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ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 264.00 88
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 DEPUTY Vicki Allen
 RECORDED - REQUEST OF 
 Alliance Title 104146048

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BOGUS BASIN HOMESITES

THIS DECLARATION is made on the date hereinafter set forth by BOGUS BASIN LOT DEVELOPMENT, LLC, an Idaho limited liability company, hereafter referred to as "Declarant" and HDA, LLC, and Idaho limited liability company, hereafter referred to as "HDA".

WITNESSETH

WHEREAS, Declarant and HDA are the owners of or intend to acquire certain parcels of real property in Ada County, State of Idaho, hereinafter referred to as the "Properties", more particularly described on Exhibits A-1 through A-14 attached hereto and by this reference incorporated herein; and

WHEREAS, Declarant and HDA desire to subject the above-described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant and HDA hereby declare that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of providing and maintaining a rural setting and enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on 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.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "AGRICULTURAL LOT" shall mean and refer to any separately described plot of land included in the description attached hereto as Exhibit A which has been designated as "not buildable" by Ada County and on which no Improvements may be constructed, except as may be permitted by the provisions of the Ada County Zoning Ordinance. Each Agricultural Lot shall be conveyed together with a related Building Lot. The Agricultural Lots are described and/or depicted on Exhibits B-1 through B-4 attached hereto. All Agricultural Lots are also Lots as defined below.

Section 2. "BUILDING ENVELOPE" shall mean that certain portion of a Building Lot which has been designated as the location in such Building Lot where Dwelling Units and other Improvements may be constructed. The Building Envelope for each Building Lot is depicted on Exhibits C-1 through C-14 attached hereto and by this reference incorporated herein. However, any such Building Envelope may be relocated and/or expanded at the request of the Owner of that Lot with the prior written approval of the Architectural Committee.

Section 3. "BUILDING LOT" shall mean and refer to any separately described plot of land included in the description attached hereto as Exhibit A-1 through A-14 for which a building permit may be obtained for the construction of a Dwelling Unit and other related Improvements thereon. All Building Lots are also Lots as defined below.

Section 4. "DECLARANT" shall mean and refer to BOGUS BASIN LOT DEVELOPMENT, LLC, an Idaho limited liability company, and subject to the provisions of Article X, Section 4, its successors, heirs and assigns.

Section 5. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 6. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage adjoining or adjacent thereto, and all projections therefrom.

Section 7. "IMPROVEMENT" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Properties, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

Section 8. "LOT" or "LOTS" shall mean and refer to any separately described plot of land included in the legal descriptions attached hereto as Exhibit A-1 through A-14, including Building Lots and Agricultural Lots.

Section 9. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "PROPERTIES" shall mean and refer to those certain real properties described in Exhibit A-1 through A-14 attached hereto.

ARTICLE II: RIGHTS RESERVED BY DECLARANT

No provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the Properties and to construct improvements thereon, or Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the properties, nor Declarant's right to post signs incidental to construction, sales or leasing. Notwithstanding anything to the contrary contained in this Declaration, Declarant expressly reserves unto:

A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;

B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all Lots for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and

C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to reasonably use the Properties where applicable, to facilitate and complete the development of the Properties, and any annexed property.

D. Itself, the right to amend this Declaration and to set forth additional covenants, conditions, restrictions and easements to be applicable to any Lot not yet sold.

ARTICLE III. EASEMENTS

Section 1. Drainage and Utility Easements. This Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities as may be required for the development of the Properties. In addition, Declarant hereby reserves the right to grant additional easements and rights-of-way over the Properties, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Properties until close of escrow for the sale of the last Lot in the Properties to a purchaser.

Section 2. Improvement of Drainage and Utility Easement Areas. The Owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

ARTICLE IV: MAINTENANCE RESPONSIBILITY

Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit, outbuildings, and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit. Each Owner shall further be responsible to cut or otherwise control the weeds and other noxious plants on his Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of the damage or destruction, subject to reasonable delays caused by inclement weather. If the Owner fails to perform his maintenance responsibilities as set forth herein, any Owner shall have the right to take enforcement action pursuant to the provisions of Article X, Section 1, below.

