

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
TIMBER RIDGE SUBDIVISION**

For Platted Lands in Sections 8 and 9, Township 19 North, Range 2 East, Boise, Meridian, Adams County, Idaho.

THIS DECLARATION made this 21st day of August, 1995, by H.P.L. PARTNERS, a California Limited Partnership, duly registered in the State of Idaho, hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and,

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said Community, and to this end, desires to subject the real property described in Article III to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof;

NOW, THEREFORE, the Declarant declares that the real property in Article III, and such additions thereto as may be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DECLARATION

Declarant hereby declares that each lot, parcel or portion of Timber Ridge Subdivision, 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, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel 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.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Property and to construct improvements thereon, nor limit Declarant's right to maintain model homes, construction, sales, or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales or leasing activities.

ARTICLE II

DEFINITIONS

2.01 Architectural Control Committee: The term "Architectural Control Committee" shall mean the committee created pursuant to Article VIII.

2.02 Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

2.03 Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

2.04 Association: "Association" shall mean the Timber Ridge Property Owners' Association.

2.05 Association Rules: "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

2.06 Board: "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

2.07 Bylaws: "Bylaws" shall mean the Bylaws of the Association

2.08 Committee: The term "Committee" shall mean the Architectural Control Committee.

2.09 Common Areas and Facilities: The term "Common Areas and Facilities" shall mean all real property, fixtures, personal property and improvements owned, leased or otherwise held now or in the future by the Association, including but not necessarily limited to the following:

Lots 18 and 29 as depicted on the final plat of the subdivision;

2.10 Community: The term "Community" as used herein shall refer to the Existing Properties considered as a whole.

2.11 Declarant: The term "Declarant" shall mean H.P.J. Partners, a California limited Partnership, or its successors in interest, or any person or entity to whom rights under this Declaration are expressly transferred by H.P.J. Partners.

2.12 Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

2.13 Development: The term "Development" shall include the Existing Properties and any additional lands brought within the scheme of this Declaration.

2.14 Dwelling, Dwelling Units: The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

2.15 Existing Properties: The term "Existing Properties" shall mean that real property described in Article III.

2.16 Improvements: The term "Improvements" shall include buildings, buildings, roads driveways, parking areas, fences, screening walls, retaining walls, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and other structures or landscaping improvements of every type and kind.

2.17 Lot: The term "Lot" shall mean any parcel of real property designated for single family residential use on the Recorded Plat of the Existing Properties.

2.18 Owner: The term "Owner" shall refer to that person or entity or those persons entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Adams 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.

2.19 Record, Recorded: The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Adams County, Idaho.

2.20 Residence: The term "Residence" shall mean a building or buildings, including any garage, carport or similar outbuilding, used for residential purposes.

2.21 Single Family Residential Use: The term "Single Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this

Declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules or regulations.

2.22 Structure: The term "Structure" shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

3.01 Existing Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this declaration is located in Adams County, Idaho, and is more particularly described as follows:

See Exhibit "A" attached hereto

All of the above-described property shall hereinafter be referred to as "Existing Property."

3.02 Additions to Existing Property: The Declarant, and its assigns, shall have the right to bring within the scheme of this Declaration additional lands in Adams County, Idaho, in future stages of the Development.

The additions authorized under this section shall be made by filing of record a Supplementary Declaration of Protective Covenants with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as not inconsistent with the scheme of this Declaration. In no event however, shall such Supplementary Declaration revoke, modify or add to the covenants and restrictions established by this Declaration within the Existing Properties. Upon recordation of such Supplementary Declaration, the additions authorized under this section shall thereafter be treated in all respects as Existing Properties.

No permission shall be necessary from the owners of Existing Property before the Declarant may bring such lands within the scheme of this Declaration.

