

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

## RIVER ROCK ESTATES

### MADISON COUNTY, IDAHO

This Declaration of Covenants, Conditions, and Restrictions regulating and controlling the use and development of certain real property as hereinafter described is made to be effective as of the \_\_\_\_\_, 2008 ("Declaration"), by Glass Creek Properties, LLC, an Idaho limited liability company, hereinafter referred to as "Declarants", the owners of Lots 1 through 48, in accordance with the Subdivision Plat filed for record on \_\_\_\_\_, 2008 in Madison County, Idaho, and which all lots shall hereinafter be referred to as the "Property" and as is further described as follows:

A Parcel of Land Situated in Madison County, State of Idaho, Township 5 North, Range 39 East of the Boise Meridian, Sections 10 & 15, More Particularly Described as Follows: Beginning at the Northeast Corner of Section 15, Township 5 North, Range 39 East, B.M.

Thence N89°46'22"W along the North line of Section 15 for a Distance of 1607.93 Feet to the Centerline of the Texas Slough Canal, said point also being the True Point of Beginning.

Thence S00°25'00"W along the centerline of said Texas Slough Canal for a Distance of 2594.04 Feet;

Thence S19°30'00"E along said Canal centerline for a Distance of 46.00 Feet to the South line of the Northeast Quarter (NE1/4) of Section 15;

Thence N89°42'48"W along said South line for a Distance of 1038.00 Feet to the Center of said Section 15;

Thence N00°20'26"E for a Distance of 2636.25 Feet to the North Quarter (N1/4) Corner of said Section 15;

Thence N00°09'01"W along the West line of the Southeast Quarter (SE1/4) of Section 10 for a Distance of 1123.20 Feet;

Thence S89°47'31"E for a Distance of 225.00 Feet;

Thence N00°22'19"W for a Distance of 258.59 Feet to the Southerly Right-of-Way line of F.A.P. No. RS-6759 (2);

Thence S89°53'44"E along said Southerly Right-of-Way for a Distance of 905.72 Feet to the beginning of a Curve Right, Delta = 00°21'50" Radius = 17,158.73' Arc = 108.96' for a Chord Distance of 108.96 Feet and a Chord Bearing of S89°42'48"E to a point in the center of Texas Slough Canal;

Thence S07°10'28"W along said centerline for a Distance of 308.53 Feet;

Thence S12°00'00"W along said centerline for a Distance of 135.00 Feet;

Thence S20°30'00"W along said centerline for a Distance of 115.00 Feet;

Thence S12°00'00"W along said centerline for a Distance of 360.00 Feet;

Thence S05°00'00"W along said centerline for a Distance of 300.00 Feet;

Thence S00°25'00"W along said centerline for a Distance of 185.96 Feet to the True Point of Beginning, Containing 96.02 Acres More or Less.

NOW, THEREFORE, Declarants hereby declare that all of the Property described shall be held, sold, conveyed, encumbered, leased, used, occupied and developed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value, enjoyment and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## ARTICLE I: DEFINITIONS

### Section 1. **Definitions:**

**“Homeowners’ Association”** shall mean and refer to the River Rock Estates Homeowners’ Association, its successors and assigns. It shall be defined as the nonprofit corporation established to administer and enforce the terms and conditions of this Declaration and the Covenants herein.

**“Annoyance”** shall refer to any act or activity that detracts from the overall peace and serenity of the property and/or its occupants. For example noise, odor, light, etc

**“Board of Directors”** or **“Board”** shall refer to the Board of Directors of the River Rock Estates Homeowners’ Association.

**“Building Zone/Envelope”** shall be defined as a contiguous area within each fee simple lot as specified herein within these covenants and is the area in which all residential buildings and residential related structures are to be constructed on the Property and including any and all buildings and structures that are agricultural in nature and for agricultural purposes.

**“Buildings and Structures”** shall refer to any constructed, erected or placed improvements upon the Property and those buildings and structures shall be subject to the design review provisions of these Covenants.

**“Common Facilities and Amenities”** shall refer to any and all buildings, structures and amenities, built or to be built, that serves the interest of the Homeowners’ Association.

**“Common Roads”** shall be defined as the roadways within the Property, which provide access to individual lots excluding individual lot driveways.

