



## **Plat Maps and/or CC&Rs**

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Book **B** Page **101** of **101**  
 Instrument No. **235182**  
 Restrictive Covenants filed  
 Instrument No. **235184**  
**3:44 P.M.**  
**9-14-98**

# FIRST AMENDED PLAT OF PAYETTE RIVER SUBDIVISION NO. 1

A replat of lots 28, 29 and 67,  
 Payette River Subdivision No. 1  
 and unplatted portions of the SE 1/4,  
 Sec. 30, T.18N., R.3E., B.M.,  
 Valley County, Idaho

## HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code Title 50, Chapter 13 have been satisfied. Sanitary restrictions may be removed, in accordance with Idaho Code Title 50 Chapter 13, Section 50-1326, by the issuance of a disapproval.

Date:

District Health Department, DHS

Inst. # **235183**

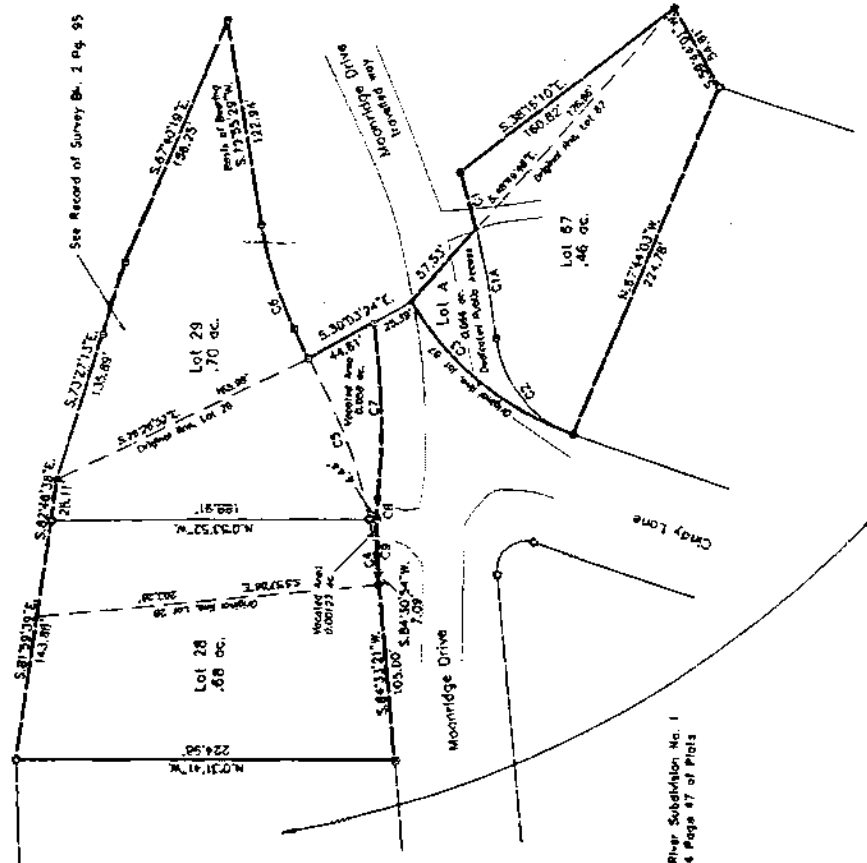
## NOTES:

- 1 The subdivision is subject to all current zoning ordinances of Valley County.
- 2 This plat is subject to Idaho Code Section 31-3605. No irrigation water will be supplied to any lot herein.
- 3 There shall be a 10 foot utility easement contiguous to all Public Road Rights-Of-Way.
- 4 No lot shown on this plat will be served by any water system common to one (1) or more lots, but will be served by individual wells.

Scale: 1" = 50'  
 Bearings based on ROS Book 2 Page 95.

## LEGEND

- Set 5/8" 10" rebar, marked LS 6021
- Found 3/8" rebar, marked LS 995
- Found 1/2" rebar, unmarked
- Original Lot Lines, Payette River Sub. No. 1



CURVE TABLE

CURVE	RADIUS	LENGTH	AREA	CHORD	BEARING	DELTA
C1	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C2	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C3	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C4	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C5	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C6	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C7	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C8	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00
C9	200.00	100.00	15,708.00	196.13	N. 23° 15' 23.1" E.	100.00

Payette River Subdivision No. 1  
 Book 4 Page 47 of Plats

by  
**Russell Surveying, Inc.**  
 McCall, Idaho  
 1998

FIRST AMENDED PLAT OF  
PAYETTE RIVER SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned are the owners of the following described parcels of land situated in the Southwest 1/4 of the Section 30, Township 18 North, Range 3 East, Boise Meridian, and Payette River Subdivision No. 1, Book 4 Page 47 of Plats, Valley County, Idaho, more particularly described as follows:

**Lots 28 and 29:**  
Beginning at the southeast corner of the original Lot 29 of the above mentioned subdivision, thence S. 30° 31' 12" E., 44.61 feet to a point; thence 106.29 feet on a non-tangent curve to the right, whose radius is 435.00 feet, delta angle is 14° 00' 00", and long chord bears S. 88° 00' 00" W., 106.03 feet to a point; thence 44.06 feet along a curve to the left, whose radius is 240.86 feet, delta angle is 10° 29' 10", and long chord bears S. 89° 45' 27" W., 44.02 feet to a point; thence S. 8° 30' 54" W., 7.09 feet to a point; the southwest corner of above mentioned Lot 29; thence, along the north Right of Way of Moorbridge Drive, S. 84° 33' 21" W., 103.00 feet to a point; the southwest corner of Lot 28 of the above mentioned subdivision; thence, departing said Right of Way, N. 0° 31' 41" W., 224.96 feet to a point; the northwest corner of said Lot 28; thence S. 81° 59' 39" E., 143.85 feet to a point; thence S. 82° 46' 38" E., 20.11 feet to a point; thence S. 23° 27' 13" E., 135.89 feet to a point; thence S. 67° 40' 19" E., 156.25 feet to a point; thence S. 79° 55' 29" W., 122.94 feet to a point; thence 65.34 feet along a curve to the left, whose radius is 245.58 feet, delta angle is 19° 07' 54", and long chord bears S. 70° 00' 08" W., 84.94 feet to the point of beginning.

AND

**Lots 67 and 4**  
Commencing at the southeast corner of the above mentioned Lot 29; thence, along the northeasterly boundary of said Payette River Subdivision No. 1, S. 30° 31' 24" E., 70.00 feet to a point, the northerly corner of Lot 67, Payette River Subdivision No. 1, the point of beginning; thence, along the original Right of Way of Moorbridge Drive, 127.46 feet on a non-tangent curve to the left, whose radius is 175.39 feet, delta angle is 41° 38' 22", and long chord bears S. 39° 07' 27" W., 124.88 feet, to a point; thence 78.25 feet on a non-tangent curve to the right, whose radius is 69.05 feet, delta angle is 64° 53' 48", and long chord bears N. 30° 46' 03" E., 74.13 feet to a point; thence 65.71 feet along a curve to the left, whose radius is 305.00 feet, delta angle is 72° 7' 18", and long chord bears N. 78° 30' 10" E., 65.66 feet to a point; thence N. 48° 49' 48" W., 57.53 feet to the point of beginning.

Containing within the above described parcel is "Lot A", to be dedicated as Public Access, more particularly described as follows:

Beginning at the northerly corner of Lot 67, mentioned above; thence 127.46 feet on a non-tangent curve to the left whose radius is 175.39 feet, delta angle is 41° 38' 22" and long chord bears S. 39° 07' 27" W., 124.88 feet, to a point; thence 78.25 feet on a non-tangent curve to the right, whose radius is 69.05 feet, delta angle is 64° 53' 48", and long chord bears N. 30° 46' 03" E., 74.13 feet to a point; thence 65.71 feet along a curve to the left, whose radius is 305.00 feet, delta angle is 72° 7' 18", and long chord bears N. 78° 30' 10" E., 65.66 feet to a point; thence N. 48° 49' 48" W., 57.53 feet to the point of beginning.

Containing 1.910 acres.

That the undersigned hereby dedicate to the public, for public use forever, the streets and public rights-of-way as shown on the foregoing plat. Public utility easements are not dedicated to the public, but the right of access to, and use of the public utility easements required to service all lots and parcels within this plating, is perpetually reserved. That the undersigned hereby declare their intent to include the above described tract in the plat of "First Amended Plat of Payette River Subdivision No. 1".

Herbert C. Schneider

ACKNOWLEDGEMENT

STATE OF IDAHO  
COUNTY OF VALLEY

Doris D. Schneider

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public for the State of Idaho, personally appeared Herbert C. and Doris D. Schneider, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Clare G. Shrum

ACKNOWLEDGEMENT

STATE OF IDAHO  
COUNTY OF VALLEY

Mildred Shrum

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public for the State of Idaho, personally appeared Clare G. and Mildred Shrum, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Lloyd T. Glass

ACKNOWLEDGEMENT

STATE OF IDAHO  
COUNTY OF VALLEY

Linda L. Glass

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public for the State of Idaho, personally appeared Lloyd T. and Linda L. Glass, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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 the State of Idaho  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

SEAL

**FIRST AMENDED PLAT OF  
PAYETTE RIVER SUBDIVISION NO. 1**

Book 8 Page 101 of Plate  
Instrument No. 235182  
Restrictive Covenants filed  
Instrument No. 235184

**CERTIFICATE OF SURVEYOR**

I, John Russell, a Registered Land Surveyor, personally supervised the survey of the land shown on this plat and described in the Certificate of Owners, being in the SE/4 of Section 30, Township 18 North, Range 3 East, Boise Meridian, Valley County, Idaho and designated as the plat of "First Amended Plat of Payette River Subdivision No. 1", and that this is a true and correct representation of said survey of said land.

John E. Russell, R.L.S. 6021, Idaho



**CERTIFICATE OF COUNTY SURVEYOR**

This is to certify that I have examined this plat of "First Amended Plat of Payette River Subdivision No. 1", and it conforms with the laws of the State of Idaho relating thereto.

County Surveyor and Engineer

**APPROVAL OF THE COUNTY TREASURER**

I, the undersigned County Treasurer in and for the County of Valley, State of Idaho, per the requirements of I.C. 50-1308 do hereby certify that any and all current and/or delinquent County Property Tax for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

County Treasurer

Date

**VALLEY COUNTY PLANNING AND ZONING COMMISSION ACCEPTANCE**

Accepted and approved this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the Valley County Planning and Zoning Commission at Valley County, Idaho.

By \_\_\_\_\_  
Chairman

**COUNTY RECORDERS CERTIFICATE**

STATE OF IDAHO  
COUNTY OF VALLEY / ss.

This is to certify that the foregoing plat was filed in the Office of the Recorder of Valley County, Idaho, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_ o'clock \_\_\_\_ M., at the request of \_\_\_\_\_ and was duly recorded in plat book \_\_\_\_ on page \_\_\_\_.

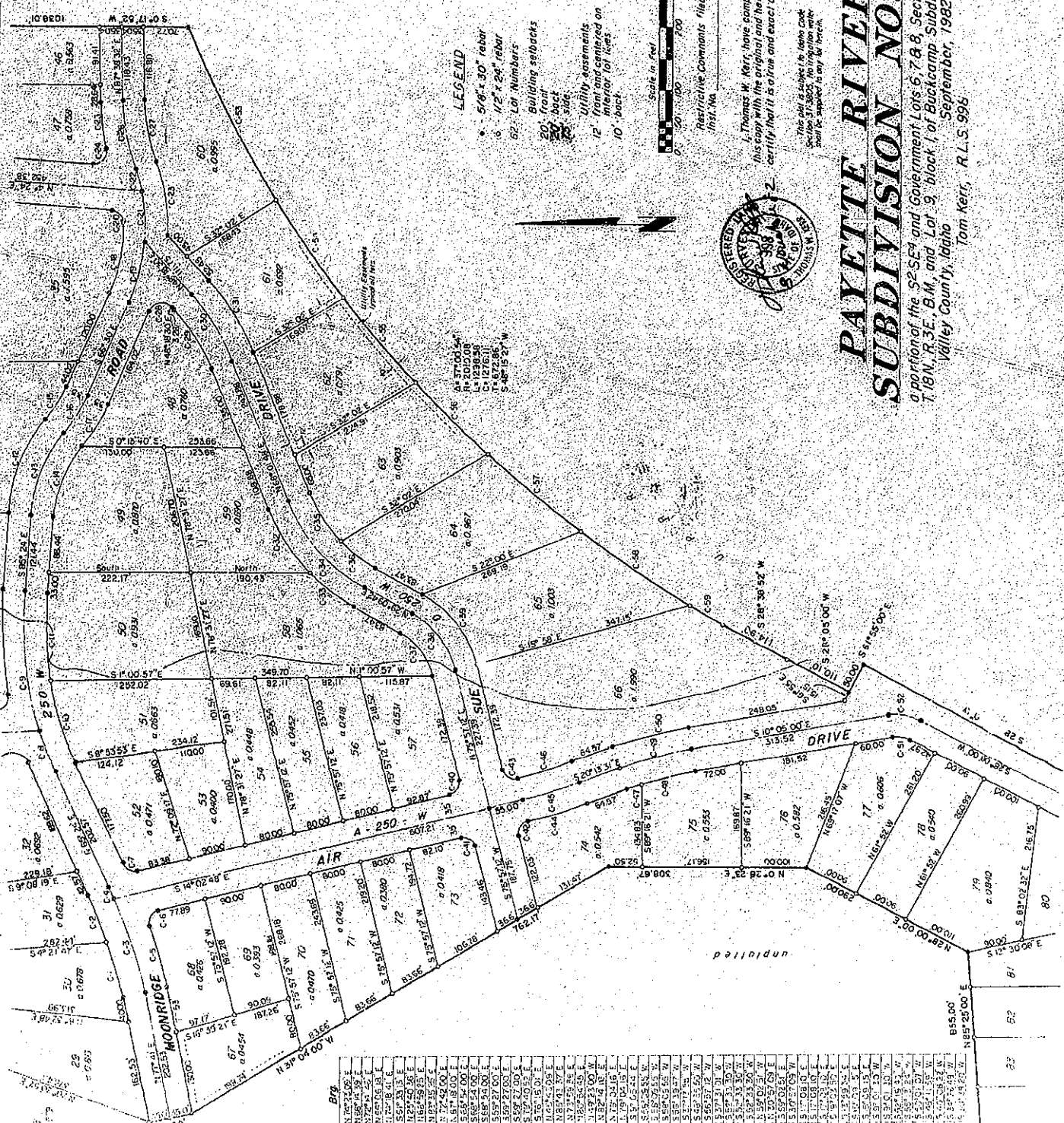
Deputy

Es-Office Recorder Date









LEGEND

- 5/8" x 30" rebar
- 1/2" x 24" rebar
- Lot Numbers
- Building setbacks
- 30' front
- 30' back
- 30' side
- Utility easements
- 12' front and centered on interior lot lines
- 10' back



Restrictive Comments filed  
Inst. No.



I, Thomas W. Kerr, have compared this copy with the original and hereby certify that it is a true and exact copy.

This plat is subject to Idaho Code Section 31-3005. No litigation shall be supported in any way hereon.

PAYETTE RIVER  
SUBDIVISION NO. 2

a portion of the SE 1/4 and Government Lots 6, 7 & 8, Section 30, T. 18N., R. 3E., B.M. and Lot 9, block 1 of Buckcamp Subdivision, Valley County, Idaho

September, 1982  
Tom Kerr, R.L.S. 998

Curve Table

L	P	L	T	C	B
1	1.0000	1.0000	1.0000	1.0000	1.0000
2	1.0000	1.0000	1.0000	1.0000	1.0000
3	1.0000	1.0000	1.0000	1.0000	1.0000
4	1.0000	1.0000	1.0000	1.0000	1.0000
5	1.0000	1.0000	1.0000	1.0000	1.0000
6	1.0000	1.0000	1.0000	1.0000	1.0000
7	1.0000	1.0000	1.0000	1.0000	1.0000
8	1.0000	1.0000	1.0000	1.0000	1.0000
9	1.0000	1.0000	1.0000	1.0000	1.0000
10	1.0000	1.0000	1.0000	1.0000	1.0000
11	1.0000	1.0000	1.0000	1.0000	1.0000
12	1.0000	1.0000	1.0000	1.0000	1.0000
13	1.0000	1.0000	1.0000	1.0000	1.0000
14	1.0000	1.0000	1.0000	1.0000	1.0000
15	1.0000	1.0000	1.0000	1.0000	1.0000
16	1.0000	1.0000	1.0000	1.0000	1.0000
17	1.0000	1.0000	1.0000	1.0000	1.0000
18	1.0000	1.0000	1.0000	1.0000	1.0000
19	1.0000	1.0000	1.0000	1.0000	1.0000
20	1.0000	1.0000	1.0000	1.0000	1.0000
21	1.0000	1.0000	1.0000	1.0000	1.0000
22	1.0000	1.0000	1.0000	1.0000	1.0000
23	1.0000	1.0000	1.0000	1.0000	1.0000
24	1.0000	1.0000	1.0000	1.0000	1.0000
25	1.0000	1.0000	1.0000	1.0000	1.0000
26	1.0000	1.0000	1.0000	1.0000	1.0000
27	1.0000	1.0000	1.0000	1.0000	1.0000
28	1.0000	1.0000	1.0000	1.0000	1.0000
29	1.0000	1.0000	1.0000	1.0000	1.0000
30	1.0000	1.0000	1.0000	1.0000	1.0000
31	1.0000	1.0000	1.0000	1.0000	1.0000
32	1.0000	1.0000	1.0000	1.0000	1.0000
33	1.0000	1.0000	1.0000	1.0000	1.0000
34	1.0000	1.0000	1.0000	1.0000	1.0000
35	1.0000	1.0000	1.0000	1.0000	1.0000
36	1.0000	1.0000	1.0000	1.0000	1.0000
37	1.0000	1.0000	1.0000	1.0000	1.0000
38	1.0000	1.0000	1.0000	1.0000	1.0000
39	1.0000	1.0000	1.0000	1.0000	1.0000
40	1.0000	1.0000	1.0000	1.0000	1.0000
41	1.0000	1.0000	1.0000	1.0000	1.0000
42	1.0000	1.0000	1.0000	1.0000	1.0000
43	1.0000	1.0000	1.0000	1.0000	1.0000
44	1.0000	1.0000	1.0000	1.0000	1.0000
45	1.0000	1.0000	1.0000	1.0000	1.0000
46	1.0000	1.0000	1.0000	1.0000	1.0000
47	1.0000	1.0000	1.0000	1.0000	1.0000
48	1.0000	1.0000	1.0000	1.0000	1.0000
49	1.0000	1.0000	1.0000	1.0000	1.0000
50	1.0000	1.0000	1.0000	1.0000	1.0000
51	1.0000	1.0000	1.0000	1.0000	1.0000
52	1.0000	1.0000	1.0000	1.0000	1.0000
53	1.0000	1.0000	1.0000	1.0000	1.0000
54	1.0000	1.0000	1.0000	1.0000	1.0000
55	1.0000	1.0000	1.0000	1.0000	1.0000
56	1.0000	1.0000	1.0000	1.0000	1.0000
57	1.0000	1.0000	1.0000	1.0000	1.0000
58	1.0000	1.0000	1.0000	1.0000	1.0000
59	1.0000	1.0000	1.0000	1.0000	1.0000
60	1.0000	1.0000	1.0000	1.0000	1.0000
61	1.0000	1.0000	1.0000	1.0000	1.0000
62	1.0000	1.0000	1.0000	1.0000	1.0000
63	1.0000	1.0000	1.0000	1.0000	1.0000
64	1.0000	1.0000	1.0000	1.0000	1.0000
65	1.0000	1.0000	1.0000	1.0000	1.0000
66	1.0000	1.0000	1.0000	1.0000	1.0000
67	1.0000	1.0000	1.0000	1.0000	1.0000
68	1.0000	1.0000	1.0000	1.0000	1.0000
69	1.0000	1.0000	1.0000	1.0000	1.0000
70	1.0000	1.0000	1.0000	1.0000	1.0000
71	1.0000	1.0000	1.0000	1.0000	1.0000
72	1.0000	1.0000	1.0000	1.0000	1.0000
73	1.0000	1.0000	1.0000	1.0000	1.0000
74	1.0000	1.0000	1.0000	1.0000	1.0000
75	1.0000	1.0000	1.0000	1.0000	1.0000
76	1.0000	1.0000	1.0000	1.0000	1.0000
77	1.0000	1.0000	1.0000	1.0000	1.0000
78	1.0000	1.0000	1.0000	1.0000	1.0000
79	1.0000	1.0000	1.0000	1.0000	1.0000
80	1.0000	1.0000	1.0000	1.0000	1.0000

**LEGEND**

- 5/8" x 30" rebar
- 1/2" x 24" rebar
- 98 Lot Numbers

Building setbacks

Utility easements

12' front and centered on interior lot lines



Restrictive covenants filed  
11 Inst. No.

I, Thomas W. Kerr, have compared this copy with the original and hereby certify that it is a true and exact copy.

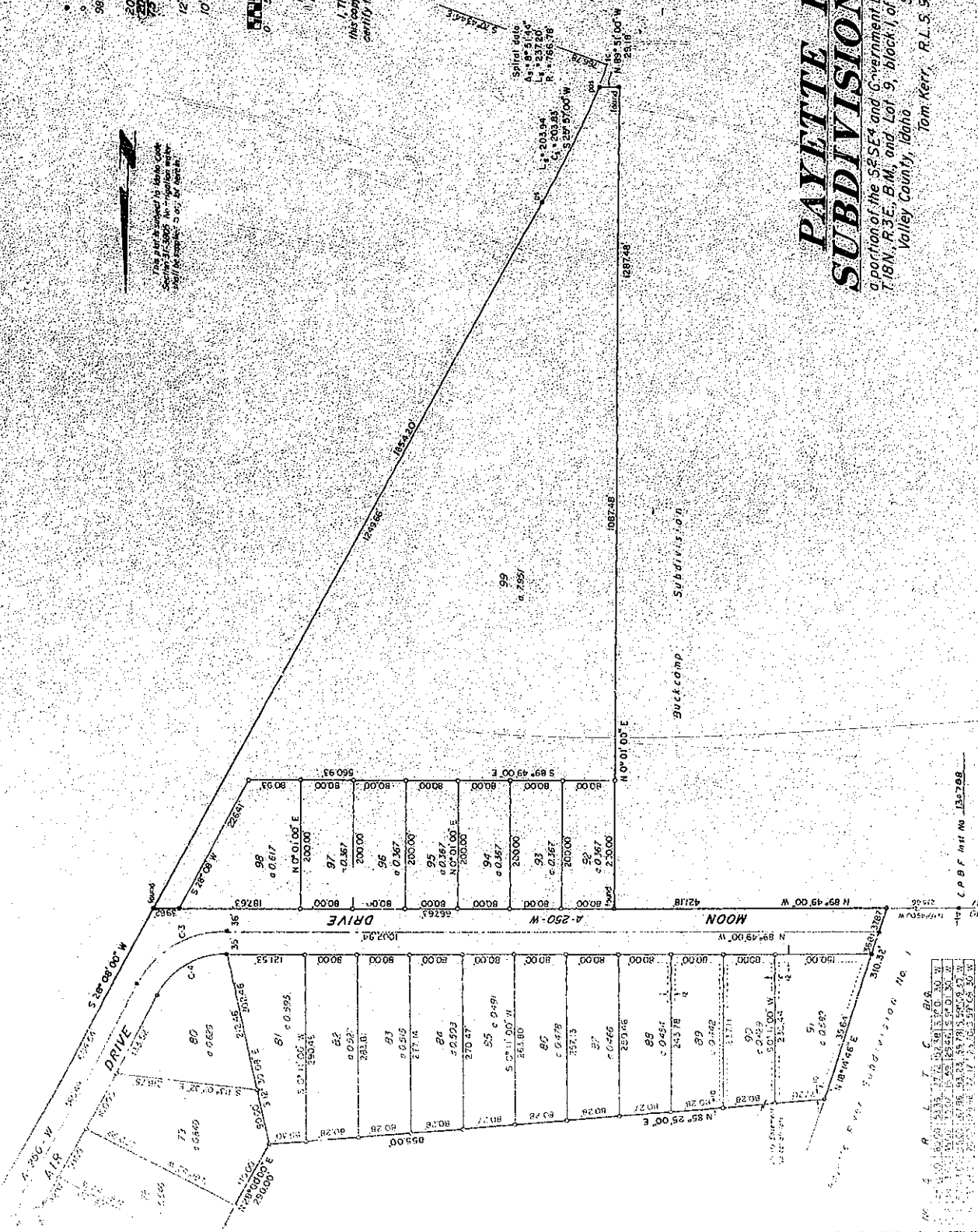


This plat is subject to Idaho Code Section 55-201, which provides that any plat or map which is not recorded in the proper office shall be void.

# **PAYETTE RIVER SUBDIVISION NO. 2**

a portion of the S&SE&4 and Government Lots 6, 7, 8, 9, Section 30, T.18N., R.3E., B.M., and Lot 9, block 1 of Buckcamp Subdivision Valley County, Idaho

Tom Kerr, R.L.S. 998



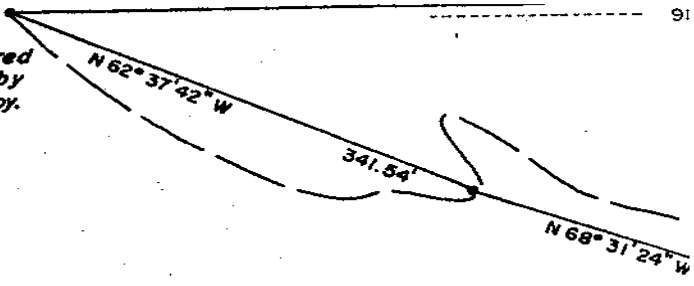
Lot	Area	Area	Area	Area	Area	Area	Area	Area	Area
73	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
74	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
75	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
76	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
77	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
78	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
79	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
80	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
81	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
82	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
83	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
84	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
85	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
86	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
87	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
88	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
89	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
90	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
91	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
92	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
93	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
94	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
95	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
96	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
97	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
98	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400
99	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400	0.6400





540.86	137.82	69.29	12.45	N 67° 10' 00" E
575.86	72.17	36.13	72.12	N 68° 58' 25" E
575.86	221.31	112.04	219.95	N 83° 35' 25" E
610.86	166.77	83.91	166.25	N 86° 46' 44" E
284.92	164.10	84.40	161.86	S 68° 54' 00" E
249.92	143.95	74.03	141.96	S 68° 54' 00" E
214.92	123.79	63.66	122.08	S 68° 54' 00" E
316.10	77.79	39.09	77.59	S 59° 27' 00" E
281.10	69.17	34.76	69.00	S 59° 27' 00" E
246.10	60.56	30.44	60.41	S 59° 27' 00" E
257.11	118.30	60.22	117.26	S 79° 40' 52" E
20.00	28.88	17.61	26.44	N 45° 46' 09" E
20.00	37.55	27.31	32.27	S 49° 23' 00" E
405.00	76.40	38.32	76.29	N 82° 14' 16" E
135.35	160.72	91.35	151.44	N 29° 38' 00" W
170.35	202.28	114.98	190.60	N 29° 38' 00" W
205.35	121.92	62.82	120.14	N 12° 36' 30" W
205.35	121.92	62.82	120.14	N 46° 39' 30" W

I, Thomas W. Kerr, have compared this copy with the original and hereby certify that it is a true and exact copy.

