

**DECLARATION
OF
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
ADAMS MILLER PLACE
SUBDIVISION**

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**DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ADAMS MILLER PLACE SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions and Easements for Adams Miller Place Subdivision (this "**Declaration**") is made effective as of this ____ day of _____, 2025, by Kevin R. Miller ("**Grantor**"). Capitalized terms not otherwise defined in the text hereof are defined in Article 1.

WHEREAS, Grantor owns those certain residential lots legally described as follows (collectively, the "**Project**"):

Lots 1 through 4, Block 1 of the Adams Miller Place Subdivision plat, according to the official plat thereof, recorded as Instrument No. _____ in the real property records of Boise County, Idaho in Book __ of Plats, at page _____ (the "**Plat**").

WHEREAS, Grantor desires to execute and record this Declaration to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes that will apply to the Project, which are designed to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high-quality development.

NOW, THEREFORE, Grantor hereby declares that the Project, and each Lot or portion therein, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved in accordance with this Declaration, which is hereby declared to be in furtherance of a general plan to protect, enhance, and preserve the value, amenities, desirability, and attractiveness of the Project and to ensure a well-integrated, high quality development. This Declaration shall: (a) run with the land and shall be binding upon any person or entity having or acquiring any right, title or interest in any Lot or portion of the Project; (b) inure to the benefit of every Lot or portion of the Project; and (c) inure to the benefit of and be binding upon Grantor and each Owner having or holding any right, title, or interest in any Lot or portion of the Project, and their successors, heirs, and assigns.

**ARTICLE 1
DEFINITIONS**

"**Building Envelope**" means the area within a Lot where a residential structure and accessory structures may be located. The Building Envelope shall be that portion of the Lot not located within easements or setback required by this Declaration, the Plat, or applicable law.

"**Access and Utility Easement**" has the meaning set forth in Section 3.2.

"**Project**" has the meaning set forth in the opening recitals to this Declaration.

"**Declaration**" means this Declaration of Covenants, Conditions, Restrictions and Easements for Adams Miller Place Subdivision.

"Grantor" has the meaning set forth in the opening recitals to this Declaration.

"Home Occupation" has the meaning set forth in Section 2.1.

"Improvement" means any structure, facility, system or object, whether permanent or temporary, which is installed, constructed, placed upon or allowed on, under or over any portion of the Project, including residential structures, accessory buildings, fences, streets, drives, driveways, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, vegetation, rocks, lights, mailboxes, electrical lines, pipes, pumps, ditches, grading, road construction, and utility improvements.

"Plat" has the meaning set forth in the opening recitals to this Declaration.

"Lot" means any lot depicted on the Plat or any amendment thereto.

"Mortgage" means any mortgage, deed of trust, or other document pledging any portion of the Project or interest therein as security for the payment of a debt or obligation.

"Occupant" means any resident or occupant of a Lot.

"Owner" means the record owner, whether one or more persons or entities, holding fee simple interest of record to a Lot, and buyers under executory contracts of sale, but excluding those persons or entities having such interest merely as security for the performance of an obligation, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or other proceedings.

ARTICLE 2 GENERAL AND SPECIFIC OBLIGATIONS AND RESTRICTIONS

2.1 Residential Use. All Lots shall be used exclusively for residential purposes and other uses incidental thereto as permitted under any applicable law. Except for Home Occupations permitted pursuant to this Section, no Lot shall be used at any time for commercial or business activity. A **"Home Occupation"** shall be any gainful occupation conducted on a Lot by an Owner or Occupant of the Lot, provided that the home office or studio located thereon does not exceed 500 square feet in size and is entirely within a dwelling or accessory structure, and further provided that such Home Occupation is conducted in accordance with the other terms and limitations of applicable law. A Home Occupation may include the sale of agricultural products produced within the Project, which may be sold from fruit stands within the Project. No Home Occupation may (a) involve highly combustible materials, (b) involve retail operations, (c) use equipment or tools where the dimensions, weight or power rating are beyond normal household equipment or tools, (d) cause abnormal automotive or pedestrian traffic in the Project, (e) be unreasonably objectionable due to unsightliness, odor, dust, smoke, noise, glare, heat, vibration or similar disturbances, or (f) involve dispatch activities where employees meet in the Project and are sent to other locations. The use of a Lot for a shelter home, as the same is defined in Idaho Code § 67-6530, whether or not operated for profit, shall for the purposes of this Declaration be a commercial or business use.

