

SECOND AMENDED DECLARATION OF
COVENANTS, EASEMENTS, CONDITIONS
AND RESTRICTIONS FOR
ELK MOUNTAIN RANCH AT
FOURTH OF JULY

THIS SECOND AMENDED DECLARATION is made effective on the 28th day of August, 2014, by Fourth of July Creek, L.L.C., an Idaho Limited Liability Company, hereinafter referred to as "Declarant."

WHEREAS, Declarant recorded on April 13, 2007 that certain document entitled DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR ELK MOUNTAIN RANCH AT FOURTH OF JULY CREEK as Instrument No. 271255, records of Lemhi County, Idaho, and Declarant further recorded on September 25, 2009 that certain document entitled AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR ELK MOUNTAIN RANCH AT FOURTH OF JULY CREEK, and Declarant now desires that this SECOND AMENDED DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR ELK MOUNTAIN RANCH AT FOURTH OF JULY CREEK replace and be substituted for said previous documents, and

WHEREAS, this Second Amended Declaration effects certain real property in the County of Lemhi, State of Idaho, entitled ELK MOUNTAIN RANCH AT FOURTH OF JULY CREEK, hereinafter referred to as the "Property", more particularly described as follows:

All that certain real property described in Exhibit A hereto, which exhibit is incorporated herein by this reference. Said real property consists of 15 separate Lots, described as Lots A-O, as depicted on the Plat identified in paragraph 1.5 herein.

NOW, THEREFORE, Declarant hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion of the Property and interest therein, and shall inure to the benefit of and be binding upon Declarant, its successors in interest and each Owner and his respective successors in interest, and may be enforced by Declarant and/or by any Owner or his successors in interest.

ARTICLE I

DEFINITIONS

1.1 "Building Lot" or "Lot" shall mean and refer to any parcel of real property shown on the Plat, which is identified as an individual lot within the Property.

1.2 "Grantor" shall mean and refer to the Declarant.

1.3 "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 a Lot, including, but not limited to buildings, shops and dwellings.

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

1.5 "Plat" shall mean that certain Record of Survey recorded on August 28, 2014 as Instrument No. 297310 records of Lemhi County, Idaho. The Plat and the specifications therein are incorporated and made a part of this Declaration by this reference.

1.6 "Property" shall mean and refer to the real property described on Exhibit A.

1.7 "Designated Building Site" shall mean the area located on each Lot, and identified on the Plat, in which construction of Improvements is restricted.

1.8 "Dwelling" shall mean the one single family dwelling which may be situated upon a Lot.

ARTICLE II

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 Land Use. No Lot shall be used at any time for the purpose of conducting any industry, trade, profession, manufacturing or business of any description, provided, however, this provision will not preclude an Owner from maintaining and operating an in-home occupation from the Owner's Dwelling, such as a computer business, sales or professional business, subject to these conditions:

2.1.1 The business must be carried on entirely within the Improvements upon the Lot and be secondary and incidental to the use of the Improvements for residential purposes.

2.1.2 There must be no external evidence of the conduct of the

business, and the business must not require any visitor or client parking.

2.1.3 The business must not employ any nonresident of the Owner's Dwelling on the Lot and must not attract any nonresident customers.

This restriction will not apply to agricultural operations on the Lot.

2.2 Location of Improvements. Improvements shall only be erected, altered, placed or permitted within Designated Building Sites on each Lot as depicted on the Plat, unless an exception is approved by Declarant.

2.2.1 Size Limitations. Split level and three (3) story Dwellings shall have not less than 2,800 square feet of interior floor area, exclusive of porches and garages of which at least 2000 square feet shall be ground level floor area. Single-level Dwellings shall have not less than 1,500 square feet of interior floor area on the ground floor of the main structure, exclusive of porches and garages. No Dwelling higher than split-level or three (3) stories shall be permitted.

2.2.2 Garages. Each Dwelling constructed on the Property shall include at least a two (2) car, enclosed garage. No garage door shall exceed ten (10) feet in height measured from the ground level.

