

Just # 161525

Revision date - July 23, 1996

**Crosstمبر Ranch Subdivision #1
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

ARTICLE ONE

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

Jon and Mimi Barnes Family Limited Partnership, dba Crosstمبر Development ("Declarant") 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 Crosstمبر Ranch Subdivision #1 in Boise County, Idaho. The real property which is, and shall be conveyed, transferred, 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 Boise, State of Idaho, and is more particularly described as follows:

All blocks, lots, streets, drives, roads, and easements plotted as Crosstمبر Ranch Subdivision #1 as recorded in the office of the County Recorder of Boise County, Idaho under Instrument Number 161524 Book _____, Page _____

A. Annexation. Declarant presently intends to develop Phases I through III of the property. The annexed property (Phases II and III), at the Declarant's sole discretion, may be used and developed for any purpose allowed under appropriate zoning regulations. Such other phases may be brought within the provisions of this Declaration by Declarant, its successors or assigns, at any time and from time to time, without the approval of any owner, the Association or its Board of Directors.

B. Additional Properties. Subject to the provisions of Paragraph A above, all provisions contained in this Declaration shall apply to the added properties in the same manner as if it were originally covered by this Declaration, subject to such modification, changes and deletions as specifically provided in any Supplemental Declaration.

**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 the 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 "Crosstimber Ranch 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 Crosstimber Ranch Subdivision #1 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 fee owner, such lots or part 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 designated to be 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 the Jon and Mimi Barnes Family Limited Partnership, dba Crosstimber Development and its successors and assigns.

2.2.7 "Improvement(s)" shall mean structures and construction of any kind, whether above or below the land surface, such as, but not limited to, building, 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.

2.2.9 "Private Roads" shall mean all ingress and egress roadways within the Subdivision beginning and ending from the points of ingress and egress from Alder Creek Road. All Subdivision Private Roads constitute Common Areas which will be held by the Declarant until deeded to the Association. Private Roads will not be provided County or State services such as snow removal and repairs and thus, after deed by Declarant to the Association, the Association will be required to provide all necessary services. Common Area Private Roads will be deeded to the Association subject to an easement for access and use of said Private Roads being granted to any Owners of all or any portion of additional land subdivided by Declarant (or its successors or assigns), where such additional lands adjoin land covered by these Covenants and Conditions (for the purpose of this paragraph, land separated only by roads shall be deemed to "adjoin").

- 2.2.10 "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.
- 2.2.11 "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.
- 2.2.12 "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.
- 2.2.13 "Out Lot" shall mean real property reserved by Declarant for open space, roadways, utilities or recreational facilities.
- 2.2.14 "Maid/Guest House" shall mean a residential structure for use as servant's quarters or guest quarters which is attached to the main residential structure.
- 2.2.15 "Single Family Residence" shall mean a single family residential building together with not more than one (1) out building.
- 2.2.16 "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 which may include an attached Maid/Guest House if it complies with applicable zoning and health department requirements. 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 of new materials and no used structure shall be relocated or placed on any Building Site. No trailer, motor 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 six (6) months from the issuance of a building permit - see Section 3.13) 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.

No Lot 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 herein be made unless it complies with the Boise 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 and approved in writing by the 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.

3.2.3 Designated Wetland Areas - Construction and/or disturbance of the designated wet land areas shall be in accordance with the terms and conditions of Nation Wide Permit No. 26 as issued by the Department of the Army, Corps of Engineers.

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 1,500 square feet.

- 3.3.2 Single Family Residence - no main residence structure shall be permitted to have more than two (2) above ground floors. In the case of a two (2) story structure, the first floor shall have no less than 1000 square feet of the required 1,500 square feet of total habitable floor area.
- 3.3.3 Maid/Guest House - the attached Maid/Guest House referenced in these covenants shall not be permitted on any Building Site covered by these covenants, unless it is accepted and complies with all applicable zoning and health department requirements.
- 3.3.4 The maximum height of any building shall be in compliance with the Boise County zoning ordinances.
- 3.3.5 Outbuildings - all outbuildings shall be of the same architectural style and standards as the main residence. All outbuildings over 600 square feet will require approval by the Architectural Control Committee with the same submittal requirements.

3.4 Building Materials.

All residence buildings including all out-buildings shall be constructed of log, cedar dimension lumber or natural board and bat pine/fir. No T-111 or wood sheet siding or masonite siding is allowed. No vinyl or metal siding will be allowed. All exterior log and wood coloring shall be natural, translucent colors. All roof materials shall be steel or tile. Blue color roofs are prohibited.