**“Common Services”** shall be defined as services incurred by the Homeowners’ Association for the maintenance and operation of the Property, including without limitation maintenance and snow removal services for the common roads, maintenance and repair services for utility lines located in the easements and in the rights-of-ways of said roads; maintenance and repair for ponds, common irrigation system, common area sprinkler system, fences, and landscaping; maintenance and management of weed control; and shall include any other services deemed necessary by the Homeowners’ Association.

**“The Design Committee”** or hereinafter referred to as **“DC”** shall be defined as the committee appointed by the Homeowners’ Association Board of Directors whose responsibility it shall be to review all building and construction plans and plans for any and all site modifications.

**“Declarants”** shall mean and refer to Glass Creek Properties, LLC, their successors and assigns.

**“Development”** shall be defined as any alteration of the natural land surface, and all buildings, structures or other site improvements placed on the land or alterations made to accommodate the use of a lot.

**“Lot”** shall mean and refer to any of the plots of land described above and shown upon the recorded Subdivision Plat, River Rock Estates.

**“Owner”** shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee simple title to any lot, including contract buyers and owners of beneficial interest, but excluding those having such interest merely as security for the performance of an obligation.

**“Principal Residence”** shall mean the single family residential structure, constructed on any Lot, which is the principal use of such Lot, and to which the other authorized structures on such Lot are accessory.

**“Property”** shall mean and refer to that certain real property within the boundaries of River Rock Estates, as has been set-forth above in the first paragraph of these covenants and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners’ Association.

**“River Rock Estates”** shall mean and refer to the Subdivision Plat.

## **ARTICLE II: HOMEOWNERS’ ASSOCIATION MEMBERSHIP and VOTING**

Section 1. **HOMEOWNERS’ ASSOCIATION MEMBERSHIP.** Every owner of a lot, which is subject to assessment, shall be a member of the Homeowners’ Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

Section 2. **VOTING RIGHTS.** The Homeowners’ Association shall have one class of voting membership. The members shall all be owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot or lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. If more than one lot is owned by an individual or group of individuals, they will have one vote per lot.

## **ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and to pay to the Homeowners’ Association:

- (a) Yearly assessments or charges which shall be fixed at a uniform rate of assessment for all lots and may be billed semi-annually, quarterly, or monthly as determined by the Board; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The yearly and special assessments, together with interest, costs and reasonable attorney’s fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made.

Section 2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Homeowners’ Association shall be used exclusively to promote the recreation, health safety and welfare of the residents of the Property and for the improvement and maintenance of the Property, including without limitation roads, utility lines, common water system, recreational facilities, streams & ponds, common irrigation system, common area sprinkler systems, fences, entry gates, insurance premiums, landscaping, weed control, and all other expenses related to and authorized by the Homeowners’ Association, mailing costs and other related expenses incurred on behalf of the Homeowners’ Association.

### Section 3. **MAXIMUM YEARLY ASSESSMENTS**

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment, will be determined after the completion of a budget created by the Homeowners' Association. It shall require a majority vote of three fifths (3/5) of Homeowners' Association members who are voting in person or by proxy at a meeting duly called for the purpose, to approve the annual budget.

Section 4. **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the annual assessments authorized above the Homeowners' 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 assets, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% percent of the votes of Homeowners' Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** Written notice of any meeting called for the purpose of taking any action authorized under section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members, or their representatives holding written proxies, entitled to cast fifty-one (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be two fifths (2/5) of all the votes of the membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES.** The yearly assessments provided for herein shall commence as to all lots subject to assessment on the first day of the month following the conveyance of the first lot by the Declarant. The Board shall operate on a calendar year basis. The Board shall fix the amount of the yearly assessment against each lot at least thirty days in advance of each yearly assessment period and written notice of the yearly assessment shall be sent to every owner subject thereto. The Board, upon demand by an owner, purchaser or mortgagee, and for a reasonable charge, shall furnish a certificate signed by a member of the Board setting forth whether the assessments on a specified lot have been paid.

Section 7. **EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES.** Any assessment not paid within thirty (30) days after the due date therefore shall bear interest from the due date at the rate of fifteen (15%) percent per annum and the Board may assess a 5% late charge as well. The Board may bring an action on behalf of the Homeowners' Association against the owner and any other person obligated to pay the same or may foreclose the lien against the lot. No public record notice of the lien shall be required to perfect its priority. The priority of the lien shall be as of the recording date of this Declaration.