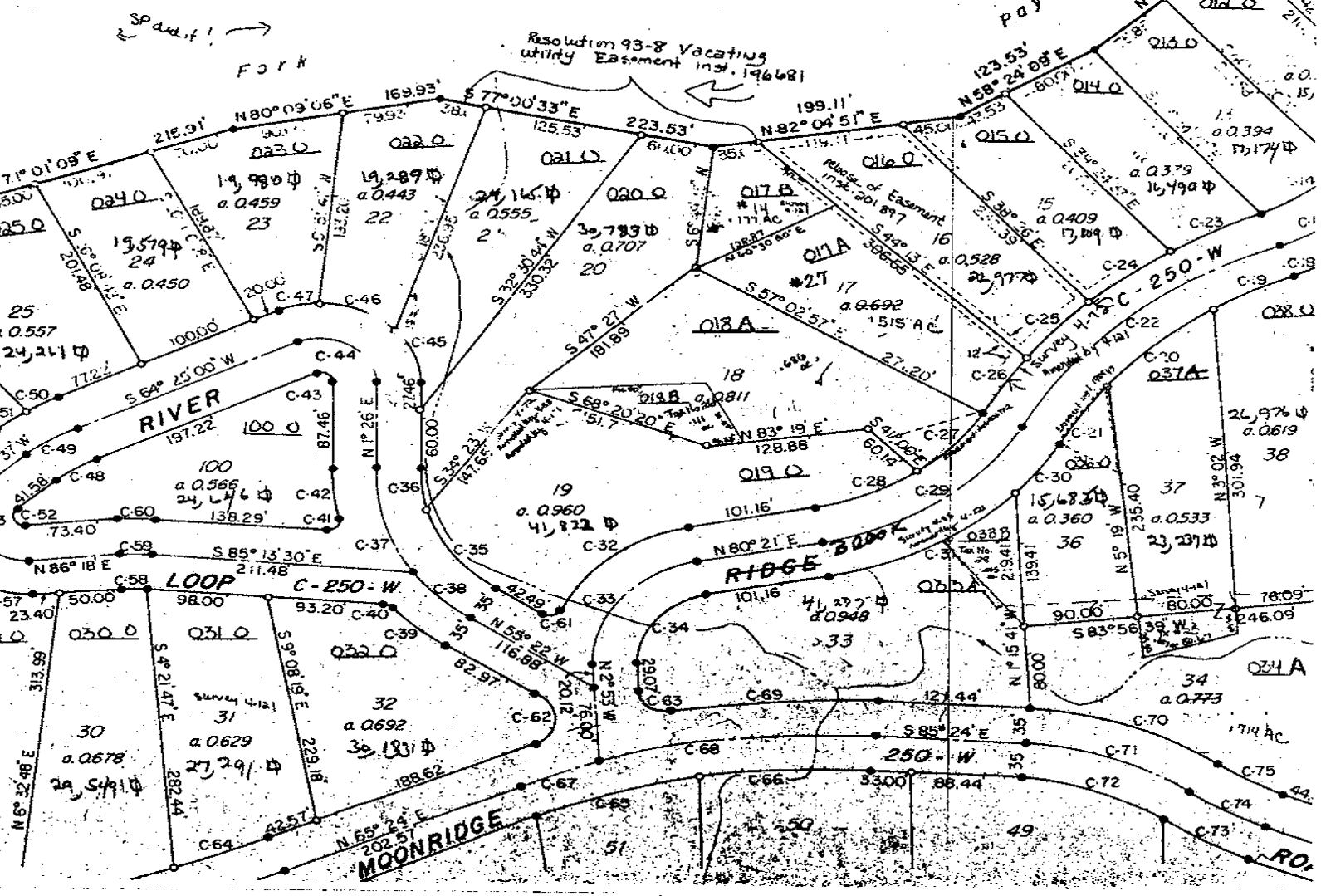


# PAYETTE RIVER SUBDIVISION NO. 2

a portion of the S2SE4 and Government Lots 6, 7 & 8, Section 30,  
T.18N., R.3E., B.M., and Lot 9, block 1, of Buckcamp Subdivision  
Valley County, Idaho  
September, 1982  
Tom Kerr. R.L.S. 998

**SANITARY RESTRICTIONS**  
Building or shelter which will require a water supply or a disposal facility for people using the premises where such or shelter is located shall be erected until written approval is obtained from the State Board of Health by its administrator. Legate approving plans and specifications either for public or sewage facilities, or individual parcel water and/or facilities.

**NOTE:**  
Lots 1 thru 32 are partially within a flood-prone area, building foundations, sewer manholes and cleanouts shall be constructed 7.5 feet or higher above the mean high water mark of the river.  
This plat is subject to Idaho Code Section 31-3805. No irrigation water shall be supplied to any lot herein.  
Domestic water well - shall not be installed in the flood prone area or close to the river.



9° 45' 56"	215.00	36.64	18.37	36.60	N 18° 08' 32" E	C-65	14° 34' 00"	540.86	137.82	69.29	137.45	N 87° 18' 00" E
22° 59' 45"	250.00	100.34	50.85	99.67	N 11° 31' 38" E	C-66	14° 36' 00"	540.86	137.82	69.29	137.45	N 87° 18' 00" E
22° 59' 45"	285.00	114.39	57.97	113.62	N 11° 31' 38" E	C-67	7° 10' 49"	575.86	72.17	36.13	72.12	N 68° 59' 25" E
4° 50' 14"	205.64	17.36	8.69	17.36	N 25° 26' 38" E	C-68	22° 01' 11"	575.86	72.17	36.13	72.12	N 68° 59' 25" E
27° 07' 57"	205.64	17.36	8.69	17.36	N 41° 25' 42" E	C-69	15° 38' 33"	610.86	166.77	83.91	166.25	N 86° 46' 44" E
31° 58' 11"	240.64	134.27	68.93	132.53	N 39° 00' 36" E	C-70	33° 00' 00"	284.92	164.10	84.40	161.86	S 68° 54' 00" E
31° 58' 11"	275.64	153.80	78.96	151.81	N 39° 00' 36" E	C-71	33° 00' 00"	249.92	143.95	74.03	141.96	S 68° 54' 00" E
4° 37' 52"	358.90	29.01	14.51	29.00	N 52° 40' 45" E	C-72	33° 00' 00"	214.92	123.79	63.66	122.08	S 68° 54' 00" E
9° 26' 57"	358.90	29.01	14.51	29.00	N 52° 40' 45" E	C-73	14° 06' 00"	316.10	77.79	39.09	77.59	S 59° 27' 00" E
14° 04' 49"	323.90	79.60	40.00	79.40	N 47° 57' 17" E	C-74	14° 06' 00"	281.10	69.17	34.76	69.00	S 59° 27' 00" E
14° 04' 49"	288.90	71.00	35.68	70.82	N 47° 57' 17" E	C-75	14° 06' 00"	246.10	60.56	30.44	60.41	S 59° 27' 00" E
104° 34' 52"	20.00	36.51	25.87	31.64	N 11° 22' 34" W	C-76	26° 21' 44"	257.11	118.30	60.22	117.26	S 79° 40' 52" E
28° 03' 21"	165.21	80.90	41.28	80.09	N 54° 56' 32" E	C-77	82° 44' 16"	20.00	28.86	17.61	26.44	N 45° 46' 09" E
22° 53' 49"	200.21	80.01	40.55	79.48	N 53° 31' 18" E	C-78	107° 34' 00"	20.00	37.55	27.31	32.27	S 49° 23' 00" E
5° 09' 32"	200.21	18.03	9.02	18.02	N 43° 29' 38" E	C-79	10° 48' 32"	405.00	76.40	38.32	76.29	N 82° 14' 16" E
9° 31' 19"	235.21	39.09	19.59	39.04	N 56° 57' 44" E	C-80	68° 02' 00"	135.35	150.72	91.35	151.44	N 29° 38' 00" W
7° 14' 50"	235.21	29.75	14.90	29.73	N 65° 20' 48" E	C-81	68° 02' 00"	170.35	202.26	114.98	190.60	N 29° 38' 00" W
11° 23' 12"	360.75	71.69	35.96	71.58	N 63° 16' 38" E	C-82	34° 01' 00"	205.35	121.92	62.82	120.14	N 12° 36' 30" W
18° 11' 10"	360.75	114.51	57.74	114.03	N 48° 29' 26" E	C-83	34° 01' 00"	205.35	121.92	62.82	120.14	N 46° 39' 30" W
11° 08' 51"	360.75	70.19	35.21	70.08	N 33° 49' 25" E							
40° 43' 13"	395.75	281.26	146.87	275.38	N 48° 36' 37" E							
10° 50' 03"	430.75	81.45	40.85	81.33	N 63° 33' 12" E							
11° 23' 31"	430.75	85.65	42.96	85.50	N 52° 26' 25" E							
5° 41' 19"	430.75	72.84	36.61	72.75	N 41° 54' 00" E							
3° 48' 20"	430.75	66.20	33.17	66.14	N 32° 39' 10" E							
7° 24' 46' 49"	190.03	82.19	41.75	81.55	N 40° 38' 24" E							
3° 27' 19' 11"	190.03	90.61	46.18	90.76	N 66° 41' 25" E							
3° 52' 06' 00"	225.03	204.63	110.00	110.00	N 54° 18' 00" E							
12° 23' 28"	260.03	56.23	28.23	56.23	N 34° 26' 44" E							
1° 39' 42' 32"	260.03	180.22	93.90	179.83	N 60° 29' 44" E							
2° 58' 24' 28"	335.00	137.62	75.46	131.74	N 51° 08' 46" E							
3° 83' 14' 00"	100.00	145.27	88.84	132.83	N 38° 44' 00" E							
4° 83' 14' 00"	65.00	94.43	57.74	86.34	N 38° 44' 00" E							
5° 39' 56' 22"	145.00	100.32	52.26	98.33	N 35° 32' 44" W							
6° 17' 09' 38"	145.00	43.43	21.88	43.27	N 7° 09' 23" W							
7° 34' 56' 48"	180.00	109.79	56.66	108.10	N 16° 02' 37" W							
8° 21' 51' 12"	180.00	68.66	34.75	68.24	N 44° 26' 12" W							
9° 16' 03' 36"	215.00	60.26	30.33	60.07	N 47° 18' 01" W							
10° 45' 55' 06"	10.00	8.01	4.24	7.80	N 62° 15' 57" W							
41° 07' 11' 57"	10.00	18.71	13.56	16.10	N 41° 10' 32" E							
12° 13' 51' 27"	215.00	52.00	26.13	51.87	N 6° 00' 23" W							
13° 117' 01' 00"	10.00	20.42	16.32	17.05	N 57° 04' 20" W							
14° 117' 01' 00"	45.00	91.90	73.46	76.74	N 57° 04' 20" W							
15° 42' 08' 52"	80.00	58.85	30.83	57.53	N 19° 38' 34" W							
46° 50' 00' 01"	80.00	69.81	37.30	67.62	N 65° 42' 35" W							
47° 24' 52' 07"	80.00	34.72	17.64	34.45	S 76° 51' 28" W							
48° 16' 48' 00"	140.00	41.05	20.67	40.90	S 55° 00' 53" W							
49° 16' 48' 00"	175.00	51.31	25.84	51.13	S 56° 00' 53" W							
50° 8' 24' 00"	210.00	30.79	15.42	30.76	S 60° 13' 00" W							
51° 8' 24' 00"	210.00	30.79	15.42	30.76	S 51° 49' 00" W							
52° 141' 19' 00"	10.00	24.66	28.49	18.87	S 23° 02' 33" E							
53° 141' 19' 00"	45.00	110.99	128.20	84.92	S 23° 02' 33" E							
54° 31° 53' 35"	80.00	44.54	22.86	43.96	S 31° 40' 13" W							
55° 44° 02' 55"	80.00	61.50	32.36	60.00	S 6° 18' 03" E							
56° 36° 25' 12"	80.00	50.85	26.32	50.00	S 46° 32' 23" E							
57° 28° 57' 18"	80.00	40.43	20.66	40.00	S 79° 13' 21" E							
58° 8' 28' 30"	140.00	20.71	10.37	20.69	S 89° 27' 53" E							
59° 8' 28' 30"	175.00	25.89	12.97	25.86	S 89° 27' 53" E							
60° 8' 28' 30"	210.00	31.06	15.56	31.03	S 89° 27' 53" E							
61° 102° 41' 28"	10.00	17.92	12.50	15.62	S 73° 17' 15" W							
62° 120° 46' 00"	28.00	59.02	49.26	48.68	S 5° 01' 00" W							
63° 98° 09' 33"	20.00	34.26	23.07	30.22	S 51° 57' 46" E							

I, Thomas W. Kerr, have co.  
this copy with the original and I  
certify that it is a true and exact



# PAYEE & SUBDIVISION

a portion of the S2SE4 and Government  
T.18N., R.3E., B.M., and Lot 9, block 1, of  
Valley County, Idaho  
Tom Kerr. R.L.S.

## SANITARY RESTRICTIONS

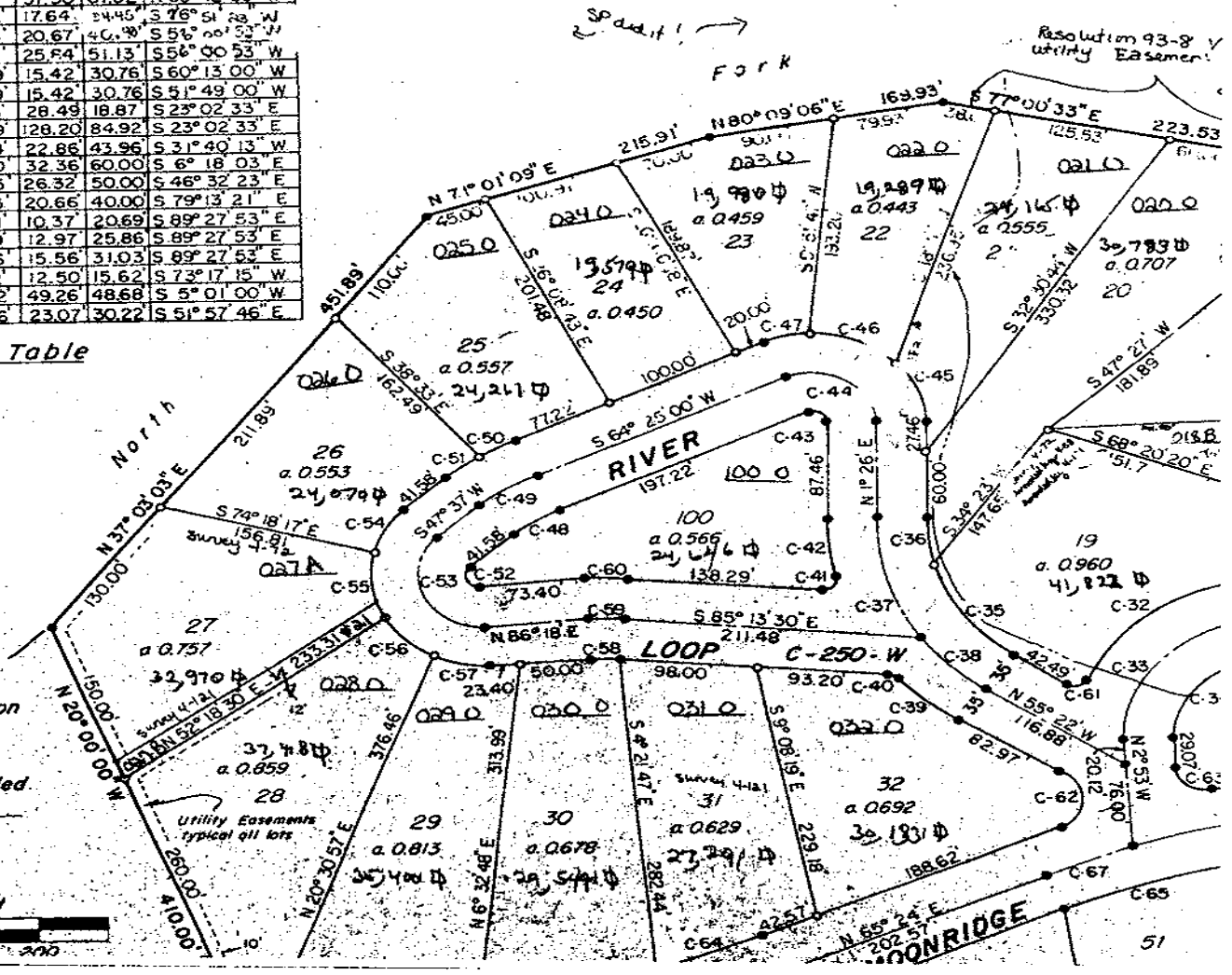
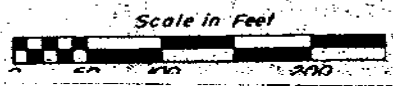
No building or shelter which will require a water supply or a  
sewage disposal facility for people using the premises where such  
building or shelter is located shall be erected until written approval  
is first obtained from the State Board of Health by its administrator  
or his delegate approving plans and specifications either for public  
water and/or sewage facilities, or individual parcel water and/or  
sewage facilities.

Lots 1 thru  
foundations, 51  
7.5 feet or high.  
This plat  
water shall be  
Domestic  
area or ch...

## Curve Table

## LEGEND

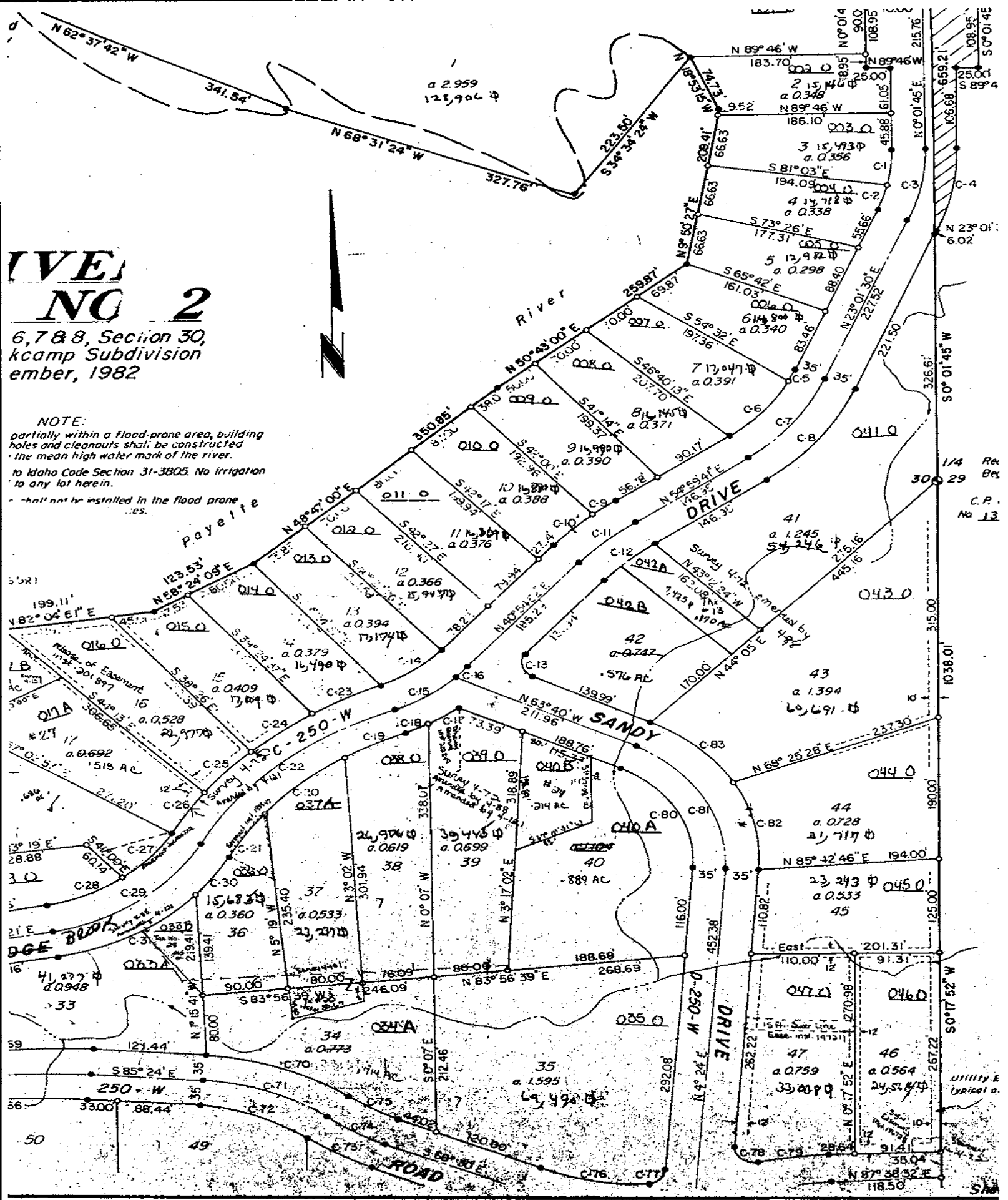
- 5/8" x 30" rebar
- 1/2" x 24" rebar
- 7 - Lot Numbers
- Building setbacks
- 0' - front
- 0' - back
- 5' - side
- Utility easements
- 2' - front and centered on interior lot lines
- 0' - back
- Restrictive Covenants filed
- Inst. No.



# IVE NO 2

6, 7 & 8, Section 30,  
Kcamp Subdivision  
ember, 1982

NOTE:  
partially within a flood-prone area, building  
holes and cleanouts shall be constructed  
the mean high water mark of the river.  
to Idaho Code Section 31-3805. No irrigation  
to any lot herein.  
shall not be installed in the flood prone  
areas.





# PAYETTE RIVER SUBDIVISION NO. 2

A portion of the 3rd, 5th and 6th Government Lots 17, 18, 19, Section 30,  
T16N, R3E, B1M, and Lot 9, Block 1 of Buckcamp Subdivision  
Valley County, Idaho  
September, 1982  
Tom Kerr, R.L.S. 998

**NOTE**  
Lots 1 thru 30 are situated within a flood-prone area, building  
foundations, sewer manholes and structures shall be constructed  
25 feet higher above the mean high water mark of the river.  
This plat is subject to Idaho Code Section 31-3005. No irrigation  
water shall be supplied to any lot herein.  
Downstream water will be used for building in the flood zone,  
except as shown from 50 feet from the river line.

**SANITARY RESTRICTIONS**  
No sanitary, other medical, refuse or water supply area  
sewerage treatment facility for multiple units for animals, means and  
structure shall be located within the flood zone and no structure shall be  
located within the flood zone. No structure shall be located within the flood zone  
and no structure shall be located within the flood zone. No structure shall be located within the flood zone  
and no structure shall be located within the flood zone.

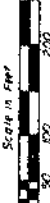
**Curve Table**

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2+00.00	200.00	2+00.00	200.00
2+05.00	205.00	2+05.00	205.00
2+10.00	210.00	2+10.00	210.00
2+15.00	215.00	2+15.00	215.00
2+20.00	220.00	2+20.00	220.00
2+25.00	225.00	2+25.00	225.00
2+30.00	230.00	2+30.00	230.00
2+35.00	235.00	2+35.00	235.00
2+40.00	240.00	2+40.00	240.00
2+45.00	245.00	2+45.00	245.00
2+50.00	250.00	2+50.00	250.00
2+55.00	255.00	2+55.00	255.00
2+60.00	260.00	2+60.00	260.00
2+65.00	265.00	2+65.00	265.00
2+70.00	270.00	2+70.00	270.00
2+75.00	275.00	2+75.00	275.00
2+80.00	280.00	2+80.00	280.00
2+85.00	285.00	2+85.00	285.00
2+90.00	290.00	2+90.00	290.00
2+95.00	295.00	2+95.00	295.00
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3+05.00	305.00	3+05.00	305.00
3+10.00	310.00	3+10.00	310.00
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3+50.00	350.00	3+50.00	350.00
3+55.00	355.00	3+55.00	355.00
3+60.00	360.00	3+60.00	360.00
3+65.00	365.00	3+65.00	365.00
3+70.00	370.00	3+70.00	370.00
3+75.00	375.00	3+75.00	375.00
3+80.00	380.00	3+80.00	380.00
3+85.00	385.00	3+85.00	385.00
3+90.00	390.00	3+90.00	390.00
3+95.00	395.00	3+95.00	395.00
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4+05.00	405.00	4+05.00	405.00
4+10.00	410.00	4+10.00	410.00
4+15.00	415.00	4+15.00	415.00
4+20.00	420.00	4+20.00	420.00
4+25.00	425.00	4+25.00	425.00
4+30.00	430.00	4+30.00	430.00
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4+50.00	450.00	4+50.00	450.00
4+55.00	455.00	4+55.00	455.00
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4+65.00	465.00	4+65.00	465.00
4+70.00	470.00	4+70.00	470.00
4+75.00	475.00	4+75.00	475.00
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6+45.00	645.00	6+45.00	645.00
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9+30.00	930.00	9+30.00	930.00
9+35.00	935.00	9+35.00	935.00
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9+65.00	965.00	9+65.00	965.00
9+70.00	970.00	9+70.00	970.00
9+75.00	975.00	9+75.00	975.00
9+80.00	980.00	9+80.00	980.00
9+85.00	985.00	9+85.00	985.00
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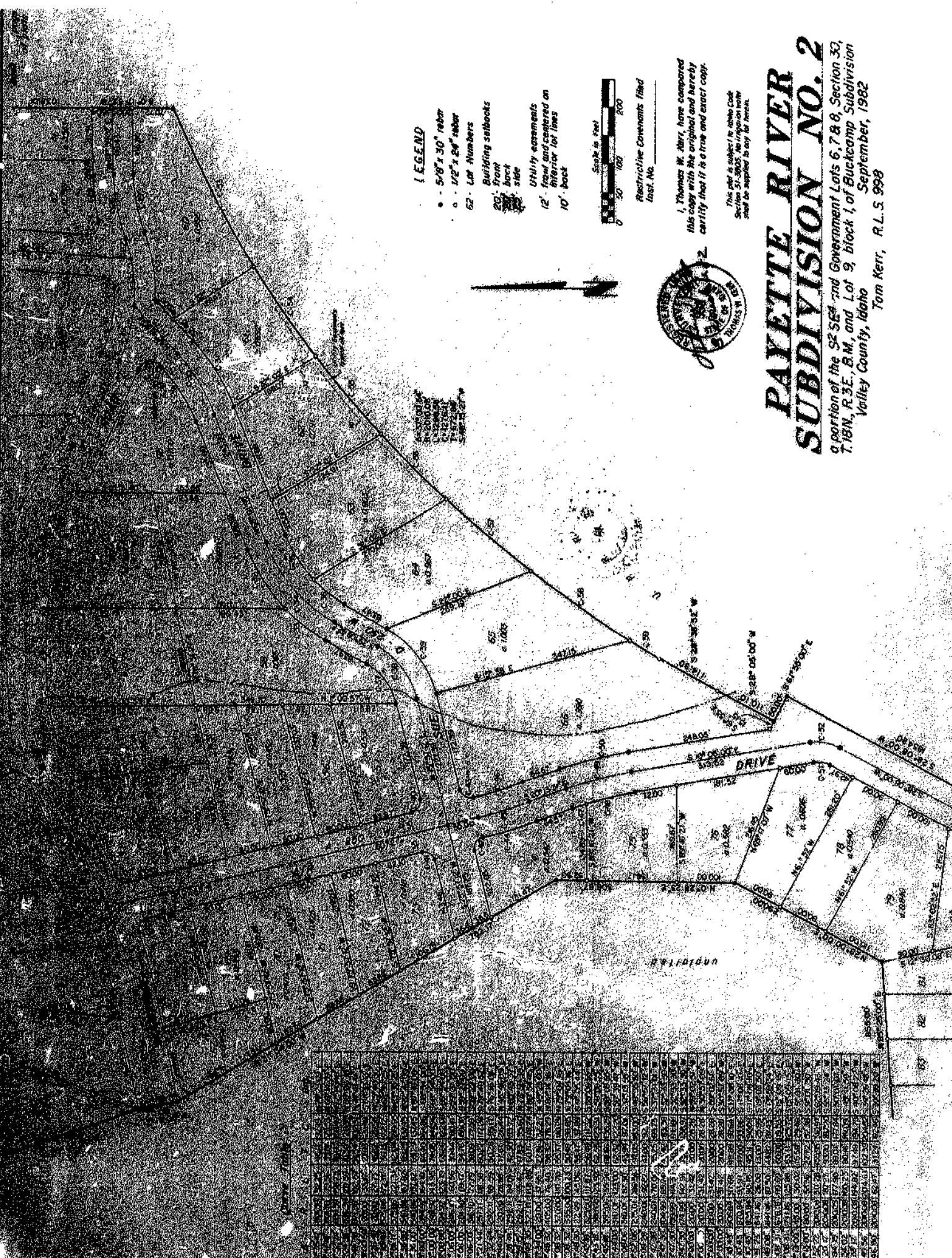
Curve Table

## LEGEND

- 5/8" x 30" rebar
- 1/2" x 24" rebar
- Lot Numbers
- Building setbacks
- front
- back
- side
- Utility easements
- front and centered on
- interior lot lines
- back
- Inactive Components filled
- No.







a portion of the S<sup>2</sup> SE<sup>4</sup> and Government Lots 6, 7 & 8, Section 30,  
T.18N., R.3E., B.M. and Lot 9, block 1, of Buckcamp Subdivision  
Valley County, Idaho September, 1982  
Tom Kerr, R.L.S. 998

• - 5/8" x 30" rebar  
• - 1/2" x 24" rebar  
52 - Lot Numbers  
Building setbacks  
20' - front  
20' - back  
5' - side  
Utility easements  
12' - front and easterly  
inferior lot lines  
10' - back



*Restrictive Covenants filed  
Inst. Ala.*

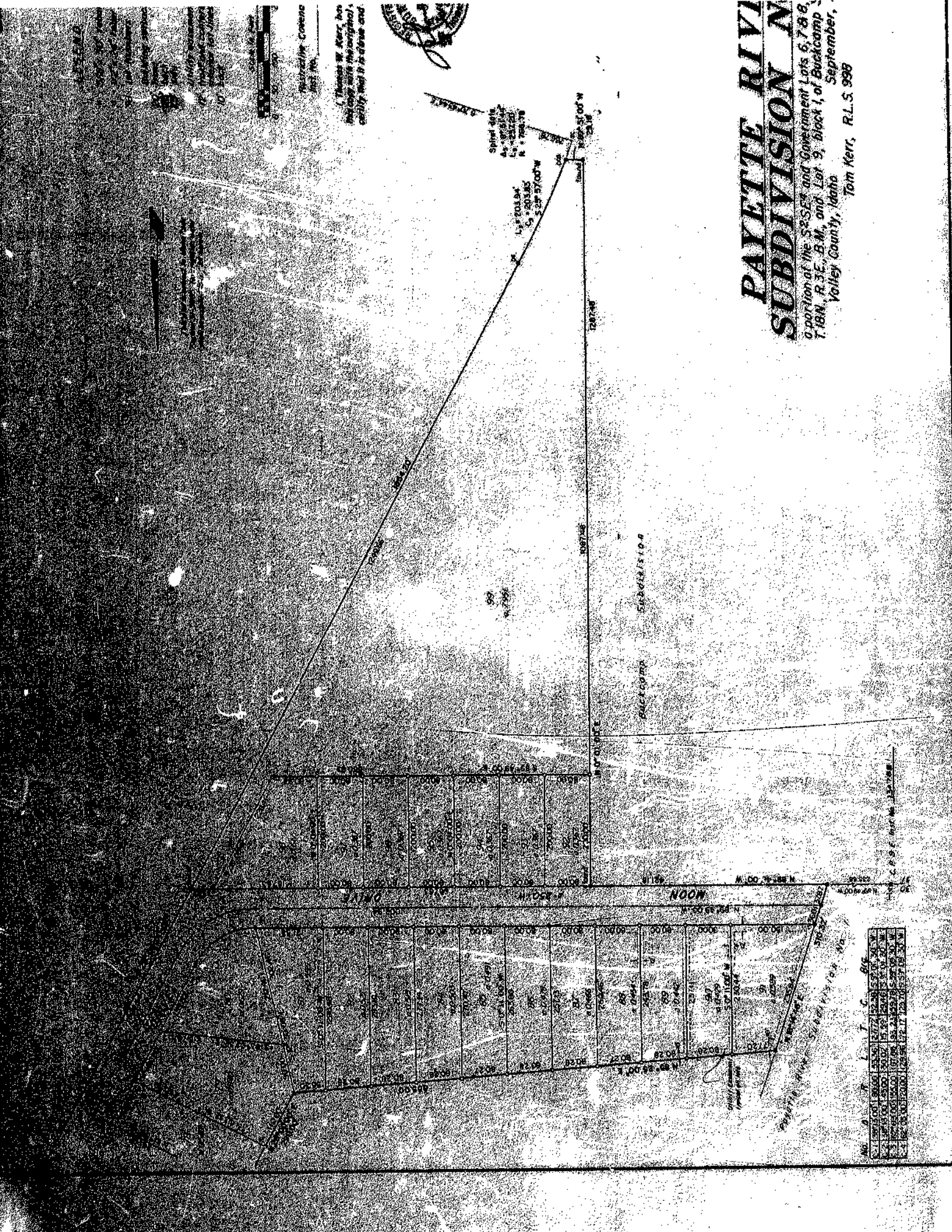
I, Thomas W. Abri, have compared this copy with the original and hereby certify that it is a true and exact copy.