3.5 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, the general rule for the location of Improvements shall be a setback of 30' from the front lot line, 15' from the side lot lines and 25' from the rear lot line, 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 Boise County zoning regulations then in effect.

3.6 Fences

To maintain and preserve the natural beauty of the 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. If developer shall include ranch lots in future phases, fencing conditions shall become a part of the supplemental declaration appropriate to such phase.

3.7 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 advertising the property for sale or rent and except temporary signs used by Declarant, or its agent, to advertise property in Crosstimber Ranch Subdivision.

3.8 Easements.

Easements and rights-of-way as described on the recorded plat of Crosstimber Ranch Subdivision #1 have been reserved for pathways, poles, wires, pipes, and conduits for electricity, telephones, 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.

3.09 Garbage and Refuse Disposal.

3.09.1 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.

3.09.2 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).

3.09.3 Each property Owner shall provide suitable receptacles for the temporary storage and collection of refuse of their Lot and all such receptacles shall be screened from public view and protected from disturbance.

3.09.4 Each property Owner shall be responsible for removal/disposal of trash from his/her lot. Commercial trash hauling is available in the area.

3.09.4 These restrictions also apply to contractors doing construction work.

3.10 Animals.

Keeping or raising horses, cows, hogs, goats, sheep, or offensive smelling animals shall be prohibited, EXCEPT not more

than four (4) horses or two (2) llamas may be kept or maintained on those lots that may be designated in future phases as ranch lots, which specifically will allow the keeping of horses and llamas. If the developer shall include ranch lots in future phases those lots shall be designated on the supplemental declaration recorded for that phase. Household pets may be kept for personal or non-commercial recreational purposes only. No animals shall be kept in such numbers as to create unsightliness, excessive noise, offensive odors, or dangerous conditions. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner.

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. 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.

In order to insure protection of the water quality of Crosstمبر Ranch Lake 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, however, no fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot, and only such fertilizers shall be used, at such times and in such manner as prescribed by the Association. 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).

Homeowner's in Crosstمبر Ranch Subdivision #1 should be aware that this area is traditional range for elk and deer. Damage to landscaping by migrating wild game animals is a definite possibility and should be considered during planning stages. Damage to landscaping from wild game animals shall be the responsibility of each individual lot owner and shall not be the responsibility of the Association, Developer or Boise County, its employees or elected officials. Each lot owner will be required to execute a "hold harmless agreement", at close of sale of the lot, which will indemnify Boise County against any cost or liability associated with game animal depredation. Such "hold harmless agreement" shall be held by Pioneer Title Company, along with the deed to the lot, to be recorded upon execution.

3.12 Continuity of Construction.

All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within six (6) 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.

If public sewers become available, dwellings then under construction or subsequently to be built must make use thereof. Pending availability of public sewers, each dwelling must use a sanitary disposal system of a design and installation approved by Boise County, the Central District Health Department and the Idaho Department of Health and Welfare. Sanitary sewage disposal systems shall not be constructed within the boundaries of Restricted Sewage Disposal Areas without the consent of Central District Health Department.

3.15 Parking.

3.15.1 Parking shall be accommodated on Site with no parking allowed on Subdivision private or public streets. Each Site shall provide at least a two-car garage, 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 within a garage or other enclosed outbuilding. 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.

3.17 Snow Mobiles, ATV's, Motor Cycles, Etcetera.

Snowmobiles, ATVs, motorcycles, and other recreational vehicles and equipment (all generally referred to as "Recreational Equipment") shall not exceed 15 mph while operating in the Subdivision. It is the intent of the Declarant not to allow high speed use of Recreational Equipment anywhere within the Subdivision (including their operation on Lots, Private Roads and Common Areas). The 15 mph speed limit is intended to allow Recreational Equipment to be driven safely and quietly to and from the Subdivision but is not intended to allow recreational use within the Subdivision. All recreational use is intended to occur outside the Subdivision.

3.18 Commercial 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.

3.19 Antennas.

No free standing antennas, satellite dishes or other similar devices are allowed. Notwithstanding the above, a satellite dish 18 inches or smaller may be attached to the dwelling other than on the front elevation.

3.20 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 above ground and concealed from view of adjoining Owners by appropriate enclosure or other year-round screening, as approved by the Architectural Control Committee.

