

2.14 Unsightly Articles. No unsightly articles shall be permitted to remain on any Lot as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other Lot. No lumber, grass, shrub or tree clippings, plant waste, compost piles, metals, building materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Declarant, "Screened" is defined as being concealed, at eye level, from any Lot other than that containing the screened material.

2.15 Sanitation. It is the responsibility of each Owner to install a septic system and leach field, in compliance with applicable laws, codes and regulations.

2.16 Utility Service. All installations upon a Lot for the transmission of utilities, telephone service, the reception of audio or visual signals or electricities, and all pipes and tanks for water, sewer, drainage or other purposes must be installed and maintained below the surface of the ground, unless applicable law requires above ground installation. Any oil or propane tanks must be buried underground unless enclosed by a structure or screened from view in a manner approved, in writing, by the Declarant.

2.17 Firearms and Hazardous Activities. No activities or improvements which are unsafe to any person or property will be permitted on the Property. Without limiting the generality of the foregoing, no firearms may be discharged on the Property except in cases of self-defense of persons, animals or property.

2.18 Hunting. All hunting on the Property is prohibited except for archery hunting, or for the purposes of wildlife management or predator control. This restriction will not preclude an Owner from using the Owner's Lot to access public land for the purpose of hunting.

2.19 Construction by Declarant. Declarant reserves the right to construct Dwellings and make other Improvements upon any Lot and to offer the same with completed structures thereon for sale.

2.20 Boats, Campers and Other Vehicles. No boats, trailers, tractors, recreational vehicles (including but not necessarily limited to campers, motorhomes, or similar vehicles or equipment) dilapidated, unrepaired or unsightly vehicles or similar equipment, or trucks (working or non-working) with a gross vehicle weight rating (GVWR) greater than 11,500 pounds shall regularly be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Declarant.

2.21 Antennae and Satellite Receivers. No television antennae, radio tower, or radio aerial shall be installed on the Property, other than within the interior of a Dwelling, unless prior written approval has been secured from the Declarant as to both location and size, provided, however, that satellite receivers are permitted and shall be mounted on a Dwelling only so as to be out-of-sight to the degree reasonably possible and must be mounted no higher than the eave-line of the roof. If a receiver is pole-mounted, then the pole height shall not exceed six (6) feet.

2.22 Fences. All fences must be of a material, type and color approved in advance by the Declarant. Barbed wire is forbidden. It is intended that fences will be constructed in a manner allowing wildlife to pass, excepting gardens.

2.23 Landscaping and Landscaping Plan. Each Dwelling shall be landscaped by the Owner thereof within ninety (90) day of the occupancy of the Dwelling thereon weather permitting. Landscaping plans shall be submitted to and approved by the Declarant. The failure of the Owner to timely comply with this landscaping requirement shall constitute a failure to perform maintenance and the Declarant may thereupon invoke those rights and remedies provided in Article VI of this Declaration.

2.24 Weeds. Each Owner must control all noxious weeds, as identified by the Lemhi County Weed Control Officer, on each Owner's Lot.

### ARTICLE III

#### PROPERTY RIGHTS OF OWNERS

3.1 Utility Easements. Easements for installation, use and maintenance of utilities, roads, the irrigation and other support systems are reserved as are visible on the Property, and as shown on the recorded Plat. Within these easements, no Improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, roads, irrigation and other support systems. The easement area of each Lot and all Improvements shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

3.2 Owners Easement of Access to Public Road. Each Owner has a perpetual, nonexclusive easement over designated roads on the Plat for access to the Fourth of July Creek county road; provided, however, that Grantor expressly reserves to itself, its representatives and assigns, a perpetual, non-exclusive easement over designated roads on the Plat for access to the Fourth of July Creek county road, and the right to grant other easements, rights of or other privileges in relation thereto. Said easement reserved by Grantor shall run with the land, and is for the benefit of and appurtenant to that real property, or any portion of such property, in the County of Lemhi, State of Idaho, more particularly described as follows:

That certain real property described in Exhibit B hereto, which exhibit is incorporated herein by this reference, and such real property located adjacent to the property that Grantor may elect to extend said easement.

That certain real property described in Exhibit C hereto, which exhibit is incorporated herein by this reference.