2.2 Construction within Building Envelope. All building structures shall be constructed within the Building Envelope located upon each Lot.

2.3 Exterior Maintenance Obligations. Each Owner shall keep all Improvements on such Owner's Lot in good condition and repair, in a safe and attractive condition.

2.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Project, including vacant Lots, and no odor shall be permitted to arise from any portion of the Project so as to render the Project or any portion thereof unsanitary, unsightly, offensive or detrimental to the Project, or to any other property in the vicinity of the Project. No business or Home Occupation, no noise, no exterior fires (other than camp fires), no unsightliness or other nuisance shall be permitted to exist or operate upon any portion of the Project so as to be offensive or detrimental to the Project or to its occupants or residents or to other property in the vicinity or to its occupants or residents, or in violation of any federal, state or local law, rule, regulation or ordinance. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Project. Notwithstanding the foregoing, for so long as Declarant is the Owner of Lot 3, Lot 3 does not have to comply with the provisions of this Section. At such time as Declarant no longer owns Lot 3, Lot 3 must comply with all of the terms and conditions of this section.

2.5 Animals. Owners shall be permitted to keep and maintain any animals permitted by applicable laws, rules, ordinances and regulations. All animals (other than domestic pets) shall be kept within fences upon the Owner's Lot. The Owner shall be responsible for repairing any damage caused by such Owner's animals to the property of any other Owner.

2.6 No Hazardous Activities. No activities shall be conducted in the Project, and no Improvements shall be constructed in the Project which are or might be unsafe or hazardous to any Owner or Occupant.

2.7 No Pesticide/Herbicide Use. No Owner or Occupant shall use any chemical herbicide or pesticide within forty (40) feet of the property line of Lot 3. Nothing herein shall restrict an Owner or Occupant from using natural alternatives to chemical herbicides or pesticides which do not cause harm to the environment or to human health.

2.8 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Project or which would be in violation of any law.

2.9 Vehicles and Equipment. No abandoned or inoperable vehicles (defined as any vehicle which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer), dilapidated or unrepaired and unsightly vehicles shall be placed upon any portion of the Project, including but not limited to streets, parking areas and driveways, unless the same are parked or placed entirely within the garage on a Lot. An Owner may park on such Owner's Lot work vehicles and equipment associated with such Owner's employment, or farm equipment used for active farming activities on such Owner's Lot provided such vehicles or equipment is not inoperable or abandoned. Such vehicles and equipment do not have to be located within a garage. Notwithstanding the foregoing, for so long as Declarant is the Owner of Lot 3, Declarant may keep no more than 5 inoperable vehicles upon Lot 3 which do not have to be placed within a garage. At such time as Declarant no longer owns Lot 3, Lot 3 must comply with the provisions of this section.

2.10 Leasing. In order to maintain the character of the Project as primarily a community for Owner-occupants, no Owner will be permitted to lease any residential structure located on such Owner's Lot for less than a one-year term.

2.11 **Water Supply Systems.** Each Owner shall be responsible for installing, constructing, operating, repairing and maintaining a separate or individual water supply system for such Owner's Lot. Such system shall be approved by all government authorities having jurisdiction and shall be designed, located, constructed and equipped in accordance with the requirements, standards and requirements of such governmental authorities.

2.12 **Sewage Disposal Systems.** Each Owner shall be responsible for installing, constructing, operating, repairing and maintaining a separate or individual sewage disposal system for such Owner's Lot. Such system shall be approved by all government authorities having jurisdiction and shall be designed, located, constructed and equipped in accordance with the requirements, standards and requirements of such governmental authorities.