ARTICLE IV

PROTECTIVE COVENANTS

4.01 Land Use and Living Units: All of the subject lots in the Existing Property shall be used and occupied solely for single family residential purposes or agricultural purposes, as allowed herein. Pending sale of Declarant's lots, and regarding lots otherwise owned which are placed under Declarant's management, Declarant and

Declarant's successors may engage in agricultural activities on such lots, including but not limited to crop or hay production, grazing and/or timber harvesting. Nothing in these Covenants shall be viewed as limiting or prohibiting Declarant's right to do so and to thereby, qualify for an agricultural or timber exemption for Adams County ad valorem tax purposes. None of the subject lots or parcels shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Record Plat of Timber Ridge Subdivision property, in the office of the County Recorder of Adams County, Idaho. All single family residences shall be subject to the following conditions and limitations:

A. No buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incidental and appurtenant to a private residence, or the care and keeping of livestock, shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like, but is not intended to exclude a guest house for the entertainment of social guests, or servants or caretakers' quarters for persons employed upon the premises, if such guest housing is allowed by applicable Adams County Ordinances. There shall not be more than a maximum of four (4) buildings allowed on any lot.

B. No structure of a temporary character, to specifically include mobile homes, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Article VIII; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the Architectural Control Committee is obtained, such approval to be obtained in the same manner as for new construction.

C. Visitors and guests may park a camper, motor home or trailer in the Subdivision for a reasonable term, not to exceed two weeks consecutive duration nor more than a total of forty-five (45) days each calendar year, except with special permission of the Architectural Control Committee.

D. A residence shall contain a minimum of 1,000 square feet of total living area; and, all construction must be of good quality and done in a good workmanlike manner.

E. All buildings shall be placed within the "building envelopes" depicted on the Subdivision's site plan, and shall not in any case be located within fifty (50) feet of a street right-of-way or within fifty (50) feet of an adjoining property line, except may be within twenty (20) feet of a perimeter property line.

Provided, the property line setbacks on Lots 7, 22, and Lots 27 through 36 shall be thirty (30) feet from adjoining property lines.

F. No improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specification, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee, and the same have been approved in writing. The procedures for review are as more fully set forth in Article VIII. The review and approval or disapproval may be based upon the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, physical or aesthetic impacts on other properties, artistic conformity to the terrain and other improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

G. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration and the applicable ordinances of Adams County. Garages, storage sheds, patio covers, and detached patio covers, shall be constructed of, and roofed with, the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot if such improvements are visible from a public or private street or adjacent Lots.

H. All access driveways shall have a wearing surface approved by the Architectural Committee and shall be graded to assure proper drainage. Where driveways intersect County roads, design approval of the approach shall be obtained from the Adams County Building Inspector. A ten (10) foot setback from property lines shall be required.

I. Each residential structure shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration.

J. Exterior lighting, including flood lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and

excessive brightness shall be avoided. For instance, flood lights, during snowfall is fine, while during a clear dark night ruins stargazing.

K. The maximum height of any building shall be in compliance with the applicable Adams County land use or zoning ordinances, but shall not exceed thirty-two (32) feet in height, measured from finished grade, adjacent to the highest point of any roofline.

L. Roofs shall be required to be of pitched design and shall be covered with non-flammable materials (e.g. non-reflective metal or tile). Fire retardant wood shingles or shakes shall be discouraged, but may be used with prior consent of the Architectural Committee.

M. No exterior surfaces of any structure shall be painted other than earth tones (excluding trim) and no reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, but may be a manufactured product, such as wood manufactured siding. Prior to construction, samples of such materials must be approved by the Architectural Control Committee.

N. TV Satellite dishes (larger than 24 inches) should be screened from view of the road and other homes, if possible, and be first approved by the Architectural Control Committee.

4.02 Common Areas: The common areas shown on the recorded plat of the subdivision are provided for the use and enjoyment of the community of Timber Ridge Subdivision and their immediate families only. Ownership of the common areas shall be transferred from the Declarant to the Association, which shall be responsible for the maintenance, upkeep and preservation of such areas.

Control of the use of these common areas is vested in the Board, which may promulgate rules regarding the use of such areas and which may suspend or revoke an owner's right of use of such areas for violations of such rules.