The expense of maintenance of designated roads on the Plat will be shared equally by the Owners.

3.3 Owner's Easement of Access to Public Land. Each Owner has a

non-exclusive, perpetual access easement over, on, across and through that real property described in Exhibit B in the location depicted on Exhibit C hereto for ingress and egress to public land. Said easement shall run with the land, is appurtenant to and will pass with the title to each Owner's Lot. Conditions applicable to this easement are as follows:

3.3.1 The expense of maintenance of said easement will be shared equally by the Owners. Grantor shall not have any obligation to maintain the easement.

3.3.2 The easement established herein shall be nonexclusive, and Grantor reserves the right to grant other easements, rights of way or other privileges in relation to the real property described in Exhibit B.

3.4 Plat Conditions. All covenants and conditions, restrictions, easements and other matters as depicted on the Plat are hereby incorporated by this reference and notice is hereby given as to the same.

3.5 Partition or Subdivision of Lots. No part of a Lot may be split, partitioned or subdivided. By acceptance of a deed or other instrument of conveyance or assignment covering a Lot, each Owner will be deemed to have specifically waived such Owner's rights to institute or maintain a partition action or any other action designed to cause a division of the Lot and this Section may be pleaded as a bar to any such action. Any Owner who institutes or maintains any such action will be liable to the Declarant or any effected Owner, and by taking title to a Lot, agrees to reimburse the Declarant or effected Owners for its costs, expenses and a reasonable attorney's fee in defending such action.

3.6 Irrigation. Lots with appurtenant water rights own such water rights as set forth and determined in the case of In Re the General Adjudication of Right to the Use of Water from the Snake River Basin Water System, Civil Case No. 35976, in the District Court of the Fifth Judicial District of the State of Idaho, in and for the County of Twin Falls. All Lots are subject to the rights and right-of-ways, to the extent established and maintained in accordance with Idaho law, of persons who own water rights and ditch rights, for access over and through the Property for the use and benefit of such water or ditch rights.

3.7 Domestic Water. It is the responsibility of each Owner to locate and supply water for domestic use.

## ARTICLE VI

### GENERAL PROVISIONS

4.1 Enforcement. The Declarant, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Second Amended Declaration and to be awarded damages for violation of this Second Amended Declaration. Failure by the Declarant or by any Owner to enforce any restriction, condition or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. When the Declarant or any Owner successfully

enforces and prosecutes any violation or threat of violation in court, attorney fees and costs shall be awarded against and from the violator.

4.2 Severability. Invalidation of any one of these restrictions, conditions or covenants by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

4.3 Governing Law. The validity, meaning and effect of the restrictions, conditions or covenants of this Second Amended Declaration shall be determined in accordance with the laws of the State of Idaho. Venue for all proceedings at law or in equity arising from the provisions of this Second Amended Declaration shall be Lemhi County, Idaho.

4.4 Interpretation. The terms, restrictions, conditions and covenants hereof are to be read and interpreted consistently and in a manner to protect property values.

4.5 Term and Amendment. The restrictions, conditions and covenants of this Second Amended Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Second Amended Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy- five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said restrictions, conditions and covenants in whole or in part. This Second Amended Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year period by an instrument signed by Seventy-five percent (75%) of the then Owners of the Lots.

DATED: August 27, 2014.

FOURTH OF JULY CREEK, LLC.


  
Jordan P. Smith, Manager

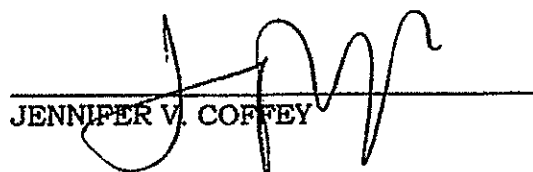
  
Bill Allen, Manager

CONSENT

The Undersigned, Lance S. Ingwersen and Jennifer V. Coffey owners, of Lot H and I of Elk Mountain Ranch at Fourth of July Creek as depicted on the Plat, hereby agree and consent to the changes, amendments and additions described on the Plat and in the foregoing Second Amended Declaration.

DATED: August 27, 2014.

  
LANCE S. INGWERSEN

  
JENNIFER V. COFFEY

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