ARTICLE V: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said Properties, or of any interest therein:

- A. Lot Use: All Lots (except Agricultural Lots) shall be used for single-family residential purposes and such uses as are customarily incidental thereto. Except as provided in Paragraph B, below, no Lot shall be used at any time for commercial agricultural purposes. No Lot shall be used at any time for commercial or business purposes except for such business purposes as shall be conducted and maintained solely within a residential Dwelling Unit; provided that no signs relating to said business activities shall be displayed within the Properties or along any road within or adjacent thereto; and further provided that such business purposes shall not generate more than an average of three customer visits in non-commercial vehicles per day calculated over a five day work week; and further provided that such business does not employ more than one person not living within the Dwelling Unit constructed on the said Lot. All Agricultural Lots shall be used only in accordance with the applicable requirements of the Ada County Zoning Ordinance and no Improvements may be constructed thereon except as may be permitted by the provisions of the Ada County Zoning Ordinance. Notwithstanding the foregoing, the Declarant, or persons authorized by the Declarant, may use a Lot or Lots for development and sales activities relating to the subdivision, including but not limited to use of Lots for model homes or a real estate marketing and sales office. No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- B. Animals: An Owner shall be permitted to keep and maintain a total of three (3) dogs and/or cats in any combination on their Building Lot. In addition, an Owner may keep and maintain on their Lot a total maximum of two (2) horses, llamas, cows, sheep or other similar animals for each Building Lot up to five (5) acres in size, plus one such animal for each additional ten (10) acres of land contained within said Owner's Lot or Lots, provided that such animals are not kept, maintained or

bred for any commercial purpose and are properly enclosed with appropriate fencing as approved by the Architectural Committee and are kept and maintained in such a manner as not to constitute a nuisance or otherwise be offensive to other Owners. No other animals may be kept or maintained within the Properties, except small domestic pets which are kept within an Owner's Dwelling Unit. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such Owner's animals. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition.

- C. Garbage and Refuse Disposal: No part of the Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All Owners shall provide for the regular pickup of refuse utilizing the service required or provided for residents of the county or such other governmental entity as may have jurisdiction thereof. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Committee, shall be kept in a clean and sanitary condition, and must be used and maintained in accordance with all applicable laws, ordinances and regulations.
- D. Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of the Properties, nor shall anything be done thereon which may be or become an annoyance, nuisance or hazard to other Owners. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.
- E. 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 any Lot except as may be reviewed and approved by the Architectural Committee, as to size, location, materials and screening. The intent of such review and approval being to prevent any visual impairment to other Lots.
- F. Parking or Storage of Vehicles and Equipment: Excepting only the temporary parking of any Owner's or his or her guests' vehicles, parking or storage of boats, trailers, automobiles, motorcycles, trucks, truck campers, motorhomes, recreational vehicles, and like equipment, shall not be allowed on any Lot, except in fully enclosed buildings or screened from view in a manner approved in writing by the Architectural Committee such that such vehicles or equipment shall not visually

impair views from other Lots; provided, however, that boats, trailers, campers, motorhomes or similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. All other parking or storage of any other equipment and vehicles shall be prohibited, except as approved in writing by the Architectural Committee. Any vehicle awaiting repair or being repaired shall be maintained in a fully enclosed building or removed from the Properties within 48 hours.