Section 8. **DC MEETINGS, ACTIONS, COMPENSATION AND EXPENSES.** The DC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of any two (2) members shall constitute an act by the DC. The DC shall keep and maintain a record of all action taken from time to time by the DC at such meeting or otherwise. Unless authorized by the Homeowners' Association, the members of the DC shall not receive any compensation for services rendered.

Section 9. **DC RULES.** The DC may, from time to time, amend and repeal by unanimous vote, rules and regulations, to be known as "DC Rules". A copy of the DC rules, as they may from time to time be adopted, amended or repealed, certified by any member of the DC, shall be available for each lot owner requesting the

same from any member of the DC, and shall have the same force and effect as if they were a part of the Covenants, Conditions and Restrictions. With approval of the Board, the DC may record the same with the County Recorder if deemed necessary.

Section 10. **NON-WAIVER.** The approval by the DC of any plans, drawings or specifications for any work done or proposed, or in conjunction with any other matter requiring the approval of the DC under these Covenants, Conditions and Restrictions, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whenever subsequently or additionally submitted for approval.

Section 11. **ESTOPPEL CERTIFICATE.** Within thirty (30) days of written demand therefore is delivered to the DC by any owner, and upon payment therewith to the Homeowners' Association of a reasonable fee from time to time to be fixed by the Homeowners' Association, the DC shall record an estoppels certificate executed by any two (2) of its members, certifying with respect to any lot of said owner, that as of the date thereof either (a) all improvements or other work made or done upon or with said lot by the owner, or otherwise, comply with the Covenants, Conditions and Restrictions, or (b) such improvements and/or work do not comply, in which event the certificate shall also (1) identify the noncompliant improvements and/or work, and (2) set forth with particularity the cause or causes for such noncompliance. Any purchaser from the owner, or mortgagee or other encumbrances shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Homeowners' Association, Declarants, and all owners and such purchaser, mortgagee or other encumbrances.

Section 12. **LIABILITY.** Neither the DC nor any member thereof shall be liable to the Homeowners' Association or to any owner or project committee for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of the development, of any property within the subdivision or (d) the execution and filing of an estoppels certificate pursuant to Section 12 above, of this Article, whether or not the facts therein are correct; provided, however, that such member has, with actual knowledge possessed, acted in good faith. Without in any way limiting the generality of the foregoing, the DC, or any member thereof, may, but is not required to, consult with or hear the Homeowners' Association or any owner with respect to any plans, drawings or specifications, or any other proposal submitted to the DC.

Section 13. **INSURANCE.** The Homeowner's Association may choose to carry insurance policies for reasons of liability, damage, etc.

## ARTICLE IV: DESIGN STANDARDS

Section 1. **GENERAL STANDARDS.** The following standards and restrictions are applicable to the construction, remodeling, alteration and exterior refinishing of any and all structures and improvements and site preparation upon each lot classified as a residential dwelling. Construction, alteration, or repair of all structures and improvements on the property shall comply with all applicable laws, codes, and standards as may be adopted by Madison County, the State of Idaho, or government body having jurisdiction.

- (a) Single Story Dwellings. The ground floor area of the main structure, exclusive of open porches, decks, garages and carports, shall not be less than One Thousand Eight Hundred (1,800) square feet, exclusive of any basement space, open porches, decks, garages and carports.
- (b) One and a Half Story, Two Story and Bi-Level Dwellings. One and a half story, two story and bi-level dwellings shall have a ground floor area of not less than One Thousand Five Hundred (1,500) square feet; provided, however, that such residence shall contain not less than a total of Two Thousand Four Hundred (2,400) square feet, exclusive of any basement space, open porches, decks, garages and carports.