*This pilot is subject to future Code Section 31-35025. No imposition water shall be suspended to any lot hereon.*



# PAYETTE RIVER SUBDIVISION N

portion of the S2SE1/4 and Government Lots 6, 7 & 8,  
T. 18N., R. 3E., B. M., and Lot 9, block 1, of Buckcamp,  
Valley County, Idaho  
Tom Kerr, R.L.S. 998



Wd	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD	AE	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS	AT	AU	AV	AW	AX	AY	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	BK	BL	BM	BN	BO	BP	BQ	BR	BS	BT	BU	BV	BW	BX	BY	BZ	CA	CB	CC	CD	CE	CF	CG	CH	CI	CJ	CK	CL	CM	CN	CO	CP	CQ	CR	CS	CT	CU	CV	CW	CX	CY	CZ	DA	DB	DC	DD	DE	DF	DG	DH	DI	DJ	DK	DL	DM	DN	DO	DP	DQ	DR	DS	DT	DU	DV	DW	DX	DY	DZ	EA	EB	EC	ED	EE	EF	EG	EH	EI	EJ	EK	EL	EM	EN	EO	EP	EQ	ER	ES	ET	EU	EV	EW	EX	EY	EZ	FA	FB	FC	FD	FE	FF	FG	FH	FI	FJ	FK	FL	FM	FN	FO	FP	FQ	FR	FS	FT	FU	FV	FW	FX	FY	FZ	GA	GB	GC	GD	GE	GF	GG	GH	GI	GJ	GK	GL	GM	GN	GO	GP	GQ	GR	GS	GT	GU	GV	GW	GX	GY	GZ	HA	HB	HC	HD	HE	HF	HG	HH	HI	HJ	HK	HL	HM	HN	HO	HP	HQ	HR	HS	HT	HU	HV	HW	HX	HY	HZ	IA	IB	IC	ID	IE	IF	IG	IH	II	IJ	IK	IL	IM	IN	IO	IP	IQ	IR	IS	IT	IU	IV	IW	IX	IY	IZ	JA	JB	JC	JD	JE	JF	JG	JH	JI	IJ	JK	KL	JM	JN	JO	JP	JQ	JR	JS	JT	JU	JV	JW	JX	JY	JZ	KA	KB	KC	KD	KE	KF	KG	KH	KI	KJ	KK	KL	KM	KN	KO	KP	KQ	KR	KS	KT	KU	KV	KW	KX	KY	KZ	LA	LB	LC	LD	LE	LF	LG	LH	LI	LJ	LK	LL	LM	LN	LO	LP	LQ	LR	LS	LT	LU	LV	LW	LX	LY	LZ	MA	MB	MC	MD	ME	MF	MG	MH	MI	MJ	MK	ML	MM	MN	MO	MP	MQ	MR	MS	MT	MU	MV	MW	MX	MY	MZ	NA	NB	NC	ND	NE	NF	NG	NH	NI	NJ	NK	NL	NM	NN	NO	NP	NQ	NR	NS	NT	NU	NV	NW	NX	NY	NZ	OA	OB	OC	OD	OE	OF	OG	OH	OI	OJ	OK	OL	OM	ON	OO	OP	OQ	OR	OS	OT	OU	OV	OW	OX	OY	OZ	PA	PB	PC	PD	PE	PF	PG	PH	PI	PJ	PK	PL	PM	PN	PO	PP	PQ	PR	PS	PT	PU	PV	PW	PX	PY	PZ	QA	QB	QC	QD	QE	QF	QG	QH	QI	QJ	QK	QL	QM	QN	QO	QP	QQ	QR	QS	QT	QU	QV	QW	QX	QY	QZ	RA	RB	RC	RD	RE	RF	RG	RH	RI	RJ	RK	RL	RM	RN	RO	RP	RQ	RR	RS	RT	RU	RV	RW	RX	RY	RZ	SA	SB	SC	SD	SE	SF	SG	SH	SI	SJ	SK	SL	SM	SN	SO	SP	SQ	SR	SS	ST	SU	SV	SW	SX	SY	SZ	TA	TB	TC	TD	TE	TF	TG	TH	TI	TJ	TK	TL	TM	TN	TO	TP	TQ	TR	TS	TT	TU	TV	TW	TX	TY	TZ	UA	UB	UC	UD	UE	UF	UG	UH	UI	UJ	UK	UL	UM	UN	UO	UP	UQ	UR	US	UT	UU	UV	UW	UX	UY	UZ	VA	VB	VC	VD	VE	VF	VG	VH	VI	VJ	VK	VL	VM	VN	VO	VP	VQ	VR	VS	VT	VU	VV	VW	VX	VY	VZ	WA	WB	WC	WD	WE	WF	WG	WH	WI	WJ	WK	WL	WM	WN	WO	WP	WQ	WR	WS	WT	WU	WV	WW	WX	WY	WZ	XA	XB	XC	XD	XE	XF	YG	YH	YI	YJ	YK	YL	YM	YN	YO	YP	YQ	YR	YS	YT	YU	YV	YW	YX	YY	YZ	ZA	ZB	ZC	ZD	ZE	ZF	ZG	ZH	ZI	ZJ	ZK	ZL	ZM	ZN	ZO	ZP	ZQ	ZR	ZS	ZT	ZU	ZV	ZW	ZX	ZY	ZZ
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**SUBDIVISION NO. 2**

Book \_\_\_\_\_, page \_\_\_\_\_



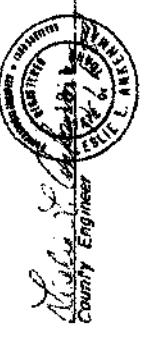
**CENTRAL DISTRICT HEALTH ACCEPTANCE**

This is to certify that the plan of Payette River Subdivision No. 2 and determine contents with the laws of the State of Idaho relating thereto.

Jeffery L. ... 2-23-83  
CDB

**CERTIFICATE OF COUNTY ENGINEER**

This is to certify that I have examined this plan of Payette River Subdivision No. 2 and determine contents with the laws of the State of Idaho relating thereto.



**VALLEY COUNTY PLANNING AND ZONING COMMISSION ACCEPTANCE**

Accepted and approved this 14 day of April, 1983, by the Valley County Planning and Zoning Commission of Valley County, Idaho.

BY Carol Ann ...  
Chairman

**COUNTY COMMISSIONER'S ACCEPTANCE**

Accepted and approved this 14 day of April, 1983, by the Board of County Commissioners of Valley County, Idaho.

BY Edgar Heinrich  
Chairman

**APPROVAL OF THE COUNTY TREASURER**

I, the undersigned County Treasurer in and for the County of Valley, State of Idaho, pay the required I.C. 50-1308 do hereby certify that any and all current and/or delinquent County Property Tax for the included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days.

County Treasurer \_\_\_\_\_ date 4/14/83

**COUNTY RECORDERS CERTIFICATE**

STATE OF IDAHO } S.S.  
COUNTY OF VALLEY }  
This is to certify that the foregoing plat was filed in the office of the Recorder of Valley County, Idaho, on the 15 day of April, 1983, at 2:22 o'clock P.M., by the request of Bill ..., and was duly recorded in plat book 7 on page 92.

...  
Deputy Recorder



**ACKNOWLEDGEMENT**  
STATE OF IDAHO  
COUNTY OF VALLEY

On this 14 day of April, 1983, before me, a Notary Public for the State of Idaho, personally appeared William E. MacSwartz, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and his name as attorney-in-fact.

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 the State of Idaho

**ACKNOWLEDGEMENT**  
STATE OF IDAHO  
COUNTY OF VALLEY

On this 14 day of April, 1983, before me, a Notary Public for the State of Idaho, personally appeared William E. MacSwartz and Marie Sue MacSwartz, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and their names as attorney-in-fact.

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 the State of Idaho



Streets & Public Ways Assn  
Dedicated to Public Use forever  
County Accepted 8-23-76  
C. M. Min. BKS Pg 393

$$\begin{array}{r} 002 \\ \hline 000 \end{array}$$


- $5/8" \times 30"$  steel pins at angle points on bow
- $1/2" \times 24"$  steel pins at lot corners and points of curvature

== 12' Utility easement

**SCALE:** 1 inch = 150 feet

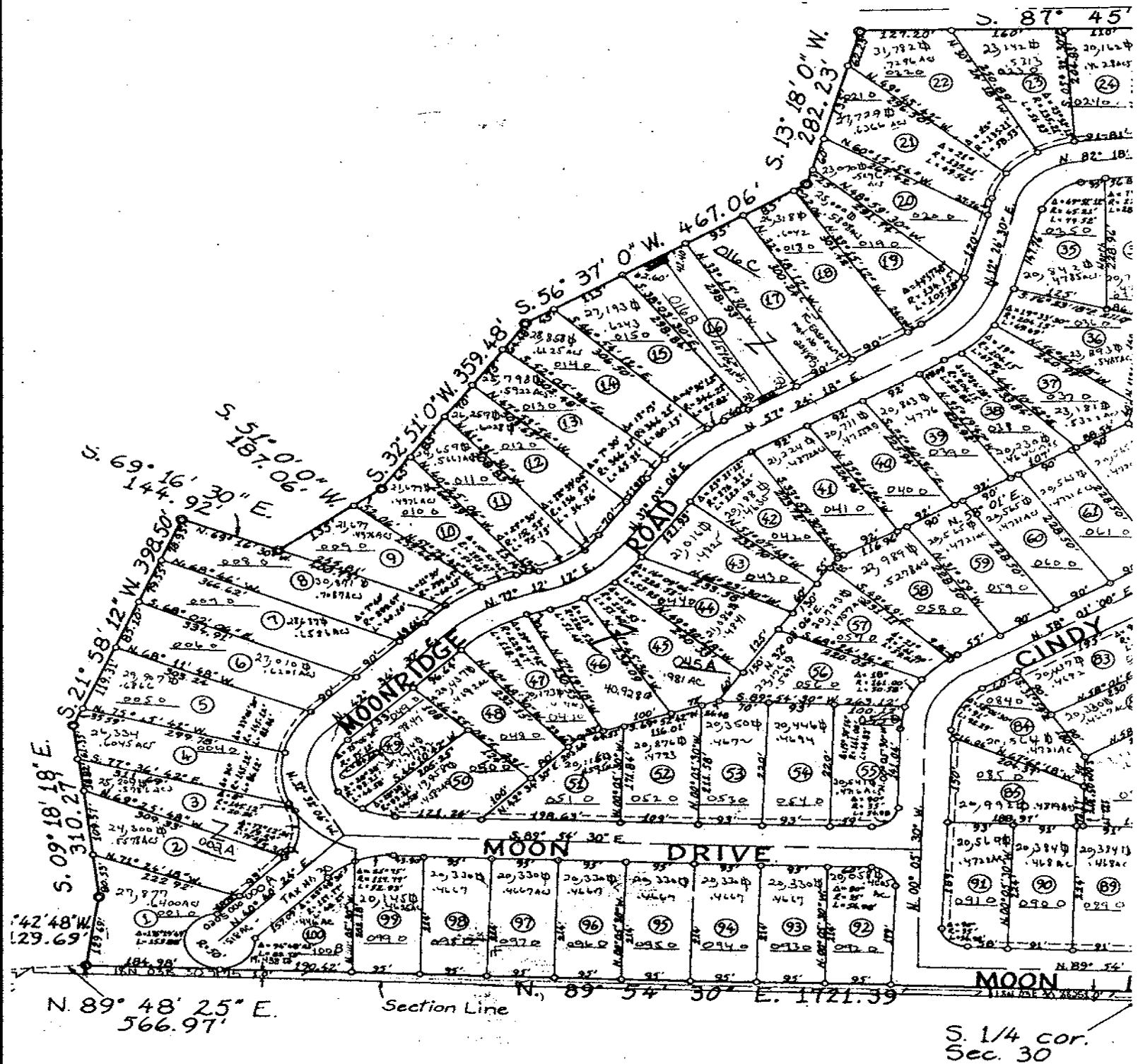
No building or shelter which will require a water supply or a sewage disposal facility for people on the premises where such building or shelter is located shall be erected until written approval first obtained from the State Board of Health by administrator or his delegate approving plans, specifications either for public water and/or facilities, or individual parcel water and/or se facilities.



# PAYETTE RIVER

A PART OF THE S<sup>2</sup> OF S  
VALLEY CO

Bill Harris





**Instrument # 414165**

**VALLEY COUNTY, CASCADE, IDAHO**

**6-19-2018 11:34:36 AM No. of Pages: 18**

**Recorded for : JUDY SECRIST**

**DOUGLAS A. MILLER**

**Fee: 55.00**

**Ex-Officio Recorder Deputy**

**Index to: MISCELLANEOUS RECORD**



**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

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**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

The property hereinafter described has been and is subject to Restrictions, Covenants and Conditions signed July 30, 1973, as Instrument No. 79983 and recorded August 14, 1973, Official Records of Valley County, Idaho, and to amendments to those Restrictions, Covenants and Conditions: First Amended signed July 12, 1998, as Instrument No. 234230 and recorded August 3, 1998; and Second Amended signed November 16, 2002, as Instrument No. 287079 and recorded September 2, 2004; and Amended and Restated signed January 19, 2007, as Instrument No. 318017 and recorded January 31, 2007; all in the Official Records of the Recorder of Valley County, Idaho.

A majority of the votes of Members entitled to vote, measured at the time the vote was taken, having been cast, in person or by written ballot, in favor of the following amendments to the Restrictions, Covenants and Conditions, it is hereby declared that the Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 be amended and restated as follows:

**ARTICLE I  
PROPERTY**

1.1 The Property. All of that property within the subdivision named Payette River Subdivision No.1 located in Valley County, Idaho and further described as Section 30, Township 18 North, Range 3 East, Boise Meridian, the plat of which is filed in the office of the recorder of Valley County, Idaho, Book 4 of plats, page 47, Instrument Number 79827, which record is by reference incorporated herein.

1.2 Binding Effect. The real property described in Article I hereof ("the Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE II  
DEFINITIONS**

2.1 "Annual Assessment" shall mean the portion of all costs of the Association which is to be levied against the Lot and/or Owner of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

2.2 "Architectural Control Committee" or "ACC" shall mean and refer to a designated committee of the Association, consisting of three (3) to five (5) members of the Association in good standing, one of which must be a member of the Board. ACC committee members shall serve by appointment of the Board and shall serve pursuant to the guidance and direction of this Declaration by the Board. Interpretation of this Declaration and any guidelines promulgated as authorized in this Declaration rests with the Board in its absolute discretion.

2.3 "Association" shall mean and refer to Payette River Property Owners Association, Inc., a non-profit Corporation organized under the laws of the State of Idaho, or any successor or assign of said Association.



2.4 "Association Property" shall mean such property as may be owned and operated by the Association for the benefit of the Owners.

2.5 "Board" shall mean and refer to the Board of Directors of the Payette River Property Owners Association, Inc., a non-profit Corporation.

2.6 "Building Floor" shall mean, the covered or interior load bearing building surface upon which appliances, furniture, storage and building occupants are normally found.

2.7 "Commercial Motor Vehicle" shall mean a vehicle with a gross weight rating of 10,001 pounds or more.

2.8 "Declarant" shall mean and refer to Payette River Property Owners Association, Inc., an Idaho non-profit Corporation, its successors and assigns.

2.9 "Declaration" shall mean the recorded Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 hereinabove referenced, as the same may be amended from time to time.

2.10 "Improvements" shall mean structures and construction of any kind on a Lot, above or below the ground such as, but not limited to, buildings, walls, fences, patios, hot tubs, decks, dog runs, and external lighting and exterior painting and/or staining.

2.11 "Limited Assessment" shall mean a charge against a particular Owner and such Owners Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for the failure of an Owner to keep the Owner's Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

2.12 "Lot" shall mean and refer to all Lots within and shown upon the original official recorded plat of Payette River Subdivision No. 1 and except for streets and sidewalks dedicated to the public, as shown upon the recorded plat from July 1973 which provided for one hundred (100) lots. In the event that two or more lots have been consolidated by Record of Survey or other approved Valley County zoning application, the consolidated lots shall be treated as one lot. Mere consolidation for tax purposes without formal Valley County zoning approval shall not be treated as consolidation under this Declaration and the lots shall continue to be counted as lots for all purposed herein.

2.13 "Main Residence Structure" shall mean a residential building intended for single family occupancy together with Out Building(s).

2.14 "Member" shall mean every current beneficial owner (as distinguished from a security owner) of a Lot(s) shall be a member of Payette River Property Owners Association, Inc., a non-profit Corporation. A member, whether an individual, a collection of individuals, a partnership, a corporation, or other associational entity shall have one vote. A Member owning multiple Lots shall have only one vote.

2.15 "Member in Good Standing" shall mean a member who is current in dues, assessments and fines, and is otherwise eligible to vote. Any member who brings his dues, assessments and fines current shall be entitled to vote.

2.16 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.17 "Noxious Weeds" shall mean those weeds classified as undesirable, exotic, injurious, or poisonous pursuant to local, state or federal law.

2.18 "Out Building" means an enclosed, covered building such as a garage or storage facility not directly attached to the main residence structure.

2.19 "Property", when capitalized, shall mean the same as "Subdivision".

2.20 "Public View" shall mean that line of sight from the right of way for public roads that bound an Owners Lot(s) property line(s) whether one lot or several adjacent lots. Line of sight from a neighbor's lot will not be considered as Public View.

2.21 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Member to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration

2.22 "Subdivision" shall mean and refer to the real property constituting the Payette River Subdivision No. 1, according to the official original recorded plat thereof, and every part and parcel thereof, and such additions thereto as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions.

2.23 "Setback" shall mean and refer to the minimum distance between the lawful location of a residence or structure on a Lot from a given street or road or from a Lot line as provided by a plat or otherwise provided for by law or by this Declaration.

2.24 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

### ARTICLE III LAND USE RESTRICTIONS

#### 3.1 Land Use

3.1.1 No Lot shall be used for any purpose other than that of a single family residence as defined in Idaho Code.

3.1.2 No building shall be erected, placed, or permitted to remain on any Lot other than for residential purposes, or for a private garage or other Out Building incidental to residential use of the site. Accessory dwelling units commonly called "mother in law" units or "staff quarters" shall not be constructed upon a lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee. No shop or outbuilding may be remodeled, whether in whole or in part, to function as an accessory dwelling unit without first receiving Board approval followed by submittal to the Architectural Control Committee. No garage or outbuilding may be erected except to accompany or compliment an existing single family residence or a single family residence under construction with occupancy to occur simultaneous with occupancy of the garage or outbuilding.

3.1.3 No used structure shall be placed or relocated on any Lot unless approved in advance by the Board followed by submittal to the Architectural Control Committee.

3.1.4 No trailer or recreational vehicle, tent, shack, garage, barn or other Out Building shall be used for private habitation except that, during periods of construction, a trailer house or recreational vehicle may be parked and occupied as needed on a Lot for a period not to exceed eighteen (18) months, except that a temporary habitation may be erected or parked on a lot for not to exceed four (4) weeks continuous and ten (10) weeks cumulative total in any calendar year, regardless as incidental to occupation of the residence in order to accommodate family or other visiting guests of the Owner.

### 3.2 Animals

3.2.1 Except as provided in 3.2.1.1, no animals, including but not limited to, birds, insects, livestock, or poultry shall be kept or maintained on any portion of Payette River Subdivision No.1 except the keeping of domestic dogs, cats or other household pets which do not constitute a nuisance to other residents.

3.2.1.1 Small Farm Animals: Animals such as chickens, ducks, or rabbits may be boarded permanently or temporarily on any lot as follows:

1. Roosters are prohibited; only hens, and chicks of either sex up to four (4) months old, may be kept.

2. The total number of small farm animals must be no more than six (6) per residence on a Lot or Lots (if more than one Lot owned by one Owner).

3. All small farm animals must be enclosed in a structure that provides for safety, protected from the weather, and providing a minimum of two (2) square feet per animal. Enclosures must be roofed or otherwise enclosed on top as well as all sides and must be kept clean to prevent offensive odors. All feed must be kept in animal proof containers or indoors. Enclosures should be located on the side or behind the dwelling units, but not in front of the dwelling units.

4. Small farm animal enclosures must be set back a minimum of ten feet (10') from the property lines.

5. Outside slaughtering of small farm animals is prohibited.

3.2.2 All allowed pets are to be kept or maintained in compliance with the laws and ordinances of Valley County, Idaho. In this regard, noisome behavior including but not limited to: consistent and/or chronic barking and chasing of vehicles and/or pedestrians shall be considered a nuisance.

3.2.3 All allowed pets must be kept within the boundaries of the Lot or Lots occupied by the pet's Owner or on a leash. This provision applies to but is not limited to residents, guests, renters, and construction workers. All pet Owners are responsible for the cleanup of their animal's waste.

### 3.3 Sanitation

3.3.1 No part of Payette River Subdivision No.1, above or below ground, shall be used or maintained as a dumping or storage ground for garbage, trash, refuse, or other waste. Such material shall be removed on a regular basis but not less frequently than weekly.

3.3.2 Each property Owner will provide suitable receptacles for the temporary collection and storage of refuse on that property Owner's lot. Bear proof containers are recommended.

3.3.3 Construction debris shall be removed from an Owner's lot on a regular basis but not less frequently than weekly, and all building materials shall be removed from the lot, or moved to an enclosed space, promptly upon substantial completion of construction.

3.4 Noxious Weeds. Lot Owners will be responsible for the control and eradication of Noxious Weeds, as defined by applicable local, state or federal law, on their respective lots.

3.5 Storage Tanks and Heating/Cooling Apparatus. Any tank used in connection with any building for the storage of fuel, water, lubricants, or other liquids or gasses, and any permanent air conditioning and/or heating and cooling apparatus must be located underground or concealed from public view, as defined in this Declaration, by an appropriate screen or enclosure as approved by the ACC.

3.6 Trees

3.6.1 Trees are encouraged to be removed only as necessary for approved construction, protection of persons and/or property including wildland fire mitigation or "firewise" recommendations, and the prevention and/or spread of disease.

3.6.2 No commercial logging will take place in Payette River Subdivision No. 1.

3.7 Motorized Vehicles; Parking

3.7.1 No motorized vehicle shall be parked on the street on a daily or continuous basis. Each Lot Owner shall be required to provide adequate off-street parking, not only for the Owner but also for anticipated guests, and in that regard, to provide for adequate snow removal in winter to accomplish this end.

3.7.2 No motor vehicle of any type, or part thereof, and in a non-operative condition, shall be permitted to remain on any lot or street in Public View as defined in this Declaration for more than thirty (30) days in any calendar year. After a ten (10) day written notice is served on the violator, any such vehicle, or part thereof, which does not display current or valid license plates and safety inspection stickers as required by law, shall be deemed to be a non-operating vehicle and may be removed at the request of any Owner and at the expense of the owner of said vehicle.

3.7.3 All motorized vehicles such as snow machines, motorcycles, and other similar All Terrain Vehicles (ATV's) may be operated within the subdivision in accordance with State and local laws. All motorized vehicle traffic within the subdivision must be conducted in a safe, prudent, and lawful manner and not create a public nuisance.

3.7.4 Recreation vehicles including but not limited to trailers, campers, and motor homes belonging to visitors or guests may be parked and occupied on the premises for a period not to exceed four (4) weeks consecutive and ten (10) weeks cumulative in any given calendar year.

3.7.5 Commercial Motor Vehicles may not regularly be parked forward of any dwelling on a daily or continuing basis.

3.8 Noise. Members shall not, and shall ensure that their guests do not, make unreasonable noise which is disturbing to others in the neighborhood. Members shall take reasonable precautions to avoid loud noise from any source between the hours of 10:00 p.m. and 7:00 a.m.

3.9 Fire Prevention. All lots shall be maintained so as to minimize the risk of wildland fire. Adoption of Firewise standards for maintenance of lots is encouraged. The use and possession of fireworks, whether legal or illegal under Idaho law, is prohibited on any lot. Open burning on any lot shall only be allowed upon such conditions as are approved by the Idaho Department of Lands and only when the Owner or occupant of the lot has acquired all necessary permits.

#### ARTICLE IV CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE

##### 4.1 Approval of Construction Plans and Conditions of Construction

4.1.1 As per Article III of this Declaration, no more than one Main Residence Structure shall be erected on one Lot.

4.1.2 Every structure, building, or improvement constructed on any Lot must, if required, receive a building permit or zoning approval and shall comply with all applicable building and zoning codes. No buildings or improvements shall be built, constructed, placed, or materially altered on any Lot unless and until the plans and specifications therefore have been reviewed and approved in advance by the ACC in accordance with the provisions of this Declaration. Thereafter, each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications. Any structure or improvement which has been damaged or in need of repair by any cause may be repaired or rebuilt without ACC approval if the repaired or rebuilt structure or improvement will be identical to the structure or improvement that was damaged or destroyed, but shall still be required to obtain all required building permits and zoning approvals, if any required.

4.1.3 All buildings and improvements shall be of such design as to compliment the natural environment of the area as well as existing buildings and shall be of a high quality of workmanship and materials. Building materials shall consist of natural wood, stone, or other materials native to the area or materials that closely simulate such, and no building shall be constructed in such a manner that sheet metal is utilized as the predominate exterior wall sheathing material. Likewise, paint and/or stain colors shall blend with and compliment the natural surroundings. Notwithstanding the foregoing, painted metal roofing materials shall be allowed in colors that otherwise blend with and compliment the natural surroundings.

4.1.4 The ground floor of the Main Residence Structure, exclusive of open porches or garages shall not be less than one thousand (1000) square feet for a building consisting of one Building Floor nor less than eight hundred (800) square feet for a building consisting of two (2) Building Floors. Any existing Main Residence Structures which do not meet these minimum standards on July 1, 2017, are accepted as non-conforming structures and may be remodeled so long as the remodeling does not reduce the square footage below the square footage of said residence that existed on July 1, 2017.

4.1.5 No building or structure of any kind shall be constructed to include more than two (2) above-ground Building Floors. In any case, the maximum height of any building or other structure, including any loft, shall be thirty-five feet (35) from the foundation level, and shall be in compliance with Valley County, Idaho zoning ordinances and Building Department requirements. A walkout basement shall not generally be considered an above-ground Building Floor.



4.1.6 No part of any Main Residence Structure or Out Building shall be located or placed on any Lot less than twenty-five (20) feet from the front property line.

4.1.7 No part of any Main Residence Structure or Out Building shall be located on any Lot less than seven and one half (7-1/2) feet from any side and twenty (20) feet from any rear property line, provided that if a Main Residence Structure, with or without an Out Building, are proposed to be constructed on two or more contiguous Lots, the Setback restrictions will apply to the Lots as a single parcel.

4.1.8 Set Backs on structures incidental to any building, such as but not limited to, steps, attached or detached open porches, patios, fire pits, hot tubs, decks, dog runs, gazeboes, and like construction may be submitted for consideration by the Board in its absolute discretion on a case by case basis.

4.1.9 Eaves and similar extrusions from any structure shall be considered part of the structure for the purpose of determining setbacks there from.

#### 4.2 Fences

4.2.1 All fences must be approved by the ACC prior to construction.

4.2.2 No fence, hedge or boundary wall located or constructed on the sides or back of any Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge or wall is located. For the purposes of this section, any part of a lot adjacent to a public road is considered a "front yard" and therefore the maximum height for any fence in a front yard may not exceed four (4) feet in height as provided in 4.2.3 below.