2.13 **Drilling or Mining.** No Owner or Occupant shall be permitted to engage in any commercial drilling or mining activity upon any Lot within the Project.

2.14 **No Further Subdivision.** No Lot may be further subdivided unless the subdivision is approved by the Board, and then only in accordance with applicable law.

2.15 **Fire Protection Plan.** Each Owner shall construct all Improvements and maintain such Owner's Lot in accordance with the Fire Protection Plan attached here to Exhibit A, and incorporated herein by this reference.

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ARTICLE 3 EASEMENTS

3.1 **Recorded Easements.** The Project shall be subject to all easements shown on any easements that are established or of record, including easements set forth on the Plat.

3.2 **Access and Utility Easement.** There is hereby established a perpetual, non-exclusive ingress/egress easement on, over, across, under and through Lot 3 for the benefit of Lot 4 in the location shown on the site plan attached hereto as Exhibit AB, and incorporated herein by this reference.

3.3 **Easements of Access.** There shall be reciprocal appurtenant easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement, such as fencing, retaining walls, lighting facilities, mailboxes, and trees and landscaping.

3.4 **Improvements in Utility Easements.** No Owner shall construct or alter any Improvements in any utility easement areas which would interfere with the easement being used for its intended purpose. Such Owners may install and maintain Improvements on such easement areas so long as such Improvements are permitted by the terms of the easement and such Improvements will not interfere with or prevent the easement areas from being used for their intended purposes. No lawful user of the easement shall incur any liability to such Owner for the damage or destruction of such Improvements.

3.5 **Emergency Easement.** A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies to enter upon the Project in the proper performance of their duties.

3.6 **No Additional Easements.** No Owner shall have the right to grant an access easement for the benefit of any property outside of the Project on, over or across any portion of the Project without the consent of all Owners within the Project. Notwithstanding the foregoing, this restriction shall not prohibit an Owner from granting an easement for utility providers for the benefit of such Owner's Lot, nor shall it prohibit access to any adjacent property owned by an Owner.

3.7 **Easements Deemed Created.** All conveyances of Lots made after the date of the recording of the Declaration, whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 3 and elsewhere in this Declaration, even though no specific reference to such easements or to this Article 3 or elsewhere in this Declaration appears in the conveyance instrument.

ARTICLE 4 CONSTRUCTION, USE AND MAINTENANCE OF ACCESS AND UTILITY EASEMENT

4.1 **Construction of Access and Utility Easement.** The Owner of Lot 4 shall be responsible for upgrading the driveway improvements upon the Access and Utility Easement in accordance with any requirements of Boise County, Idaho.

4.2 **Use of Access and Utility Easement.** The Access Easement shall be used by the Owners and Occupants of Lot 4, and the agents, guests and invitees of the Owners and Occupants of Lot 4, in common with the Owners and Occupants of Lot 3, and their agents, guests and invitees for the purposes of vehicular and pedestrian ingress and egress to and from the Lots 3 and 4 and Jerusalem Road, and for the placement of utilities to serve Lots 3 and 4. Following any Owner's use of the Access and Utility Easement for the placement of utilities, the Owner so using the Access and Utility Easement shall cause the Access and Utility Easement to be restored to the condition prior to such use.

4.3 **Limitation on Use of Access and Utility Easement.** No Owner or Occupant of any Lot shall place, replace, install, construct, repair or maintain any improvements, landscaping or obstruction on the Access and Utility Easement other than the roadway improvements and any utilities necessary to serve the Lots. There shall be no parking or placement of vehicles, machinery, trailers, boats or any similar recreational or maintenance items upon the Access and Utility Easement which would have the effect of blocking access to any of the Lots. Nothing shall be stored upon the Access and Utility Easement. In the event any Owner or Occupant of any Lot shall place, install or construct any such improvement upon the Access and Utility Easement (a "Default"), the non-defaulting Owners, Occupants, or their successors or assigns, after ten (10) days prior notice to the defaulting Owner or Occupant, shall have the right to take or complete any action it deems appropriate to cure the Default. All costs and expenses incurred by the non-defaulting Owner, its successors or assigns in remedying the Default shall be charged to the defaulting Owner.

