

GENERAL DECLARATION FOR DEER RIDGE AT SPRING VALLEY

THIS DECLARATION is made by Deer Ridge At Spring Valley, LLC, an Idaho limited liability company (“Declarant”), effective as of the date this Declaration is executed below.

ARTICLE 1 - GENERAL

1.1: Property Affected: Declarant owns certain real property in Boise County, Idaho, which is described on the attached **Exhibit A (“the Property”)**.

1.2: Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and, (c) to define certain duties, powers and rights of Owners.

1.3: Declaration: Declarant hereby declares that each Lot or portion of the Property, is and 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 Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot or portion thereof; (ii) shall inure to the benefit of every Lot or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

2.1: Articles: The Articles of Incorporation of the Association or other organizational or charter documents of the Association.

2.2: Assessments: Those payments required of Association Members, including Special and Limited Assessments of the Association as further defined in this Declaration. Additionally, the Association will pay to the Wild Rose Road Association each Owners’ share of the Wild Rose Road Association assessments.

2.3: Association: The Deer Ridge At Spring Valley Property Owners' Association, Inc.

2.4: Association Documents: The various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; and, (c) this Declaration, and all Amendments and Supplements to any of the aforementioned documents.

2.5: Board of Directors: The Board of Directors of the Association.

2.6: Bylaws: The Bylaws of the Association.

2.7: Declarant: Deer Ridge At Spring Valley, LLC, and any successor bulk purchaser of all or part of the Property or adjoining real property currently owned by Declarant, whom is designated in writing recorded with the Office of Recorder of Boise County, Idaho by Deer Ridge At Spring Valley, LLC as a successor Declarant. Declarant may assign all or any part of its rights and reservations in such a designated writing.

2.8: Declaration: This General Declaration.

2.9: Lot: A parcel of land subject to this Declaration which is: (a) identified as a Lot in any plat recorded against the Property; or, (b) identified as a parcel in any record of survey recorded against the Property which creates one or more parcels or revises the boundary of a lot or parcel. A lot may also be referred to herein as a “parcel”.

2.10: Member: A member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

2.11: Owner: That person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Boise County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation. As stated at Section 3.12, in the event that any Lot is divided into more than one Lot, the owner of each resulting portion of the Lot as divided shall become an Owner.

2.12: Person: A natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

2.13: Plat: A final plat or record of survey creating or amending the boundaries of a Lot, filed of record with the Boise County Office of Recorder..

2.14: Record or Recorded: The recordation of any documents in the Office of the County Recorder, Boise County, Idaho.

2.15: Wild Rose Road Association: The Wild Rose Road Association, Inc.

2.16: Wild Rose Road Association Documents: The various operative documents of the Wild Rose Road Association, including: (a) the Wild Rose Easement Agreement; and, (b) the Wild Rose Road Association, Inc. Articles of Incorporation of the Association; and, (c) the Bylaws of the Wild Rose Road Association; and, all amendments to any of the aforementioned documents.

2.17: Wild Rose Easement Agreement: That certain Reciprocal Access Easement Agreement recorded as Instrument No. #262857, as amended by that certain Amendment Reciprocal Access Easement Agreement recorded as Instrument No. 262898, and as amended by that certain Second Amendment to Reciprocal Access Easement Agreement recorded as Instrument No. _____, as the same may be further amended.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

3.1: Land Use and Living Units: All of the Parcels in the Property shall be used and occupied solely for single-family residential purposes. Accessory dwelling units, as may be approved by Boise County, are specifically allowable. Single family residential use shall

specifically include in-home businesses as provided at Section 3.7 below, and rentals of permitted at Section 3.15 below.

3.2: Single Family Primary/Secondary Dwelling Units/Accessory Structures:

A. A primary residential unit and an accessory secondary dwelling unit (also referred to as an “ADU”) may be built on a Lot as a single fee simple ownership if approved by Boise County.

B. The garage associated with a primary residential unit and/or an accessory dwelling unit may be attached or detached.

C. Additional associated outbuildings are allowed.

3.3: Improvements to be In Compliance with Fire Protection Plan: Construction of all improvements on any Lot, including but not limited to structures, landscaping and driveways, shall be in compliance with the Fire Protection Plan attached hereto.

3.4: Mobile Homes: No mobile homes, manufactured homes, trailers or campers shall be used on any Lot at any time as a residence, either temporarily or permanently, except as follows: (1) the Owner or builder may live in such a home during the period of construction of a residence, for a maximum of one year; and, (2) Owners, visitors and guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed 60 days consecutive duration nor more than a total of 180 days each calendar year. The above-stated restriction on manufactured homes is not meant to restrict the construction of log or cedar package homes, or similar homes.

