

INSTRUMENT NO. 101531
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Instrument # 101531

COUNCIL, ADAMS, IDAHO

2002-05-02

11:13:02 No. of Pages: 6

Recorded for : TIMBERLINE TITLE & ESCROW

MICHAEL FISK

Fee: 18.00

Ex-Officio Recorder Deputy

Index to: COVENANTS

**BUILDING RESTRICTIONS AND PROTECTIVE COVENANTS
OF HIDDEN CANYONS, INC.**

KNOW ALL MEN BY THESE PRESENTS: That we, HIDDEN CANYONS, INC., a corporation, hereinafter referred to as Grantor, do hereby certify and declare:

Section 1. General Provisions: The Grantor is the owner of said land (legal description attached) in Adams County, State of Idaho. That Grantor does hereby establish a general plan for development, improvement, maintenance, and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

Section 2. Definition of Terms: That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantors, and to their administrators, executors, Personal Representatives, heirs and assigns, and to any person or persons, or corporation to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation, or association who originally purchases a parcel of land from the Grantor, but also to any person, corporation, or association who hereafter shall assert or claim any right, title, claim, or interest in and to said land or any lot, piece, or parcel thereof, whether as successors in title, voluntarily or by operation of law.

The term "Parcel" shall refer to a piece of real estate which is separately described, and which is recognized by Adams County as a legal and separate piece or parcel thereof, whether as successors in title voluntarily or by operation of law.

Section 3. Violation and Enforcement: If any Grantee violates or attempts to violate any of the provisions of these building restrictions and protective covenants, then it shall be lawful for any person or persons, corporation or association, owning parcels of land purchased adjacent to said land, or lawful

municipal authority, shall have full power and authority to prosecute any proceedings at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and either to prevent him/them from so doing or to recover damages sustained by reason of such violation.

In the event that any provision, sentence or paragraph contained in these building restrictions and protective covenants is invalidated by judgment or court order, it shall in nowise affect or invalidate any of the other provisions, sentences or paragraphs of these building restrictions and protective covenants, but the same shall remain in full force and effect.

Section 4. Term of Restrictions: These building restrictions and protective covenants shall run with the land described herein and shall be binding upon the parties hereto, and all successors in title and interest of any of the said parties, or any part thereof, until January 1, 2010, at which time the said restrictions shall be automatically extended for a successive period of ten years, unless the owner or owners of the legal title to not less than three fourths of the Parcels, or plotted lots, by instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions, and such termination or amendments shall become effective upon the recording of such instrument or instruments on record in the office of the County Recorder of Adams County, Idaho. Such instrument or instruments shall contain proper reference by volume and page number to the parcel(s) of land and the record of the deed in which these restrictions and protective covenants are set forth, and all amendments thereto.

Section 5. Temporary Structures: No structure of a temporary character, trailer, mobile home, basement, tent, or shack shall be used on any lot at any time as a residence. Any such temporary structure will be permitted on the lot or parcel for a maximum of six months, after which it must be removed or properly garaged.

Section 6. Building Restrictions: Each parcel shall constitute a building site, and not more than one family dwelling and one detached guest house shall be placed, constructed, or maintained on each building site. Except as specifically provided herein, no building site shall be used except for residential or agricultural purposes.

All dwellings shall be of good quality, permanent construction, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. If the garage is not attached to the house, it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residence and surrounding development.

No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except that unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. No old buildings may be moved onto the premises.

It shall be permissible, where a single family residence has been erected on a particular parcel, to erect in connection therewith, appropriate fences, corrals, stalls, barns, shop buildings and buildings for the storage and keeping of machinery, hay, and feed, and for the keeping of livestock.

Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.

Section 7. Prosecution of Work: The work of construction of all buildings, alterations, and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions shall be completed and painted. All buildings, alterations and additions shall be fully completed as to external appearance, within six months of commencement unless prevented by cause not due to grantee's neglect, or failure to prosecute diligently the work to completion.