3.21 House Numbers.

Each dwelling shall have a street number discreetly placed at or near the street entrance to the Lot.

3.22 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 Crosstمبر Ranch Lake.

3.23 General Restrictions Applicable to Common Areas and Common Facilities.

3.23.1 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 collectively then within the Subdivision.

3.23.2 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.

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

3.23.4 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.

3.23.5 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 3.24.

- 3.23.6 Any portion of a Common Area may be developed by constructing thereon one or more additional recreational facilities by the Association.
- 3.23.7 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.
- 3.23.8 There shall be no camping in any Common Area.
- 3.24 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 site 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:

- 3.24.1 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.
- 3.24.2 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, (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.

3.24.3 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 with native plants, and, to the extent that the Association deems necessary; plant other native trees, shrubs, ground cover and other native vegetation;
- (c) Take whatever measures that may be necessary to prevent or retard the shifting or sliding of earth.

3.24.4 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.

3.25 Mining/Oil Drilling

Except for Declarant who shall have the right to remove gravel from the site, 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 upon the Subdivision. If the Declarant shall remove gravel from any portion of Crosstimber Ranch the areas shall be restored with topsoils and natural vegetation.

3.26 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.

3.27 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. The provision of this section shall not apply to the division of any lot between adjoining lots. 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. It is the intent of the Declarant to limit the rental of property to improved lots only. No rental of bare ground for any reason shall be allowed.

3.28 Activities on the lake

In order to preserve the water quality and serenity of Crosstimber Ranch Lake no swimming, boating, canoeing or rafting will be allowed. In the winter, no ice skating will be allowed. No snowmobiling is permitted on Crosstimber Ranch Lake.

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>
Jon L. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, Idaho 83701
Linda Yearsley	HC 76 Box 2153 Garden Valley, Idaho 83622

Gary Lee

1750 North Summertree Way
Meridian, Idaho 83642

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 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; 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 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 inspect 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 (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 \$250.00. 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. Plans should be mailed or delivered to the Crosstimber Development business office at
1401 Shoreline Drive
L. B. Industries Building
P.O. Box 2797
Boise, Idaho 83701

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 thirty (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, 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 thirty (30) day period 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 thirty (30) 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 thirty (30) 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, 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 collectively then

within the Subdivision is not more than five percent (5%). This non profit corporation shall be designated the "Crosstimer Ranch 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 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 the roadways, 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. 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. The Declarant's obligation shall be limited to the difference between the amount of regular and special assessments levied against all lots not owned by Declarant and the amount of the Association's actual expenses rather than those sums otherwise due by other owners.

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 members 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 Property Owner's Association shall be the maintenance of roads, traffic control, 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 the 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 insured 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.

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, which may include but are not limited to, 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 power 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 "Association Rules" governing, among other things:
 - (aa) The use of the Common Areas and Common Facilities including the Private Roads;
 - (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 notice thereof by the Association in the office of the Boise 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, 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 a lien for, any unpaid assessments or common expenses. The provisions contained in this paragraph shall not apply upon the initial transfer of the Lot by Declarant.

ARTICLE SIX

6.0 Covenant For Maintenance Assessments

6.1 Creation of the Lien and Personal Obligation of Assessments.

For each lot owned within the Property, each owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Foundation/Association:

- A. A set up fee to be collected at close of sale of the lot in an amount equal to one year's regular assessment. This is a set amount for each lot and shall not be pro-rated.
- B. Annual regular assessments or charges, and

- C. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The set up fee, annual, special and limited assessments, together with interest as allowed by the By-laws or Idaho law whichever is greater, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees incurred in a collection effort whether or not suit has been filed, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

- A. Purpose of Assessments and Set Up Fee. The set up fees and regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the common area, and to pay any financial obligations incurred by the Association in performance of its' duties.

- B. Special Assessments for Capital Improvements. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of the qualified voters, either in person or by proxy at a meeting duly called for this purpose.

- C. Limited Assessments. The limited assessments may be levied against any owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such owner, including, without limitation, costs and expenses incurred for the repair and replacement of the common area or other property owned or maintained by the Association, damaged by negligent or willful acts of an owner or occupant of a lot who is occupying the lot with the consent of such owner, or for maintenance of landscaping performed by the Association which has not been performed by owner as provided herein.