4.2.3 Fences, hedges or boundary walls located or constructed at the front of a Lot or Sites shall have a height not greater than four (4) feet and be constructed of natural materials consistent with existing structures. Provided, however, that any owner wishing to construct a front fence in excess of four (4) feet who can show that the fencing in excess of four (4) feet allows for vision from without and within sufficient to avoid the appearance of creating a compound or fortified enclosure may seek approval of the ACC and may proceed with construction only as approved by the ACC after consultation with the Board as to whether the proposed fence may be approved.

#### 4.3 Architectural Control Committee

4.3.1 The right to appoint and remove members of the ACC shall be vested in the Board of Directors of the Association.

4.3.2 The ACC shall have the responsibility to interpret the covenants and conditions related to construction plans and plans for improvements, pursue approvals and certificates of compliance with the covenants and inspect and recommend proceedings to the Board to enforce the covenants and conditions. In situations of a conflict or dispute between a member and the ACC, the member can appeal to the Board regarding the ACC decisions. All appeals must be in writing specifying the grounds for the appeal and filed with the Secretary of the Association not later than fifteen (15) days after the decision of the ACC.

4.3.3 No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot until the design and construction plans and specifications have been submitted to and approved by the ACC.

4.3.4 Proposed plans and specifications for new buildings and any exterior remodeling or exterior additions to existing buildings or structures must be submitted to the ACC in writing over the signature of the Owner or his authorized agent. For new buildings and any remodeling or additions to existing buildings or structures which require a building permit, the initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways and attached fencing may be submitted to the ACC before Owners are committed to a large investment for detailed architectural drawings. If ACC responds favorably to the sketch or concept drawings, Owner shall submit detailed architectural drawings and specifications to the ACC. Specifications shall include elevation and site plans, exterior finish colors and materials, and any additional specifications as may be requested by the ACC. For all other improvements, submittal can be limited to a sketch and written description of plan along with plot sketch indicating location, materials to be used, exterior colors and proposed construction time frame. No construction may commence until Owner has received ACC approval.

ACC must respond within thirty (30) days after receipt of a complete application unless the ACC notifies the Owner prior to the expiration of ten (10) days after receipt that the application is incomplete, specifying what else is required and the additional estimated time that will be required to complete its review and recommendations after receipt of the incomplete information but in any case not later than thirty (30) days after receipt of a complete application.

4.3.5 Neither the ACC nor its individual members shall be liable for damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person submitting plans and specifications to the ACC for approval agrees, by submission of such plans and specifications, and every Owner or occupant of any lot agrees, by acquiring title thereto or an interest therein, that he will not bring any action of suit against the ACC or its individual members to recover such damages.

4.3.6 The Architectural Control Committee shall have authority to make and publish rules and regulations to carry out its responsibilities, but such rules and regulations must be approved by the Board before application to any building or improvement. In addition, the ACC may promulgate guidelines for buildings and improvements which shall be submitted to the Board for approval. The guidelines will only amplify the covenants and conditions of this Declaration. To the extent there may be a conflict, the provisions of this Declaration shall control. All approved rules, regulations, and guidelines shall be available to any Owner or Owner's agent upon request.

#### 4.4 Grandfather - Nonconforming Structures and Improvements

All violations of Article IV of this Declaration for any Main Residence Structures which exist at the time of recording this Declaration shall be permitted to remain as nonconforming structures except where the violation of Article IV of the Declaration also constitutes a violation of duly adopted building or zoning regulations of Valley County, Idaho or other governmental jurisdiction having authority over the subdivision. A nonconforming Main Residence Structure may be altered or remodeled so long as the alteration or remodel does not increase the nonconformity. Alterations or remodeling which decrease the nonconformity of a nonconforming structure shall be allowed but are still subject to review by the ACC or Board as set out in this Declaration. As an example: If an existing Main Residence Structure contains less square footage than required by this Declaration, the home may be altered or remodeled if it will contain at least the same or more square footage than before the alteration or remodeling.

If any other violation of Improvements which exist at the time of recording this Declaration is altered, enlarged, expanded, modified or otherwise changed in any way, the new modification or change must be made in accordance with the current covenants and the violation previously allowed under this clause must be corrected to conform to the current covenants. As an example: If a section of an existing seven foot tall fence is replaced by a new fence, the new fence must conform to the current covenants and the remaining section of the old fence must also conform to current covenants.

Nothing in this provision shall be deemed to excuse or allow nonconforming buildings, structures, or improvements erected in violation of preceding versions of the Declaration.

### ARTICLE V PROPERTY OWNERS ASSOCIATION

#### 5.0 The Association.

The Payette River Property Owners Association, Inc., a non-profit Corporation has been incorporated under the laws of the State of Idaho as a nonprofit corporation and has adopted Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

#### 5.1 Power and Duties of the Association.

5.1.1 Powers. The Association shall have all the powers of a non-profit corporation organized under the general 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 Bylaws and this Declaration. It 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 this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and the performance of the other responsibilities herein assigned, including without limitation:

5.1.1.1 Assessments. The power to levy assessments (annual, special and limited) on the owners of Lots and to force payment of such assessments, all in accordance with the provisions of this declaration.

5.1.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof.

5.1.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.1.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and which are consistent with this Declaration (and the Association rules not in conflict therewith). A copy of the Association rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each owner. Upon such mailing or delivery said Association rules shall have the same force and effect as it they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles, or Bylaws, the provisions of the Association rules shall be suspended by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.1.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association through its Board of Directors, or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and Bylaws. Recognizing its position as a fiduciary, the Board of Directors is authorized to adopt policies regarding ethics, conflicts of interest, and other matters affecting the proceedings of the Board in order to provide accountability to the Members.

5.2 Meetings of the Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws, which shall also set forth the requirements for a quorum.

5.3 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws. Directors and Officers may be removed as provided in Idaho Code 30-30-608.

#### 5.4 Membership

5.4.1 Every Owner of a Lot or Lots shall be a Member of the Association. Membership is not intended to include persons or entities holding an interest merely as security for the payment of an obligation.

5.4.2 Membership shall be appurtenant to and may not be separated from Ownership in any Lot.

5.4.3 Ownership of a Lot or Lots in Payette River Subdivision No. 1 shall be the sole qualification for membership, provided that the vote of said membership may be suspended as elsewhere herein provided, and membership shall automatically transfer to any successors with Ownership interest in a Lot or Lots. Where two or more owners own a Lot(s), only one vote shall be allowed, and such joint owners shall designate the name of that owner entitled to cast such single vote.

5.4.4 At any time that an Owner is delinquent in payment of assessments or fines, the voting privileges of said Owner shall be suspended. Upon payment of the delinquent assessments, and payment of any expenses of the Association in connection therewith, said voting privileges shall be reinstated.

## ARTICLE VI BOARD OF DIRECTORS

### 6.1 Powers of the Association Board

6.1.1 The Association Board shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners with their consent, to initiate and maintain actions and suits to restrain and enjoin any violation or threatened violation of this Declaration including violations of Association rules adopted pursuant to this Declaration and to enforce these rules by mandatory injunction or otherwise. The Board shall also have the authority, but not the obligation, to adopt rules and regulations to provide for a hearing before the Board, upon prior notice, before action is taken against any Owner for violation of this Declaration.

6.1.2 The Association Board, as well as any Owner, shall have the right to enforce or remedy, by any proceeding at law, any conditions, violations, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future. The cost of such corrective action, together with interest, related expenses, and attorney's fees may be assessed and collected as set forth in this Declaration.

6.1.3 Imposition of Fines. The Board has the authority to impose a fine for violations of this Declaration. As required by Idaho law, in order to impose a fine, the following process will be used:

- a. A majority vote by the Board will be required prior to imposing any fine on a Member for a violation of this Declaration;
- b. Written notice by personal service or certified mail of the meeting during which such Board vote is to be taken will be given to the Member at least thirty (30) days prior to the meeting;
- c. In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Member continues to address the violation in good faith, as evaluated and judged by the Board, until fully resolved.
- d. No portion of any fine will be used to increase the remuneration of any Board member or agent of the Board beyond the reasonable enforcement costs borne by the Association and as otherwise provided for in this Declaration.
- e. If he or she chooses to do so, a Member shall have the right to appear at the Board meeting where the Board is scheduled to take a vote on imposition of a fine for violating the terms of this Declaration, and to make a statement to the Board, subject to the duty of the Board Chair to limit the statement or presentation to a reasonable amount of time as determined by the Chair in his or her discretion.

6.1.4 The Board shall have authority to collect interest on delinquent dues and assessments at the legal rate of interest.

ARTICLE VII  
COVENANT FOR DUES AND ASSESSMENTS

7.1 Covenant for Payment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed thereby to covenant and agree to pay to the Association:

7.1.1 Annual dues and any Special Assessments of the Association; and

7.1.2 Limited assessments for failure of Owner to properly maintain their property or correct any nonconforming use or condition, by whomsoever or whatsoever caused. Such assessments shall be established and collected as herein provided.

7.2 Lien for Unpaid Dues or Assessments. The annual dues, and any special or limited assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such dues obligation or assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the dues or assessment fell due. The personal obligation for delinquent dues or assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

7.3 Purpose of Dues and Assessments. The dues or special assessments charged, and limited assessments imposed by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Lot and for the visual harmony, aesthetic appeal and property value of the Subdivision, including enforcement of this Declaration.

7.4 Uniform Rate of Dues. Annual dues must be fixed at a uniform rate for all Members and may be collected on a monthly basis (one-twelfth each month) or on a quarterly basis (one-fourth each quarter), or on an annual basis, as determined by the Board.

7.5 Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any dues or assessments not paid within thirty (30) days after the due date may bear interest at the rate allowed by law in Idaho for liquidated obligations, commencing 30 days after the due date. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. Nonetheless, the Association may file a Claim of Lien, evidencing such lien, not less than thirty (30) days after the due date of the assessment as allowed by Idaho Code 45-810. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the property, in the same manner as provided by law as to statutory liens, or both. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by abandonment of his Lot.

7.6 Subordination of the Lien to Mortgages. The lien of the dues and assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VIII ENFORCEMENT

8.1 Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

8.1.1 The Association.

8.1.2 The Owner or Owners (including Declarant) of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien provided for herein.

8.2 Fees and Costs. Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

8.3 Non-Liability for Enforcement or for Non-Enforcement. Neither the Association nor the Board or officers of the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.4 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the By-Laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.5 No Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

8.6 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.



ARTICLE IX  
GENERAL PROVISIONS

9.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

9.2 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by not less than seventy-five percent (75%) of all Members and duly acknowledged as to each executing Owner, is recorded in the official records of Valley County, Idaho. This Declaration may be amended during the first twenty (20) year period. Such proposed amendment shall be printed on ballots and distributed to all Members by mail with the Board's recommendation. Following such ballot vote the Board shall canvass the ballots cast and in the event that a majority of the Members in Good Standing authorizes the amendment, the Board shall certify and attest to the results of the election whereupon the amendment(s) shall be recorded in the official records of Valley County, Idaho. Amendments are effective upon the date the amendments are recorded.

THE UNDERSIGNED certify that the above Amended and Restated Restrictions, Covenants and Conditions were approved by the majority vote of Members by ballot instrument with notarized signatures by Owners owning not less than fifty-one percent (51%) of all the Lots in Payette River Subdivision No. 1 (Lots being as shown on the July 1973 official recorded plat which provided for one hundred (100) lots).

IN WITNESS WHEREOF, the undersigned being the officers and members of the Board of Directors of the Payette River Property Owners' Association have hereunto set their hands this 10th day of June, 2018.

Judy L. Secrist

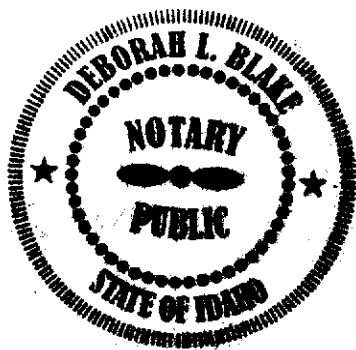
Judy L. Secrist, President

Christy B. Wonenberg

Christy B. Wonenberg, Secretary

Kathryn A. Scott

Kathryn A. Scott, Treasurer



Notary: Deborah L. Blake  
Located in: McCall, Valley County, Idaho  
My Commission Expires: 05/01/2021



**SECOND AMENDMENT TO THE  
PAYETTE RIVER SUBDIVISION NO. 2  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This instrument constitutes the second amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the "Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370 of the official records of Valley County, Idaho.

Come now, Ruth Dickinson, Corporate Secretary of the Payette River No. 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 2, 2001, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted that of the 92 possible votes that could be registered for the amendment the records of the Payette River No. 2 Property Owners Associations, Inc. 33 votes have affirmatively been voted to adopt the foregoing amendment to Section 4.6 of the Covenants and Conditions; and 59 of the votes that were eligible to vote on the issue abstained from voting.

In accordance with the authority of the various property Owners in Payette River Subdivision No. 2 to modify and amend the covenants and Conditions, Article 4 is hereby amended effective as of the date this document is recorded to revise and restate Section 4.6 to incorporate the information set forth in italics as noted below:

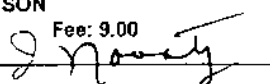
Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of \$100.00. Plans and specifications must be prepared or approved by *a State licensed architect* prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan, elevations, site and plot plan indicating all building, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

As amended Section 4.6 of the Covenants and Conditions shall henceforth read as follows:

Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of \$100.00. Plans and specifications must be prepared or approved by *an Idaho State licensed architect and/or Idaho State licensed engineer* prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan elevations, site and plot plan indicating all buildings, driveways, attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural.

**Instrument # 257036**

VALLEY COUNTY, CASCADE, IDAHO  
2001-09-13 08:33:24 No. of Pages: 3  
Recorded for : RUTH DICKINSON  
LELAND G. HEINRICH Fee: 9.00  
Ex-Officio Recorder Deputy  
Index to: SANITATION RESTRICTION



drawings.

Except as modified or amended by this instrument, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370 of the official records of Valley County, Idaho which remain binding and in full force.

In witness whereof, Ruth Dickinson has executed this instrument effective Monday, September 10, 2001 as Corporation Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.

A handwritten signature in cursive script, reading "Ruth Dickinson", is written over a horizontal line.

Ruth Dickinson, Corporate Secretary  
For Payette River Subdivision No. 2 Property  
Owner's Association, Inc.

VERIFICATION

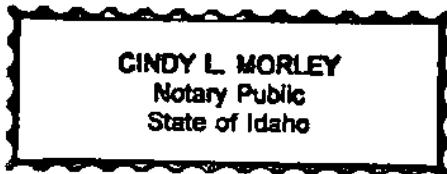
VERIFICATION

State of Idaho

County of Valley

On the 17th day of September, in the year 2001, before me, a Notary Public, in and for said state, personally appeared before me, Ruth Dickinson, Corporate Secretary for Payette River Subdivision No. 2 Property Owners' Association, Inc., and being first duly sworn, declared that the statements contained in the foregoing document are true, and that she executed same on behalf of Payette River Subdivision No. 2 Property Owner's Association, Inc.

(Notary Seal)



Cindy L. Morley  
NOTARY PUBLIC

Residing at: McCall

My Commission Expires: 8-16-2007





**THIRD AMENDMENT TO THE  
PAYETTE RIVER SUBDIVISION NO. 2  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This instrument constitutes the third amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the "Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370, October 21, 1996 as Instrument No. 221641, and September 13, 2001 as Instrument No. 257036 of the official records of Valley County, Idaho.

Come now, Ruth Dickinson, Corporate Secretary of the Payette River No. 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 1, 2002, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted of the 91 possible votes that could be registered for the amendment the records of the Payette River No 2 Property Owners Associations Inc. 33 votes have affirmatively been voted to adopt the foregoing amendment to Article 3 Section 3.15.1. Article 4 Section 4.3, and to add 4.10 of the Covenants and Conditions; and 58 of the votes that were eligible to vote on the issue abstained from voting.

In accordance with the authority of the various property Owners in Payette River Subdivision No. 2 to modify and amend the Covenants and Conditions, Article 3 is hereby amended effective as of the date this document is recorded to revise and restate Section 3.15.1. This also is to amend the Covenants and Conditions, Article 4 is hereby amended effective as of the date this document is recorded to revise and restate 4.3 and to add 4.10 to incorporate the information set forth in italics as noted below:

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public streets, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at least a one-car garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

As amended Section 3.15.1 of the Covenants and Conditions shall henceforth read as follows:

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public street, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at least a *two-car* garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

**Instrument # 265047**

VALLEY COUNTY, CASCADE, IDAHO  
2002-09-11 02:17:36 No. of Pages: 2  
Recorded for: RUTH DICKINSON  
LELAND G. HEINRICH Fee: 6.00  
Ex-Officio Recorder Deputy  
Index to: RESTRICTIVE COVENANT

4.3 This Committee shall consist of three voting members.

As amended Section 4.3 of the Covenants and Conditions shall henceforth read as follows:

4.3 This Committee shall consist of three voting members *and is to include an alternate-voting member for the total of 3 voting members and 1 alternate member.*

As Section 4.10 is a new addition to the Covenants and Conditions it shall read as follows:

4.10 *The majority of the Architectural Control Committee members to discuss reviews and authorizes all plans.*

Except as modified or amended by this instruments, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370, No. 221641 and No. 257036 of the official records of Valley County, Idaho which remains binding and in full force.

In witness whereof, Ruth Dickinson has executed this instrument effective Monday, September 9, 2002 as Corporate Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.

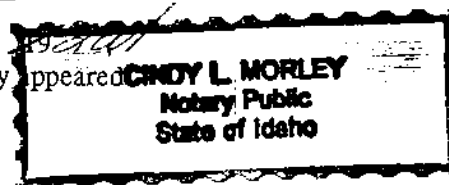
*Ruth Dickinson*

Ruth Dickinson, Corporate Secretary  
For Payette River Subdivision No. 2  
Property Owner's Association, Inc.

**STATE OF IDAHO, COUNTY OF VALLEY**

On this day of *Sept. 10*, 2002, before me, a notary public in and for said State, personally appeared

*Ruth Dickinson*  
known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that she executed the same.



Resident at *McNeil*  
Comm. Expires

*Cindy Morley*  
Notary Public  
My Commission Expires On  
August 18, 2007



**PAYETTE RIVER SUBDIVISION NO. 2  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**ARTICLE ONE**

**1.0 Property Subject to this  
Declaration of Protective Covenants**

1.1 Payette River Subdivision Partnership ("Declarant"), an Idaho general partnership (composed of L. B. Industries, Inc., an Idaho corporation and Marvin E. Whiteman, Jr., a single man, as its partners) having its principal place of business and mailing address located at P.O. Box 2797, 1401 Shoreline Drive, Boise, Idaho, 83701, is the Owner of all of that property within the subdivision named Payette River Subdivision No. 2 in Valley County, Idaho located in Section 30, Township 18 North, Range 3 East, Boise Meridian, except Lots 11 and 99 of Payette River Subdivision No. 2 (Lots 11 and 99 of Payette River Subdivision No. 2 were originally sold prior to Declarant's acquisition of the ownership the remainder of Payette River Subdivision No. 2 and prior to the recordation of these protective covenants, conditions and restrictions (generally referred to herein as "Covenants and Conditions"). As such, Lots 11 and 99 will not be deemed to be subject to the benefits and encumbrances imposed by these protective covenants unless or until the current owners of said Lot 11 and/or Lot 99 execute and record a document subjecting their lots to these Covenants and Conditions). The real property which is, and shall be conveyed, transformed, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements as set forth within the various clauses and covenants of this declaration is located in the County of Valley, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements platted as Payette River Subdivision No. 2 (except Lots 11 and 99) as recorded in the office of the County Recorder of Valley County, Idaho, on November 15, 1983 as Instrument Number 132271 of the Records of Valley County, Idaho (as modified by any recorded amendments thereto).

1.2 It is the intent of the Declarant that the covenants, conditions, and restrictions set forth herein shall apply to more adequately and completely provide for the future development, management and use of the lots, roadways and common areas of the Subdivision than as provided by the "Building Restrictions" which were previously recorded on November 15, 1983 as instrument number 132272 of the Records of Valley County, Idaho. In that regard, this declaration of covenants, conditions and restrictions shall serve to supersede the restrictions imposed upon the real property within the Subdivision in all cases except for Lots 11 and 99. Until or unless the then current owners of Lots 11 and/or 99 agree to impose the benefits and restrictions set forth herein upon their respective lots, the owners and occupants of said Lot 11 and said Lot 99 shall not be subject to nor have the rights which are hereby granted and imposed on Lots 1 through 10 and 12 through 98 within the Subdivision.

1.3 To the extent that any provisions of this declaration of covenants, conditions and restrictions is not deemed, by a court of competent jurisdiction, to supersede a restriction imposed by the Building Restrictions, recorded as instrument number 132272 of the Records

of Valley County, Idaho, the pertinent provision of the Building Restrictions shall be deemed to be applicable but the remainder of this declaration of covenants, conditions and restrictions shall remain in full force and effect.

## **2.0 ARTICLE TWO**

### **General Purposes and Definitions**

2.1 The real property described in Article One hereof is subject to the conditions, covenants, restrictions, reservations, and easements hereby declared to ensure the best use and the most appropriate development and improvement of each building site thereof; to protect the Owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of such property; to prevent the construction of improper or unsuitable Improvements; to encourage and secure the erection of attractive dwellings thereon; and in general to create and keep the Subdivision, insofar as possible, desirable, attractive, beneficial, and suitable in architectural design, materials and appearance; to guard against fires and unnecessary interference with the natural beauty of the Subdivision and to provide adequately for the improvement of said property; all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

2.2 As used herein the following words and terms shall have the following meanings.

2.2.1 "Architectural Control Committee" shall mean that certain committee initially established by the Declarant (and later the Association) to review and approve construction plans and plans for improvement of the Lots within the Subdivision.

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" (hereinafter such association may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.3 "Building Site(s)" or "Sites" shall mean any contiguous plot of the Subdivision the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee Owner (other than Declarant) of said plot of the Subdivision. If two or more Lots, or parts of two or more Lots, as designated on the recorded Plat of Payette River Subdivision No. 2 or on any phase



thereof, are contiguous and described in such original conveyance from Declarant to the first fee Owner, if so elected by such first fee Owner, such Lots or parts thereof shall be treated as a single Building Site for purposes of the Covenants herein contained.

- 2.2.4 "Common Areas" shall mean and include collectively all real property or Out Lots within the Subdivision which are designated to be owned or are owned by the Association, including (without limitation) any real property upon which Common Facilities are located or are intended to be located and any property designated and held by the Declarant for use as a Common Area and any property deeded by the Declarant to the Association for use as Common Area. The term "Common Area" shall not include any real property owned by or reserved for governmental entities.
- 2.2.5 "Common Facilities" shall mean the facilities developed by the Declarant or the Association for the general use of the Owners, their families and guests which is located, or to be located, within the Subdivision and any other facilities of a similar nature situated in the Subdivision which the Declarant has designated for future transfer to the Association or which the Association may from time to time own, lease, operate or otherwise control.
- 2.2.6 "Declarant" shall mean Payette River Subdivision Partnership an Idaho general partnership and its successors and assigns.
- 2.2.7 "Improvements(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, accessory buildings, water lines, sewers, electrical and gas distribution facilities, loading areas, parking areas, walkways, walls, fences, hedges, plantings and other landscaping, signs and external lighting.
- 2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the owners of said lots adopt these Covenants and Conditions as provided in Article One).
- 2.2.9 "Occupant" shall mean and include any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building Site or Sites whether or not such right is exercised as well as their heirs, assigns and successors in interest.

- 2.2.10 "Owner" or "Owners" shall mean the party or parties having any fee hold estate interest in any Lot, excluding any person who holds such interest as security for the payment of an obligation, but including any mortgage, under deed of trust or other security holder in actual possession of any Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.
- 2.2.11 "Out Building" shall mean an enclosed covered building to be used as a barn, garage or for other storage purposes not directly attached to the main structure which it serves.
- 2.2.12 "Out Lot" shall mean a lot reserved by Declarant for open space, roadways, utilities or recreational facilities.
- 2.2.13 "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.
- 2.2.14 "Subdivision" shall mean the land described in Article One. Declarant may, pursuant to the following provisions of this declaration, amend Article One to include all or any part of the adjoining land owned by it at the time of the amendment.

### **ARTICLE THREE**

#### **3.0 Covenants and Conditions**

##### **3.1 Land Use and Building Type.**

No Building Site shall be used except for residential purposes, and each Site shall be limited to one Single Family Residence. No building shall be erected, altered, placed, or permitted to remain on any Site other than for residential or recreational purposes or for a private garage, barn, and other out buildings incidental to residential use of the premises. All structures constructed on any Building Site shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor or mobile home, basement, tent, shack, garage, barn, or other out building located or erected on a Building Site covered by these covenants shall at any time be used for private habitation, except in the following situations:

- (a) During the construction period for a given Lot (which must be completed within twelve (12) months - see Section 3.12) a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation of the Lot Owner and/or Occupants as approved on a case by case basis by the Architectural Control Committee.

- (b) After the construction of a Single Family Residence has been completed upon a Lot, a recreational vehicle (camping trailer or motorhome) may be used for temporary habitation by guests for consecutive periods not exceeding fourteen (14) days or nights. At the conclusion of such fourteen (14) consecutive day or night occupancy period, the recreational vehicle must be removed from the Building Site for at least fourteen (14) consecutive days.

No Lot (including Lot 60) shall be used for any retail commercial or business purposes whatsoever. The covenants set forth within this Section 3.1 shall not apply to Declarant's or its agent's real estate sales office, and the activities conducted in connection therewith.

### 3.2 Approval of Construction Plans.

3.2.1 No building or other structure shall be constructed, erected, or maintained on any Lot, nor shall any addition thereto or change or alteration therein be made unless it complies with the Valley County, Idaho zoning ordinances in existence with respect to the property and until the complete plans and specifications (including, but not limited to, the floor, elevations, plot, grading, and landscaping plans); provisions for off-street parking; the specifications of principal exterior materials and color schemes; and the location, character and method of utilization of all utilities) have been submitted to the Architectural Control Committee approved in writing, by the Architectural Control Committee. Each building or other structure shall be constructed, erected, and maintained in strict accordance with the approved plans and specifications.

3.2.2 The procedures dealing with the submission of plans to the Architectural Control Committee are set forth in Article Four.

### 3.3 Minimum Floor Area and Building Heights.

3.3.1 Single Family Residence - no main residence structure shall be permitted on any Building Site covered by these covenants, the habitable floor area of which, exclusive of basements, porches, and garages, is less than 1,200 square feet.

3.3.2 Single Family Residence - no main residence structure shall be permitted have more than two (2) above ground floors (a daylight basement shall not generally be considered an above ground floor). In the case of a two (2) story (above ground) structure, the first floor shall have no less than 800 square feet of the required 1,200 square feet of total habitable floor area.

3.3.3 The maximum height of any building shall be in compliance with the Valley County zoning ordinances.

### 3.4 Set Back Requirements.

Some Lots have designated building envelopes as per the recorded Master Plan and Plat, if a building envelope is designated for a given Lot, all Improvements must stay within the designated building envelope. In the case of Lots where a building envelope is not designated on the Master Plan and Plat, there shall be no general rule for the location of Improvements with relation to property lines but the location of such Improvements must receive the advance approval of the Architectural Control Committee, as more completely described herein. In all cases the location of all such Improvements shall conform to the Valley County zoning regulations then in effect.

### 3.5 Fences.

To maintain and preserve the natural beauty of land, no fence, wall, or similar type barrier of any kind shall be constructed, erected, or maintained on any Lot for any purpose whatsoever, except such fences, walls, or barriers that are attached to the main structure for privacy or enclosure of pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers, be approved). No lot line fencing will be permitted. In addition, it is noted that in no case will fencing, walls or barriers be permitted on the river front slope or downhill area of Lots 1 through 19.

### 3.6 Signs.

No signs of any kind shall be displayed to the public view on any part of the property, except one sign of not more than two (2) square feet designating the Owner of any Building Site, one sign of not more than six (6) square feet advertising the property for sale or rent, and except temporary signs used by Declarant, or its agent, to advertise property in Payette River Subdivision No. 2.

### 3.7 Easements.

Easements and rights-of-way as described on the recorded plat of Payette River Subdivision No. 2 have been reserved for poles, wires, pipes, and conduits for electricity, gas, telephones, sewer, drainage water, snow removal and other utility and road purposes together with the right of ingress and egress for further construction, maintenance and repair thereof as shown on the recorded plat of the Subdivision. Road rights-of-way and easements shown on the plat contain utility, easements, and easements for other purposes. No dwelling, Improvement, material, equipment, or refuse shall be placed on any part of said property within the area of easements reserved so as to interfere with the use thereof as reserved.

### 3.8 Garbage and Refuse Disposal.

- 3.8.1 Except as noted in Section 3.8.2, no part of the Subdivision above or below ground shall be used or maintained as a dumping ground for refuse, trash, garbage, debris, or other waste. At all times the Subdivision shall be maintained in a sanitary condition.
- 3.8.2 Prior to the sale of Lots 63, 64 and/or 65, Declarant and its agents may use all or a portion of such unsold Lots 63, 64 and/or 65 for the storage and burning (burning must comply with governmental regulations and laws) of dead trees and other construction debris generated during the development of the Subdivision and also the development of adjacent areas which are designated as Payette River Subdivision No. 3. All such debris shall be burned, buried or otherwise removed from the Subdivision by Declarant as of the date Declarant sells the Lot in question or Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision.
- 3.8.3 All fish cleaning shall be performed at designated locations in the Common Areas or will be performed on the Owner's own Lot. All debris and waste from fish cleaning will be properly disposed of in appropriate garbage containers. Under no circumstances will dead fish or fish parts be left on the ground or thrown into the water of the Payette River.
- 3.8.4 Reasonable precaution shall be taken against fire hazards and no outdoor burning of any kind shall be permitted upon the Building Sites (except for cooking).
- 3.8.5 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse on their Lot and all such receptacles shall be screened from public view and protected from disturbance.
- 3.8.6 Except as noted in Section 3.8.2, these restrictions also apply to contractors doing construction work.