3.5: Colors: The color of the exterior surfaces of any structure shall be subject to approval by the Board. Exterior colors may not be bright colors, including but not limited to bright red, blue, yellow, orange or green. For instance, bright red is not allowable, but a brick red would be allowable. The determination of whether a color is “bright” shall be in the discretion of the Board.

3.6: Motorcycles, and All Terrain Vehicles: All terrain vehicles, snowmobiles, motorcycles and other similar motorized vehicles may not be operated within the Property, except as follows: for direct ingress/egress to the Owner/Operator’s Lot; for low speed site seeing or meandering on the Owner/Operator’s Lot; or for maintenance, upkeep or repair of a Lot. No racing or race tracks of any kind shall be allowed.

3.7: In Home Businesses: An “In home business” which does not increase traffic, noise, or other impacts to neighbor is permitted. Such an in home business may not involve the coming and going of customers or clients, or storage on the Lot of vehicles, machinery, equipment or materials unless the impacts on other Lot owners will be negligible.

3.8: Prohibited Lot Uses:

A. No outdoor privy or any common cesspool shall be installed on any Lot at any time.

B. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

C. Any excavation which is not covered by a structure shall be properly filled within thirty (30) days of the completion of the underground work, which underground work shall be completed in not more than 90 days.

D. No hunting or discharging of firearms shall be allowed within the Property.

E. No noxious business or industry shall be allowed within the Property, including but not limited to the following: feed lots; and, mechanic shops with more than 3 vehicles of any kind parked outside which are waiting for repair or pick up upon completion. Elements contributing to whether a business or industry is considered noxious shall be visual, noise, odor, and health hazards.

3.9: Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her dwelling unit and all other improvements in good condition and shall cause them to be repaired as the affects of damage or deterioration become apparent. Each Owner shall maintain his or her Lot in good appearance at all times.

3.10: Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris and material, scrap material or other refuse, or receptacles or containers therefor, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections.

3.11: Nuisances: No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit.

3.12: Further Division of Lots: An Owner may further divide their Lot into separately saleable Lots or parcels, in accordance with Boise County ordinances, and other applicable governmental regulations. In such event, the owner of each portion of the Lot as divided shall be a Member of the Association, and an Owner hereunder.

3.13: Lighting: The following lighting standards shall apply:

(i) Outdoor or exterior lighting is limited to those areas used for circulation and occupied by people, including garages and walkways, decks, courtyards, and spas.

(ii) Lighting must be designed to avoid pollution of the night sky.

(iii) All exterior lighting shall be designed, located and lamped in order to prevent: overlighting or excessive lighting; energy waste; glare; light trespass; and skyglow. Light trespass is defined as: light falling on the property of another or the public right of way when it is not required to do so. Skyglow is defined as: the overhead glow from light emitted sideways and upward. Skyglow is caused by the reflection and scattering of light by dust, water vapor and other particles suspended in the atmosphere. Skyglow reduces one's ability to view the night sky.

(iv) Exterior lighting shall be turned off after waking hours and/or when not in use. Lights on a timer are encouraged. Sensor activated lights are permitted, provided: such lights are located in such a manner as to prevent glare and lighting onto properties of others or into a street; such lights are set to only go

on when activated and to go off within five (5) minutes after activation has ceased; and, such lights shall not be triggered by activity off the property.

(v) All lighting or illumination units or sources shall be hooded or shielded in a downward direction, so they do not produce glare or cause light trespass on any adjacent Parcel or other adjacent real property.

(vi) Lights or illumination units shall not direct light, either directly or through a reflecting device, upon any adjacent Parcel or real property. Lighting should not illuminate the sky or produce glare or cause light trespass on any adjacent lot or real property.

(vii) The installation of mercury vapor lamps is specifically prohibited.

(viii) Flashing or intermittent lights, lights of changing degree of intensity, or moving lights shall not be permitted. Flashing holiday lights are also included in this prohibition. Other non-blinking decorative and specialty lighting, including holiday-related decorative lighting, will be allowed within 3 weeks of the applicable holiday.

3.14: Utilities:

A. Electrical: The Declarant shall provide either overhead or underground electrical power service to each Lot. The purchaser and owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. However use of other alternative energy sources, such as solar energy, may be utilized. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted from the parcel line to the point of use on each parcel, except during the construction phase.