6.2 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual regular assessment shall be Three Hundred and no/100s dollars (\$300.00) per lot to be billed semi-annually. Assessments shall be pro-rated at the close of sale of the lot. This pro-ration shall be in addition to the set up fee called for in Section 6.1, which set up fee is not pro-rated. (Set up fee is equal to one year's assessment).

7.0 Miscellaneous

7.1 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 Boise 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 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.

7.2 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.

7.3 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 square footage of the Subdivision (other than Common Areas, Common Facilities, streets and other areas dedicated to the appropriate municipalities), 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 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 Boise County, Idaho.

7.4 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 Conditions and Covenants 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 paragraph, 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.

7.5 Boise County Regulations.

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.

7.6 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, 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.

7.7 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.

7.8 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 accrued

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.

7.9 Personal Liability.

No member of the board of any committee of the Association or any officer of the Association, or the manager, if any, or member of the Architectural Control Committee or 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.

7.10 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.

7.11 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 Lot 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.

7.12 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.

7.13 Mortgage.

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

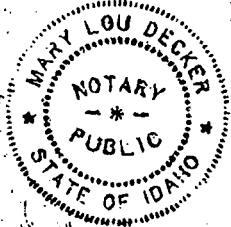
IN WITNESS WHEREOF, Declarant has executed this instrument
this 5 day of August 1996.

By: *Jon L. Barnes*
President
Jon and Mimi Barnes Limited Family Partnership
dba Crosstimber Development

State of Idaho)
County of Ada) ss.

On this 5th day of August, 1996, before me, a Notary Public, in and for said State, personally appeared Jon L. Barnes known to me to be the President of the Jon and Mimi Barnes Family Limited Partnership, dba Crosstimber Development and acknowledged to me that he executed the same.

(Notary Seal)



Mary Lou Decker
Notary Public
Residing at: Ada County
My commission expires: 3-4-2002

161525

161525
REQUEST JUB Engineers

96-AUG-8 AM 9:43

BOISE COUNTY RECORDER

BY: *Shirley Storge*

TYPE: CHRG FEE \$87.00/cash

Y160281 DP

AMENDMENT
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
CROSSLIMBER RANCH SUBDIVISION #1
Instrument # 161525

INSTR. 166028
REQUEST mta view

166028

97 SEP 16 PM 2:33

Revision of 3.6 to read:

Laurel A. Apper
misc fee \$3.00/ck

To maintain and preserve the natural beauty of the land, fences shall be constructed of 6" round pole fencing. Fences, walls, or barriers that are attached to the main structure for privacy or enclosure for pets as may be approved by the Architectural Control Committee (in no case will chain link fencing, enclosures or barriers, be approved). Lot Line fencing will be permitted.

Revision of 3.10 to read:

Keeping or raising cows, hogs, goats, sheep or offensive smelling animals shall be prohibited, EXCEPT not more than 4 horse or two llamas No animals shall be kept in such numbers as to create unsightliness, excessive noise, offensive odors, or dangerous conditions. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner. (remaining 2 paragraphs remain unchanged)

IN WITNESS WHEREOF, Declarant has executed this instrument this 15th day of

SEPTEMBER, 1997.
By: *Jon Barnes*
President
Jon and Mimi Barnes Limited Family Partnership
dba Crosslimber Development

State of Idaho)
County of Boise) ss.

On this 15th day of September, 1997, before me, a notary public in and for said State, personally appeared Jon L. Barnes known to me to be the President of the Jon & Mimi Barnes Family Limited Partnership, dba Crosslimber Ranch Development and acknowledged to me that he executed



Leslie Carfitts
Notary Boise, ID
Residing at: _____
COMMISSION EXPIRES: 03/08/2000

Sheet 11
169915
3P 70

AMENDMENTS
OF
DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
FOR
CROSTIMBER RANCH SUBDIVISION
PHASES I & II

These Amendments are made the day last set forth in this document by a 2/3 majority of the lawful votes required to amend said document of Crosstimber Ranch Subdivision Phases I and II. This amendment shall modify and change that certain Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Subdivision recorded as instrument No. 161525, that certain Amendment of Declaration of Covenants, Conditions and Restriction recorded as Instrument No. 166028, and that certain Supplemental Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Phase 2 recorded as instrument No. 169147, Records of Boise County, Idaho.