- G. Commercial Machinery and Equipment: No commercial machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot 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 and only while such development, maintenance or construction is in progress.
- H. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration and that any failure by said tenant to comply with the terms of such document shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Lot (including a month-to-month rental agreement); and all such leases shall be in writing. Any lease of a Lot shall include the entire area thereof, including any Dwelling Unit constructed thereon. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- I. Fences: No fence of any kind shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Architectural Committee prior to construction or installation. No fence or hedge located on a Lot shall have a height greater than five feet above the surface of the ground upon which it is located, unless otherwise approved by the Architectural Committee. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all Lots. All fences shall be constructed in a substantial manner and shall be maintained at all times in good repair. It is the intent of the Declarant that the Architectural Committee shall have the authority to regulate all fences within the Properties to the end that the location, type and size of each fence and the materials used therein shall, to the extent reasonably possible, present a coordinated appearance and be appropriate in a rural atmosphere. In furtherance thereof, split rail or pole fencing (no white plastic or painted wood permitted) shall be used at the primary entry to each Building Lot and for a minimum of 300 feet in all directions therefrom. Wood post and barb wire fences may be used as a secondary fence type where it is necessary to contain animals. The transition of fencing from split rail or pole to wire shall be designed to minimize visual impact or located out of the line of sight. Nothing herein contained shall be construed to require the construction of any fences except as may be required in order to enclose and contain any animals kept on a Lot, nor shall any Lot

owner have the right of contribution from any other Lot owner for the construction of a fence along a common boundary line. All fencing shall follow the natural topography and contours of the Lot. A kick space of 18 inches is required on each side of all perimeter fencing to permit wildlife migration through the Properties.

- J. Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot. Nothing herein contained shall be construed to prohibit the drilling and use of a water well on a Lot.
- K. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat sign of not more than six (6) square feet on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefor, including the location, design, material and color thereof have been approved in writing by the Architectural Committee prior to installation.
- L. Subdividing: No Lot may be further subdivided, nor may any leasehold estate or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. The provision of this section shall not apply to the division of any Lot between adjoining Lots.
- M. Discharge of Firearms: Although an Owner shall not be prohibited from hunting on his or her own Lot, both target shooting and the discharge of firearms from one Lot onto or across another is prohibited.
- N. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the garage which is a part of his Dwelling Unit.
- O. Combustible Materials: No materials of any description may be stored on a Lot in a manner that is deemed a hazard by the local fire authority.
- P. Agricultural Operations on Adjacent Lands: Each Owner of a Lot, by the acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to acknowledge that the lands adjacent to the Properties are and may continue to be used for agricultural purposes, including but not limited to livestock grazing. Provided such agricultural uses are operated in conformity with applicable law, no Owner shall have the right to object thereto.

ARTICLE VI. SITE DESIGN RESTRICTIONS

Section 1. Location of Dwelling Unit and Other Improvements. No Dwelling Unit or other Improvements (except fences) shall be placed, installed or constructed on a Lot except within the Building Envelope designated for each Building Lot. Each Owner shall be permitted to select a specific location for the placement, installation or construction of such Improvements, and the orientation thereof, within the applicable Building Envelope.

Section 2. Grading and Excavation. No grading or excavation shall be permitted on any Lot except as is required for the construction of a Dwelling Unit or other Improvements as have been approved by the Architectural Committee, and all such grading and excavation shall be limited to the minimum which is reasonably required in order to complete such construction. Grading shall be minimized on slopes greater than 4:1. Slopes of 3:1 or greater shall be stabilized through terracing, planting or similar such means. Custom retaining walls and landscaping must be used to screen cut and fill areas. Rounded transitions and variable slope gradients shall be provided. Prior to the issuance of a building permit by the governmental entity having jurisdiction thereof for the construction of any Improvement on a Building Lot, the Owner thereof shall apply for and obtain such approvals of the Architectural Committee as may be required therefor. In connection therewith, the Owner of each Building Lot shall cause to be submitted such reports as may be required by the Architectural Committee for the issuance of the said approvals, including but not necessarily limited to (i) a geotechnical report analyzing the soils and subsurface conditions of the Building Lot and containing such engineering and design information as may be required to insure that all Improvements to be constructed on the Building Lot, including but not limited to foundations, driveways, retaining walls and other appropriate structures have been designed to fit the site specific conditions of each individual Building Lot and to insure that the engineering design complies with the goal of minimizing grading and filling on each Building Lot, and (ii) a hydrological report analyzing the hydrological and drainage conditions on the Building Lot and containing such engineering and design data as may be necessary to insure that there shall be no interference with the established drainage patterns on the Properties. The Architectural Committee is hereby empowered, but not required, to adopt such regulations and guidelines as it shall deem appropriate, consistent with the provisions of this Declaration, with regard to the matters set forth in this paragraph. In no event, however, shall the Declarant or the Architectural Committee be liable for the accuracy, sufficiency, validity or quality of the analysis and specifications contained within the said plans and reports, and shall be indemnified and held harmless from any claim arising therefrom. The Declarant does not provide a warranty or guaranty that any Building Lot is or will be suitable for the Owner's intended or proposed design and development, the determination of which shall be the sole responsibility of the Owner and its consultants.