### 3.9 Trees.

Living trees, the trunk of which is four (4) inches or more in diameter, naturally existing upon a Lot, except to the extent necessary for construction purposes, shall not be cut, trimmed, or removed from the properties except as may be approved by the Architectural Control Committee.

### 3.10 Animals, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the property for any commercial purpose. Household pets kept for personal or recreational purposes must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner. No horse may be kept on any Lot not an addition (except Lot 99 which shall continue to have the right to keep up to three (3) horses on said lot as presently permitted by the "Building Restrictions", even if Lot 99 becomes subject to these Covenants and Conditions).

All pet enclosures must match the colors of the main structure on the Lot, be attached to the main structure on the Lot and receive the prior approval of the Architectural Control Committee.

Idaho Law prohibits dogs from disturbing or chasing wildlife. Fish and Game Policy allows for destruction of dogs in the pursuit of big game animals and Owners may be cited and fined. When dogs are out of their enclosures the Owner is responsible to keep them on a leash and for cleanup of animal waste in the Common Areas or other areas outside their Lot.

### 3.11 Landscaping.

Declarant has set aside some Wetland areas as Common Areas, as designated on Declarant's Master Plan and Plat of the Subdivision. These Wetland areas are not to be destroyed.

The area 25 feet above the median high water mark along the Payette River is designated as a riparian zone and no disturbance will be allowed in this area except as permitted by governmental ordinances or laws.

In order to insure protection of the water quality of the Payette River and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted in native grasses and trees. All previously prepared Sites will be landscaped and completely planted in native grasses and trees. The Architectural Control Committee may approve limited construction of gardens, lawns, and exterior living areas. Well water shall be restricted to domestic use only (domestic use is deemed to include non commercial use of water for human and animal consumption, cleaning, washing, sanitation systems and reasonable watering of houseplants and exterior gardens and lawns).

### 3.12 Continuity of Construction.

All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of building permit unless approved in writing by the Architectural Control Committee.



### 3.13 Nuisance and Fire Arms.

No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Subdivision. Fire arms as used herein shall be construed to mean not only rifles, pistols and cannons, but also fireworks, explosives, air rifles, BB guns, or similar devices.

### 3.14 Sewage Disposal.

Valley County and the Idaho Department of Health and Welfare have determined that septic tanks and leach fields may not be used in this Subdivision for the disposal and treatment of sewage (based on soil tests, proximity of the water table and the proximity of the Payette River). In that regard, it is required that each dwelling constructed in the Subdivision be connected to an operating and approved central sewage treatment system for the disposal of sewage before an occupancy permit for such dwelling will be issued by Valley County. Each dwelling must use the central sewage treatment system which has been approved by Valley County and the Idaho Department of Health and Welfare for use within the Subdivision. If an Owner or any other party proceeds to build upon a Lot before a central sewage treatment plan has received operational approval, an occupancy permit for such dwelling will not be able to be acquired until the plant has been approved as operational by the pertinent governmental agencies. In order to hook up to and use the central sewage treatment system, the Owner of a Lot will be required to pay the then current standard hook up fee and the monthly maintenance fees as established from time to time by the operator or owner of the central sewage treatment plant. A connection point for access and the ability to hook up to said sewage treatment system is located either within the property line or adjacent to each Lot.

### 3.15 Parking.

3.15.1 Parking shall be accommodated on Site with no Owner parking of vehicles allowed on Subdivision private or public streets, except in areas so designated for on street parking by the Declarant or the Association. Each Site shall provide at least a one-car garage (three-car garage maximum) and the minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.15.2 Parking in Common Areas shall be limited to those locations designated as being available for parking. Parking in these areas shall be for temporary purposes incidental to the use of the Common Areas and Common Facilities. No overnight parking or overnight camping shall be permitted in the vehicles located in the Common Areas.

### 3.16 Trailers and Motor vehicles.

No boats; trailers; campers; motorhomes; commercial cars, trucks or vans; buses, or other portable vehicles, other than duly registered and licensed non-commercial cars, passenger vans, and light duty trucks, shall be parked forward of any dwelling at any time during three consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis (It is the intent of this provision to prohibit Owners or Occupants from regularly parking commercial vehicles on Lots. This Subdivision is residential and Owner or Occupant commercial vehicles should be garaged or otherwise concealed when parked on a Lot). All boats, trailers, campers, motorhomes, snowmobiles, All Terrain Vehicles, motorcycles and other motorized vehicles, if parked for a period exceeding 72 hours, must be concealed from sight of any traffic along Subdivision roads by appropriate fencing, enclosure or other year round screening. Any screened area must be located to the side yard or rear yard of a dwelling. No motor vehicle shall be constructed, reconstructed, or repaired upon the front or side yard of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any Improvement as approved by the Architectural Control Committee. No motor vehicle of any type, or part thereof, shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid license plates and safety inspection stickers, as required by law, shall be deemed to be a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided. No motorized "off-the-road" vehicles shall be operated on any Lot in a noisy or disturbing manner which would create a nuisance.

### 3.17 Antennas.

Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Lot. Notwithstanding the above, a television antenna may be attached to the side of a dwelling, if using a fireplace chimney for support. Any satellite dish shall be painted an earth tone color and shall be concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

### 3.18 Storage Tanks.

Any tank used in connection with any dwelling (e.g. for storage of gas, oil or water) and any type of refrigeration or heating apparatus must be located underground or concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

### 3.19 House Numbers and Mailboxes.

Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot. Mailboxes installed along the roads shall be of wood construction with a wood post in order to achieve a uniform appearance. Mailboxes shall be paid for by the Owner.

### 3.20 Water Quality.

The Association shall have the authority to adopt rules and regulations to ensure and to protect the natural beauty and water quality of the Payette River where adjacent to the Subdivision.

### 3.21 General Restrictions Applicable to Common Areas and Common Facilities.

3.21.1 The Common Areas and Common Facilities shall be under ownership and control of the Declarant until the Declarant creates and deeds over the said Common Areas and Common Facilities. Declarant retains the right to create and deed over Common Areas and Common Facilities as it deems appropriate, but Declarant must deed all Common Areas and Common Facilities to the Association as of the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision.

3.21.2 Subject to the Association Rules, the following persons shall have the exclusive right of use of all Common Areas and Common Facilities:

- (a) Members of the Association (Owners), their immediate families, guests and the tenants of such members.
- (b) Declarant, its invitees, guests, tenants, employees and agents, and its successors and assigns, while Declarant, its successor or assigns are engaged in the development and/or sale of property within the Subdivision.
- (c) Such other persons or entities as the Association shall from time to time grant the right of use.

3.21.3 The use of Common Areas and Common Facilities shall at all times be subject to the rules, regulations and/or charges, if any, prescribed by the Declarant from time to time (prior to the deed of such Common Areas and Common Facilities to the Association) and thereafter as prescribed by the Association from time to time.

- 3.21.4 The use of said Common Areas and Common Facilities shall be subject to such easements and reservations of rights of Declarant hereinafter described and made of record.
- 3.21.5 Only the Declarant (prior to title to the Common Area vesting in the Association) or the Association (after vesting of title) shall be permitted to engage in construction, excavation or other work which in any way alters any Common Area or Common Facility. Construction, excavation or other work shall only be made in strict compliance with provisions of Section 3.23.
- 3.21.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.
- 3.21.7 There shall be no use of a Common Area or Common Facility which injures, erodes, or scars the same or the vegetation thereon, or increases the cost of maintenance thereof, unless expressly permitted by the Association and in any event, there shall be no use of a Common Area or Common Facility which causes unreasonable embarrassment, disturbance, or annoyance to Owners in the enjoyment of their Lots.
- 3.21.8 There shall be no camping in any Common Area.
- 3.22 Common Areas: Construction and Alteration of Improvements, etc.  
After title to a Common Area is vested in the Association, no Improvement, excavation or work which in any way alters such Common Area from its state on the date such Common Area is so conveyed, shall be made or done except upon strict compliance with the following provisions of this section:
- 3.22.1 With the exception of the Declarant (prior to the time that the Association is vested with fee title to said Common Area), or a public utility or governmental agency (by right of easement), only the Association shall have the right to construct Improvements upon, or make any excavation or fill upon, or change the natural or existing drainage of, or destroy or remove any tree, shrub, or other vegetation, upon, or plant any tree, shrub or other vegetation upon any Common Area.
- 3.22.2 If the Association, or any entity under right of easement, proposes to construct a new Improvement or alter the exterior of an existing Improvement upon a Common Area, or to make any excavation or fill upon, or to change the natural or existing drainage of surface waters upon a Common Area, it shall not do so until a permit has been

obtained from the Architectural Control Committee. The Association, or entity proposing to do such work shall submit to the Architectural Control Committee for approval plans for such work in such form and containing such information as the Architectural Control Committee may require. The Architectural Control Committee shall approve the plans so submitted if the following conditions have been satisfied:

- (a) If the plans are to construct any new Improvement, including any alteration of the exterior of any existing Improvement, the Architectural Control Committee finds that such Improvement complies with these Covenants and Conditions; and
- (b) That such work if under right of easement, (aa) is reasonably necessary for any utility installations serving any property within the Subdivision or any property to be annexed to the Subdivision, or any property for which an easement has been reserved or granted by Declarant or (bb) is desirable in order to provide or improve access to or to enhance the use and enjoyment of any such property; or (cc) is desirable to protect or preserve any property within the Subdivision; and
- (c) The Architectural Control Committee finds that the proposed work shall not materially prejudice the Subdivision.

3.22.3

Without approval of the Architectural Control Committee, the Association may:

- (a) Construct, reconstruct, replace or refinish any Improvement or portion thereof upon Common Areas in accordance with the plans for such Improvement as they existed upon the Common Area when it was conveyed to the Association;
- (b) Replace destroyed trees or other vegetation, and, to the extent that the Association deems necessary, plant trees, shrubs, ground cover and other vegetation;
- (c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.
- (d) That such work does not violate Federal, State, and Local Government Agencies' Laws, Ordinances and Restrictions

3.22.4

Without approval of the Architectural Control Committee, the Declarant may construct, reconstruct, replace or refinish any

Improvement intended to be constructed on a Common Area, or any portion thereof, as a part of the development work of the Subdivision.

**3.23 Mining/Oil Drilling.**

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind, shall be permitted upon or in the Subdivision, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of the Subdivision or within five hundred (500) feet below the surface of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Subdivision.

**3.24 Work in Progress.**

The Architectural Control Committee or its representative may inspect all grading and construction work while such work is in progress and give notice of non-compliance when it believes that the provisions of this Declaration have not been complied with, and such person(s) shall not be deemed guilty of trespass by reason of such entry. If no notice of non-compliance has been sent, then the Owner shall be deemed to be in compliance upon occupancy of the dwelling and related structure and other Improvements.

**3.25 Machinery and Equipment.**

No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within the Subdivision except such machinery or equipment that is usual and customary in connection with the development, maintenance or construction of a residence, appurtenant structures, or other Improvements within the Subdivision.

**3.26 Restriction on Further Subdivision.**

No Lot within the Subdivision shall be further subdivided or separated into smaller Lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. This provision shall not, in any way, limit Declarant from subdividing any portion of the Subdivision or Lot owned by Declarant into multiple Lots. No portion of a Lot but for the entire Lot, together with the Improvements thereon, may be rented. The provision of this section shall not apply to the division of any Lot between adjoining Lots.

**ARTICLE FOUR**  
**Architectural Control Committee**

4.1 There is hereby established an Architectural Control Committee (the "Committee"), whose members shall be appointed or removed by Declarant except as provided in Section

4.3. This Committee shall consist of three voting members.

4.2 The initial members of the Architectural Control Committee are:

<u>Name</u>	<u>Address</u>
Larry B. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
James K. Ball	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
David A. Clinger	23568 Pondview Place Golden, Colorado 80401

Each of said persons shall hold office until such time as they have resigned, have been removed, or their successor has been appointed.

4.3 The right to appoint and remove members of the Committee shall be vested in the board of Directors of the Association from and after the expiration of the eighteenth month following the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision, unless during such eighteen (18) month period, Declarant's percentage of ownership is increased to more than five percent (5%) of the Lots collectively within the Subdivision by reason of the annexation of property to the Subdivision pursuant to Article Six Section 6.4, in which event said eighteen (18) month period will not start to run until Declarant again owns not more than five percent (5%) of the Lots collectively then within the Subdivision. Upon the right to appoint and remove members of the Committee being vested in the Board of Directors of the Association, the appointment and removal of members of the Committee shall be made by the Board of Directors of the Association in accordance with the By-Laws of the Association.

4.4 The Architectural Control Committee shall, in accordance with the procedures set forth in Article Three hereof, have the responsibility to interpret the Covenants and Conditions relating to the construction plans and plans for Improvements of the Lots, pursue approvals and certificates of compliance with the Covenants and Conditions and interpret and enforce the Covenants and Conditions. In addition, the Committee, when appointed solely by Declarant, shall have the right from time to time to amend any of the Covenants and Conditions set forth in Article Three, upon a two-thirds majority vote of its members, but no amendment to the Covenants and Conditions shall be applied retroactively to affect plans and

specifications (as that term is defined in Section 4.5 hereof) previously approved by the Committee, or Improvements constructed or being constructed pursuant thereto.

4.5 No Improvements shall be constructed, erected, placed, altered, maintained or permitted on any Building Site until the design, and construction plans, specifications, Site plan and landscaping plan, and time schedule for completion of construction and landscaping (collectively hereinafter referred to as "plans and specifications"), in manner and form satisfactory to the Committee, have been submitted to and approved by the Committee. Such plans and specifications shall be submitted in writing over the signature of the Owner or his authorized agent.

4.6 Proposed plans and specifications must be submitted to the Architectural Control Committee along with a non-refundable fee of \$100.00. Plans and specifications must be prepared or approved by a State licensed architect prior to submission to the Architectural Control Committee. The initial sketch or concept drawing indicating floor plan, elevations, site and plot plan indicating all buildings, driveways, and attached fencing if required, should be approved by the Architectural Control Committee before Owners are committed to a large investment for detailed architectural drawings.

4.7 Approval shall be based, among other things, on the Covenants and Conditions, the adequacy of Building Site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of Improvements on neighboring Building Sites, operations and uses; relation to topography, grade, finished ground elevation and landscaping of the Building Site being improved to that of neighboring Building Sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants and Conditions. The Committee shall not arbitrarily or unreasonably withhold its approval.

4.8 If the Committee fails either to approve or to disapprove such plans and specifications (including resubmission of disapproved plans and specifications which have been revised) within forty-five (45) days after the same have been submitted to it (provided that all required information has been submitted), it shall conclusively be presumed that said plans and specifications have been approved subject, however, to the Covenants and Conditions contained in Article Three hereof or as amended and of record as of the date of submission of such plans and specifications. Provided, however, that if within said initial forty-five (45) day period, Declarant gives written notice of the fact that an additional forty-five (45) day period is required for examination and review of such plans and specifications, there shall be no presumption that the same are approved until the expiration of the additional forty-five (45) day period of time as set forth in said notice. The Committee shall notify the Owner in writing upon receipt of all required plans and specifications and the aforesaid initial forty-five (45) day time period shall commence on the date of such notification.

4.9 Neither the Committee, its individual members, nor Declarant or their respective successors or assigns shall be liable in damages to any one submitting plans and



specifications to them for approval, or to any Owner or Occupant of the Property affected by these Covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner or Occupant of any Building Site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Committee, its individual members, or Declarant to recover such damages.

## **ARTICLE FIVE**

### **Property Owner's Association**

#### **5.1 Organization.**

5.1.1 The Declarant shall organize and establish a non-profit homeowners' corporation by the time Declarant's ownership of Lots (including Lots 11 and 99) collectively then within the Subdivision is not more than five percent (5%). This non-profit corporation shall be designated the "Payette River Subdivision No. 2 Property Owners Association" and is generally referred to herein as the "Association". The Declarant shall release control over the Subdivision Architectural Control Committee and control and ownership of the Subdivision Common Areas and Common Facilities to the Association within eighteen (18) months following the date Declarant owns not more than five percent (5%) of the Lots (including Lots 11 and 99) collectively then within the Subdivision (control may be transferred completely or on a case by case basis prior to the close of the eighteen (18) month deadline). Upon transfer of control from the Declarant, the Association shall then begin to exercise the powers and authority granted by these Covenants and Conditions (according to the Association's Bylaws and Articles of Incorporation).

5.1.2 The Declarant will set up a Foundation prior to the organization and establishment of the Association. The Foundation will collect "Maintenance Fees" until control over the Architectural Control Committee is transferred to the Association. The purpose of the Maintenance Fees shall be the maintenance of planting areas within roadways, security, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners. At the time Declarant transfers control to the Association, the Maintenance Fee funds then held by the Foundation shall also be transferred to the Association and the Association will then assume the Foundation's duty to oversee the maintenance of the Subdivision and the collection of Maintenance Fees. The Association will create and maintain a Maintenance Fee reserve fund in an amount which shall always be sufficient to maintain the purposes of the Association for at least a one year period.

5.1.3 Upon establishment by the Declarant, the Association shall be charged with the duties and empowered with the rights set forth herein and in its By Laws. It shall be

created by its Articles and its affairs shall be governed by its Articles and By-Laws and by these Covenants and Conditions.

5.1.4 In the event that the Association as a corporate entity is dissolved, a non-profit, unincorporated association shall forthwith and without further action or notice, be formed and succeed to all the assets, rights, privileges, duties, and obligations of the Association.

## 5.2 Membership.

5.2.1 Each Owner of a Lot shall be a member of the Association:

5.2.2 If more than one person owns the Lot giving rise to the appurtenant membership, all of said persons shall be deemed one membership and the membership shall be in the name of one designated individual. With respect to each Lot, the Board of Directors (the "Board") shall at all times have the power to limit the number of persons (other than immediate family of the designated member) who shall have the right to use the Common Areas and Common Facilities under any one membership.

5.2.3 The rights, duties, privileges and obligations of a member shall be in accordance with these Covenants and Conditions, the Articles and By-Laws.

5.2.4 In the event of the dissolution of the Association, upon the formation of an unincorporated association, each member of the Association shall be a member of the unincorporated association and shall have an underlying beneficial interest in all of the property transferred to or for the benefit of said unincorporated association; provided, however, that there shall be no judicial partition of such property, or any part thereof, nor shall any such member acquiring any interest in said property, or any part thereof, seek any such judicial partition.

## 5.3 Purpose.

The purpose of the Association shall be the maintenance of roads, traffic control, planting areas within roadways, security, Common Areas, Common Facilities and common services of every kind and nature required or desired within the Subdivision for the general use and benefit of all Lot Owners.

## 5.4 Voting Rights.

One vote for each Lot owned. Every member entitled to vote at any election of the Board may cumulate his votes and give any candidate a number of votes equal to the number of votes which the member has, multiplied by the number of directors

to be elected. The right to vote may not be severed from the property to which it relates and any sale, transfer or conveyance of fee title of the property to a new Owner, shall operate to transfer the appurtenant vote or votes to the grantee.

5.5 Duties of the Association.

- 5.5.1 The Association shall accept as members all persons described in Section 5.2 above.
- 5.5.2 Immediately prior to any dissolution of the Association as a corporate entity, the Association shall convey all property vested in it to an independent corporate trustee to hold same in trust for the unincorporated association to be formed for the benefit of the Members.
- 5.5.3 The Association shall maintain and operate any Common Areas and Common Facilities which it owns for the benefit of those entitled to use such facilities pursuant to these Covenants and Conditions.
- 5.5.4 The Association shall, at the expense of the Owner, provide for the maintenance of any Lot or Improvement thereon which is not maintained by the Owner in accordance with the requirements of these Covenants and Conditions.
- 5.5.5 The Association shall pay all taxes and assessments levied upon any Association property.
- 5.5.6 The Association shall contract for or otherwise provide such services as required by majority vote of the membership.
- 5.5.7 At a minimum the Association shall obtain and maintain in force the following policies of insurance:
  - (a) Fire and extended coverage insurance on all property owned by the Association from time to time, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value (exclusive of the cost of excavation, foundations and footings), of such improvements as determined by the Association.
  - (b) Bodily injury liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence insuring against any and all liability with respect to its operations; and

- (c) Property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500.00) and a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) per accident.

The above policies of liability insurance shall cover as insureds the Declarant, the Association, the Board, the Architectural Control Committee, the Owners of all Lots in the Subdivision, and their agents, representatives, members and employees. Each policy of insurance obtained by the Association shall expressly waive any and all rights of subrogation against Declarant, its agents, representatives, and employees, and any Owner.

- 5.5.8 The Association shall accept and act upon applications submitted to it for the development of additional Common Facilities.
- 5.5.9 The Association shall from time to time make, establish, promulgate, amend and repeal Association rules and establish user charges for Common Facilities.
- 5.5.10 After the control of the Architectural Control Committee is transferred from the Declarant to the Board of Directors of the Association, the Association shall appoint and remove members of the Architectural Control Committee and insure that at all reasonable times there is a duly constituted and appointed Architectural Control Committee.
- 5.5.11 The Association shall levy assessments upon all members of the Association and take such action as the Board deems to be required for the collection of assessments and user charges.
- 5.5.12 The Association shall take such actions, whether or not expressly authorized by these Covenants and Conditions, as may reasonably be necessary to implement and enforce these Covenants and Conditions, the Association rules and the Architectural Control Committee rules.

#### 5.6 Powers and Authority of the Association or Foundation.

The Association shall have all of the powers set forth in its Articles of Incorporation, including the power to levy and collect assessments from all members hereinafter provided, together with its general powers as a non-profit corporation (subject only to the limitations upon the exercise of such powers as are expressly set forth in the Articles, the By Laws and in these Covenants and Conditions) to do all lawful things which may be required to be done by the Association under these Covenants and Conditions and to do all acts which may be necessary for or incidental to the exercise of any express power of the Association or for the peace, health, comfort, safety and/or general welfare of the members of the Association. Without in any way limiting the generality of the foregoing:

5.6.1 The Association shall have the power and authority at any time without liability to any Owner, to enter upon any Lot for the purpose of enforcing these Covenants and Conditions, or for the purpose of maintaining any such Lot, and any Improvements thereon, if for any reason whatsoever the Owner thereof fails to maintain such Lot or any structure thereon as required under these Covenants and Conditions, and for the purpose of removing therefrom any improvement constructed or maintained on any Lot contrary to the provisions of these Covenants and Conditions. The Association shall have the power to commence and maintain actions to restrain and enjoin any breach or threatened breach of these Covenants and Conditions.

5.6.2 The Association, in fulfilling any of its duties, under these Covenants and Conditions, shall have the power and authority to:

- (a) Contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all property which it owns from time to time, or leases from time to time when said lease provides that the Association shall be obligated to so maintain, restore and repair such leased property;
- (b) Obtain, maintain, and pay for such insurance policies or bonds, as the Association shall deem to be appropriate for the protection or benefit of the Subdivision, the Association, the members of the Board, the members of the Architectural Control Committee, or the members of the Association, including, but without limitation, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds;
- (c) Contract and pay for, or otherwise provide for, such utility services to property which it leases or owns, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services, as may from time to time be required;
- (d) Contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Association deems necessary;
- (e) Contract and pay for, or otherwise provide for, fire, police, and such other protection services as the Association shall from time to time deem necessary for the benefit of the Subdivision, any property located within the Subdivision, and Owners.

- (f) Contract and pay for or otherwise provide for, such materials, supplies, furniture, equipment, and labor, as and to the extent the Association deems necessary; and
- (g) Pay and discharge any and all liens from time to time placed or imposed upon property of the Association on account of any work done or performed by the Association in fulfillment of any of its duties.
- (h) Employ the services of a manager to manage the affairs of the Association and, to the extent not inconsistent with the laws of the State of Idaho and upon such conditions as are otherwise deemed advisable by the Association, the Association may delegate to the manager any of its powers under these Covenants and Conditions.
- (i) Contract for the operational management of any or all of the Common Facilities as it shall from time to time see fit
- (j) Pay, compromise or contest any and all taxes and assessments levied against all or part of any property belonging to the Association.
- (k) Subject to the provisions of these Covenants and Conditions adopt, amend and repeal rules and regulations to be known as "Associated Rules" governing, among other things:
  - (aa) The use of the Common Areas and Common Facilities;
  - (bb) The use of Association property;
  - (cc) The collection and disposal of refuse;
  - (dd) The burning of open fires;
  - (ee) The keeping and maintenance of animals within the Subdivision; and
  - (ff) Other activities in the Subdivision which would adversely effect the peace and enjoyment of residents in the Subdivision
- (l) Grant concessions and/or leases and approve subleases, with respect to any of the Common Facilities.
- (m) Establish and collect reasonable user charges for any Common Area or Common Facility which it owns.

5.7 Lien for Assessments.

5.7.1 If any lot Owner shall fail or refuse to make any such payment of dues and assessment when due, the amount thereof shall constitute a lien on the Lot as set forth in the deed of conveyance to the Owner, and upon the recording of notice thereof by the Association in the office of the Valley County Recorder, such lien shall be constituted upon such Owner's interest prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and any other state or federal taxes which by law are a lien on the interest of such lot Owner prior to pre-existing recorded encumbrances thereon, and (b) all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums as may be provided by such encumbrance.

5.7.2 The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address, then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

Any encumbrancer holding a lien on a Lot may pay any common expenses payable with respect to such Lot, and, if so provided in an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

5.7.3 The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners, and may be foreclosed by an action brought in the name of the Association in a like manner as a mortgagee of real property. In any such foreclosure the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien, and all reasonable attorney fees. The Owners shall also be required to pay the Association all assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a Receiver to collect the same. The Association shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its rights to such lien as may be necessary to expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

5.7.4 The Association and its officers and directors, shall not be liable or accountable in damages for any action taken pursuant to the provisions of this Declaration.

#### 5.8 Certificate of Assessments.

Upon payment of a reasonable fee, as established by the Association and upon the written request of any Owner, mortgagee, prospective grantee or prospective mortgagee, of a Lot, the Association -- by its financial officer, shall issue a written Certificate setting forth the amount of unpaid common expenses, if any, with respect to the subject Lot; the amount of the current assessment and the date upon which such assessment becomes due; and credit for advanced payments or for prepaid items (including, but not limited to, insurance premiums). Such Certificate shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a Certificate of Assessments be complied with within ten (10) days of the receipt of the request, then (a) in the case of a request by a mortgagee or prospective mortgagee, all unpaid common expenses which become due prior to the date of making such request shall be subordinate to the lien of said mortgagee or prospective mortgagee, or (b) in the case of a request by a prospective grantee, he shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments or common expenses which became due prior to the date of making such request. No failure of the Association to comply with a request for a Certificate shall relieve the Owner from personal liability for, or the subject Lot from the lien for, any unpaid assessments or common expenses. The provisions contained in this Section shall not apply upon the initial transfer of the Lot by Declarant.

### ARTICLE SIX

#### 6.0 Miscellaneous

##### 6.1 A violation of covenants.

Whenever there shall have been built on any Lot, a structure which is in violation of these Covenants and Conditions, such persons as are authorized by the Board of the Association shall have the right to enter upon the property as to which such violation exists, and to summarily abate and remove at the expense of the Owners thereof, any erection, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions thereof; and the Association, its agents, and assigns shall not thereby be deemed guilty of any manner of trespass for such entry, abatement, or removal. The costs and expenses of such entry, abatement, and removal shall become a lien upon the Lot upon the recording by the Association of a sworn statement with respect thereto in the Valley County real property records. In addition, if any person shall violate or threaten to violate any provisions of this instrument, it shall be lawful for any person or persons owning the real property in the Subdivision or for the Association to institute proceedings at law or in equity to enforce the provisions of this instrument, to restrain the person violating or threatening to



violate them, and to recover damages, actual and punitive, together with reasonable attorney's fees, for such violations.

#### 6.2 Term.

The Covenants and every provision hereof shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be automatically renewed for successive ten (10) year periods unless and until terminated as provided in Article Six, Section 6.3 hereof.

#### 6.3 Termination and Modification.

To the extent set forth in Section 6.4 of this Article Six, the Declarant may supplement these Covenants and Conditions at any time during the term hereof. Otherwise, these Covenants and Conditions and every provision hereof may be terminated, extended, modified or amended, as to the whole of said Subdivision or any portion thereof, with the written consent of the Owners of sixty-five percent (65%) of the Lots within the Subdivision, subject to these restrictions: provided, however, that during the initial twenty-five (25) year term of these Covenants, no such termination, extension, modification or amendment shall be effective without the written approval of Declarant so long as the Declarant continues to own any ownership interest in Lots within the Subdivision. Such termination, extension, modification or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and/or by Declarant as provided herein) in the office of the Recorder of Valley County, Idaho.