These modifications (amendments) shall have the same effect as if it were a part of the original Declaration. The amendment are as follows:

Revision of 3.6 "Fences" to read:

Lot-line fencing will be permitted. To maintain and preserve the natural beauty of the land, lot-line fences shall be constructed of 6" or larger round pole fencing or split rail fencing. Fences, walls, or barriers that are attached to the main structure for privacy or enclosure for pets must be approved by the Architecture Control Committee prior to construction. All dog runs made of chain-link fencing must be screened from view by hedges, shrubs, or cedar fencing and design of the screening must be approved by the Architecture Control Committee prior to construction.

Revision of 3.11 "Landscaping" to read:

In order to insure protection of the water quality of Crosstimber Ranch Lake and the natural environment, all natural surface areas disturbed by construction shall be returned promptly to their natural condition and replanted with native grass and trees. Construction of gardens, lawns, and exterior living areas requires approval by the Architectural Control Committee prior to construction. No fertilizers containing molecular nitrates or phosphates shall be used or placed upon or within any Lot. Well water shall be restricted to domestic use and private irrigation only which is deemed to include any non-commercial use of water by the lot/home owner.

Homeowners in Crosstimber Ranch Subdivision should be aware that this area is traditional range for elk and deer. Damage to landscaping by migrating wild game animals is a definite possibility and should be considered during planning stages. Repair of damage to landscaping from wild game animals shall be the responsibility of each individual lot owner and shall not be the responsibility of the Association, Developer or Boise County, its employees or agents. Each lot owner will be required to execute a "hold harmless agreement", at close of escrow of the lots, which will indemnify Boise county against any cost or liability associated with game animal Depredation. Such "hold harmless agreement" shall be held by Pioneer Title Company, along with the deed to the lot, to be recorded upon execution.

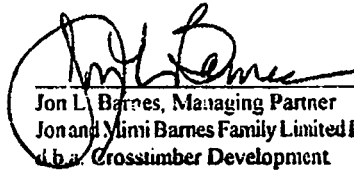
Revision of 4.6 "Architectural Control Committee" to read:

Proposed plans and specifications must be submitted to the Architectural Control Committee prior to the start of construction. 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. Plans should be mailed or delivered to Crosstimber Development business office at:

1401 Shoreline Dr.
L.B. Industries Bldg.
P O. Box 2797
Boise, ID 83701

The balance of the original Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Subdivision shall remain unchanged and shall be considered a part of this amendment document.

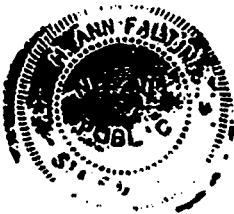
IN WITNESS WHEREOF, Declarant has executed this instrument this 12th day of the August, 1998.

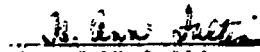

Jon L. Barnes, Managing Partner
Jon and Yumi Barnes Family Limited Partnership
d.b.a. Crosstimber Development

STATE OF IDAHO
County of Ada

On this 12th day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon L. Barnes, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he 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 written above.




Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 11-20-03

169915

INST# 169915

REQUEST mta Jen

98 AUG 20 PM 3:39

COISE COUNTY RECORDER

BY Laurie Lippin

TYPE W/FEE 900 CK

Instrument # 186788
IDAHO CITY, BOISE COUNTY, IDAHO
2002-08-08 11:20:14 No. of Pages: 1
Recorded for : CROSTIMBER DEVELOPMENT
RORA A. CANODY Fee: 3.00
Ex-Officio Recorder Deputy *Shelley Henry*
Index to: MISCELLANEOUS

AMENDMENTS
OF
DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
FOR
CROSTIMBER RANCH SUBDIVISION

This amendment shall modify and change that certain Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Subdivision recorded as instrument No. 161525 and all subsequent recorded modifications and amendments, specifically instrument No. 166028 Records of Boise County, Idaho.

This modification (amendment) shall have the same effect as if it were a part of the original Declaration. The amendment is as follows:

Revision of 3.10 "Animals" to read:

Keeping or raising horses, cows, hogs, goats, sheep, or offensive smelling shall be prohibited, EXCEPT not more than four (4) horses or two (2) llamas may be kept, EXCEPT on those lots of five (5) acres or more where not more than four (4) horses or four (4) llamas may be kept. No animals shall be kept in such numbers as to create unsightliness, excessive noise, offensive odors or dangerous conditions. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner. (remaining 2 paragraphs to remain unchanged)

The balance of the original Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Subdivision shall remain unchanged and shall be considered a part of this supplemental document.