Section 3. Drainage. No grading, excavation or construction shall be permitted on any Lot which shall alter the natural drainage patterns thereon in any manner which will result in erosion, increased runoff or the diversion of additional water onto any adjoining property. Each Owner shall be responsible to construct and install such storm water collection, detention and drainage improvements as may be required to effect the terms of this provision or as may be required by the governmental authorities having jurisdiction thereof.

Section 4. Revegetation of Disturbed Areas. Each Owner shall revegetate or restore, with proper erosion and dust control methods, all areas disturbed during construction on such Owner's Lot.

ARTICLE VII. BUILDING RESTRICTIONS

Section 1. Minimum Area. Subject to the right of the Architectural Committee to approve the construction of any Improvement upon a Lot, no Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot containing less than 2,750 square feet of living area; provided, however, that if the Dwelling Unit contains more than one story, the minimum square footage of the first floor shall be no less than 1,600 square feet. The square footage of living area shall be based on the exterior dimensions of the interior living space of a Dwelling Unit at or above the grade of the Lot, exclusive of basement, porches, patios and garages. No Dwelling Unit shall be greater than 30 feet in height as measured from the natural contour of the Building Lot, averaged over the total slope.

Section 2. Outbuildings. Detached garages, barns and other buildings (collectively referred to herein as "Outbuildings") may be constructed simultaneously with or after the primary Dwelling Unit has been constructed on a Building Lot, but not prior thereto. All Outbuildings shall be aesthetically compatible with the primary Dwelling Unit as to exterior design, color and materials. No Outbuilding shall exceed the height of 20 feet above grade nor exceed 1,000 square feet in size. No more than two Outbuildings, including a detached garage, shall be allowed on any Building Lot.

Section 3. Setbacks. Subject to the right of the Architectural Committee to approve the site plan for any building to be constructed upon a Lot, any building shall be constructed in accordance with the applicable setbacks of the governmental entities having jurisdiction over the Properties.

Section 4. Construction Requirements. Excepting any fascias or soffits which may be constructed of man-made materials such as masonite, the exterior of each Dwelling Unit shall be of natural wood, log construction, stone, or stucco as may be approved by the Architectural Committee. All roofs shall be tile and constructed and maintained to a minimum of Class C fire protection rating. The exterior surfaces of each Dwelling Unit shall have such colors as may be approved by the Architectural Committee, it being the intent that such colors conform to the natural environment of the area to the greatest extent possible. A minimum building design and construction cost of \$80.00 per square foot is required. No manufactured home shall be placed or maintained on any Lot.

Section 5. Domestic Water. Other than pursuant to the terms of any applicable separate agreement, Declarant is under no obligation to deliver domestic water or furnish rights of way in connection with the delivery of domestic water to any Lot in the subdivision. Each Owner is required to provide such domestic water by the drilling and installation of a domestic water well on the Lot owned, or have a well sharing agreement for a well(s) providing water to more than one Lot. Each such domestic water well and the location thereof shall comply in all respects with the regulations and health standards of any governmental entity having jurisdiction thereof.