### Section 2. **DESIGN CHARACTER.**

- (a) All buildings shall be of new construction and shall be constructed in character with each other specifically by using complementary exterior roofing, building material and coloring on each building on the properties. All buildings will be painted or faced in colors that blend into the natural environment and landscape of the area. All buildings, regardless of size, must be approved by the DC.
- (b) Exterior materials shall be of planed natural wood, peeled log, brick, and stone or other similar natural material. Pre-manufactured or uniform turned log components are strictly subject to the review and approval of the DC. Other siding materials such as stucco, metal or aluminum siding or vinyl siding are permitted subject to the review and approval of the DC. A minimum of 30% of the front elevation view of each primary residence will be covered with natural stone, cultured stone, brick or similar materials as may be approved by the DC. No cinder blocks shall be used as exterior material without written approval of the DC. Roof materials shall be of a heavy to medium wood cedar shake or shingle, ceramic tile or cement tile style shake, or heavy asphalt shingles. Other roof materials, such as metal, may be considered by the DC upon written request.
- (c) Exterior finishes shall be of all-weather protective materials. Glossy painted finishes shall not be permitted. All approved exposed metals shall have a dull colored finish, or shall be flat color anodized or flat painted in a color acceptable to the DC. Semi-transparent stains may be used on exterior finishes provided that an application and approval is processed through the DC.
- (d) Exterior colors shall be subdued and in the earth tone range. Samples of all materials and colors to be used in the exterior treatment of any structures shall be submitted to the DC for review and approval prior to any commencement for construction. Chimneys and chases must be enclosed by rock, brick, stone or material to match siding or such similar materials as may be approved by the DC.
- (e) All construction on the Principal Residence shall be completed within one (1) year from the commencement date of construction unless the DC and the Homeowners' Association Board of

Directors approves an extension for good cause, not to exceed six months in time.

Section 3. **BUILDING DESIGN.** The design of all buildings is subject to the following:

- (a) Structures or improvements allowed on the properties include the following: one (1) Principle Residence, one (1) guest house for the use of guests and not for rent, detached garage(s), car port(s), storage building(s), shop(s), barn(s), and others approved by the DC. All improvements shall be of new, permanent construction using good quality workmanship and materials.
- (b) No roof top antennas shall be allowed to be mounted greater than 5' above the roof peak of any building.
- (c) All residences must include a garage large enough for at least two (2) automobiles. Detached buildings shall be no greater in size than a maximum of 2,000 square feet and no smaller than 60 square feet and use natural materials, adhering to residential design standards listed above. Total number of detached buildings and/or structures, exclusive of the Principle single-family Residence, shall be limited to two buildings and/or structures and to be located within the designated building zone/envelope.
- (d) No structure shall be erected, altered, placed or permitted to remain on the property which shall exceed two (2) stories in height without written approval from the DC. The maximum building height of any residential structure shall not exceed 30 feet without written approval from the DC. All heights shall be measured at any cross section of the structure from finish grade to the highest point of the structure immediately above. Minor projections such as chimneys shall not be included in the maximum heights.
- (e) Roofs shall have a minimum pitch of four feet in twelve feet. All primary roofs shall have a minimum overhang of two feet.
- (f) All exterior siding, fascia, and trim shall be secured in place with non-bleeding type of fasteners or nails. Said siding fascia and trim shall be maintained in a manner that does not show signs of fading, bleeding, bleaching, cupping, deteriorating, and aging or in any way diminishing the appearance of the improvements, buildings or structures.
- (g) Exposed foundations of concrete or masonry construction shall not have an exposed surface, which exceeds a height of eighteen inches (18) above finished grade, unless approved by the DC.
- (h) Solar collectors may be used if specifically reviewed and approved by the DC. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring resident. Solar collectors shall be integrated into the structure of a residence, garage carport, or other accessory building and shall not be free standing.
- (i) Outdoor lighting shall not be unreasonably bright or cause a glare on any adjacent lot. All exterior lights shall be downcast by design at no more than 45-degree angle from a vertical line to the ground from the light and shall radiate a limited radius of ground focus. All building plans shall include specifications for the exterior lighting plans and shall be subject to approval by the DC.