4.4 **Maintenance of Access and Utility Easement.** At any time when only one of Lots 3 or 4 is improved with a residential structure, then the Owner of the Lot upon which such structure is located shall be solely responsible for all costs of regular maintenance of the roadway improvements (including snow removal). Notwithstanding the foregoing, any repair or replacement of the roadway improvements shall be shared equally by the Owners of Lots 3 and 4, whether or not a residential structure has been constructed. At such time as both Lots 3 and 4 are improved with a residential structure, all costs of regular maintenance (including snow removal), of the roadway improvements located upon the Access and Utility Easement shall be

shared equally by the Owners of Lots 3 and 4. If the roadway improvements need to be repaired or replaced, the Owners shall agree upon the scope of work and shall obtain three (3) bids for the work to be performed. The contractor with the lowest bid shall complete the repair work unless the Owners otherwise agree to use a different contractor. The contractor shall bill each Owner for one-half of the total cost of the work. If any Owner fails to pay, the contractor shall have no rights against the other Owner or the other Owner's Lot. In the event any Owner fails or refuses to pay when due its share of any bill for any repairs, or the cost of curing any default as set forth in this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice thereof, such failure shall constitute a default and legal action for reimbursement of such costs plus interest may thereafter be instituted against the defaulting Owner by the other Owner or by any contractor performing the work. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to five percent (5%) (the "Default Rate"). Furthermore, the curing Owner or contractor shall have a lien on the defaulting Owner's Lot for the amount of said expenses plus accrued interest as set forth above.

ARTICLE 5 DEFAULT AND REMEDIES

5.1 Default.

Except as otherwise provided herein, a person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten (10) days in the event of failure to pay money) from receipt of written notice from any Owner specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten (10) days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

5.2 Remedies.

In the event any Owner defaults in the performance of any maintenance obligation or other provision of this Declaration, any other Owner may thereafter (i) cure such default; (ii) institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, or monetary damages; or (iii) seek any other remedy provided by law. If an Owner (a "Curing Owner") elects to cure such default, the Curing Owner shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days within which to pay the Curing Owner. If the defaulting Owner does not so pay, the Curing Owner shall have a lien on the Lot of the defaulting Owner for the amount of the expenses incurred, plus interest thereon. Interest shall accrue from the date said bill was due and payable to and including the date said bill is paid at a rate equal to five percent (5%) (the "Default Rate"). Provided, however, if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Lot until ten (10) days after such dispute is settled by final court decree or mutual agreement and payment thereof to the Curing Party has not been made.

5.3 Lien for Expenses.

5.3.1 Establishing Lien. The lien provided for in Section 5.2 above shall only be effective when filed of record by the Curing Owner as a claim of lien against the Lot of the

defaulting Owner in the office of the recorder of the county in which the Property is located, signed and verified, which shall contain at least:

5.3.1.1 An itemized statement of all amounts due and payable pursuant hereto;

5.3.1.2 A description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien;

5.3.1.3 The name of the defaulting Owner; and

5.3.1.4 The name and address of the Curing Owner.

5.3.2 **Priority.** The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting Owner and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5.3.3 **Release of Lien.** Upon payment of the sum secured by a lien, the lienholder shall promptly file of record a release of such lien.

ARTICLE 6 TERM

The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The remainder of this Declaration shall run until December 31, 2055 and thereafter shall be automatically extended for successive periods of ten (10) years each, unless earlier amended or terminated in accordance with Section 7.2.

ARTICLE 7 MISCELLANEOUS

7.1 **Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Project. As used herein, the word "including" shall be deemed to be followed by "but not limited to" unless otherwise indicated. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

7.2 **Amendments.** This Declaration may be amended or terminated only by the unanimous consent of all Owners.