#### 6.4 Amendment.

The conditions, restrictions, stipulations and agreements, and covenants contained herein shall not be waived, abandoned, terminated, nor amended except by written consent of two-thirds of the Owners of Lots, provided however, the Architectural Control Committee (when appointed by the Declarant) may amend the Covenants and Conditions set forth in Article Three, as provided in Article Four, Section 4.4, and the Declarant may amend Article One to include additional land within the property covered by these Covenants and Conditions so long as such land adjoins land then covered by these Covenants and Conditions, and such land is owned by Declarant at the time of the Amendment (for the purposes of this Section, land separated only by roads shall be deemed to "adjoin"). The Amendment to include such land shall be effected by Declarant having recorded a declaration describing the land to be included, setting forth such additional limitations, restrictions, covenants and conditions as are applicable to such land; and declaring the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to the Covenants and Conditions, hereof.

#### 6.5 Governmental Regulations and Laws.

To the extent that the applicable county or other governmental regulations, rules, or codes and ordinances or laws are more restrictive in their allowable land utilization than these Covenants and Conditions, they shall supersede these Covenants and Conditions and govern at all times.

#### 6.6 Assignments of Declarant's Rights and Duties.

Any and all of the rights, powers and reservations of Declarant herein contained may be assigned by Declarant to any person, partnership, corporation or association which will assume any or all of the duties of Declarant hereunder, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Declarant's duties hereunder, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment a successor Declarant may be appointed by the Owners of sixty-five percent (65%) of the Lots within the Subdivision upon compliance with the requirements of Section 6.3 of this Article Six.

#### 6.7 No Waiver.

All of the conditions, covenants, restrictions and reservations contained in these Covenants and Conditions shall be construed together, but if it shall at any time be held that any one of said Covenants and Conditions, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions and reservations or any part thereof, shall be thereby affected or impaired.

#### 6.8 Owner's Liability Subsequent to Sale.

Upon the sale of a Lot, the Owner so selling shall not have any further liability for the obligations thereon which accrue against the Lot sold after the date of the conveyance; provided, however, that nothing herein shall be construed so as to relieve an Owner of any Lot from any liabilities or obligations incurred prior to such sale pursuant to these Covenants and Conditions. Furthermore, any such sale shall not enlarge or extend the time for commencement of construction of a building upon a Building Site.

#### 6.9 Personal Liability.

No member of the board or any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee or of Declarant, or any agent of Declarant, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of any such person or entity in the

administration or performance of duties imposed by this Declaration of Covenants, Conditions and Restrictions (or any Amendment thereof) provided that such person or entity has, upon the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

6.10 Benefits and Burdens.

The terms and provisions contained in this Declaration of Covenants, Conditions and Restrictions shall bind and inure to the benefit of the Declarant, the Owners and Occupants of all Lots located within the Subdivision, and their respective heirs, successors, personal representatives and assigns.

6.11 Notice.

Any notices required or permitted herein shall be in writing and mailed, postage prepaid by registered or certified mail, return receipt requested and shall be directed as follows: If intended for a Lot Owner (1) to the address of the if improved; (2) if the Lot is not improved to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for Declarant, to the address previously set forth herein.

6.12 Context of Terms.

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

6.13 Mortgage.

The term "mortgage" as used herein shall include deeds of trust and trust deeds.

IN WITNESS WHEREOF, Declarant has executed this instrument this 7<sup>th</sup> day of July 1992.

PAYETTE RIVER SUBDIVISION PARTNERSHIP By  
L. B. INDUSTRIES, INC., Managing Partner

By: [Signature]  
President

(Corporate Seal)

State of California )  
 ) ss.  
County of San Diego )

On this 26<sup>th</sup> day of August, 1992, before me, a Notary Public, in and for said State, personally appeared Joe D. Davis, known to be the President of L. B. Industries, Inc., the corporate partner of the Partnership that executed the foregoing instrument or the person who executed the instrument on behalf of said corporate partner of the Partnership and acknowledged to me that such Partnership executed the same.

(Notary Seal)

Christine M. Hall  
NOTARY PUBLIC

Residing at: 10000 La Jolla Village Drive

My Commission Expires: 2-28-97

7-4-015.92

VALLEY  
BY Christine M. Hall  
FEE \$4.00

REQUESTED BY

MOUNTAIN TITLE & ESCROW

103370



**FIRST AMENDMENT TO THE  
PAYETTE RIVER SUBDIVISION NO. 2  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This instrument constitutes the first amendment to the Payette River Subdivision No. 2 Covenants, Conditions, and Restrictions (the "Covenants and Conditions") which was recorded on July 31, 1992, as Instrument No. 189370 of the official records of Valley County, Idaho.

Comes now, Christopher W. Clark, Corporate Secretary of the Payette River No. 2 Property Owner's Association, Inc. and does hereby declare that pursuant to a vote of the Owners of record which occurred as of September 15, 1995, said Owners have voted in accordance with the Article 6 Section 6.4 of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions to amend the Covenants and Conditions as set forth herein. It is specifically noted that of the 96 possible votes that could be registered for the amendment the records of the Payette River No. 2 Property Owner's Association, Inc. 28 and 1/3 of the votes have affirmatively been voted to adopt the foregoing amendments to Sections 2.2.2 and 2.2.8 of the Covenants and Conditions; 1 vote was registered in opposition to the amendment of Sections 2.2.2 and 2.2.8 of the Covenants and Conditions and Owners holding 66 and 2/3 of the votes that were eligible to vote on the issue abstained from voting. A chart is attached hereto and incorporated herein as Exhibit "A" which reflects the voting results by Lot (fractional votes reflect ownership of portions of existing subdivision Lots).

In accordance with the authority of the various property Owners in Payette River Subdivision No. 2 to modify and amend the Covenants and Conditions, Article Two is hereby amended effective as of the date this document is recorded to revise and restate Section 2.2.2 and Section 2.2.8 to incorporate the information set forth in italics as noted below:

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" *(or a similar name bearing a corporate ending as permitted by law, such as Incorporated, Corporation, Company or an abbreviation of the same -- hereinafter such entity may sometimes be referred to as the "Association")* shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the Owners of said lots adopt these Covenants and Conditions as provided in Article One) *and in the case where platted lots have been reconfigured or combined with portions of lots by Declarant or upon approval of*

*the Association to form one distinct "Building Site" each reconfigured Building Site shall be deemed to be a separate Lot for the purposes of voting on behalf of the Association and in interpreting these Covenants and Conditions.*

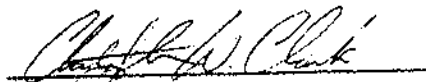
As amended Section 2.2.2 and Section 2.2.8 of the Covenants and Conditions shall henceforth read as follows:

2.2.2 "Payette River Subdivision No. 2 Property Owner's Association" (or a similar name bearing a corporate ending as permitted by law, such as Incorporated, Corporation, Company or an abbreviation of the same -- hereinafter such entity may sometimes be referred to as the "Association") shall mean that certain property owner's association which shall be established at a later date by the Declarant as a non-profit corporation of which every Owner of property within the Subdivision shall become a member immediately and automatically upon Declarant's establishment of the Association. The Declarant will create the Association at the time and according to the terms more completely provided herein. Prior to the creation of the Association by the Declarant, all rights granted to the Association by these Covenants and Conditions shall be reserved to and exercisable by Declarant.

2.2.8 "Lot" shall mean each lot reflected on the recorded plat of the Subdivision (except Lots 11 and 99 unless the Owners of said lots adopt these Covenants and Conditions as provided in Article One) and in the case where platted lots have been reconfigured or combined with portions of lots by Declarant or upon approval of the Association to form one distinct "Building Site" each reconfigured Building Site shall be deemed to be a separate Lot for the purposes of voting on behalf of the Association and in interpreting these Covenants and Conditions.

Except as modified or amended by this instrument, all provisions of the Payette River Subdivision No. 2 Declaration of Covenants, Conditions and Restrictions as set forth in the Instrument No. 189370 of the official records of Valley County, Idaho which remain binding and in full force.

In witness whereof, Christopher W. Clark has executed this instrument effective Monday 14, 1996 as Corporate Secretary of the Payette River Subdivision No. 2 Property Owner's Association, Inc. the entity that conducted the polling of the Owners of record as further noted herein.



Christopher W. Clark, Corporate Secretary  
for Payette River Subdivision No. 2 Property  
Owner's Association, Inc.

VERIFICATION

State of Idaho

)  
)ss.  
)

County of Ada

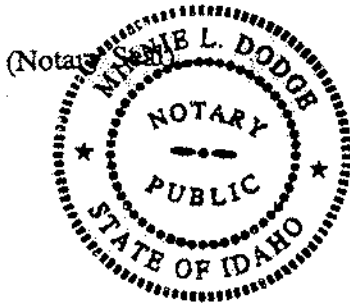
On this 15<sup>th</sup> day of October, in the year 1996, before me, a Notary Public, in and for said State, personally appeared before me, Christopher W. Clark, Corporate Secretary for Payette River Subdivision No. 2 Property Owner's Association, Inc., and being first duly sworn, declared that the statements contained in the foregoing document are true, and that he executed same on behalf of Payette River Subdivision No. 2 Property Owner's Association, Inc.

Minnie L. Dodge

NOTARY PUBLIC

Residing at: Boise, Idaho

My Commission Expires: 4-18-97



RECORDED BY \_\_\_\_\_  
RECORDED  
OCT 21 PM 12 29  
NOTARY PUBLIC  
18.00  
RECORDED  
18.00  
221641



**EXHIBIT "A"**  
**VOTING RESULTS**

SEPTEMBER 15, 1995 VOTE ON PROPOSED AMENDMENTS  
TO SECTION 2.2.2. AND 2.2.8 OF THE  
PAYETTE RIVER SUBDIVISION NO. 2  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS (Instrument No. 18930 of  
The Official Records of Valley County, Idaho)

## Voting Results

Lot Number	Yes	No	Abstention	Lot Number	Yes	No	Abstention
1	1			24	1		
2	1			25			1
3			1	26	1		
4	1			27	COMMON AREA - NON-VOTING LOT		
5			1	28	1		
6	1			29			1
7			1	30			1
8			1	31			1
9			1	32			1
10			1	33	½		½
11	NOT SUBJECT TO CCR'S - NON-VOTING LOT			34	½		½
12			1	35			1
13			1	36	1		
14			1	37	1		
15			1	38			1
16			1	39			1
17			½ ½	40			½ ½
18	½		½	41			1
19			1	42			½ ½
20			1	43			1
21			1	44			1
22	1			45			1
23	1			46			1

Lot Number	Yes	No	Abstention	Lot Number	Yes	No	Abstention
47			1	74	1		
48			1	75	1		
49			1	76	1/2 1/2		
50			1/2 1/2	77	1		
51			1	78			1
52	1			79			1
53	1			80			1
54	1			81			1
55			1	82			1
56	1			83	1		
57			1	84	1		
58			1	85	1		
59			1	86			1
60			1	87			1
61	1			88			1
62			1	89			1
63			1	90	1		
64			1	91	1		
65			1/2 1/2	92			1
66			1	93			1
67			1	94			1
68	1/2		1/2	95			1
69	1/2		1/2 1/2	96			1
70			1	97			1
71			1	98		1	
72			1	99	NOT SUBJECT TO CCR'S - NON-VOTING LOT		
73	1			100	COMMON AREA - NON-VOTING LOT		
					YES	NO	ABSTAINED
			GRAND	TOTALS:	28 1/3	1	66 2/3



ELECTION AND RECORD OF PROPERTY INCLUSION UNDER  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
PAYETTE RIVER SUBDIVISION NO. 2

**Recitals:**

A. Charley A. Ford and Beth I. Ford, Trustees of The Charley A. Ford and Beth I. Ford Living Trust, and Delmar L. Crum and Nora J. Crum, Trustees of the Crum Revocable Family Trust, dated December 22, 1993 (collectively, "the Owners") own the following property located in Valley County, Idaho:

Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271 ("Property").

B. Pursuant to Section 1.1 of the Payette River Subdivision No. 2 Covenants Conditions and Restrictions, recorded July 31, 1992 as Instrument No. 189370 in the official records of Valley County Idaho, and as amended by First Amendment recorded October 1, 1996 as Instrument No. 221641, Second Amended recorded September 13, 2001 as Instrument No. 257036 and Third Amendment recorded September 11, 2002 as Instrument No. 265047 (collectively "the Declaration"), the Property is not subject to the benefits and encumbrances imposed by the Declaration unless and until the current owners of the Property execute and record a document subjecting the Property to the Declaration.

C. The Owners have elected to subject the Property to the benefits and encumbrances of the Declaration.

**Election:**

Pursuant to the above Recitals, which the undersigned agree are true, the Owners hereby elect to subject Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271, to the Declaration, including all benefits, obligations and encumbrances imposed by the Declaration. The election made herein shall be effective upon the date this document is executed

by the Owners. For all purposes under the Declaration, the Property shall be deemed a "Lot" as that term is defined under Section 2.2.8 of the Declaration.

EXECUTED this 4 day of April, 2015.

OWNERS:

Charley A. Ford  
Charley A. Ford, Trustee of The Charley A. Ford  
and Beth I. Ford Living Trust

Beth I. Ford  
Beth I. Ford, Trustee of The Charley A. Ford and Beth I.  
Ford Living Trust

Delmar L. Crum  
Delmar L. Crum, Trustee of the Crum Revocable Family  
Trust, dated December 22, 1993

Nora J. Crum  
Nora J. Crum, Trustee of the Crum Revocable Family  
Trust, dated December 22, 1993

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

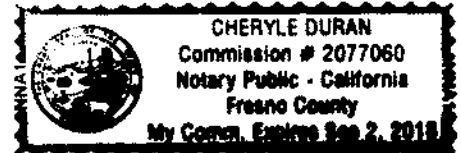
On April 8, 2015 before me, Cheryl Duran, Notary Public

Personally appeared Nora J. Duran,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Duran (signature of Notary Public)



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_, 2015 before me, \_\_\_\_\_, Notary Public

Personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the  
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (signature of Notary Public)

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

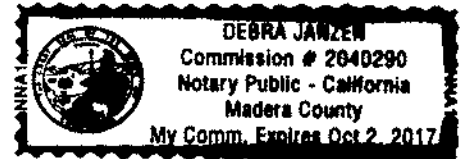
County of Fresno

On April 6, 2015 before me, Debra Janzen, Notary Public  
Personally appeared Charles A. Ford and Beth I Ford  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra Janzen (signature of Notary Public)



### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

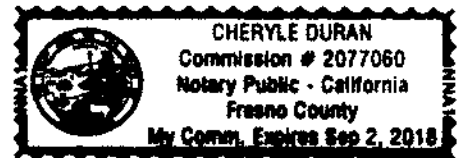
County of Fresno

On April 8, 2015 before me, Cheryl Duran, Notary Public  
Personally appeared Debra Janzen  
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that his/~~her~~/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the state of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Cheryl Duran (signature of Notary Public)





### ACKNOWLEDGMENT

The undersigned, on behalf of the PAYETTE RIVER SUBDIVISION NO. 2 PROPERTY OWNER'S ASSOCIATION, INC., hereby acknowledges receipt from Charley A. Ford and Beth I. Ford, Trustees of The Charley A. Ford and Beth I. Ford Living Trust, and Delmar L. Crum and Nora J. Crum, Trustees of the Crum Revocable Family Trust, dated December 22, 1993 (collectively, "the Owners") the election by Owners for inclusion of the following described property located in Valley County, Idaho ("Property") as part of the Covenants Conditions and Restrictions of Payette River Subdivision No. 2, recorded July 31, 1992 as Instrument No. 189370 in the official records of Valley County Idaho, and as amended by First Amendment recorded October 1, 1996 as Instrument No. 221641, Second Amended recorded September 13, 2001 as Instrument No. 257036 and Third Amendment recorded September 11, 2002 as Instrument No. 265047 (collectively "the Declaration"), subject to all benefits, obligations and encumbrances imposed by the Declaration:

Lot 99 of PAYETTE RIVER SUBDIVISION NO. 2, as shown by the plat thereof recorded in the office of the County Records of Valley County, Idaho, as Instrument Number 132271.

EXECUTED this 3rd day of June, 2015.

PAYETTE RIVER SUBDIVISION NO. 2  
PROPERTY OWNER'S ASSOCIATION, INC.:

By: 

Name: RON JENKINS

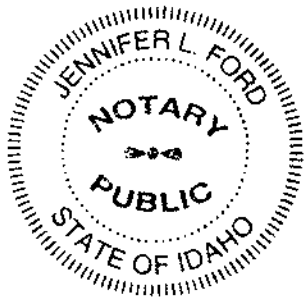
Its: President #2

STATE OF IDAHO )

COUNTY OF Valley ) ss

On this 3 day of June, 2015, before me, the undersigned, a notary public in and for said state, personally appeared Ron Dennis, known or identified to me to be the person whose name is subscribed to the within instrument, as President of PAYETTE RIVER SUBDIVISION NO. 2 PROPERTY OWNER'S ASSOCIATION, INC., and acknowledged to me that he/she executed the same as President of said entity.

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



Jennifer L. Ford  
NOTARY PUBLIC

Residing at: McCall, ID

My Commission Expires: 11/1/20



BUILDING RESTRICTIONS

PAGE 1

PAYETTE RIVER SUBDIVISION #2.

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, FRANK T. ELAM, TRUSTEE, WILLIAM E. MOCKWITZ AND MAYRE SUE MOCKWITZ, HUSBAND AND WIFE, HEREBY CERTIFY AND DECLARE AS FOLLOWS:

1. THAT THEY ARE THE TRUSTEE, PURCHASERS AND DEVELOPERS OF SAID SUBDIVISION LOCATED ADJACENT TO THE NORTH FORK OF THE PAYETTE RIVER, SOUTH OF THE CITY OF MCALL, COUNTY OF VALLEY, STATE OF IDAHO, THE PLAT OF WHICH IS FILED OF RECORD IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO, IN BOOK ? OF PLATS AT PAGE 92, AS INSTRUMENT NO. 132271, WHICH RECORD IS BY REFERENCE INCORPORATED HEREIN.

2. THAT ALL LOTS OF SAID SUBDIVISION, EXCEPT LOT ARE HEREBY DESCRIBED AS RESIDENTIAL LOTS AND MAY BE USED ONLY AS SUCH. LOT 60 IS RESERVED FOR COMMERCIAL USE SUCH AS A CONVENIENCE STORE IN THE FUTURE.

3. THAT SAID LOTS SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, AND CONDITIONS AND BY THE ACCEPTANCE OF ANY CONVEYANCE THEREOF THE GRANTEE OR GRANTEEES THEREIN, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS SHALL BE BOUND BY ALL OF THE FOLLOWING RESTRICTIONS:

A. NO LOT THEREIN, EXCEPT AS HEREIN PROVIDED, SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES, AND NO BUILDINGS SHALL BE ERECTED, ALLOWED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN DETACHED FAMILY DWELLINGS, NOT TO EXCEED A DWELLING BUILDING FOR A ONE-FAMILY OCCUPANCY AND NOT TO EXCEED TWO STORIES IN HEIGHT. IF A GARAGE IS PLACED THEREON IT SHALL NOT HAVE CAPACITY FOR MORE THAN THREE CARS. STRUCTURES AND THE USE THEREOF SHALL BE REQUIRED FOR THE STORAGE OF RECREATIONAL EQUIPMENT AND VEHICLES IN THE OFF-SEASON.

B. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUTBUILDING ERECTED ON THE ABOVE DESCRIBED TRACT OF LAND SHALL AT ANY TIME BE USED AS A RESIDENCE, OR TEMPORARY RESIDENCE. CAMP TRAILERS, BELONGING TO VISITORS OR GUESTS MAY BE PARKED AND OCCUPIED ON THE PREMISES FOR A PERIOD NOT TO EXCEED TWO WEEKS CONTINUOUSLY.

C. NO DWELLING HOUSE MAY BE PERMITTED ON ANY LOT COSTING LESS THAN FORTY THOUSAND AND NO/100 DOLLARS (140,000.00) TO BUILD BASED UPON COST LEVELS PREVAILING ON THE

BUILDING RESTRICTIONS

PAGE 2

DATE THESE COVENANTS ARE RECORDED, IT BEING THE INTENTION AND PURPOSE OF THESE COVENANTS TO ASSURE THAT ALL DWELLINGS SHALL BE OF A QUALITY OF WORKMANSHIP AND MATERIALS SUBSTANTIALLY THE SAME OR BETTER THAN THAT WHICH CAN BE PRODUCED ON THE DATE THESE COVENANTS ARE RECORDED AT THE MINIMUM COST STATED HEREIN FOR THE MINIMUM PERMITTED DWELLING SIZE. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES, POR GARAGE, SHALL NOT BE LESS THAN 1,000 SQUARE FEET FOR A ONE-STORY BUILDING, NOR LESS THAN 800 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY.

D. BUILDING PLACEMENT ON LOTS SHALL CONFORM TO THE REQUIREMENTS OF THE VALLEY COUNTY ZONING ORDINANCE.

E. NOT MORE THAN ONE DWELLING HOUSE SHALL BE ERECTED UPON A LOT.

F. NO FENCE, HEDGE OR BOUNDARY WALL, SITUATED ANYWHERE UPON ANY LOT OR COMBINATION OF LOTS, SHALL HAVE A HEIGHT GREATER THAN 5' ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH SUCH FENCE, HEDGE, OR WALL IS SITUATED. NO FENCE, HEDGE OR WALL SITUATED UPON ANY BUILDING SITE BETWEEN THE BUILDING LINE AND THE LINE OF THE STREET FRONTING ON SAID BUILDING SITE SHALL HAVE A HEIGHT GREATER THAN 3' ABOVE THE FINISHED GRADED SURFACE OF THE GROUND UPON WHICH SAID FENCE, HEDGE OR WALL IS SITUATED.

G. NO LIVESTOCK, EXCEPTING DOGS AND CATS SHALL BE PERMITTED AT ANY TIME UPON THE SAID LOTS. SAID ANIMALS SHALL BE PERMITTED ONLY AS PETS, AND NO BOARDING OR COMMERCIAL ENTERPRISE FOR SUCH ANIMALS WILL BE PERMITTED. HORSES SHALL BE PERMITTED ON LOTS OF ONE (1) ACRE OR MORE, TO BE KEPT BY THE OWNERS OF SUCH LOTS WHICH SHALL NOT EXCEED THREE (3) IN NUMBER, INCLUDING COLTS. IN THIS CONNECTION, THE AREA FOR SAID HORSES SHALL BE MAINTAINED IN SUCH A MANNER AS TO NOT BE OBNOXIOUS OR A NUISANCE. PETS SHALL BE CONTAINED WITHIN THE LOT LINES, AND NOT ALLOWED TO RUN AT LARGE.

H. ALL DWELLINGS WITHIN SAID SUBDIVISION SHALL BE HOOKED TO THE CENTRAL SEWAGE SYSTEM PROVIDED FOR SAID SUBDIVISION, AND ALL OWNERS SHALL BE REQUIRED TO PAY THE NECESSARY HOOK-UP FEE AND THE MONTHLY FEES FOR SUCH SERVICE. ALL SANITARY FACILITIES FOR LOTS OF SAID SUBDIVISION SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE STATE OF IDAHO AND THE COUNTY OF VALLEY.

I. NO RESIDENCE OF ANY KIND OF WHAT IS COMMONLY KNOWN AS "BOXED" OR "SHEET METAL" CONSTRUCTION SHALL BE BUILT IN SAID SUBDIVISION UNLESS THE SAME SHALL BE COVERED OVER, UPON

BUILDING RESTRICTIONS

PAGE 3

ALL ITS OUTSIDE WALLS WITH A VENEER MATERIAL OF WOOD, STONE, OR OTHER MATERIAL WHICH IS NATIVE OR COMMON TO THE AREA. ALL HOUSES SHALL BE OF SUCH DESIGN TO COMPLEMENT THE NATURAL ENVIRONMENT OF THE AREA.

J. THERE SHALL NOT BE ERECTED ON ANY PART OF THE PROPERTY HEREIN CONTAINED, ANY BUILDING IN WHICH SHALL BE CARRIED ON ANY BUSINESS, OFFENSIVE, NOXIOUS OR DETRIMENTAL TO THE USE OF THE LAND IN THE VICINITY OF SAID LOTS FOR PRIVATE RESIDENCES, NOR SHALL SAID LAND BE USED FOR ANY PURPOSES WHICH MIGHT OR COULD CREATE A NUISANCE. SAID PROPERTY SHALL NOT BE USED FOR THE GIVING OF SHOWS OR PUBLIC ENTERTAINMENT OF ANY KIND, AND NO SHOWS, CONCERTS, THEATRICAL OR MUSICAL PERFORMANCES OR ANY ENTERTAINMENT WHATEVER OF A PUBLIC CHARACTER WHETHER ACCOMPANIED BY MUSIC OR NOT, WHICH ATTRACTS OR IS CALCULATED TO ATTRACT, DIVERT, OR COLLECT A CONGREGATION OF PERSONS, PROVIDED, HOWEVER, THAT A CHURCH BUILDING MAY BE LOCATED ON ANY LOT OR LOTS WITH THE CONSENT IN WRITING OF THE OWNERS OF MORE THAN SEVENTY-FIVE PER CENT (75%) OF THE TOTAL SQUARE FEET IN AREA CONTAINED IN LOTS LOCATED IN WHOLE OR IN PART WITHIN THREE HUNDRED (300) FEET OF SUCH LOT OR LOTS WHEREON IT IS PROPOSED TO LOCATE SUCH CHURCH.

K. NO TRASH PILES, DUMPS, OR OTHER AREAS OF STORAGE OF MATERIALS SHALL BE ALLOWED UPON ANY OF SAID LOTS AND NO BUSINESS OR ACTIVITY MAY BE CONDUCTED OR CARRIED ON UPON SUCH LOT WHICH WOULD CONSTITUTE A PUBLIC OR PRIVATE NUISANCE.

L. HEALTHY TREES SHALL BE REMOVED ONLY AS NECESSARY FOR THE CONSTRUCTION OF HOMES OR OTHER AUTHORIZED BUILDINGS AND ROADWAYS.

M. IT SHALL BE THE OBLIGATION OF EACH LOT OWNER TO PROVIDE ADEQUATE OFF-STREET PARKING, NOT ONLY FOR THE OWNER, BUT ALSO FOR ANTICIPATED GUESTS, AND IN THIS REGARD, SHALL PROVIDE FOR ADEQUATE SNOW REMOVAL IN THE WINTER TO ACCOMPLISH THIS END.

4. THE COVENANTS AND RESTRICTIONS HERINAFOVE DESCRIBE SHALL RUN WITH THE RESPECTIVE LOTS TO WHICH THEY ARE APPLICABLE AND SHALL BE BINDING UPON ALL PARTIES, AND UPON ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM AND AFTER THE DATE ON WHICH THESE COVENANTS AND RESTRICTIONS ARE RECORDED IN THE OFFICE OF THE RECORDER OF VALLEY COUNTY, IDAHO. AFTER THE EXPIRATION OF SAID 25 YEAR PERIOD SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED AND SHALL CONTINUE TO RUN WITH THE RESPECTIVE OWNERS FOR SUCCESSIVE PERIODS OF TEN YEARS UNLESS AN INSTRUMENT EXECUTED BY A MAJORITY OF THE THEN OWNERS OF ALL OF SAID LOTS HAS BEEN RECORDED, AGREEING TO



UDELL and ELAM

ATTORNEYS AND COUNSELORS AT LAW

300 LENORA STREET

P.O. BOX 1300A MCALL, IDAHO 83408

PH: (208) 634-2100 or (208) 634-2100

BUILDING RESTRICTIONS

PAGE

CHANGE SAID COVENANTS AND RESTRICTIONS IN WHOLE OR IN PART

5. IF THE PARTIES OR PERSONS NAMED HEREIN, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED, ANY OTHER PERSON OR PERSONS OWNING ANY PART OF THE LOTS LOCATED IN SAID SUBDIVISION SHALL AND DOES HAVE THE POWER TO PROSECUTE ANY PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT OR RESTRICTION, AND TO PREVENT HIM, HER, OR THEM, WHETHER SUCH PERSON OR PERSONS ARE NATURAL OR ARTIFICIAL PERSONS, FROM SO DOING AND TO RECOVER DAMAGES, ATTORNEY FEES AND ANY OTHER COMPENSATION ALLOWED BY LAW FOR SUCH VIOLATION OR ATTEMPTED VIOLATION.

6. SHOULD ANY COVENANT OR RESTRICTION CONTAINED HEREIN BE RENDERED INVALID BY A JUDGMENT OF A COURT OF COMPETENT JURISDICTION, SUCH INVALIDATION SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS OR RESTRICTIONS HEREIN CONTAINED AND DESCRIBED.

IN WITNESS WHEREOF, THE SAID DEVELOPERS OF SAID LANDS HAVE HEREUNTO SET THEIR HANDS THIS 24TH DAY OF NOVEMBER, 1983.

FRANK T. ELAM  
TRUSTEE

WILLIAM E. MOCKWITZ

MAYRE SUE MOCKWITZ

STATE OF IDAHO,

SS.

COUNTY OF VALLEY.

ON THIS 14TH DAY OF NOVEMBER, 1983, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED FRANK T. ELAM, WILLIAM E. MOCKWITZ AND MAYRE SUE MOCKWITZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND

PAGE 5

AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE  
 FIRST ABOVE WRITTEN.