Section 8. Limitation of Use: No building or structure of any type shall be moved onto said building site except a new prefabricated structure of a type and design complying with Section 6 as set forth herein. No trailer house, mobile home or so-called double-wide mobile home shall be maintained or installed upon any building site as a residence or for any other purpose.

Section 9. Sewage Disposal: All bathroom sink and toilet facilities shall be inside the dwelling house, garage, shop or other building, and shall be connected by underground pipes with a septic tank of a depth and type of construction approved by Adams County and State of Idaho Health authorities. The drains

from said septic tanks shall be kept within the building lot limits of each building site and the effluent from septic tanks shall not be permitted to discharge into any streams or open drain.

Section 10. Refuse: No car bodies, discarded appliances or unsightly materials may be stored upon the real property.

Section 11: Any pond development will comply with any applicable governmental regulation.

Section 12: Exterior colors of dwellings and outbuildings shall be harmonious with the natural surroundings.

Section 13: Overgrazing: With the exception of winter feedlots, corrals and holding pens, loss of vegetation due to over concentrations of livestock is prohibited.

Section 14: All livestock shall be kept fenced and enclosed upon the property of the owner. At no time will more than two pigs be permitted to be kept on any portion. In the event livestock are maintained on any of said premises, the owners of such animals shall be fully responsible for maintaining adequate sanitation with attention to animal waste so as not to attract flies or insects, or to exude odors. Pets such as dogs and cats may be permitted, subject to any lawful authority ordinance.

No owner shall keep or harbor any dog which by loud, continued or frequent barking, howling or yelping shall annoy or disturb other persons within the subdivision.

No owner shall keep or harbor any vicious, fierce or dangerous dog that may, in the event it becomes loose, attack, bite or maul any person who is legally within the subdivision.

No owner shall allow his dog or dogs to go on to the property of other persons within the subdivision if the other person or persons first instruct them to not allow dogs on their premises.

Section 15: Grantee is hereby notified that Grantor intends to subdivide the balance of the ranch.

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Legal description of Hidden Canyon Planned Unit Development

Tracts 1, 2, 3, 4, 5, 6, 7 and 8 of Hidden Canyon Planned Unit Development as shown on the official Survey recorded March 13, 2001 in the records of Adams County, Idaho as Inst. No. 99528.

INSTRUMENT NO. 111288

Instrument # 111288
COUNCIL, ADAMS, IDAHO
2006-03-15 11:50:10 No. of Pages: 10
Recorded for : E T FIELDS
MICHAEL FISK Fee: 30.00
Ex-Officio Recorder Deputy *Sarah Wilson*
Index to: COVENANTS

Revisions to the Building Restrictions and Protective Covenants of Hidden Canyons, Inc.

By a Majority vote in accordance with the original Building Restrictions and Protective covenants of Hidden Canyons, Inc. dated April 25, 2002 Instrument # 101531 - Section 4, the amendments and/or corrections shall become effective upon the recording in the office of the county Recorder of Adams County, Idaho until If no reference is made to other sections within the original CC&R's those sections remain in force as originally stated.

Instrument No. 101531 Page 1 of 6 - Section 3. Violation and Enforcement:

If any Grantee violates or attempts to violate any of the provisions of these building restrictions and protective covenants, then it shall be lawful for any person or persons, corporation or association, owning parcels of land within Hidden Canyons, or any person or persons, corporation or association, owning parcels of land purchased adjacent to said land and or any lawful municipal authority, shall have full power and authority, to prosecute any proceedings at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and to prevent him/them from so doing and/or to recover damages sustained by reason of such violation.

Second paragraph remains as originally written.