7.3 **Notices.** Any notices, invoices, consents, approvals or other communications required or permitted by this Declaration shall be in writing and may be delivered personally, by electronic mail or by U.S. mail. Each Owner shall be deemed to have received any notice when such notice is actually received by such Owner (regardless of the method of delivery) or when such notice is delivered to the address of such Owner as set forth in the tax records of Boise

County, Idaho. Notices delivered by U.S. Mail shall not be deemed received until three (3) business after posting.

7.4 **Governing Law.** This Declaration shall be governed by the laws of the State of Idaho without regard to its conflicts of law principles. Any legal action to interpret or enforce this Declaration shall be filed exclusively in the state or federal courts situated in Boise County, Idaho.

7.5 **Severability.** Each provision of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

7.6 **Entire Agreement.** This Declaration is the sole agreement between the parties with respect to the subject matter herein and supersedes all prior understandings and agreements with respect to the subject matter hereof.

7.7 **No Third Party Beneficiaries.** This Declaration and each and every provision herein is for the exclusive benefit of Grantor and the Owners and not for the benefit of any third party.

7.8 **No Waiver.** No waiver, forbearance, delay, indulgence or failure by any Owner to enforce any of the provisions of this Declaration shall in any way prejudice or limit the Owner's right thereafter to enforce or compel strict compliance with the provision hereof, any course of dealing or custom of the trade notwithstanding. No delay or omission on the part of any Owner shall operate as a waiver thereof, nor shall any waiver by any Owner of any breach of this Declaration operate as a waiver of any subsequent or continuing breach of this Declaration.

7.9 **Enforcement; Remedies.** The failure of any Owner or Occupant to comply with applicable law pertaining to the ownership, use or occupancy of any Lot within the Project, or to comply with any provision of this Declaration, is hereby declared a nuisance and gives rise to a cause of action in Grantor and any affected Owner for recovery of damages or for negative or affirmative injunctive relief or both enforce the provisions hereof only as set forth in this Declaration. Each remedy provided herein is cumulative and not exclusive. If any party initiates or defends any legal action or proceeding to interpret or enforce any of the terms of this Declaration, the substantially prevailing party shall be entitled to recover any costs and attorneys' fees reasonably incurred therein.

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DATED effective as of the year and day first written above.

“Grantor”

Kevin R. Miller

State of Idaho)
) ss.
County of _____)

This record was acknowledged before me on the ____ day of _____, 2025,
by Kevin R. Miller.

Notary Public for Idaho
Residing at _____
My Commission expires _____

EXHIBIT A
Fire Protection Plan

FIRE PROTECTION PLAN: "BEING FIREWISE"
OF ADAMS MILLER PLACE SUBDIVISION.

The Access: to the subdivision is about 2.30 miles off Hwy 55 past downtown horseshoe bend, then taking a right 2 miles up Porter Creek Rd.

Latitude: 43°57'33.78"N **Longitude:** 116° 9'20.46"W

Ingress: will be from the start of 11 Jerusalem Rd, approximately at 43°57'33.9"N 116°09'21.5"W.

Egress: will be at the same point, (43°57'33.9"N 116°09'21.5"W) as this appears to be a shared two-way entry/exit road allowing both entrance and exit via the same access route.

Water Supply Sources: Individual wells and individual septic systems

Defensible Space: Per Firewise specifications

Fire Evacuation Plan: fire exit as per egress above

Fire Protection Agencies: Horseshoe Bend Fire Department.

Fuel Types: Sage bush, grasses, dead grass

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 moderate exposure to fire and include fire retardant pressure-treated shakes and shingles.

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- 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 are 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 replaced with 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 the 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 bringing fire to your home.