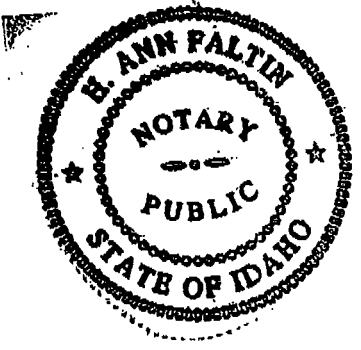
IN WITNESS WHEREOF, Declarant has executed this instrument this 5th day of August, 2002.

Jon L. Barnes
Jon L. Barnes, Managing Partner
Jon and Mim Barnes Family Limited Partnership
d.b.a. Crosstimber Development

STATE OF IDAHO
County of Ada

On this 5th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon L. Barnes, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he 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 written above.



B. Ann Faltin
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 11-20-03

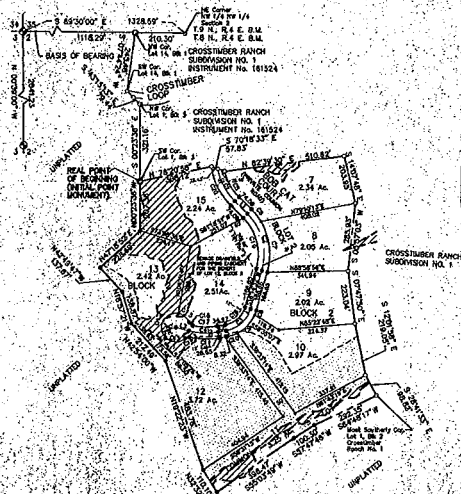
PLAT SHOWING
CROSTIMBER RANCH SUBDIVISION NO. 2
 A PORTION OF THE N 1/2, SECTION 3, TOWNSHIP 8 NORTH, RANGE 4 EAST,
 BOISE COUNTY, IDAHO
 1998

LEGEND

- Found Brass Cap
- Found 1/2" Iron Pin
- Set 4/8" x 30" Iron Pin w/ Plastic Cap, P.E.A.S. 3280
- Set 1/2" x 21" Iron Pin w/ Plastic Cap, P.E.A.S. 3280
- Set 4/8" x 30" Pipe over 5/8" Iron Pin w/ Plastic Cap, P.E.A.S. 3280
- REAL POINT OF BEGINNING (REAL POINT)
- Boundary Line
- 1/4" Line
- Centerline of Street
- Utility, Easement and Irrigation Easement Line

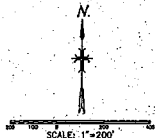
NOTES:

1. All areas shown on this plat are shown as being in compliance with the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
2. It is the intent of the donor to create a trust for the benefit of the children of the donor and the donor's estate.
3. The trust shall be created by the donor's will or by a trust agreement executed by the donor.
4. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
5. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
6. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
7. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
8. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
9. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).
10. The trust shall be subject to the provisions of the Uniform Gifts to Minors Act (UGMA) and the Uniform Gifts to Children Act (UGCA).



LINE TABLE

LINE	LENGTH	BEARING
1	1328.55'	89°30'00" E
2	210.30'	111°22'00" E
3	84.00'	10° N, 84° E
4	84.00'	10° N, 84° E



RESTRICTIONS

- DESIGNATED WETLAND AREAS
Construction and/or disturbance of the designated wetland areas shall be in accordance with the terms and conditions of Nation Wide Permit No. 28 as issued by the Department of the Army, Corps of Engineers.
- RESTRICTED SOLID WASTE DISPOSAL AREAS
Sanitary sewage disposal systems shall not be constructed within the boundaries of Restricted Waste Disposal Areas without the consent of the Central District Health Dept.

CURVE TABLE

CH	PI	PC	PT	PI	PC	PT	PI	PC	PT
1	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00



DEVELOPER:
 JON AND MAM BARNES
 Family Limited Partnership

J-U-B ENGINEERS, INC.
 Engineers Surveyors Planners
 Boise, Idaho

INSTRUMENT NO. 119916



CERTIFICATE OF OWNERS

That I, the undersigned, being the owner and holder of the right of way... I hereby certify that I am the owner of a certain lot of land as shown on the plat...

As Private Owners neither hold nor the easements indicated on said plat but are not intended to be shown, but the right to use said easements...

