopted by the ACC, shall apply to all structures constructed on any Lot:

Building Height: No dwelling shall exceed thirty-two (32) feet in height above the natural surface elevation of the ground on which it is constructed. Outbuildings such as barns, shops or sheds shall not exceed twenty-four (24) feet in height above the natural surface of ground on which it is constructed.

Chimneys: All exterior chimneys must be of stone, or brick and its cap shall be screened by a spark arresting metal shroud.

Square footage: No residence or dwelling for human habitation shall be less than 1000 square feet, excluding basement square footage.

Excavation: All excavation must be done so as to create a minimum disturbance on the Building Lot and surrounding properties. All dirt (not otherwise used) debris as a result of excavation should be incorporated back into the Lot or removed from the Lot. The design will be approved by the Architectural Control Committee (“ACC”).

Set Back: All Residences or Structures shall be set back a minimum of 50 feet from the access road and 20 feet from the all other Lot lines. Exceptions may be granted by the ACC in extraordinary circumstances.

Exterior Walls and Trim: Wood, cedar or redwood (painted masonry, stucco, natural or treated with semi-transparent stains), and stone siding are preferred for exterior walls and trims. Vinyl siding for other than soffit areas is not allowed. Concrete and concrete block products must be approved by ACC. Plywood veneer materials are not allowed. Hardboard or Hardie-board products are allowed if painted with natural or earthlike tones or colors.

Exterior Colors: Exterior colors of residence and other improvements should be designed to harmonize with the environment and are subject to approval by the Architectural Control Committee. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes must be painted to match or blend with surrounding materials. All such colors are subject to approval by the Architectural Control Committee.

Fencing: Fences are allowed on all lots. All fences shall be a 3-rail round pole wood material. A 2-rail round pole wood fence is permitted but only in the landscaped areas surrounding the Residence or in common areas. Woven wire mesh is permissible to be attached to the wood fence for pet retention. Where screened private areas are desired, the Architectural Control Committee will require the Owner to treat these areas as extensions of the architecture of the house. No board fences will be allowed. Any substitution for the standard design requires written approval from the ACC.

Roofs: Colored metal, slate, architectural asphalt shingles are allowed. Metal roof colors must be approved by the ACC. No wood shake roofs or masonry tile roofs are allowed.

Service Yards: When not provided by other structures, each residence should have a screened service yard, enclosing the garbage and trash containers and items of personality should be placed where they will not be seen from the streets, or neighboring Lots.

Mechanical Projections from Roof: Insofar as possible, plumbing vents should be grouped on that face of the roof which is opposite the street approach to the residence. The ACC will expect to see a statement to

this effect on the final drawings submitted. Gas or other chimney flues or pipes protruding from the roof exceeding two (2) feet in height shall not be allowed. Such pipes shall be located in a chimney chase of a design compatible to the architecture of the house.

Construction Timing and Landscape: All building construction commenced should be completed within twenty-four (24) months of commencement of construction.

Retaining Walls: No retaining walls shall be installed on a Lot except in conformance with good construction practices requiring adequate footings, adequate tie to the soil behind the wall, a proper degree of slant against the retained dirt and sufficient strength to hold the earth behind said wall; and any retaining wall over two (2) feet in height, either singularly or with other walls upon the same slope, must have plans drawn therefore, comply with building setbacks and the same be approved by Grantor before being installed.

Erosion Control Required: It shall be the duty of the Owner, and any contract agent or employee of the Owner, at any time doing any work upon a Lot or Building Site (a) to prevent erosion, by wind or water, of the Lot or Building Site, and (b) to only allow clean water to be discharged from a Building Site or Lot, preventing all sand, soil, rock, and other contaminants from being carried off in the water. During construction on a Building Site, property appropriate erosion barriers shall be maintained to control the discharge of water and any soil or sand therein. Drainage, including roof drainage water, shall be spread adequately across a large enough undisturbed area to allow its dispersal without erosion or damage.

Electric Service: All Lots will have access to underground electrical, no above ground surface distribution lines or poles shall be installed. The services shall be installed in road or easement right of way areas as platted. Each Owner agrees to pay all costs related to connection of the underground electricity or utilities and for underground service facilities as the condition precedent to connecting thereto. Grantor shall not be liable for the cost thereof but may recover funds advanced if any, to obtain preliminary installation.