Use of the common areas shall be at the user's own risk, and by the use thereof, said user assumes such risk. The Board shall be entitled to promulgate reasonable rules and regulations regarding use of Lots 18 and 29, which are intended to provide non-motorized access from the subdivision to the adjoining public lands. No motorized vehicles of any kind shall be allowed or used within or on said parcels.

4.03 Landscaping: All lots shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain minimal natural landscaping on the rear and side portions of the lot as well as the front lot area. All disturbed areas shall be re-established with native vegetation. In

the event of neglect to properly maintain and care for any such lot, or to provide for such minimal landscaping, the Architectural Control Committee shall have the right, but shall have no obligation, to have the necessary work performed on any parcel to keep it from presenting an unsightly appearance, the charges for work so performed to be billed to, and paid for, by the owner or owners of such lot and become a lien upon the property.

All landscaping, exterior structure surfaces, dimensions, and location on the lot shall be approved by the Architectural Control Committee, prior to commencement of any work thereon. Planting trees is encouraged on Lots without trees. Proper planning is required so matured trees do not unreasonably block the views of adjacent lot owners. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the Timber Ridge Subdivision.

4.04 Animals: Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Development other than dogs, cats or other household pets, provided that the same are not kept, bred or maintained for commercial purposes. No more than two (2) adult dogs will be allowed per lot. The same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof. Idaho Code allows for the destruction of dogs if chasing cattle or livestock.

Horses, llamas, cows, steers or other "large" animals may be kept and maintained on any lot; provided no more than a maximum total of four (4) such "large" animals and six (6) "small" non-domesticated animals (e.g., goats or sheep) may be kept and maintained on any lots under 5.0 acres in size. Lot owners may exchange 1 large for 3 small animals with a maximum of nine (9) small animals.

For each additional acre over 5.0 acres, one (1) large or three (3) small animals may be added per acre. A maximum of seven (7) large or fifteen (15) small animals is allowed on any lot over eight (8) acres in size. (Lots 31 through 39 shall use the under 6.0 acre guidelines).

Special arrangements may be made for one or two lot owners to provide horse boarding for members of the association. Approval from the Architectural Control Committee shall be required for any variations from these guidelines.

These restrictions on animals shall not apply to lots owned by Declarant or Declarant's successors or to lots otherwise owned which are placed under Declarant's management.

4.05 Garbage, Refuse Disposal and Storage of Materials

A. No parcel shall be used or maintained as a dumping ground for rubbish, trash, junk or other waste materials. All such waste of this nature must be kept in sanitary containers out of sight of the street and secure from access by

domestic or wild animals and must be removed from the parcel at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

B. All snowmobiles, extra vehicles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers or any other similar property stored on any lot shall be stored on the rear portion of such lot, and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design.

C. No building materials of any kind shall be placed or stored upon any lot until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such lot.

D. No burning of any household garbage, trash or other noxious refuse shall be permitted on any lot unless in a contained structure with spark eliminator (Note: extreme caution during fire season). Any other burning shall take place only with proper notification to the New Meadows Rural Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed.

4.06 Nuisances: Discharge of firearms is strictly prohibited and no one shall perform in said community any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over, any part of the Development, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances.

4.07 All Terrain Vehicles: Except as associated with agricultural activities, all terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may be operated within the Subdivision only for direct ingress and egress from the owner's lot to areas outside of the Subdivision, and must obey posted speed limits and be courteous to horseback riders. Whether a violation of this sub-paragraph has occurred shall be determined by the Board or the Architectural Control Committee.

4.08 Prohibited Lot Uses:

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B. No outdoor privy or any common cesspool shall be installed on any lot at any time.

C. 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

D. No excavation shall be made on any parcel except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.

4.09 Utilities: The Declarant shall provide underground electrical power service to the Community as a whole. The purchaser and owner of each parcel 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. Solar panels are allowed but need to be approved by the Architectural Control Committee. 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, except during the construction phase.