At Witness my hand and seal of said County of Cook, State of Illinois, this 11th day of October, 1938.

By: [Signature]

CERTIFICATE OF ACKNOWLEDGMENT

On this 11th day of October, 1938, before me a notary public in and for said State of Illinois, personally appeared all persons who are named in the foregoing plat...

Witness my hand and seal of said County of Cook, State of Illinois, this 11th day of October, 1938.



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Whereas the plat and map hereon submitted to the Central District Health Department, Cook County, Illinois, for its approval...

By: [Signature]

CERTIFICATE OF COUNTY ASSESSOR

I, the undersigned County Assessor in and for the County of Cook, State of Illinois, do hereby certify that the plat...

By: [Signature]

CERTIFICATE OF SURVEYOR

I, the undersigned, being a Professional Engineer and Land Surveyor, do hereby certify that I have caused to be made and laid out...



CERTIFICATE OF COUNTY TREASURER

I, the undersigned County Treasurer in and for the County of Cook, State of Illinois, do hereby certify that the plat...

By: [Signature]

CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned Professional Land Surveyor for Cook County, Illinois, do hereby certify that I have caused to be made and laid out...

CERTIFICATE OF THE BOARD OF COUNTY COMMISSIONERS

Resolved and approved this 22nd day of October, 1938, by the Board of County Commissioners of Cook County, Illinois.

By: [Signature]

COUNTY RECORDER'S CERTIFICATE

Recorded this 11th day of October, 1938, at the County of Cook, State of Illinois, the following plat...

By: [Signature]

Inst. # 169147

**SUPPLEMENTAL DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
CROSTIMBER RANCH SUBDIVISION PHASE 2
DATED: JUNE 8, 1998.**

KNOW ALL MEN BY THESE PRESENTS. That the undersigned does hereby certify and declare that they are the owner of the property hereinafter described:

All the land located in Block 2, Lots 7 through 15 of Crosstimber Ranch Subdivision No. 2, Boise County, Idaho according to the official plat thereof on file in the office of the County Recorder of Boise, State of Idaho.

NOW THEREFORE, the undersigned declares that this Supplemental Declaration is being filed in accordance with Article One Sections A and B of the Declaration of Protective Restrictions and Covenants for Crosstimber Ranch Subdivision #1 recorded as instrument No. 161525 on August 8, 1996, on file in the office of the Boise County Recorder, State of Idaho.

The filing of record of this Supplemental Declaration and its modifications shall constitute and effectuate the annexation of Crosstimber Ranch Subdivision No. 2 and shall make it subject to all provisions (except as modified by this document) contained in the original Declaration named above as if it were originally covered by said Declaration.

**MODIFICATION FOR PHASE 2 TO CROSTIMBER RANCH SUBDIVISION
PROTECTIVE RESTRICTIONS AND COVENANTS**

ARTICLE FOUR

Architectural Control Committee

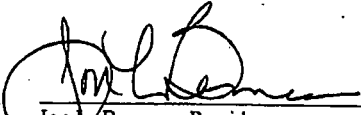
4.2 The Members of the Architectural Control Committee are:

<u>Name</u>	<u>Address</u>
Jon L. Barnes	1401 Shoreline Drive P.O. Box 2797 Boise, ID 83701
Gary Lee	1750 North Summertree Way Meridian, ID 83642
Thor Swensson	P.O. Box 803 Garden Valley, ID 83622

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, and as provided herein.

The balance of the original Declaration of Protective Restrictions and Covenants for Crossimber Ranch Subdivision shall remain unchanged and shall be considered a part of this supplemental document.

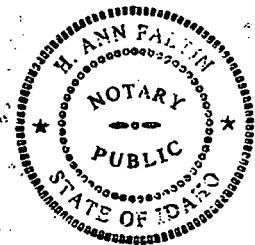
IN WITNESS WHEREOF, the undersigned owner has executed this Supplemental Declaration of the 8th of June, 1998.

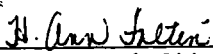

Jon L. Barnes, President

STATE OF IDAHO
County of Ada

On this 8th day of June, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon L. Barnes, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he 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 written above.




Notary Public for Idaho
Residing at Boise, Idaho
My commission expires 11-20-03

169147

INST# 169147
REQUEST P&Z
98 JUN 25 AM 11:13
BOISE COUNTY RECORDER
BY Chulhota
TYPE Nic FEE 6.00/ch