2.2.3 Roofing. The roof of each Dwelling shall, at a minimum, be 25-year (or better) architectural grade shingle, metal, tile or shake. Roof color shall be subject to approval by the Declarant.

2.2.4 Mailboxes. All mailboxes shall be subject to U.S. Postal Services Rules and Regulations.

2.3 Architectural Control. No Improvements which will be visible above the ground or which will ultimately effect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on the Lot, including without limitation, change of exterior colors or materials, unless and until the building or other plans, specifications, and a plot plan thereof have been reviewed in advance by the Declarant and the same have been approved by the Declarant. The Declarant may, in its reasonable discretion, approve or disapprove such Improvements based upon all relevant factors, including without limitation: design and style, mass and form, value, topography, setback requirements, exterior color and materials, and such Improvements, must be in physical or aesthetic conformity to surrounding terrain and the other Improvements on the Property. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Declarant to control the interior layout or design of buildings except to the extent incidentally necessitated by use and size requirements.

2.4 Maintenance: Owners Obligations. No Improvements shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair by the Owner thereof. In the event that any Owner shall permit any such Improvement to fall into a state of disrepair or to create a dangerous, unsafe, unsightly or unattractive condition, the Declarant, upon fifteen (15) days prior

written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Declarant for the cost thereof. The Owner of the offending Lot shall be personally liable for all costs and expenses incurred in taking corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore.

In the event the Improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction.

2.5 Construction. During the course of actual construction of any permanent Improvements, the restrictions contained in this Declaration shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently pursued to completion, continuously and without delays. Construction shall commence and shall be substantially completed within eighteen (18) months unless an extension is approved by the Declarant.

2.6 Quality of Improvements. All Improvements within the Properties shall be designed, built and constructed in accordance with any and all applicable building codes, rules, regulations, zoning ordinances, and use restrictions.

2.7 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. All exterior lights must be hooded and faced on the Lot so as not to cause annoyance to other Owners. No sound shall be emitted from any Lot that is unreasonably loud or annoying, and no odor shall be emitted on any Lot that is noxious or offensive to others.

2.8 Temporary Improvements. No Improvements of a temporary character and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time as a residence either temporarily or permanently, except as permitted elsewhere herein.

2.9 Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet temporarily advertising the Lot for sale or rent, or signs used by a builder or the Declarant to advertise the Lot.

2.10 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas or otherwise shall be erected, maintained or permitted upon the Property.

2.11 Animals and Pets. No animals, livestock or poultry of any kind shall be kept, raised or bred on any portion of the Property, except:

- 2.11.1 Animals raised for 4-H or school projects.
- 2.11.2 Dogs, not to exceed three (3) dogs per Lot and excluding all hounds.
- 2.11.3 Cats, not to exceed three (3) cats per Lot.
- 2.11.4 Goats, but only for a limited time for weed control.
- 2.11.5 Alpacas/llamas, not to exceed ten (10) alpacas/llamas per Lot.
- 2.11.6 Horses and cattle, limited as follows:

<u>Lot</u>	<u>Horses</u>	<u>Cattle</u>
A	6	None
B	6	None
C	6	None
D	6	6
E	6	6
F	6	6
G	6	6
H	10	10
I	10	10 20
J	10	10
L	10	10
M	6	6
N	6	0
O	6	0

If any animal is kept or maintained on a Lot, the Owner thereof must construct and maintain at all times a fence which is adequate to keep said animals on said Lot.

2.12 Trash. Refuse, garbage and trash shall be kept at all times in a covered container, and any such container shall be kept within an enclosed structure or appropriately screened from view and removed to a county dump site regularly by the Owner or trash removal service.

2.13 Dumping. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written approval of the Declarant. No discharge shall be made into any common drainage feature. The Owner of any Lot who dumps such material or makes a discharge into a common drainage shall be liable for all cleanup and/or removal costs and any damage to the Property caused thereby.