Fire Plan Compliance: All Structures constructed on Lots shall be conducted in compliance with the guidance of Exhibit C – Firewise Construction Checklist and Exhibit D – Firewise Landscaping Checklist (see attached).

Exhibit C

Firewise Construction Checklist

“When considering improvements to reduce wildfire vulnerability, the key is to consider the home in relation to its immediate surroundings. The home’s vulnerability is determined by the exposure of its external materials and design to flames and firebrands during extreme wildfires. The higher the fire intensities near the home, the greater the need for nonflammable construction materials and a resistant building design.” Jack Cohen - USFS

1. Use Rated Roofing Material. Roofing material with a Class A, B or C rating is fire resistant and will help keep the flame from spreading. Examples include: Composition shingle or Metal.
2. Use Fire-Resistant Building Materials on Exterior Walls. Examples include: Cement, Plaster, Stucco, Masonry (concrete, stone, brick or block). Log or wood siding is acceptable but will require and emphasis on defensible space and fire protection.
3. Use Double-Paned or Tempered Glass. Double-pane glass can help reduce the risk of fracture or collapse during an extreme wildfire. Tempered glass is the most effective. For skylights, glass is a better choice than plastic or fiberglass.
4. Enclose Eaves, Fascias, Soffits and Vents. ‘Box’ eaves, fascias, soffits and vents, or enclose them with metal screens. Vent openings should be covered with 1/8” metal screen.
5. Protect Overhangs. Remove all vegetation and other fuels from around overhangs and other attachments (room additions, bay windows, decks, porches, carports and fences). Box in the undersides of overhangs, decks and balconies with noncombustible or fire-resistant materials.
6. Other Attachments. Fences constructed of flammable materials like wood should not be attached directly to the house. Anything attached to the house (decks, porches, fences and outbuildings) should be considered part of the house. These act as fuel bridges, particularly if constructed from flammable materials. If a wood fence is attached to the house, separate the fence from the house with a masonry or metal barrier. Decks and elevated porches should be kept free of combustible materials and debris. Elevated wooden decks should not be located at the top of a hill. Consider a terrace.

Exhibit D

Firewise Landscaping Checklist

The primary goal for Firewise landscaping is fuel reduction — limiting the level of flammable vegetation and materials surrounding the home and increasing the moisture content of remaining vegetation. This includes the entire ‘home ignition zone’ which extends up to 200 feet in high hazard areas.

Use the Zone Concept. Zone 1 is the 30 feet adjacent to the home and its attachments; Zone 2 is 30 to 100 feet from the home; Zone 3 is 100 to 200 feet from the home.

Zone 1 (All Hazard Areas) This well-irrigated area encircles the structure and all its attachments (wooden decks, fences, and boardwalks) for at least 30 feet on all sides.

1. Plants should be carefully spaced, low-growing and free of resins, oils and waxes.
2. Mow the lawn regularly. Prune trees up six to ten feet from the ground.
3. Space conifer trees 30 feet between crowns. Trim back trees that overhang the house.
4. Create a ‘fire-free’ area within five feet of the home, using non-flammable landscaping materials and/or high-moisture-content annuals and perennials.
5. Remove dead vegetation from under deck and within 10 feet of house.
6. Consider fire-resistant material for patio furniture, swing sets, etc.
7. Firewood stacks and propane tanks should not be located in this zone.
8. Water plants, trees and mulch regularly.
9. Consider xeriscaping if you are affected by water-use restrictions.

Zone 2 (Moderate and High Hazard Areas) Plants in this zone should be low-growing, well-irrigated, and less flammable.

1. Leave 30 feet between clusters of two to three trees, or 20 feet between individual trees.
2. Encourage a mixture of deciduous and coniferous trees.
3. Create ‘fuel breaks’, like driveways, gravel walkways and lawns.
4. Prune trees up six to ten feet from the ground.

Zone 3 (High Hazard Areas) Thin this area, although less space is required than in Zone 2. Remove smaller conifers that are growing between taller trees. Remove heavy accumulation of woody debris. Reduce the density of tall trees so canopies are not touching.

Maintaining the Firewise Landscape:

- Keep trees and shrubs pruned six to ten feet from the ground.
- Remove leaf clutter and dead and overhanging branches.
- Mow the lawn regularly and dispose of cutting and debris promptly.
- Store firewood away from the house.
- Maintain the irrigation system regularly.
- Familiarize yourself with local regulations regarding vegetative clearance, debris disposal, and fire safety requirements for equipment.