Rhonda McRae

NOTARY PUBLIC FOR IDAHO  
RESIDING AT MC CALL, IDAHO

WIDELL and ELAM

ATTORNEYS AND COUNSELORS AT LAW  
300 LENORA STREET  
P.O. BOX 1322A MCALL, IDAHO 83638  
PHONE (208) 634-2108 or (208) 634-2100

Box 0  
McCall

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# Amended Restrictions, Covenants and Conditions for Payette River Subdivision No. 1

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Board of Directors for the Payette River Property Owners' Association, Inc., and owners of lot(s) in Payette River Subdivision No. 1, hereby certify and declare as follows:

## Section 1 - Declaration of Restrictions, Covenants and Conditions.

1.1 - That they are the owners of a majority of lots in said subdivision located adjacent to the North Fork of the Payette River, South of the City of McCall, County of Valley, State of Idaho, the plat of which is filed on record in the office of the Recorder of Valley County, Idaho in Book 4 of Plats at Page 47, as Instrument Number 79827, which record is by reference incorporated herein.

1.2 - That all lots of said subdivision are hereby designated as residential lots and may be used only as such.

1.3 - That all lots shall be subject to the following Restrictions, Covenants and Conditions and by the acceptance of any conveyance thereof the grantee or grantees therein, their heirs, executors, administrators, successors and assigns shall be bound by all of the following restrictions:

a) No lot therein shall be used except for residential purposes. No building shall be erected, allowed, or placed or permitted to remain on any lot other than detached family dwellings, not to exceed a dwelling building for a one-family occupancy and not to exceed two stories in height. If a garage is placed thereon, it shall not have a capacity for more than three cars. Structures shall be required for the storage of recreational equipment and vehicles in the off-season.

b) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the above described tract of land shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, EXCEPT as set forth below. Camp trailers, belonging to visitors or guests may be parked or occupied on the premises for a period not to exceed two weeks continuously.

During periods of construction a trailer house may be parked on a lot, but must be removed within one (1) year of placement.

**Instrument # 287079**

VALLEY COUNTY, CASCADE, IDAHO  
2004-09-02 02:10:17 No. of Pages: 7

Recorded for : CINDY NEMEC

LELAND G. HEINRICH

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 21.00

11/16/2002

c) All houses shall be of such design to compliment the natural environment of the area as well as existing homes. All structures are to be approved in advance by the Architectural Control Committee. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than those of the existing homes. The ground floor area of the main structure, exclusive of open porches or garages, shall not be less than one thousand (1,000) square feet for a one (1) story building, nor less than eight hundred (800) square feet for a dwelling of more than one (1) story.

d) No building shall be located on any lot nearer than Twenty-five (25) feet to the front line, and nearer than Ten (10) feet to any side yard line or rear lot line. For the purpose of this covenant, eaves, steps, or open porches shall not be constructed so that any portion of a building encroaches upon another lot.

e) No more than one dwelling house shall be erected upon a lot.

f) No fence, hedge, or boundary wall situated on the sides or back of any lot or combination of lots shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge, or wall is situated.

For fences situated on the front of lots, the height shall not be greater than four (4) feet and shall be constructed of natural materials and consistent with any existing structures.

All fences are to be approved by the Architectural Control Committee before construction.

g) No animals (including, but not limited to birds, insects, pigeons, poultry, or livestock) shall be kept on the property. This restriction is NOT intended to prohibit the keeping of domesticated dogs, cats, or other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the board of the Association, in its reasonable judgment. Pets are to be kept in compliance with the laws and ordinances of the County of Valley. Without limiting the generality of the foregoing, consistent and/or chronic barking, chasing of vehicles, and/or pedestrians shall be considered a nuisance. Household pets kept for personal or recreational purposes must be kept within the boundaries of the lot(s) unless accompanied by and under the control of the owner.

h) All sanitary facilities for lots of said subdivision shall be in conformance with the requirements of the State of Idaho and the County of Valley.

I) No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said subdivision unless the same shall be covered over upon all its outside walls with a veneer material of wood, stone, or other material which is native or common to the area. All houses shall be of such design to complement the natural environment of the area, and no house shall be moved from a point without the subdivision to a point within the same without the special written permission from the Architectural Control Committee,

which may be granted at their discretion if it be shown that the cost, reasonable value and appearance of such house when placed will comply with all restrictions applicable to the lot whereon such house is to be placed.

j) There shall not be erected on any part of the property any building in which there shall be any business offensive, noxious or detrimental to the use of the land in the vicinity of said lots for private residences, nor shall said land be used for any purposes which might or could create a nuisance. Said property shall not be used for the giving of shows or public entertainments of any kind, and no shows, concerts, theatrical or musical performances, or any entertainment whatever of a public character, whether accompanied by music or not, which attracts or is calculated to attract, divert, or collect a congregation of persons.

k) No trash piles, dumps, or other areas of storage of materials shall be allowed upon any lots and no business or activity may be conducted or carried on upon lots which would constitute a public or private nuisance.

l) Trees shall be removed only as necessary for the construction of homes or other authorized buildings and roadways, or as may be necessary for the protection of property and the prevention of the spread of disease. Thinning of trees for aesthetic reasons or for the health of remaining trees is allowed. However, there is to be no logging.

m) It shall be the obligation of each lot owner to provide adequate off-street parking, not only for the owner, but also for anticipated guests, and in that regard, shall provide for adequate snow removal in the winter to accomplish this end.

n) All terrain vehicles, snow machines, motorcycles, and all 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.

o) Dust abatement on the gravel roads in the subdivision is the responsibility of individual lot owners. If a dust palliative is used, it must be one approved by the Environmental Protection Agency and the cost born by the property owner.

p) All permanent gas tanks shall be shielded from view from the street.

1.4 - The covenants and restrictions hereinabove described shall run with the respective lots to which they are applicable and shall be binding upon all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof for a period of twenty-five (25) years from and after the date on which these amended covenants and restrictions are recorded in the office of the Recorder of Valley County, Idaho. After the expiration of said twenty-five (25) year period, all covenants shall be automatically

extended and shall continue to run with the respective owners for successive periods of ten (10) years unless an instrument executed by the then owners of more than fifty (50) percent of all of said lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

1.5 - If the parties or persons named herein, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, any other person or persons owning any part of the lots located in said subdivision shall and does have the power to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and to prevent him, her, or them, whether such person or persons are natural or artificial persons, from so doing and to recover damages, attorneys fees, and any other compensation allowed by law for such violation or attempted violation.

1.6 - Should any covenant or restriction contained herein be rendered invalid by a judgment of a court of competent jurisdiction such invalidation shall in no way effect any of the other provisions or restrictions herein contained and described.

1.7 - GRANDFATHER CLAUSE. All violations of these covenants in existence at the time of recording shall be deemed allowable by reason of a Grandfather Clause. No violations will be forced to be corrected unless at odds with the Valley County Building codes or restrictions. If the violation is remodeled, modified or changed, the new result must be in accordance with the current covenants and the old violation must be corrected. Example, an old fence is seven (7) feet tall and a new fence is built or the old fence is knocked down by a tree, the new fence will be built or remodeled to be in accordance with these new covenants.

## **Section 2 - PROPERTY OWNERS' ASSOCIATION**

2.1 - Membership: Every owner of a lot, except as indicated below, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Ownership of a lot or lots in Payette River Subdivision No. 1 shall be the sole qualification for membership. Membership in the Association shall automatically transfer to any successors and/or assigns in ownership interest in a lot or lots. The only exception to this automatic membership shall be owners of lots at the time of recording these amended covenants and Association by-laws. These owners shall have the choice of becoming members and shall indicate their desire to join said Association by recording with the Valley County Recorder a signed Undertaking of Membership form. If an owner chooses NOT to become a member that right shall only be valid during his/her/their ownership of the property. Upon transfer of the property, the new owners will be bound by these covenants to become a member.

2.2 - See attached By-Laws of the Payette River Property Owners' Association, Inc. a non-profit association which is hereby incorporated to and made a part of this declaration by this reference.

### **Section 3 - ARCHITECTURAL CONTROL COMMITTEE**

3.1 - There is hereby established an Architectural Control Committee consisting of five members, one of which must be a member of the Board of Directors of the Association and the remaining four must at least be members of the Association and be in good standing. Only three members are required to have a meeting or to vote on submitted plans as a majority of the board is all that is required for approval and that is three out of five.

3.2 - The right to appoint and remove members of the Architectural Control Committee shall be vested in the Board of Directors of the Association.

3.3 - The Architectural Control Committee shall have the responsibility to interpret the Covenants and Conditions related to the construction plans and plans for improvement of the lots, pursue approvals and certificates of compliance with the Covenants and Conditions and inspect and enforce the Covenants and Conditions.

3.4 - No improvement shall be constructed, erected, placed, altered, maintained, or permitted on any building site until the design and construction plans and specifications have been submitted to and approved by the committee. Such plans and specifications shall be submitted in writing over the signature of the owner or his authorized agent.

3.5 - Proposed plans and specifications must be submitted to the Architectural Control Committee. The initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways, and attached fencing should be approved by the Architectural Control Committee before owners are committed to a large investment for detailed architectural drawings.

3.6 - If the Architectural Control Committee fails to either approve or to disapprove such plans and specifications (including re-submission of disapproved plans and specification which have been revised) within 30 days after the same have been submitted to it (provided that all required information has been submitted) it shall conclusively be presumed that said plans and specifications have been approved, subject to the Covenants and Conditions contained in Section 1. The Architectural Control Committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty (30) day time period shall commence on the date of such notification.

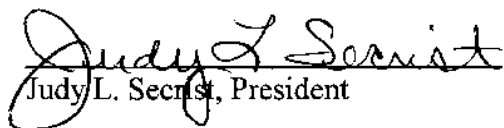
3.7 - Neither the Architectural Control Committee nor its individual members shall be liable for damages to any one submitting plans and specifications to them for approval, or to any owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or

disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner or occupant of any building site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Control Committee or its individual members to recover such damages.

THE UNDERSIGNED certify that the above amended Restrictions, Covenants and Conditions were approved by the vote or written consent of at least fifty-one percent of the owners of lots in Payette River Subdivision No. 1.

IN WITNESS WHEREOF, the said members of the Board of Directors of the Payette River Property Owners' Association, Inc., have hereunto set their hands this 16<sup>th</sup> day of November, 2002.

Payette River Property Owners' Association, Inc.

  
Judy L. Secrist, President

  
Cindy Nemec, Secretary

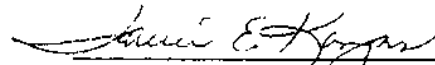
  
Jeri Gowan, Vice President

  
John Lund, Treasurer

STATE OF IDAHO  
COUNTY OF Valley

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of NOVEMBER 2002, by Judy L. Secrist, President, Cindy Nemec, Secretary, Jeri Gowan, Vice President and John Lund, Treasurer for Payette River Property Owners' Association, Inc.

(seal)

  
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Janice E. Kangas Notary  
Expire - 5/15/2007

Personally known all -





First Amended Restrictions, Covenants and Conditions for  
Payette River Subdivision No. 1

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Board of Directors for the Payette River Property Owners Association, Inc., and owners of lot(s) in Payette River Subdivision No. 1, hereby certify and declare as follows:

Section 1 - Declaration of Restrictions, Covenants and Conditions.

1.1 - That they are the owners of a majority of lots in said subdivision located adjacent to the North Fork of the Payette River, South of the City of McCall, County of Valley, State of Idaho, the plat of which is filed of record in the office of the Recorder of Valley County, Idaho in Book 4 of Plats at Page 47, as Instrument Number 79827, which record is by reference incorporated herein.

1.2 - That all lots of said subdivision are hereby designated as residential lots and may be used only as such.

1.3 - That all lots shall be subject to the following restrictions, covenants and conditions and by the acceptance of any conveyance thereof the grantee or grantees therein, their heirs, executors, administrators, successors and assigns shall be bound by all of the following restrictions:

(a) No lot therein shall be used except for residential purposes. No building shall be erected, allowed or placed or permitted to remain on any lot other than detached family dwellings, not to exceed a dwelling building for a one-family occupancy and not to exceed two stories in height. If a garage is placed thereon it shall not have a capacity for more than three cars. Structures shall be required for the storage of recreational equipment and vehicles in the off-season.

(b) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the above described tract of land shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary nature be used as a residence, EXCEPT as set forth below. Camp trailers, belonging to visitors or guests may be parked and occupied on the premises for a period not to exceed two weeks continuously.

During periods of construction a trailer house may be parked on a lot, but must be removed within one (1) year of placement.

(c) All houses shall be of such design to compliment the natural environment of the area as well as existing homes. All structures are to be approved in advance by the Architectural Control Committee. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than those of the existing homes.

(d) No building shall be located on any lot nearer than 25' to the front line, and nearer than 10' to any side yard line or rear lot line. For the purpose of this covenant, eaves, steps or open porches shall not be constructed so that any portion of a building encroaches upon another lot.

(e) Not more than one dwelling house shall be erected upon a lot.

(f) No fence, hedge or boundary wall situated on the sides or back of any lot or combination of lots shall have a height greater than 6' above the finished graded surface of the ground upon which such fence, hedge or wall is situated.

For fences situated on the front of lots, the height shall not be greater than 4' and shall be constructed of natural materials and consistent with any existing structures.

All fences are to be approved by the Architectural Control Committee before construction.

(g) No animals (including, but not limited to birds, insects, pigeons, poultry, or livestock) shall be kept on the property. This restriction is NOT intended to prohibit the keeping of domesticated dogs, cats, or other household pets which do not unreasonably bother or constitute a nuisance to others as determined by the board of the Association, in its reasonable judgment. Pets are to be kept in compliance with the laws and ordinances of the County of Valley. Without limiting the generality of the foregoing, consistent and/or chronic barking chasing or vehicles and/or pedestrians shall be considered a nuisance. Household pets kept for personal or recreational purposes must be kept within the boundaries of the lot(s) unless accompanied by and under the control of the Owner.

(h) All sanitary facilities for lots of said subdivision shall be in conformance with the requirements of the State of Idaho and the County of Valley.

(i) No residence of any kind of what is commonly known as "boxed" or "sheet metal" construction shall be built in said subdivision unless the same shall be covered over upon all its outside walls with a veneer material of wood, stone, or other material which is native or common to the area. All houses shall be of such design to complement the natural environment of the area, and no house shall be moved from a point within the subdivision to a point within the same without the special written permission from the Architectural Control Committee, which may be granted at their discretion if it be shown that the cost, reasonable value and appearance of such house when placed will comply with all restrictions applicable to the lot whereon such house is to be placed.

(j) There shall not be erected on any part of the property any building in which there shall be any business offensive, noxious or detrimental to the use of the land in the vicinity of said lots for private residences, nor shall said land be used for any purposes which might or could create a nuisance. Said property shall not be used for the giving of shows or public entertainments of any kind, and no shows, concerts,

theatrical or musical performances, or any entertainment whatever of a public character, whether accompanied by music or not, which attracts or is calculated to attract, divert, or collect a congregation or persons.

(k) No trash piles, dumps, or other areas of storage of materials shall be allowed upon any lots and no business or activity may be conducted or carried on upon lots which would constitute a public or private nuisance.

(l) Trees shall be removed only as necessary for the construction of homes or other authorized buildings and roadways, or as may be necessary for the protection of property and the prevention of the spread of disease. Thinning of trees for aesthetic reasons or for the health of remaining trees is allowed. However, there is to be no logging.

(m) It shall be the obligation of each lot owner to provide adequate off-street parking, not only for the owner, but also for anticipated guests, and in that regard, shall provide for adequate snow removal in the winter to accomplish this end.

(n) All terrain vehicles, snow machines, motorcycles and all 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.

(o) Dust abatement on the gravel roads in the subdivision is the responsibility of individual lot owners. If a dust palliative is used, it must be one approved by the Environmental Protection Agency and the cost born by the property owner.

(p) All permanent gas tanks shall be shielded from view from the street.

1.4 - The covenants and restrictions hereinabove described shall run with the respective lots to which they are applicable and shall be binding upon all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof for a period of 25 years from and after the date on which these amended covenants and restrictions are recorded in the office of the Recorder of Valley County, Idaho. After the expiration of said 25 year period all covenants shall be automatically extended and shall continue to run with the respective owners for successive periods of ten years unless an instrument executed by the then owners of more than 50% of all of said lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

1.5 - If the parties or persons named herein, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, any other person or persons owning any part of the lots located in said subdivision shall and does have the power to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and to prevent him, her, or them, whether such person or persons are natural or artificial persons, from so doing and to recover

damages, attorney fees and any other compensation allowed by law for such violation or attempted violation.

1.6 - Should any covenant or restriction contained herein be rendered invalid by a judgment of a court of competent jurisdiction such invalidation shall in no way effect any of the other provisions or restrictions herein contained and described.

1.7 - GRANDFATHER CLAUSE. All violations of these covenants in existence at the time of recording shall be deemed allowable by reason of a Grandfather Clause. No violations will be forced to be corrected unless at odds with the Valley County Building codes or restrictions. If the violation is remodeled, modified or changed, the new result must be in accordance with the current covenants and the old violation must be corrected. Example, an old fence is 7 feet tall and a new fence is built or the old fence is knocked down by a tree, the new fence will be built or remodeled to be in accordance with these new covenants.

## Section 2 - PROPERTY OWNER'S ASSOCIATION

2.1 - Membership: Every owner of a Lot, except as indicated below, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Ownership of a lot or lots in Payette River Subdivision No.1 shall be the sole qualification for membership. Membership in the Association shall automatically transfer to any successors and/or assigns in ownership interest in a lot or lots. The only exception to this automatic membership shall be owners of lots at the time of recording these amended covenants and Association by-laws. These owners shall have the choice of becoming members and shall indicate their desire to join said Association by recording with the Valley County Recorder a signed Undertaking of Membership form. If an owner chooses NOT to become a member that right shall only be valid during his/her/their ownership of the property. Upon transfer of the property the new owners will be bound by these covenants to become a member.

2.2 - See attached By-Laws of Payette River Property Owners Association, Inc. a non-profit association which is hereby incorporated to and made a part of this declaration by this reference.

## Section 3 - Architectural Control Committee

2.1 - There is hereby established an Architectural Control Committee consisting of five members, one of which must be a member of the Board of Directors of the Association and the remaining four must at least be members of the Association and be in good standing. Only three members are required to have a meeting or to vote on submitted plans as a majority of the board is all that is required for approval and that is three out of

five.

2.2 - The right to appoint and remove members of the Architectural Control Committee shall be vested in the Board of Directors of the Association.

2.3 - The Architectural Control Committee shall have the responsibility to interpret the Covenants and Conditions relating to the construction plans and plans for improvement of the lots, pursue approvals and certificates of compliance with the Covenants and Conditions and inspect and enforce the Covenants and Conditions.

2.4 - No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any building site until the design, and construction plans and specifications have been submitted to and approved by the committee. Such plans and specifications shall be submitted in writing over the signature of the owner or his authorized agent.

2.5 - Proposed plans and specifications must be submitted to the Architectural Control Committee. The initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways, and attached fencing should be approved by the Architectural Control Committee before owners are committed to a large investment for detailed architectural drawings.

2.6 - If the Architectural Control Committee fails to either approve or to disapprove such plans and specifications (including re-submission of disapproved plans and specifications which have been revised) within 30 days after the same have been submitted to it (provided that all required information has been submitted) it shall conclusively be presumed that said plans and specifications have been approved, subject to the Covenants and Conditions contained in Section one. The Architectural Control Committee shall notify the owner in writing upon receipt of all required plans and specifications and the aforesaid thirty day time period shall commence on the date of such notification.

2.7 - Neither the Architectural Control Committee nor its individual members shall be liable for damages to any one submitting plans and specifications to them for approval, or to any owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans and specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner or occupant of any building site agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the Architectural Control Committee or its individual members to recover such damages.

THE UNDERSIGNED certify that the above amended Restrictions, Covenants and Conditions were approved by the vote or written consent of at least fifty-one percent of the owners of lots in Payette River Subdivision No. 1.

IN WITNESS WHEREOF, the said members of the Board of Directors of the Payette River Property Owner Association, Inc., have hereunto set their hands this 12th day of July, 1998.

Payette River Property Owners Association, Inc.

Herbert C. Schneider  
Herbert C. Schneider, President

Judy J. Secrist  
Judy Secrist, Secretary

Hjalmar Zeydel  
Hjalmar Zeydel, Vice-President

John C. Lund  
John Lund, Treasurer

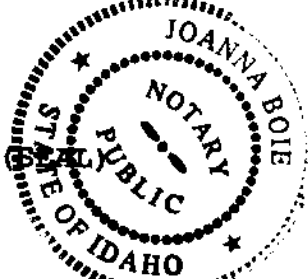
Michael Boie  
Michael Boie, Assistant Secretary

Notary Acknowledgement attached to Pay. Riv. #1 - CCR'S

STATE OF IDAHO )

COUNTY OF VALLEY )

On this 12th day of July, in the year 1998, before me Joanna Boie, personally appeared Herbert C. Schneider known or identified to me to be the President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



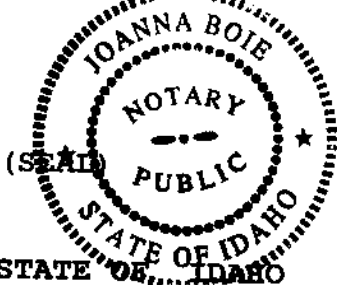
Joanna Boie

Notary Public State of Idaho  
Residing at: McCall  
Comm. Expires: 03-25-2000

STATE OF IDAHO )

COUNTY OF VALLEY )

On this 12th day of July, in the year 1998, before me Joanna Boie, personally appeared Judy Secrist known or identified to me to be the Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



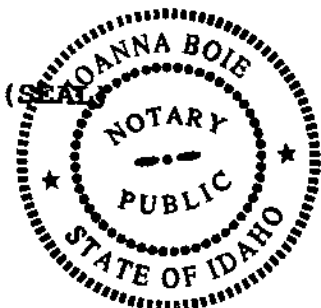
Joanna Boie

Notary Public State of Idaho  
Residing at: McCall  
Comm. Expires: 03-25-2000

STATE OF IDAHO )

COUNTY OF VALLEY )

On this <sup>21st</sup> 12th day of July, in the year 1998, before me Joanna Boie, personally appeared Hjallmar Zeydel known or identified to me to be the Vice-President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Joanna Boie

Notary Public State of Idaho  
Residing at: McCall  
Comm. Expires: 03-25-2000

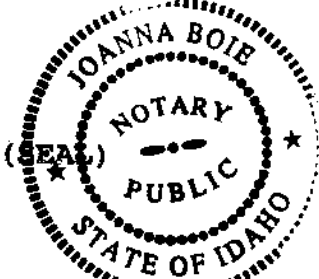


Notary Acknowledgement attached to Pay. Riv. #1 CCR's

STATE OF IDAHO )

COUNTY OF VALLEY )

On this 12th day of July, in the year 1998, before me Joanna Boie, personally appeared John Lund known or identified to me to be the Treasurer of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Joanna Boie

Notary Public State of Idaho  
Residing at: McCall  
Comm. Expires: 03-25-2000

STATE OF IDAHO )

COUNTY OF VALLEY )

On this 12th day of July, in the year 1998, before me Julie Brown, personally appeared Michael Boie known or identified to me to be the Assistant Secretary of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Julie Brown

Notary Public State of Idaho  
Residing at: McCall  
Comm. Expires: 6-4-99

(SEAL)



BYLAWS OF  
PAYETTE RIVER PROPERTY OWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

ARTICLE I.

OFFICES

The principal office of the corporation shall be located in Valley County, State of Idaho.

ARTICLE II.

PURPOSES AND OBJECTS

To promote the proper and constructive development and utilization of the various lots comprising PAYETTE RIVER SUBDIVISION #1, Valley County, Idaho, for the general benefit and welfare of the owners and purchasers of said lots in a manner consonant with existing covenants and restrictions, so as to enhance the overall economic and aesthetic values incident to the ownership and residential utilization of such lands.

Further, to exercise any and all powers which may be delegated to it from time to time by the member/owners of real property in the subdivision, provided, however, this corporation shall not engage in partisan political activity or pursue partisan political purposes of any kind or character.

ARTICLE III.

MEMBERS

SECTION 1. Class of Members. The corporation shall have one class of members. The qualifications and rights shall be as follows:

(a) Every beneficial owner (as distinguished from a security owner) of a lot in PAYETTE RIVER SUBDIVISION #1, in the County of Valley, State of Idaho, as hereinabove particularly described, may be a member. In construing the provisions of this paragraph, beneficial owners shall include the equitable owner of any lot in the above described subdivision which is being purchased on installment.

(b) Membership shall be evidenced by a signed undertaking by the applicant to comply with and be bound by the Articles of Incorporation, these Bylaws, and amendments thereto, and the policies, rules and regulations at any time adopted by the corporation in accordance with these Bylaws. Said undertaking shall bind the owners' lot(s) and shall be recorded towards that end.

(c) An individual owner's membership in this corporation shall terminate upon such member's ceasing to be a beneficial owner of a lot, in or on the property described hereinabove, said membership passing with the lot transfer to its new owner.

SECTION 2. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members. A member, whether an individual, a collection of individuals, a partnership, a corporation, or other associational entity, shall have but one vote per owned lot or lots. That is, ownership of more than one lot shall not entitle such owner to additional votes. Where two or more owners own a lot, only one for such lot owned shall be allowed to vote, and such joint owners shall designate and register with the Secretary of corporation the name of that owner entitled to cast such single vote.

(a) At membership meetings all votes shall be cast in person or by proxy registered with the Secretary.

(b) The Board of Directors is authorized to establish regulations providing for voting by mail.

SECTION 3. Assignment of Rights. A beneficial owner who is a member of the corporation may assign his or her membership rights to a tenant in possession of the beneficial owner's lot. Such assignment shall be effected by filing with the Secretary of the corporation a written notice signed by the beneficial owner.

#### ARTICLE IV.

##### MEETINGS OF MEMBERS

SECTION 1. Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in the County of Valley in \_\_\_\_\_ of each year, beginning with the year 1996. The time and place shall be fixed by the directors.

SECTION 2. Regular Meetings. In addition to the annual meetings, regular meeting of the members shall be had at such time and place as shall be determined by the Board of Directors.

SECTION 3. Special Meetings. A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within fifteen (15) days by the President, or the Board of Directors, if requested by not less than ten percent (10%) of the membership voting rights. Special meeting notices made by phone shall only be utilized when a majority of the current Board of Directors deem this procedure as necessary. When the 24 hour notice is utilized to hold a special meeting, an accurate and complete summary of this meeting shall be mailed to all members within 10 days of said meeting.

SECTION 4. Notice of Meetings. A notice stating the place, day, and hour of any regular meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than ten (10) days before the date of such meeting; special meeting notice may be by phone as well and only 24 hours notice is required.

SECTION 5. Quorum. The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting; if a quorum is not present at any meeting of members, a majority of the members present may recess the meeting from time to time without further notice.

SECTION 6. Proxies. At any meeting of the members a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after eleven (11) months from the date of its execution, and is subject to revocation at the will of the member who executed it.

SECTION 7. Voting by Mail. Where directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted in whole or in part by mail in such manner as the Board of Directors shall determine.

SECTION 8. Waiver of Notice. Any and all notice requirements may be waived by the member or members entitled thereto, or by his or her proxy holder, by written waiver executed at any time.

## ARTICLE V.

### BOARD OF DIRECTORS

SECTION 1. General Powers. The affairs of the corporation shall be managed by the Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors shall be at least three (3) and not more than seven (7), each of whom shall be a member of the corporation. The initial directors shall be seven (7) in number as provided in the Articles of Incorporation. Save for the initial directors, all directors shall be elected annually.

SECTION 3. Meetings. Director shall meet from time to time, but at least once annually in conjunction with the annual meeting of the members. Notice of directors meetings shall be given by the Secretary of the corporation acting under the direction of either the President or the Board collectively.

SECTION 4. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the directors are present at said meeting, a majority of the directors present may recess the meeting, from time to time without further notice.

SECTION 5. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

SECTION 6. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by election by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. In the event a director fails to attend three (3) consecutive meetings, at the discretion of the balance of the Board, he or she may forfeit such office, thereby creating a vacancy.

## ARTICLE VI.

### OFFICERS

SECTION 1. Officers. The officers of the corporation shall be a President, Vice-president, a Secretary, and a Treasurer, as well as a Second Vice-president and Second Secretary.

SECTION 2. Qualifications and Method of Election. All officers are required to be members of the Association, shall be elected by the Board of Directors, and serve for a term of one (1) year.

SECTION 3. President. The President shall preside at all meetings of the corporation and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the corporation, and shall serve as a member ex-officio of any standing committees.

SECTION 4. Vice-president. The Vice-president shall assume the duties of the President during his or her absence. The Second Vice-president shall act in his or her absence.

SECTION 5. Secretary. The Secretary shall keep the minutes of all the meetings of the corporation and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all the corporate records. The Second Secretary shall act in his or her absence.

SECTION 6. Treasurer. The Treasurer shall receive all corporate funds, keep them in a bank approved by the Board of Directors, and pay out funds only on notice signed by him or her and one other officer.

SECTION 7. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 8. Compensation. Only expenses related to the operation of the corporation may be reimbursed upon approval of the Board of Directors.

SECTION 9. Standing Committees. Membership in all standing committees shall be as appointed by the President, subject only to veto by a majority of the remainder of the Board of Directors.