Instrument No 101531 Page 2 of 6 - Section 4 Term of Restrictions:

These building restrictions and protective covenants shall run with the land described herein and shall be binding upon the parties hereto, and all successors in title and interest of any of the said parties, or any part thereof, until January 1, 2015, at which time the said restrictions shall be automatically extended for a successive period of ten years, unless the owner or owners of the legal title to not less than three fourths of the Parcels, or plotted lots, by instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions, and such termination or amendments shall become effective upon the recording of such instrument or instruments on record in the office of the County Recorder of Adams County, Idaho. Such instrument or instruments shall contain proper reference by volume and page number to the prior instruments and parcel (s) of land affected thereby.

1 ** Revisions to the Building Restrictions and Protective Covenants

Instrument No 101531 Page 2 of 6 - Section 5 Temporary Structures:

No structure of a temporary character, trailer, mobile home, basement, tent, or shack shall be used on any parcel at any time as a residence. Any such temporary structure will be permitted on the lot or parcel only one time for a maximum of six consecutive months, after which it must be removed or properly garaged.

Instrument No 101531 Page 2 of 6 -- Section 6 Building Restrictions:

Each parcel shall constitute a building site, and not more than one single family dwelling and one detached guest house shall be placed, constructed, or maintained on each building site. The single family dwelling shall contain a minimum of 1000 square feet of living area. Except as specifically provided herein, no building site shall be used except for residential and/or agricultural purposes.

**Instrument No 101531 Page 3 of 6 -- Section 6. Building Restrictions:
continued**

All dwellings and other structures shall be of good quality, permanent construction, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. If the garage is not attached to the house, it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residence and surrounding development.

No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except that unoccupied motor homes, travel trailers and campers which are not unsightly may be stored on the premises when not in use. No old buildings may be moved onto the premises.

It shall be permissible, where a single family residence has been erected on a particular parcel, to erect in connection therewith, appropriate fences, corrals, stalls, barns, shop buildings and buildings for the storage and keeping of machinery, hay, and feed, and for the keeping of livestock. Any said permissible structure or building shall be of good quality and aesthetically compatible with the main residence and surrounding development.

Any new building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority and the Hidden Canyon Homeowners Building and Planning Review Board, and shall comply with all then applicable codes of Adam County.

All structures shall be located in a manner that minimizes their impact on other property owner's views. No structures shall be allowed on or along the skyline/horizon of another property owner's view.

Outside security lights, floodlights or nightlights shall have light directed downward by an opaque shade/lamp. No light shall be allowed to shine across the development.

Instrument No 101531 Page 3 of 6 - Section 8: Limitation of Use:

No buildings or structure of any type shall be moved onto said building sites. No trailer house, mobile home, prefabricated/manufactured home or so-called double wide mobile home shall be maintained or installed upon any building site as a residence or for any other purpose.

Instrument No 101531 Page 4 of 6 - Section 10: Refuse:

No inoperable cars, car bodies, machinery, discarded appliances or any unsightly or unhealthy materials be stored upon the real property.

Instrument No 101531 Page 4 of 6 - Section 14: Livestock:

All livestock shall be kept fenced and enclosed upon the property of the owner. Each owner shall be responsible for maintaining their portion of the fence line along the outer perimeter of the development. At no time will more than two pigs be permitted to be kept on any parcel. In the event livestock are maintained on any of said premises, the owners of such animals shall be fully responsible for maintain adequate sanitation with attention to animal waste so as not to attract flies or insects, or to exude odors. Pets such as dogs and cats maybe permitted, subject to any lawful authority ordinance, and subject to the following:

No owner shall keep or harbor any dog which by loud, continued or frequent barking, howling or yelping shall annoy or disturb other persons within the subdivision.

No owner shall keep or harbor any vicious, fierce or dangerous dog that may, in the event it becomes loose, attack, bite or maul any person or animal that is legally within the subdivision. Parcel owners will be held liable for damages caused to others, by their animals or visiting animals or lessees on their parcels.

No owner shall allow his dog or dogs to go on to the property of other persons within the subdivision without the prior consent of said other persons.