#### Section 4. **SITE DESIGN.**

- (a) The DC will review each plan for all Principle Residences and other structures and buildings in relation to the specific characteristics of the particular Lot and its surroundings. The basic objective is that the Principle Residence and other structures and buildings on the property be compatible with the particular lot. A complete site plan shall be submitted to the DC showing the Principle Residence, Guest House, other structures and buildings, all proposed fences, designated pasture land, location of underground utilities, location of well, septic system, required set backs from property lines, driveways, and walkways.
- (b) The minimum set back on any lot side is 10'. The minimum setback on the rear lot line is 25' in addition there shall be a minimum setback of 50' measured from any road or right of way line, and a pond easement line, as applicable. There shall be a 10' setback from irrigation lines or ditches, for all buildings and structures, and any grading or land disturbing activities within this setback is prohibited.
- (c) No buildings or structures, or parts thereof, shall be permitted on any lot outside of the building zone/envelope.
- (d) Finish grading on all building sites shall assure drainage of surface water from the buildings to avoid concentrating runoff onto adjacent properties.
- (e) Each Principle Residence shall be accompanied by an attached garage providing for a minimum of two indoor and enclosed parking spaces. Parking spaces, whether interior or exterior, shall have minimum dimensions of not less than ten feet wide by twenty feet long and served directly by a driveway. All lot owner vehicles are strongly encouraged to be parked within the indoor parking spaces whenever possible. All parking spaces and driveways are recommended to be constructed in a manner consistent with the roadways within River Rock Estates or better.
- (f) Fencing shall comply with the standards adopted by the DC and shall not exceed height limitations, if any, imposed by Madison County, Idaho. Approved fencing materials include rock, wood, wire, and vinyl rail. Barbed wire, razor wire, and woven wire fences are prohibited. Fence height is limited to 6' unless a County Permit allows for higher fences. Construction of any fence bordering the Properties common areas must be approved in writing by the DC.
- (g) All fencing shall be of new construction and shall be constructed in character with the buildings and other surroundings. All fencing shall maintain an open country look and feel. Fences should not clash with adjacent fences in design, size, shape and/or color.
- (h) Electrical and telephone utility lines have been installed underground in the easements and in the rights-of-ways of the Common Roads. Connections from the lots within the Property to the designated underground utility lines shall be completed at the expense of the owner of each lot, and shall be underground. Any and all above ground utility lines are prohibited. All applicable connection fees shall be borne by each lot owner at the appropriate time as designated by each utility provider.
- (i) All landscaping in the front of the primary residence must be completed within two years from the date of construction commencement.



## **ARTICLE V: LAND USE AND RESTRICTIVE COVENANTS**

Section 1. **GENERAL RESTRICTIONS.** The following general restrictions shall apply to all lots within River Rock Estates.

- (a) No building, structure, sign, fence, refinishing or improvement of any kind shall be erected, placed or permitted to remain on any lot, and no excavation shall commence until the plans, specifications and exterior material samples and color selections therefore have been approved in writing by the DC and a building permit has been issued. Complete plans for the Principle Residence, all other structures and buildings shall include scaled floor plans, exterior elevations indicating height, all decks porches, garages, chimneys, doors windows, trim and special architectural features, exterior materials to be used, as well as a Site Plan indicating any proposed structures, buildings, driveways, parking areas, fences, pastures, well, septic system and utilities. Construction alteration or repair of structures and improvements on the property shall comply with all applicable laws, codes, and standards as may be adopted by Madison County, the State of Idaho, or other government body having jurisdiction.
- (b) No certificate of occupancy will be issued by Madison County, ID until public improvements are completed by the owners of each lot.
- (c) The sum of Seventy Five Dollars (\$75.00) for each residential lot shall be submitted, along with the proposed building, site or alteration plans to the DC to cover the expenses of reviewing said plans. Said amount may be increased from time to time by the DC rules.
- (d) Two copies of any proposed plans and related data shall be furnished to the DC for its records. Any approval given by the DC shall not constitute a warranty, express or implied, or compliance with any applicable building or safety codes or for any other purposes other than the authority for the persons submitting the plan to commence construction.
- (e) Existing irrigation ditches, ponds, and streams on the Property shall not be disturbed, blocked, or diverted in any way.
- (f) Any feeding of wildlife (especially elk and deer) other than songbirds is prohibited. IDA-PA02.04.25.001 legislation strictly prohibits the private feeding of big game animals in this area.

### Section 2. **RESIDENTIAL AREA; USES; RESTRICTIONS**

- (a) The leasing of any primary residence and associated building and structures, from time to time, by the owner thereof, is subject to all the restrictions of the Homeowners' Association and provided that the use is exclusively for residential purposes and no more than one family, including its servants and transient guests, shall occupy said residence.
- (b) Each residential lot, and any and all improvements from time to time located thereon, shall be maintained by the owner thereof in good condition and repair, and in such manner as not to create a fire hazard, all at such owner's sole cost and expense. Additionally, all lot owners shall be required to maintain the exterior of all improvements, buildings and structures and landscaping in a manner acceptable to the Homeowners' Association.
- (c) No stripped down, partially wrecked or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any road in the subdivision, or on any lot in such a manner as to be visible

to the occupants of other lots or to the uses of any road therein.