## ARTICLE VII.

### FEES AND DUES

SECTION 1. Joining Fee. Ownership of a lot in Payette River Subdivision #1, together with execution of a "Payette River Property Owners Association, Inc., Membership Undertaking" and delivery thereof to the Association's

Secretary, without the need for payment of any joining fee, shall establish said owner as a member of this corporation. The Membership Undertaking shall then be recorded at the Valley County Recorder's Office.

SECTION 2. Annual Dues. The annual dues, if any, shall be set by membership vote, a majority being sufficient to establish same.

SECTION 3. Default in Payment of Dues. When any member shall be in default in the payment of dues, if any, for a period of thirty (30) days from the date on which such dues becomes payable, he or she shall for purposes of voting be considered as not being in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues in full, and until such time as such member is reinstated, he or she shall have no voting rights of any kind whatsoever arising out of a membership in the Association.

SECTION 4. Assignment of Dues. In any event any member whose dues are paid up shall, during the period in which said dues are paid up, terminate his or her membership by sale of his or her lot, he or she shall be entitled to assign to the buyer of such lot the benefit of the paid up dues. Any such buyer shall acquire the benefit of such paid up dues without the necessity of paying pro-rata dues to the end of the year.

#### ARTICLE VIII.

##### FISCAL

The fiscal year of the corporation shall be the calendar year.

#### ARTICLE IX.

##### AMENDMENTS

Any proposed amendment to these Bylaws may be submitted in writing at any meeting of the members of the corporation. Such proposed amendments shall be discussed at the meeting of the members following the meeting at which the proposed amendment was submitted and shall be voted upon by the members of the corporation at a date which shall be not earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three (3) members of the corporation, shall be read at the meeting by the Secretary,

and shall be printed on ballots distributed to all members by mail.

A proposed amendment shall become effective only when approved by a two-thirds (2/3) majority of the members entitled to vote, as measured at the time such vote is taken.

ARTICLE X.

WAIVER OF NOTICE

SECTION 1. Authority of Waiver of Notice. Whenever, under the provisions of these Bylaws or of any statute, any member or director is entitled to notice of any regular or special meeting or of any action to be taken by the Corporation, such meeting may be held or such action may be taken without the giving of such notice, provided every member or director entitled to such notice, in writing, waives the requirements in respect thereto.

ADOPTED AND CERTIFIED by the Directors and members the  
31st day of July, 1998

Judy L. Sacrist

Kathy Scott

Walter C. Schwede

Michael Baker

John Q. Lewis

*After*

Определены ли в документе все объекты, подлежащие изъятию?

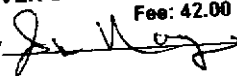
38 APR 3 PM 2 36  
FIRST AMERICAN TITLE  
REQUESTED BY \_\_\_\_\_  
RECORDED

VALLEY COUNTY RECORDER  
BY: 8/25/00  
FEE: 15.00

234230





Instrument # 318017  
VALLEY COUNTY, CASCADE, IDAHO  
2007-01-31 10:16:41 No. of Pages: 14  
Recorded for : PAYETTE RIVER SUB  
ARCHIE N. BANBURY Fee: 42.00  
Ex-Officio Recorder Deputy   
Index to: RESTRICTIVE COVENANT

**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

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**AMENDED AND RESTATED  
RESTRICTIONS, COVENANTS AND CONDITIONS FOR  
PAYETTE RIVER SUBDIVISION NO. 1**

The property hereinafter described has been and is subject to Restrictions, Covenants and Conditions recorded July 30, 1973, as Instrument No. 79983, Official Records of Valley County, Idaho, and to amendments to those Restrictions, Covenants and Conditions dated July \_\_\_, 1998, recorded as Instrument No. \_\_\_, and dated July \_\_\_, 2002, recorded as Instrument No. \_\_\_, all in the Official Records of the Recorder of Valley County, Idaho.

Fifty-one percent (51%) of the votes of Members entitled to vote, measured at the time the vote was taken, having been cast, in person or by written ballot, in favor of the following amendments to the Restrictions, Covenants and Conditions, it is hereby declared that the Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 be amended and restated as follows:

**ARTICLE I  
PROPERTY**

1.1 **The Property.** All of that property within the subdivision named Payette River Subdivision No.1 located in Valley County, Idaho and further described as Section 30, Township 18 North, Range 3 East, Boise Meridian, the plat of which is filed in the office of the recorder of Valley County, Idaho, Book 4 of plats, page 47, Instrument Number 79827, which record is by reference incorporated herein.

1.2 **Binding Effect.** The real property described in Article I hereof ("the Property") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE II  
DEFINITIONS**

2.1 **"Architectural Control Committee"** or **"ACC"** shall mean and refer to a designated committee of the Association, consisting of three (3) to five (5) members of the Association in good standing, one of which must be a member of the Board., ACC committee members shall be appointed by the Board and shall serve at the pleasure of the Board.

2.2 **"Association"** shall mean and refer to Payette River Subdivision No. 1 Property Owners Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of said Association.

2.3 **"Association Property"** shall mean such property as may be owned and operated by the Association for the benefit of the Owners.

2.4 "Board" shall mean and refer to the Board of Directors of the Payette Lakes Subdivision No. 1 Property Owners Association, Inc.

2.5 "Building Floor" shall mean, the covered or interior load bearing building surface upon which appliances, furniture, storage and building occupants are normally found.

2.6 "Declarant" shall mean and refer to Payette River Subdivision No. 1 Property Owners Association, Inc., an Idaho nonprofit corporation, its successors and assigns.

2.7 "Declaration" shall mean the recorded Declaration of Restrictions, Covenants and Conditions for Payette River Subdivision No. 1 hereinabove referenced, as the same may be amended from time to time.

2.8 "Improvements" shall mean structures and construction of any kind on a Lot, above or below the ground such as, but not limited to, buildings, walls, fences, patios, hot tubs, decks, dog runs, and external lighting and exterior painting and/or staining.

2.9 "Lot" shall mean and refer to all Lots within and shown upon the official recorded plat of Payette Lakes Subdivision No. 1 and except for streets and sidewalks dedicated to the public, as shown upon the recorded plat.

2.10 "Main Residence Structure" shall mean a residential building intended for single family occupancy together with Out Building(s).

2.11 "Member in Good Standing" shall mean a member who is current in dues and is otherwise eligible to vote. Any member who brings his dues current shall be entitled to vote.

2.12 "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

2.13 "Noxious Weeds" shall mean those weeds classified as undesirable, exotic, injurious, or poisonous pursuant to state or federal law.

2.14 "Out Building" means an enclosed, covered building such as a garage or storage facility not directly attached to the main residence structure.

2.15 "Property", when capitalized, shall mean the same as "Subdivision".

2.16 "Subdivision" shall mean and refer to the real property constituting the Payette Lakes Subdivision No. 1, according to the official recorded plat thereof, and every part and parcel thereof, and such additions thereto as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions.

2.17 “Set Back” shall mean and refer to the minimum distance between the lawful location of a residence or structure on a Lot from a given street or road or from a Lot line as provided by a plat or otherwise provided for by law or by this Declaration.

2.18 Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

### ARTICLE III LAND USE RESTRICTIONS

#### 3.1 Land Use

3.1.1 No Lot shall be used for any purpose other than that of a single family residence.

3.1.2 No building shall be erected, placed, or permitted to remain on any Lot other than for residential purposes, or for a private garage or other Out Building incidental to residential use of the site.

3.1.3 No used structure shall be placed or relocated on any Lot.

3.1.4 No trailer, tent, shack, garage, barn or other Out Building shall be used for private habitation except that, during periods of construction, a trailer house or recreational vehicle may be may be parked and occupied as needed on a Lot for a period not to exceed 12 months.

#### 3.2 Animals

3.2.1 No animals, including but not limited to, birds, insects, livestock, or poultry shall be kept or maintained on any portion of Payette River Subdivision No.1. except the keeping of domestic dogs, cats or other household pets which do not constitute a nuisance to other residents, as determined by the Board in its reasonable judgment.

3.2.2 All allowed pets are to be kept or maintained in compliance with the laws and ordinances of Valley County, Idaho. In this regard, consistent and/or chronic barking, and chasing of vehicles and/or pedestrians shall be considered a nuisance.

3.2.3 All allowed pets must be kept within the boundaries of the Lot or Lots occupied by the pet's Owner or on a leash. This provision applies to but is not limited to residents, guests, renters, and construction workers. All pet Owners are responsible for the cleanup of their animal's waste.

#### 3.3 Sanitation

3.3.1 No part of Payette River Subdivision No.1, above or below ground, shall be used or maintained as a dumping ground for garbage, trash, refuse, or other waste.

3.3.2 Each property Owner will provide suitable receptacles for the temporary collection and storage of refuse on that property Owner's lot.

3.3.3 Construction debris shall be removed from an Owner's lot on a daily basis, and all building materials shall be removed from the lot, or moved to an enclosed space, promptly upon substantial completion of construction.

3.4 Noxious Weeds. Lot Owners will be responsible for the control and eradication of Noxious Weeds on their respective lots.

3.5 Storage Tanks and Heating/Cooling Apparatus. Any tank used in connection with any building for the storage of fuel, water, lubricants, or other liquids or gasses, and any permanent air conditioning and/or heating and cooling apparatus must be located underground or shielded from public view by an appropriate screen or enclosure as approved by the ACC.

3.6 Trees

3.6.1 Trees shall be removed only as necessary for approved construction, protection of persons and/or property, and the prevention and/or spread of disease.

3.6.2 All lots will be maintained in a manner to reduce the risk of fire.

3.6.3 No commercial logging will take place in Payette River Subdivision No. 1.

3.7 Motorized Vehicles; Parking

3.7.1 No motorized vehicle shall be parked on the street on a daily or continuous basis. Each Lot Owner shall be required to provide adequate off-street parking, not only for the Owner but also for anticipated guests, and in that regard, to provide for adequate snow removal in winter to accomplish this end.

3.7.2 No motor vehicle of any type, or part thereof, shall be permitted to remain on any lot or street in an exposed position and in a non-operative condition for more than thirty (30) days in any calendar year. After a ten (10) day written notice is served on the violator, any such vehicle, or part thereof, which does not display current or valid license plates and safety inspection stickers as required by law, shall be deemed to be a non-operating vehicle and may be removed at the request of any Owner and at the expense of the violating Owner.

3.7.3 Snow machines, motorcycles, and other similar All Terrain Motorized Vehicles may be operated within the subdivision only for direct egress from the Owner's Lot to areas outside of Payette River Subdivision No. 1. and/or for direct ingress to the Owner's Lot from areas outside of the subdivision.

3.7.4 Camp trailers belonging to visitors or guests may be parked and occupied on the premises for a period not to exceed four weeks continuously.

3.7.5 Commercial vehicles may not regularly be parked forward of any dwelling on a daily or continuing basis.

3.8 Noise. Members shall not, and shall ensure that their guests do not, unreasonably disturb the use by other members of their Lots. Members shall take reasonable precautions to avoid loud noise from any source between the hours of 10:00 p.m. and 7:00 a.m.

#### ARTICLE IV CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS; ARCHITECTURAL CONTROL COMMITTEE

##### 4.1 Approval of Construction Plans and Conditions of Construction

4.1.1 No more than one Main Residence Structure shall be erected on one Lot.

4.1.2 No buildings or improvements shall be built, constructed, placed, or materially altered on any Lot unless and until the plans and specifications therefore have been reviewed and approved in advance by the ACC in accordance with the provisions of this Declaration. Thereafter, each building or other structure shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.

4.1.3 All buildings and improvements shall be of such design as to compliment the natural environment of the area as well as existing buildings, and shall be of a high quality of workmanship and materials. Building materials shall consist of natural wood, stone, or other materials native to the area or materials that closely simulate such, and no building shall be constructed in such a manner that sheet metal is utilized as the predominate exterior wall sheathing material. Likewise, paint and/or stain colors shall blend with and compliment the natural surroundings.

4.1.4 The ground floor of the Main Residence Structure, exclusive of open porches or garages shall not be less than one thousand (1000) square feet for a building consisting of one Building Floor nor less than eight hundred (800) square feet for a building consisting of two (2) Building Floors.

4.1.5 No building shall be constructed to include more than two (2) above-ground Building Floors. In any case, the maximum height of any building shall be no more than two floors including any loft, and shall be in compliance with Valley County, Idaho zoning ordinances.

4.1.6 No part of any Main Residence Structure or Out Building shall be located or placed on any Lot less than twenty-five (25) feet from the front property line.

4.1.7 No part of any Main Residence Structure or Out Building shall be located on any Lot less than ten (10) feet from any side or rear property line, provided that if a Main Residence Structure, with or without an Out Building, are proposed to be constructed on two or more contiguous Lots, the setback restrictions will apply to the Lots as a single parcel.



4.1.8 Set Backs on structures incidental to any building, such as but not limited to, steps, attached or detached open porches, patios, fire pits, hot tubs, decks, dog runs, gazebos, and like construction may be submitted to the ACC for consideration on a case by case basis.

4.1.9 Eaves and similar extrusions from any structure shall be considered part of the structure for the purpose of determining setbacks there from.

4.1.10 Garages shall not be larger than necessary to accommodate three automobiles.

#### 4.2 Fences

4.2.1 All fences must be approved by the ACC prior to construction.

4.2.2 No fence, hedge or boundary wall located or constructed on the sides or back of any Lot shall have a height greater than six (6) feet above the finished graded surface of the ground upon which such fence, hedge or wall is located.

4.2.3 Fences, hedges or boundary walls located or constructed at the front of a Lot or Sites shall have a height not greater than four (4) feet and be constructed of natural materials consistent with existing structures.

#### 4.4 Architectural Control Committee

4.4.1 The right to appoint and remove members of the ACC shall be vested in the Board of Directors of the Association.

4.4.2 The ACC shall have the responsibility to interpret the covenants and conditions related to construction plans and plans for improvements, pursue approvals and certificates of compliance with the covenants and inspect and recommend proceedings to the Board to enforce the covenants and conditions.

4.4.3 No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot until the design and construction plans and specifications have been submitted to and approved by the ACC.

4.4.4 Proposed plans and specifications must be submitted to the ACC in writing over the signature of the Owner or his authorized agent. The initial sketch or concept drawings indicating floor plan, elevations, site and plat plan indicating all buildings, driveways and attached fencing may be submitted to the ACC before Owners are committed to a large investment for detailed architectural drawings. If ACC responds favorably to the sketch or concept drawings, Owner shall submit detailed architectural drawings and specifications to the ACC. Specifications shall include elevation and site plans, exterior finish colors and materials, and any additional specifications as may be requested by the ACC.

4.4.5 ACC must respond within 30 days of a complete application unless the ACC notifies the Owner prior to the expiration of said 30 days that the application is incomplete, specifying what else is required, or that additional time will be required to complete its review and recommendations and estimating the additional time required..

4.4.6 Neither the ACC nor its individual members shall be liable for damages to anyone submitting plans and specifications to the ACC for approval, or to any Owner or occupant of the property affected by these covenants, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person submitting plans and specifications to the ACC for approval agrees, by submission of such plans and specifications, and every Owner or occupant of any lot agrees, by acquiring title thereto or an interest therein, that he will not bring any action of suit against the ACC or its individual members to recover such damages.

4.4.7 The Architectural Control Committee shall have authority to make and publish rules and regulations to carry out its responsibilities.

#### 4.4 Grandfather Clause

All violations of these covenants under Article IV in existence at the time of recording shall be deemed allowable by reason of a Grandfather Clause. No violations will be enforced unless in conflict with the existing building codes or restrictions of Valley County. However, if the violation existing and forgiven under the grandfather clause is altered, modified or otherwise changed, the new modification or change must be made in accordance with the current covenants and the violation forgiven under the Grandfather Clause must be corrected to conform to the current covenants. As an example: If a section of a seven foot tall fence existing under the Grandfather Clause is replaced by a new fence, the new fence must be in conformance with the current covenants and the remaining section of the old fence must also be brought into conformance with current covenants.

### ARTICLE V PROPERTY OWNERS ASSOCIATION

#### 5.0 The Association.

The Payette River Subdivision No. 1 Property Owners Association has been incorporated under the laws of the State of Idaho as a nonprofit corporation and has adopted Bylaws (the "Bylaws") for its governance. To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

#### 5.1 Power and Duties of the Association.

5.1.1 Powers. The Association shall have all the powers of a corporation organized under the general nonprofit 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 Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, 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 other assets and affairs and the performance of the other responsibilities herein assigned to it.

5.1.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association through its Board of Directors, or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform its duties as described in this Declaration, the Articles and Bylaws.

5.2 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings shall be given to Members in the time and manner provided for in the Bylaws, which shall also set forth the requirements for a quorum.

5.3 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

#### 5.4 Membership

5.4.1 Every Owner of a Lot, shall be a member of the Association. Membership is not intended to include persons or entities holding an interest merely as security for the payment of an obligation.

5.4.2 Membership shall be appurtenant to and may not be separated from Ownership in any Lot.

5.4.3 Ownership of a Lot or Lots in Payette River Subdivision No. 1 shall be the sole qualification for membership, provided that the vote of said membership may be suspended as elsewhere herein provided, and membership shall automatically transfer to any successors with Ownership interest in a Lot or Lots.

5.4.4 At any time that an Owner is delinquent in payment of assessments, the voting privileges of said Owner shall be suspended. Upon payment of the delinquent assessments, and payment of any expenses of the Association in connection therewith, said voting privileges shall be reinstated.

## ARTICLE VI BOARD OF DIRECTORS

### 6.1 Powers of the Association Board

6.1.1 The Association Board shall have the power and authority from time to time, in its own name, on its own behalf or on behalf of any Owner or Owners with their consent, to initiate and maintain actions and suits to restrain and enjoin any violation or threatened violation of this Declaration including violations of Association rules adopted pursuant to this Declaration and to enforce these rules by mandatory injunction or otherwise. The Board shall also have the authority, but not the obligation, to adopt rules and regulations to provide for a hearing before the Board, upon prior notice, before action is taken against any Owner for violation of this Declaration.

6.1.2 The Association Board, as well as any Owner, shall have the right to enforce, by any proceeding at law, any conditions, covenants, reservations, liens, and charges imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so in the future.

6.1.3 The Association Board shall have the power to enter upon any Lot or any Improvement on a Lot, and undertake maintenance and repair thereof if such maintenance and repair is necessary, in the opinion of the Association Board, to protect all or any portion of the Owner's property or adjacent property and the Owner of said Lot has failed or refused to perform such maintenance or repair within 30 days after written notice of the necessity of maintenance and/or repair has been delivered to said Owner by the Association. The Association Board may levy a limited assessment against the Owner of the Lot to pay for the cost or expense, including attorney fees arising out of or incident to such maintenance and repair.

6.1.4 The Association Board, upon certification by the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC rules or standards, shall have the power to correct any such violation on a Lot or any improvement on a Lot or Lots. The cost of such corrective action, together with interest, related expenses, and attorney's fees may be assessed and collected as set forth in this Declaration.

6.1.5 The Association Board may bring a legal action against any Owner personally obligated to pay a delinquent assessment and may record and foreclose a lien against the Owner's property.

6.1.6 The Association Board may enter upon any Lot or Lots in the event of any emergency involving real or potential danger to life or property. Such entry shall be made with as little inconvenience to the Owner as is practical and any damage caused thereby shall be repaired by the Association at its sole cost and expense.

6.1.8 The Board shall have authority to collect interest on delinquent dues and assessments at the legal rate of interest.

ARTICLE VII  
COVENANT FOR DUES AND ASSESSMENTS

7.1 Covenant for Payment. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed thereby to covenant and agree to pay to the Association:

7.1.1 Annual dues of the Association; and

7.1.2 Limited assessments for failure of Owner to properly maintain their property or correct any nonconforming use or condition, by whomsoever or whatsoever caused. Such assessments shall be established and collected as herein provided.

7.2 Lien for Unpaid Dues or Assessments. The annual dues and limited assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such dues obligation or assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the dues or assessment fell due. The personal obligation for delinquent dues or assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

7.3 Purpose of Dues and Assessments. The dues charged and limited assessments imposed by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Lot and for the visual harmony, aesthetic appeal and property value of Subdivision.

7.4 Uniform Rate of Dues. Annual dues must be fixed at a uniform rate for all Lots as originally platted and may be collected on a monthly basis (one-twelfth each month) or on a quarterly basis (one-fourth each quarter), or on an annual basis, as determined by the Board.

7.5 Effect of Nonpayment of Dues or Assessments; Remedies of the Association. Any dues or assessments not paid within thirty (30) days after the due date may bear interest at the rate allowed by law in Idaho for liquidated obligations, commencing 30 days after the due date. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. Nonetheless, the Association may file an Affidavit of Lien, evidencing such lien, not less than thirty (30) days after the due date of the assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the Property, in the same manner as provided by law as to statutory liens, or both. No Owner may waive or otherwise escape liability for the dues or assessments provided for herein by abandonment of his Lot.

7.6 Subordination of the Lien to Mortgages. The lien of the dues and assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VIII ENFORCEMENT

8.1 Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

8.1.1 The Association.

8.1.2 The Owner or Owners (including Declarant) of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien provided for herein.

8.2 Fees and Costs. Any person or association entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

8.3 Non-Liability for Enforcement or for Non-Enforcement. Neither the Association nor the Board or officers of the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.5 Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or of the By-Laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenants, condition or restriction shall remain in full force and effect. Failure by the Board to enforce any such term, covenant, condition or restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board.

8.5 No Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or any committee, or any officer of the Association, provided that such person, upon the basis of such

information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

8.6 Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceedings, whether civil, criminal, administrative or investigative instituted by or against the Association or against the board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful.

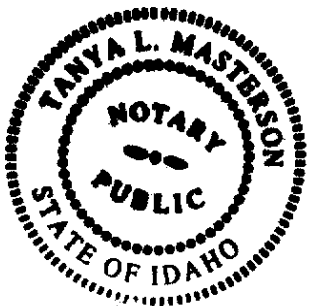
#### ARTICLE IX GENERAL PROVISIONS

9.1 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

9.2 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by Owners owning not less than seventy-five percent (75%) of all Lots and duly acknowledged as to each executing Owner, is recorded in the official records of Valley County, Idaho. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Owners owning not less than fifty-one percent (51%) of all the Lots.

THE UNDERSIGNED certify that the above amended Restrictions, Covenants and Conditions were approved by the vote or written consent of at least fifty-one percent of the owners of lots in Payette River Subdivision No. 1.

IN WITNESS WHEREOF, the undersigned being the officers and members of the Board of Directors of the Payette River Property Owners' Association, have hereunto set their hands this 19th day of January, 2007.



*Tanya Masteron*  
Resident, McCall, Id

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*Judy L. Secrist*  
Judy L. Secrist, President  
*Cathy Weichers*  
Cathy Weichers, Vice-President  
*John Lund*  
John Lund, Treasurer





BUILDING RESTRICTIONS

PAYETTE RIVER SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, WILLIAM F. MCCALL and JUDY M. HOCKWITZ, husband and wife, hereby certify and declare as follows:

1. That they are the contract purchasers of a subdivision located adjacent to the North Fork of the Payette River, South of the City of McCall, County of Blaine, State of Idaho, the plat of which is filed of record in the office of the Recorder of Valley County, Idaho, in Book 12 of Plats at Page 47, as instrument number 19827, which record is by reference incorporated herein.

2. That all lots of said subdivision are to be used only as residential lots and may be used only as such.

3. That said lots shall be subject to the following restrictions, covenants and conditions and the grantors, heirs, executors, administrators, successors and assigns shall be bound by all of the following restrictions:

(a) No lot therein shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than a single-family dwelling, not to exceed a dwelling building for one-family occupancy and not to exceed two stories. If a building is placed thereon it shall not have more than three cars. Structures and the use thereof shall be used for the storage of recreational equipment and vehicles off-season.

(b) No trailer, basement, full, three, four, or other outbuilding erected on the lot shall at any time be used as a residence permanently, nor shall any structure of a building be used as a residence. Camp trailers, boats, vehicles or guests may be parked and accepted on the premises for a period not to exceed two years and six months.

(c) No dwelling unit shall be constructed or placed less than 100 feet from the Payette River, and shall be based upon distance by a straight line. The location shall be recorded, to be the intention and purpose of the grantors to assure that all dwellings shall be of a solid construction and materials substantially the same as the other dwellings. The dwelling shall be constructed on the lot and shall be a single-story building, not to exceed one story, and shall be of more than one story.

(d) No building shall be erected or placed on the lot to be the front lot line, and shall be of a solid construction and materials substantially the same as the other dwellings.

FRANK T. ELAM, LAWYERS P.A.  
SHORE LODGE - P.O. BOX 703  
MCCALL IDAHO 83355

FRANK T. ELAM, LAWYERS P.A.  
SHORE LODGE - P.O. BOX 705  
MCALL, IDAHO 83658

1 or other permitted building located 60' or more from the front  
2 lot line, provided further that such building shall not encroach  
3 upon any easement across the rear portion of said lot. For the  
4 purpose of this covenant, eaves, steps or open porches shall not  
5 be as part of a building, provided however, that this shall not  
6 be construed to permit any portion of a building on a lot to  
7 encroach upon another lot.

8 (e) Not more than one dwelling house shall be erected upon  
9 a lot.

10 (f) No fence, hedge or boundary wall situated anywhere  
11 upon any lot or combination of lots shall have a height greater  
12 than 5' above the finished graded surface of the ground upon  
13 which such fence, hedge, or wall is situated. No fence, hedge  
14 or wall situated upon any building site between the "building  
15 line" and the line of the street fronting on said building site  
16 shall have a height greater than 3' above the finished graded  
17 surface of the ground upon which said fence, hedge or wall is  
18 situated.

19 (g) No livestock, excepting dogs and cats shall be permitted  
20 at any time upon the said lots. Said animals shall be permitted  
21 only as pets, and no boarding or commercial enterprise for such  
22 animals will be permitted. Horses shall be permitted on lots  
23 of one (1) acre or more, to be kept by the owners of such lots  
24 which shall not exceed three (3) in number including colts. In  
25 this connection, the area for said horses shall be maintained in  
26 such a manner as to not be obnoxious or a nuisance.

27 (h) All sanitary facilities for lots of said subdivision  
28 shall be in conformance with the requirements of the State of  
29 Idaho and the County of Valley.

30 (i) No residence of any kind of what is commonly known as  
31 "boxed" or "sheet metal" construction shall be built in said  
32 subdivision unless the same shall be covered over upon all its  
33 outside walls with a veneer material of wood, stone, or other  
34 material which is native or common to the area. All houses  
35 shall be of such design to complement the natural environment  
36 of the area, and no house shall be moved from a point within  
37 the subdivision to a point within the same without the special  
38 written permission from William L. Lockwitz, which may be granted  
39 at his discretion if it shall be shown that the cost, reasonable  
40 value and appearance of such house when placed will comply with  
41 all restrictions applicable to the lot whereon such house is to  
42 be placed.

43 (j) There shall not be erected on any part of the  
44 property herein conveyed any building in which shall be carried  
45 on any business offensive, noxious or detrimental to the use  
46 of the land in the vicinity of said lots for private residences,  
47 nor shall said land be used for any purposes which might or could  
48 create a nuisance. Said property shall not be used for the  
49 giving of shows or public entertainments of any kind, and no  
50 shows, concerts, theatrical or musical performances, or any  
51 entertainment whatever of a public character, whether accompanied  
52 by music or not, which attracts or is calculated to attract,  
53 divert, or collect a congregation of persons, shall be given,  
54 that a church building may be located on any lot or lots with  
55 the consent in writing of the owners of more than five per cent  
56 (5%) of the total square feet in area contained in

lots located in whole or in part within three hundred (300) feet of such lot or lots whereon it is proposed to locate such church.

(k) No trash piles, dumps, or other areas of storage of materials shall be allowed upon any of said lots and no business or activity may be conducted or carried on upon such lot which would constitute a public or private nuisance.

(l) Trees shall be removed only as necessary for the construction of home or other authorized buildings and roadways, or as may be necessary for the protections of property and the prevention of the spread of disease.

(m) It shall be the obligation of each lot owner to provide adequate off-street parking, not only for the owner, but also for anticipated guests, and in this regard, shall provide for adequate snow removal in the winter to accomplish this end.

4. The covenants and restrictions hereinabove described shall run with the respective lots to which they are applicable and shall be binding upon all parties, and upon all persons claiming under them for a period of 25 years from and after the date on which these covenants and restrictions are recorded in the office of the Recorder of Valley County, Idaho. After the expiration of said 25 year period said covenants shall be automatically extended and shall continue to run with the respective owners for successive periods of ten years unless an instrument executed by a majority of the then owners of all of said lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

5. If the parties or persons named herein or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, any other person or persons owning any part of the lots located in said subdivision shall and does have the power to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and to prevent him, her, or them, whether such person or persons are natural or artificial persons, from so doing, and to recover damages, attorney fees, and any other compensation allowed by law for such violation or attempted violation.

6. Should any covenant or restriction herein be rendered invalid by judgment of a court of competent jurisdiction such invalidation shall in no way affect any of the other provisions or conditions herein contained and described.

IN WITNESS WHEREOF the said owners of said land, say hereunto set their hands this 30<sup>th</sup> day of July, 1971.

STATE OF IDAHO,

County of Valley.

FRANK T. ELAM, LAWYER, P.A.  
SHORE LODGE, P.O. BOX 102  
MCCALL, IDAHO 83422

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*Frank T. Elmer*  
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FRANK T. ELMER, LAWYER, P.A.  
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FRANK T. ELMER, LAWYER, P.A.  
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