B. Water: Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners.

C. Septic: Sewage disposal for each Lot shall be supplied by means of individual septic systems, in accordance with applicable Boise County Ordinances and other applicable restrictions.

3.15: Rental: There shall be no separate rental of separate buildings on a single lot. Any owner may rent or lease their residence for a period of thirty (30) days or more. There shall be no rentals of a home or any portion thereof for a period of less than 30 days. Additionally, in the event of the rental of a home, the Owner shall assure that the renters/lessee are aware of this Declaration and shall incorporate the terms of this Declaration into any rental or lease agreement; the Owner shall be responsible for any violations by renters/lessees of any of the provisions of this Declaration.

3.16: Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to further divide Lots, to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and

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

ARTICLE 4 - ASSOCIATION OPERATION

4.1: Organization: The Association shall be initially organized as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or By-Laws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

4.2: Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

4.3: Classes of Membership/Voting Rights: The Association shall have one (1) class of membership, which shall be a voting membership.

4.4: No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein. As stated at Section 3.12, a Lot may be further divided in accordance with Boise County Ordinances, in which case each portion of the Lot as divided shall carry with it one vote, and the Owner of each such portion of the Lot as divided shall be a Member of the Association.

4.5: Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended

from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association By-Laws.

4.6: Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is the later of the following: (i) January 31, 2045; or, (ii) 60 days after all parcels in the Property are sold to third parties who are not assigned any rights as a successor Declarant.

Such date is herein referred to as "the Transfer of Control Date".

4.7 Wild Rose Road Association. In addition to being a member of the Deer Ridge At Spring Valley Property Owners' Association ("Association"), each Owner shall be a member of the Wild Rose Road Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one membership in the Wild Rose Road Association for each Lot owned by Declarant. Governance of the Wild Rose Road Association shall be in compliance with the Wild Rose Road Association Documents.

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

5.1: General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

5.2: Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, and 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 the Association under Idaho law and under this Declaration, and the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

A. Assessments: The power to levy Assessments on any Owner or any portion of the Property 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 who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, and to enforce by injunction or otherwise, all provisions hereof.

C. Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the

Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

D. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

E. Power to Obtain Insurance: The Association shall have the power to obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.

5.3 Duties of the Association: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and By-Laws without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

A. Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

B. Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair all non-public, common easement and access roads within the Property which are identified on the recorded Plat of the Property and which are necessary to provide access to the Lots within the Property. This obligation shall include, but not be limited to, compliance with the terms of the Wild Road Easement Agreement and the Wild Rose Road Association Documents.

ARTICLE 6 – ROADS / DRIVEWAYS / EASEMENTS

6.1: Wild Rose Drive: All Lots in the Property are accessed by Wild Rose Drive. Access, use and maintenance of Wild Rose Drive is governed by the Wild Rose Road Association Documents.

6.2 Driveway Easements: The following apply to any Driveway Easements shown on any Plat for the Property:

(a) The driving surface of all Driveway Easements shall be completed to a gravel surface by the Declarant at or before the time that an occupancy permit is granted for any Lot with use of the Driveway Easement.

(b) The Owners of the Lots sharing the Driveway Easement shall maintain the driving surface of Driveway Easements, in good condition. The Owners of the Lots sharing the Driveway Easement shall share equally in the cost of all such maintenance, including snow plowing, beginning with that date upon which a Building Permit is issued

for the construction of a home on a Lot. Therefore, no contribution shall be required from any Owner who has not yet obtained a Building Permit.

(c) Any damage to a Driveway Easement incurred due to construction shall be repaired at the expense of the Owner doing the construction.

6.3: Additional Roads: If any additional roads are platted in the Property, The Owners of the Lots sharing the additional road shall maintain the driving surface of road, in good condition The Owners of the Lots sharing the additional road shall share equally in the cost of all such maintenance, including snow plowing, beginning with that date upon which a Building Permit is issued for the construction of a home on a Lot. Therefore, no contribution shall be required from any Owner who has not yet obtained a Building Permit.

6.4: Declarant's Reservations:

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual, non-exclusive easement on and across Wild Rose Drive for the benefit of the Property Currently Owned by Declarant, for ingress, egress and utilities ("Road Easement"). Declarant may grant rights of use in the Road Easement to future purchasers of all or portions of the Property, and to any additional third parties, in Declarant's sole discretion.

B. Declarant hereby creates and reserves to itself, in perpetuity, the right to maintain and improve Wild Rose Drive and any other road platted in the Property, in Declarant's discretion.