Section 6. Sewer Restrictions. Until public sewer facilities are available to the Properties, if ever, all sewage disposal for each Lot shall be in a private septic tank system which shall be designed, constructed and installed in accordance with the requirements of the governmental entities having jurisdiction thereof. The Declarant shall have no obligation for the construction or approval of any sewage disposal system or the connection thereof. Drainage from a septic tank located on a Lot shall be kept within the boundaries of the Lot on which it is located unless the Owner of the adjoining Lot has consented thereto. All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building.

Section 7. Utilities. The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required. Utility meters, heat pumps, and the ancillary exterior equipment shall be placed in an unobtrusive location where possible. Each Owner shall be responsible to pay for any extension of electrical service or facilities for the placement of a meter or a transformer beyond that provided for such Lot.

Section 8. Landscaping. Within six (6) months of occupancy of the Dwelling Unit located thereon, the area immediately surrounding the Dwelling Unit, but not beyond the limits of the Building Envelope, shall be fully landscaped in accordance with a landscaping plan which has been approved, in advance, by the Architectural Committee. An adequately designed underground sprinkler system shall be installed as a part of the landscaping improvements. Drought tolerant, native plant materials for landscaping are encouraged. Undeveloped portions of each Lot (outside the Building Envelope) shall not be ornamentally landscaped with non-native species. These areas can and should be enhanced with native, drought resistant shrubs, grasses and wildflowers to minimize weed growth and erosion. In order to ensure and protect the natural environment in the Properties, all natural surfaces disturbed by construction shall be returned promptly to their natural condition and planted in native grasses and trees.

Section 9. Driveway and Driveway Culvert. Each Owner shall install a hard surface (e.g. asphalt, concrete, or compacted 3/4 inch minus gravel six inches thick and finished with a dust abatement surface) driveway from the edge of the public street to the Dwelling Unit or garage on the Lot in a location approved by the Architectural Committee. No driveway or parking area shall be permitted which creates a dust nuisance.

Section 10. Obligation to Complete Construction. Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire exterior of the dwelling within twenty-four (24) months, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the date of commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly.

Section 11. Maintenance During Construction. The following requirements shall apply during the construction of improvements on a Lot:

- A. All debris shall be removed from the Lot prior to each weekend;
- B. No materials shall be placed or kept on any adjoining Lots;
- C. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private roads;
- D. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;
- E. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
- F. Each Owner shall be responsible to repair any damage which may occur during the construction period to any road, mailbox, utility facility or other on-site or off-site Improvement caused by the Owner or Owner's agents.
- G. Detention basins, silt drains, fences and temporary re-vegetation shall be used for sediment and drainage control during construction.

Section 12. Fire Protection. All Owners shall comply with any applicable fire protection requirements as may be imposed by the local fire protection authority or any other governmental entity having jurisdiction thereof.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Committee. In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owner thereof, an Architectural Committee is hereby established consisting of one (1) or more Members. For so long as Declarant owns at least three (3) Lots, Declarant shall have the exclusive right to appoint and remove all members of the Architectural Committee. Thereafter, the Owners shall appoint and remove all Members of the Architectural Committee based on a majority vote, with each Owner having one (1) vote for each Building Lot owned.

Section 2. Approvals Required. No Improvements of any type, including but not limited to buildings, fences, walls or landscaping improvements, shall be commenced, built, constructed, placed or maintained upon any Lot, nor shall any exterior addition, change or alteration of existing Improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Committee may require, shall have been submitted to and approved in writing by the Architectural Committee. The Architectural Committee shall have the right to refuse to approve any design, plan or color for such Improvements which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege, in the exercise of its discretion, to take into consideration the suitability of the proposed Improvements, materials of which such Improvements are to be built, and the exterior color scheme in relation to

the site upon which such Improvements are proposed to be erected. The Architectural Committee may also consider whether the design of the proposed Improvements is in harmony with the surroundings, the effect of the Improvements when viewed from adjacent or neighboring Lots, and any and all other facts which, in the Committee's opinion, shall affect the desirability of such Improvements. In determining what is aesthetically pleasing and appropriate, however, the Committee shall not require substantial consistency among the Improvements constructed on the various Lots, the Owner of each Building Lot being permitted to independently determine the general style of the Dwelling Unit to be constructed thereon. Visual and environmental impact, ecological compatibility, natural platforms and finish grade elevations, harmony of design with surrounding structures and the environment and location and relation to surrounding structures and plant life may, however, be taken into consideration by the Architectural Committee.