Instrument No 101531 Page 4 of 6 – Section 15: Delete – No longer applicable.

Addition – Section 16: Privacy and Noise:

All landowners shall be respectful of other landowner boundaries asking permission before use of any kind. Use of lands by persons other than landowner's or landowner's invited guests shall be allowed by written permission only and said persons shall carry written permission while using said land. Excessive noise of any kind shall not be allowed without permission of other affected landowners.

Addition – Section 17: Vehicle Use:

All vehicle use within development shall obey the posted 25 mile per hour speed limit. All terrain vehicles (ATV's), motorcycles and any off-highway vehicle use shall be limited to the existing road ways and obey all laws, rules and regulations pertaining to those roadways. Use of an ATV, motorcycle or any OHV for work purposes (fence maintenance, treating weeds, planting etc..) is permitted so long as use is not destructive to the soils and vegetation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 21 day of October, 2005.

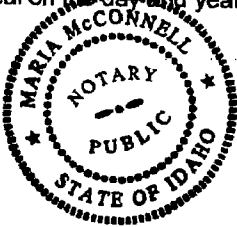
HIDDEN CANYONS HOMEOWNERS

By: B&C Holdings, LLC
B & C Holdings, LLC
by Brian L. McMahan
By: Brian L. McMahan

STATE OF IDAHO)
) ss.
County of Adams)

On this the 21st day of October, 2005 before me the undersigned, a Notary Public in and for said State, personally appeared Brian L. McMahan representing B & C Holdings, LLC, known to me to be the owners of Lot 4 within the HIDDEN CANYON HOME OWNERS subdivision. The persons who executed the instrument on behalf of Lot 4 within this subdivision and acknowledge to me that such person executed the same.

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



Maria McConnell
Notary Public for Idaho
Residing at McCall, Idaho
6/30/2011

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 4 day of November, 2005.

HIDDEN CANYONS HOMEOWNERS

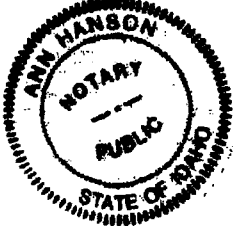
By: Edmond T. Fields III
Edmond T. Fields III, Owner Lot 5

By: Janet M. Fields
Janet M. Fields, Owner Lot 5

STATE OF IDAHO)
 Washington) ss.
County of ~~Adams~~)

On this the 4th day of November, 2005 before me the undersigned, a Notary Public in and for said State, personally appeared Edmond T. Fields III and Janet M. Fields, known to me to be the owners of Lot 5 within the HIDDEN CANYON HOME OWNERS subdivision. The persons who executed the instrument on behalf of Lot 5 within this subdivision and acknowledge to me that such persons executed the same.

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



Ann Hanson
Notary Public for Idaho
Residing at Cambridge Idaho
3-31-10

5 ** Revisions to the Building Restrictions and Protective Covenants

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this 4 day of November, 2005.

HIDDEN CANYONS HOMEOWNERS

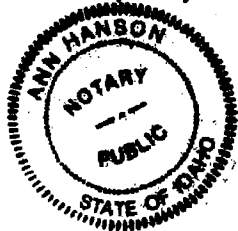
By: Edmond T. Fields III
Edmond T. Fields III, Owner Lot 7

By: Janet M. Fields
Janet M. Fields, Owner Lot 7

STATE OF IDAHO)
Washington) ss.
County of Adams)

On this the 4th day of November, 2005 before me the undersigned, a Notary Public in and for said State, personally appeared Edmond T. Fields III and Janet M. Fields, known to me to be the owners of Lot 7 within the HIDDEN CANYON HOME OWNERS subdivision. The persons who executed the instrument on behalf of Lot 7 within this subdivision and acknowledge to me that such persons executed the same.

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



Ann Hanson
Notary Public for Idaho
Residing at Chamberlayne Idaho
3-31-70