Driveways and Access Roads

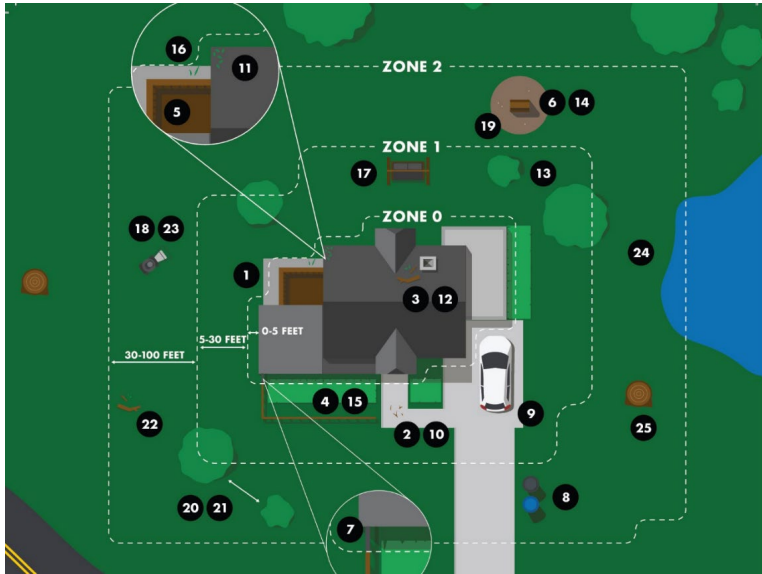
Driveways should be built and maintained in accordance with state and local codes to allow fire and emergency vehicles to reach your home. Consider maintaining access roads with a minimum of 10 feet of clearance on either side, allowing for two-way traffic.

- 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.

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Zone 0 extends from 0 to 5 feet from buildings, structures, decks, etc.

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1. Use hardscape like gravel, pavers, concrete and other non-combustible mulch materials. NO combustible bark or mulch.
2. Remove all dead and dying weeds, grass, branches and vegetative debris. Check your roofs, gutters, decks, porches, stairways, etc.
3. Remove all branches within 10 feet of any chimney or stovetop outlet.
4. Limit combustible items (outdoor furniture, planters, etc.) on top of decks.
5. Relocate firewood and lumber to Zone 2.
6. Replace combustible fencing, gates, and arbors attached to the home with non-combustible alternates.
7. Consider relocating garbage and recycling containers outside this zone.
8. Consider relocating boats, RV's, vehicles and other combustible items outside this zone.

Zone 1 extends 5 to 30 feet from buildings, decks, and other structures.

9. Remove all dead plants, grass and weeds (vegetation).
10. Remove dead or dry leaves and pine needles from your yard, roof, and rain gutters.
11. Remove branches that hang over the roof and keep dead branches 10 feet away from your chimney or stovepipe outlet.

12. Trim trees regularly keep branches a minimum of 10 feet from other trees.

13. Relocate exposed wood piles outside of Zone 1.

14. Remove or prune flammable plants and shrubs near windows.

15. Remove vegetation and items that could catch fire from around and under decks.

16. Create a separation between trees, shrubs, and items that could catch fire such as patio furniture, wood piles, swing sets, etc.

Zone 2 extends from 30 feet to 100 feet from buildings, structures, and decks, etc.

17. Cut or mow annual grasses to a maximum height of four inches.

18. All exposed wood piles must have a minimum 10ft clearance around them down to bare mineral soil in all directions.

19. Create horizontal space between shrubs and trees.

20. Create vertical space between grass, shrubs, and trees.

21. Remove fallen leaves, needles, twigs, bark, cones, and small branches. However, they may be permitted to a depth of three inches.

All Zones

22. Mow before 10 am, but never when it is windy or excessively dry.

23. Protect water quality. Do not clear vegetation near waterways to bare soil. Vegetation removal can cause soil erosion- especially on steep slopes.

24. Logs or stumps embedded in the soil must be removed in Zone 0. In Zones 1 and 2 they need to be removed or isolated from other vegetation.

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EXHIBIT B
Depiction of Access and Utility Easement

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