C. Declarant hereby creates and reserves to itself, in perpetuity, and, to the Association upon the Transfer of Control Date: perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, and in and across all roads described in this Article 6, or otherwise created within the Property by deed, Plat or record of survey, for use of all or part of such areas for utility lines (ex: telephone, electricity, cable television, gas), for water and waste water lines, for drainage and for other similar or dis-similar facilities and purposes, and for any one or more such purposes.

D. If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Property to the first Owner thereof other than Declarant. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

ARTICLE 7 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS

7.1: Period of Declarant's Rights and Reservations: In addition to those easements and rights reserved by Declarant in Article 6 above, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements reserved above and

hereinafter set forth shall be prior and superior to any other provisions of the Association documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as a consent to any other amendment. Declarant's said rights shall survive the Transfer of Control Date, as defined at Section 4.6.

7.2: Declarant's Future Development Rights: Declarant shall have the following development rights in perpetuity: Declarant may further divide any Lot owned by Declarant in the Property. Such division may alter the rights and responsibilities of the Association and owners in the following ways:

1. Additional owners may be added to the Association, thereby diluting the relative effect of an Property Owner's vote;
2. Additional private roads may be conveyed to the Association, thereby affecting the Association's road maintenance and repair budget;
3. Additional common areas and amenities may be created and, upon acceptance by the Association, may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,
4. The Association may incur other expenses as a result of such division.

7.3: Successor Declarant: For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise all or part of Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration.

ARTICLE 8 - ASSESSMENTS

8.1: Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Property each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owners personal obligation regardless of whether he remains an Owner.

8.2: Regular Assessments: There are currently no regular assessments, as all assessments for road maintenance, repair and paving are made through Limited Assessments, and there are no community utilities or common areas for the Association to maintain.

8.3: Special Assessments: In the event that the Board shall determine that Assessments will be necessary for a given calendar year to cover expenses of the Association, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for reserves therefor, or for any other reason, the Board shall determine the amount necessary to defray such expenses and levy a Special Assessment. The Board shall cause to be prepared and delivered to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the Special Assessment, and the budget therefor. After the transfer of control, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, which are present at a properly scheduled meeting of the Members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4: Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member for the following purposes:

A. To cover the expenses of an Owner's share of maintenance, repair, and paving of roads, as further detailed at Article 6 above; and,

B. To cover an Owners' share of the Wild Rose Road Association assessments, to be paid to the Wild Rose Road Association; and,

C. As a remedy to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

8.5: Allocation of Assessment: Special assessments shall be allocated to owners of Lots in a manner determined by the Board to best reflect the benefits received by the special assessment. If the Board does not specify an allocation, the special assessments shall be fixed at a uniform rate per Lot for all members of the Association.

8.6: Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

8.7: Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board. at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

8.8: Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or

otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. Enforcement by Suit: By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. Enforcement by Lien: There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 8.7 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner,
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as

Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Boise County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Lot.

ARTICLE 9 - GENERAL PROVISIONS

9.1: Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each Lot in DEER RIDGE AT SPRING VALLEY and of the owners thereof and for the benefit of DEER RIDGE AT SPRING VALLEY as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

9.2: Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

9.3: Amendment of the Declaration:

A. By Declarant. Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting forth such amendment or termination.

B. By the Board. Except as limited or committed to action by the Members, either by the Articles, the Bylaws, or this Declaration, the Board shall have the power to amend the Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the Members shall amend any portion of the Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or Member.

C. By the Members. Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least two-thirds (2/3) of those

members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided, this Declaration may not be terminated except upon approval by at least ninety percent (90%) of the membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination.

9.4: Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 7.3 above, which consent may be withheld by Declarant for any reason whatsoever. Until the Transfer of Control Date specified in Section 4.6 above, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

9.5: Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

9.6: Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

9.7: Costs and Attorneys Fees: In any action or proceeding under the Association documents, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

9.8: Limitation of Liability: The Association, Board of Directors, Declarant and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

9.9: Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

9.10: Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

9.11: Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

9.12: Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

9.13: Conflicts in Documents: In case of any conflict between this document and the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall control.

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

DEER RIDGE AT SPRING VALLEY, LLC

NEAL VAVRA, Manager

STATE OF IDAHO,)
(ss.
County of _____.)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State, personally appeared NEAL VAVRA known or identified to me to be the Manager of DEER RIDGE AT SPRING VALLEY, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

EXHIBIT LIST

EXHIBIT	DESCRIPTION
A	Legal Description of the Property
B	Fire Protection Plan

EXHIBIT A

Legal Description of the Property

[To be provided by Chip]

EXHIBIT B

FIRE PROTECTION PLAN BEING FIREWISE

The **access** to the subdivision is via Wild Rose Dr from Summit Ridge Road, 43 50'44.5"N -116 14'23.8"W .