Section 3. Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time may be necessary to fulfill its duties hereunder, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

Section 3.1 Conditions on Approval: The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

Section 3.2 Architectural Committee Rules and Fees: The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a reasonable fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Lots located adjacent to public and/or private open space.

Section 3.3 Detailed Plans: The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications, the Architectural Committee may postpone review of any plan submitted for approval.

Section 3.4 Architectural Committee Decisions: Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article VIII shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the applicant within twenty (20) days after the date of filing said materials with the Architectural Committee. The Architectural Committee may also restrict the length of time within which the construction of the approved structure must be completed.

Section 4. Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee.

Section 5. No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 6. Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Owners.

Section 7. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

Section 7.1 Notice of Completion: Upon the completion of any work for which approved plans are required under this Article VIII, the Owner shall give written notice of completion to the Architectural Committee.

Section 7.2 Architectural Committee Inspection; Non-Compliance: Within thirty (30) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds

that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying the particular non-compliance, and shall require the Owner to remedy the same.

Section 7.3 Failure to Remedy any Non-Compliance: If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such non-compliance, the Architectural Committee or any Owner may take enforcement action pursuant to Article X, Section 1, below.

Section 7.4 Failure to Provide Notice of Non-Compliance Constitutes Approval: If for any reason the Architectural Committee fails to notify the Owner of any non-compliance within thirty (30) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

Section 8. Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Properties generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 9. Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE IX: MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration, unless all institutional holders of first mortgages have given their prior written approval, the Owners shall not, by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Properties, or amend materially this Declaration.

ARTICLE X: GENERAL PROVISIONS

Section 1. Enforcement. Any Owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted and rights herein reserved to Declarant, may be amended at any time by an instrument signed by the Owners of two-thirds of the Building Lots. Any amendment must be recorded.

Section 4. Assignment by Declarant. Any or all rights, powers and reservations of Declarant herein contained may be assigned to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said Properties.

[Signatures on following page]

IN WITNESS WHEREOF, the Declarant and HDA have executed this instrument this 16th day of November, 2004.

DECLARANT

BOGUS BASIN LOT DEVELOPMENT, LLC, an Idaho limited liability company

By: Grossman Company Properties, Inc., an Arizona corporation, its Manager

By: [Signature]
Its: PRESIDENT & CEO

HDA

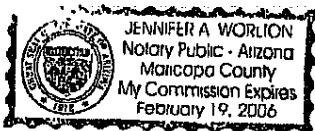
HDA, LLC, an Idaho limited liability company

By: [Signature]
Randy J. Berry, Manager

STATE OF Arizona)
: ss
County of Maricopa)

On this 16th day of November 2004, before me, a notary public, personally appeared W. MATTHEW CEDOR known or identified to me to be the PRESIDENT & CEO, of Grossman Company Properties, Inc., Manager of Bogus Basin Lot Development, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.

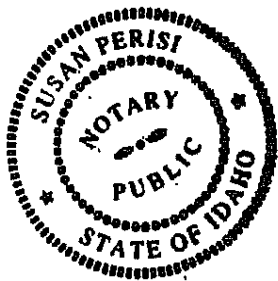


[Signature]
Notary Public for Idaho-ARIZONA
Residing at MARICOPA, AZ
My Commission Expires 2-19-06

STATE OF IDAHO)
 : ss
County of Ada)

On this 17th day of November 2004, before me, a notary public, personally appeared Randy J. Berry, known or identified to me to be the Manager, of HDA, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company 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.



Susan Perisi
Notary Public for Idaho
Residing at Boise
My Commission Expires 10/22/05