4.10 Weed Control: All lot owners shall conform to the county ordinances and state laws relating to noxious weed control and if they fail to do so the Association or Architectural Committee, or their agents, shall have the right to come on the property and do what is necessary to make the property conform to such laws and ordinances at the lot owner's expense.

4.11 Signs: No signs of any kind containing more than six (6) square feet shall be displayed to the public view on any lot. The entrances to the area shall be signed in such a manner as to advise hunters and motorists of a residential community. One sign, identifying the Contractor during construction or advertising a house or lot for sale shall be permitted per lot. The sign shall not be placed more than 48" above the prevailing ground plane, nor closer than twenty (20) feet to a street or road right-of-way.

4.12 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within fifty (50) feet from the property corners.

No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

4.13 Fences: No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge higher than 4 1/2 feet, but in no event higher than six (6) feet in height may be

erected and maintained on any lot. Provided, however, this section is subject to the limitations set forth in Section 4.12 above.

Timber Ridge Association shall maintain all fences on the perimeter of the Subdivision. The Subdivision is surrounded by cattle ranchers. Both interior and exterior Lot owners benefit by keeping the cattle out. The steel post wire fence that borders the Payette National Forest is a "drop fence" and will be dropped for snow by November 1st and stood back up by June 1st each year.

All exterior, interior or cross fencing shall first be approved by the Architectural Control Committee.

4.14 Goose Creek Canal/Campbell Ditch, Lots - 2, 3, 10, 11, 47, 48: The Goose Creek Canal/Campbell Ditch has been a long standing irrigation canal for many ranches in the Meadows Valley. Adjoining lots and the Timber Ridge Subdivision have no water rights to the canal. A fifty foot (50') easement as shown on the plat, is for periodic maintenance to clean the canal. A backhoe or cat will scrape the silt and debris from the bottom of the canal and either deposit along the bank or haul off to an off-site location. Lot No. 3 shall maintain an entrance gate and twenty-foot (20') easement from Wallace Lane to the canal as shown on the plat. Fences shall be installed a minimum of twenty feet (20') from the top edge of the canal's bank on the west side (Lots 2, 3 and 10) and ten feet (10') from the top edge of the canal's bank on the east side (Lots 2, 11, 47 and 48). No Lots may build any permanent bridge or structure across the canal. Lot No. 2 may build a removable footbridge for people or animals only, upon prior approval from the Architectural Control Committee. Any Lot owners who have animals must first fence off their property so as no animals can enter or cross the canal.

4.15 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee.

4.16 Irrigation Easements: All irrigation easements as shown on the plat of record are subject to periodic maintenance. Headgates, culverts and points of diversion may be installed only with prior approval from the Architectural Committee, or the Timber Ridge Water Master.

Fences that cross through an irrigation easement shall have a minimum ten foot (10') access gate installed. Access to irrigation easements shall be limited to those Lot owners who have a point of diversion or headgate on another Lot that directly controls their water and/or an appointed Water Master.

4.17 Parking: Parking shall be accommodated on Lots with no Owner parking of vehicles allowed on private or public streets. The improvements on each Lot shall provide at least a two-car garage.

4.18 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant 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, so long as any Lot in the Property remains unsold. 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. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. 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 Adams County Recorder.

4.19 Wetlands: The designated wetlands within the Subdivision shall be treated and managed in accord with regulations of the United States Army Corp of Engineers. No construction other than fences will be allowed in wetlands areas except construction which is approved by the U.S. Army Corp of Engineers.

4.20 Tree Cutting: Any Owners who plan to commercially harvest timber on their lot(s) shall be required to follow the Timber Ridge Forest Management Plan dated June 23, 1995. The cutting of any live trees more than six (6) inches in diameter shall require the prior approval from the Architectural Control Committee.

ARTICLE V

TIMBER RIDGE PROPERTY OWNERS' ASSOCIATION

5.01 Organization: The Timber Ridge Property Owners' Association (Association) shall be initially organized by Declarant 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