Ingress and Egress:

Ingress will be from Wild Rose Dr from Summit Ridge Road, 43 50'44.5"N -116 14'23.8"W .

Egress will be from Wild Rose Dr, 43 85'63.2"N -116 24'77.98" W to Crestview or Wild Rose Dr 43 85'71.39"N -116 25'85.68"W to Pearl Road.

Water Supply Sources: Individual Wells

Building Construction: Per Firewise specifications

- Ignition resistant building materials.
- Ignition resistant building techniques.
- Driveway access for fire apparatus.
- Vegetation plans for new residences and subdivisions that provide defensible space.
- Sprinkler systems on structures over 5000 sq. ft.
- Proper address labels for emergency response.
- Other restrictions on outdoor burning, outside storage, etc
- *Class A roofs* are able to withstand severe exposure to fire and should be the choice for anyone living in wildland/urban interface areas. Materials include asphalt fiberglass composition shingles, concrete or clay tiles, brick, slate, fiber-cement products, and metal.
- *Class B roofs* are able to withstand a moderate exposure to fire and include fire retardant pressure-treated shakes and shingles.
- *Class C roofs* are able to withstand light exposure to fire and include plywood and particleboard

Vents

Vents on homes create openings for flying embers.

- Cover all vent openings with 1/16-inch to 1/8-inch metal mesh. Do not use fiberglass or plastic mesh because they can melt and burn.
- Use Ember and flame resistant vents (WUI vents).

Eaves and Soffits

Eaves should be boxed in (soffited-eave design) and protected with ignition-resistant* or noncombustible materials.

Windows

Heat from a wildfire can cause windows to break even before the home is on fire. This allows burning embers to enter and start fires inside. Single-paned and large windows are particularly vulnerable.

- Install dual-paned windows with one pane of tempered glass to reduce the chance of breakage in a fire.
- Consider limiting the size and number of windows that face large areas of vegetation.
- Install screens in all usable windows to increase ember resistance and decrease radiant heat exposure

Walls

Wood products, such as boards, panels or shingles, are common siding materials. However, they are flammable and not good choices for fire-prone areas.

- Build or remodel your walls with ignition resistant* building materials, such as stucco, fiber cement wall siding, fire retardant, treated wood, or other approved materials. This is especially important when neighboring homes are within 30-feet of the home.
- Be sure to extend materials from the foundation to the roof.
- Smaller spaces, such as the roof-to-wall area, should have their siding relaced with a noncombustible material.

Decks

Surfaces within 10 feet of the building should be built with ignition-resistant*, noncombustible, or other approved materials.

- Create an ember-resistant zone around and under all decks and make sure that all combustible items are removed from underneath your deck.
- If a deck overhangs a slope, create and maintain defensible space downslope from the deck to reduce the chances of flames reaching the underside of the deck.

Rain Gutters

Keep rain gutters clear or enclose rain gutters to prevent accumulation of plant debris.

- Install a corrosion-resistant and noncombustible metal drip edge for additional protection of the combustible components on your roof's edge.

- Use a noncombustible gutter cover to prevent buildup of debris and vegetation in the gutter

Patio Cover

Use the same ignition-resistant* materials for patio coverings as a roof.

Chimney

Cover your chimney and stovepipe outlets with a non-flammable screen. Use metal screen material with openings no smaller than 3/8-inch and no larger than 1/2-inch to prevent embers from escaping and igniting a fire.

- Close the fireplace flue during fire season when the chimney is not being used.

Garage

Have a fire extinguisher and tools such as a shovel, rake, bucket, and hose available for fire emergencies.

- Add a battery back-up to the garage door motor so that the garage can easily be operated if power is out.
- Install weather stripping around and under the garage door to prevent embers from blowing in.
- Store all combustible and flammable liquids away from ignition sources.
- Treat windows and vents in the garage the same way as if it was a part of the house.

Fences

Best practice is to separate your fence from your house or upgrade the last 5-feet of the fence to a noncombustible material to reduce the chance of the fence from bringing fire to your home.

Driveways and Access Roads

Driveways should be built and maintained in accordance with state and local codes to allow fire and emergency vehicles to reach your home. Consider maintaining access roads with a minimum of 10 feet of clearance on either side, allowing for two-way traffic.

- Ensure that all gates open inward and are wide enough to accommodate emergency equipment.
- Trim trees and shrubs overhanging the road to allow emergency vehicles to pass.

Address

Make sure your address is clearly visible from the road.