- (d) Livestock: No pigs, of any kind shall be kept on any lot. Horses, mules, cows, llamas, sheep or goats are allowed, and shall be restricted to 2 adult animals with their offspring per lot. A total of 24 chickens or pheasants will be allowed per lot. A total of 2 dogs and 2 cats may also be kept per lot. No animal shall be permitted on any lot unless such animal shall be confined to such lot by barn, corral, fence, tether, leash, training or similar retrain or confinement so as not to trespass on any other lot. The owner of any lot from which such animal trespasses shall be strictly liable for any damages caused thereby. It is the owner's responsibility to keep all buildings, structures, and pastures for these animals properly cleaned, maintained and safe. All large animals must have adequate boarding facilities in order to prevent over-grazing.
- (e) All signs to be used by lot owners shall meet with the approval of the DC. Political and/or business signs are not permitted unless approved by the DC.
- (f) No house trailer, mobile home, tent, yurt, tepee or similar facility or temporary structure shall be kept, placed or maintained upon any lot. Tents and tepees used in conjunction with rear yard children activities and temporary guest outing shall be permitted.
- (g) All garbage and trash shall be placed and kept in covered containers, which shall be respectfully maintained. Arrangements must be made by each homeowner for garbage to be removed from a Lot at least once a week.
- (h) All firewood shall be stacked and stored neatly.

## **ARTICLE VI: GENERAL PROVISIONS**

Section 1. **CONTROL OF NOXIOUS WEEDS.** Each owner shall take all actions necessary to control noxious weeds as defined by the standards and guidelines established in Madison County, Idaho. Noxious weeds include toadflax, mush thistle, and Canada thistle and leafy spurge. Noxious weed treatment shall be strictly limited to herbicides approved by the Madison County, Idaho Weed Supervisor and shall not pose a health threat to man, livestock or wildlife.

Section 2. **WOOD STOVES.** All wood stoves shall comply with all current smoke emission and efficiency standards in accordance with state or local law.

Section 3. **MAINTENANCE.** No scrap lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials, scraps, refuse or trash shall be kept, stored or allowed to accumulate on any lot. Mulching will be allowed only if such activity does not produce annoyances to neighboring property owners.

Section 4. **WATER SYSTEMS.** River Rock Estates requires lot owners to develop and install individual private water well systems, which conform to the adopted safe water standards and rules as established by the Idaho Department of Water Resources. All wells must be located within the area(s) designated on the recorded subdivision plat, River Rock Estates.

Pressurized irrigation water will be provided to each lot. Water in this system is non-potable and must be distinct and separate from any well system or any other water system. Water usage, times, dates etc. will be managed by the Homeowner's Association and will be in compliance with all Madison County ordinances and the associated canal company rules and regulations.

Section 5. **SEWAGE DISPOSAL.** Each dwelling shall be connected to a private septic waste disposal system,

which conforms to the adopted and mandated standards established by Idaho District Seven Health Department. All septic systems must be installed within the area(s) designated on the recorded subdivision plat, River Rock Estates.

Section 6. **SUBDIVISION ROADS.** The Subdivision Roads within River Rock Estates are owned and maintained by Madison County. Additionally, each lot owner shall be responsible for an equal portion of the utility maintenance costs associated to the utilities located within the Subdivision Road right-of-ways as assessed by the Homeowners' Association.

Section 7. **OPEN SPACE MAINTENANCE.** The maintenance of all open space within River Rock Estates and the landscaping maintenance of this space shall be the responsibility of the Homeowners' Association.

Section 8. **WILDLIFE PROTECTION.** It is recognized by the Declarants and the purchasers or owners of any lot within River Rock Estates, that there is the potential for wildlife to occasionally migrate through the Property during various seasons of the year. As a protection and preservation effort to maintain any wildlife that might present itself, the River Rock Estates imposes the following requirements:

- (a) Dogs and other domestic animals shall be controlled and directly attended at all times so that they do not cause a nuisance to neighboring lot owners, and so that their presence or activity does not harass or endanger wildlife. If any dogs or other domestic animals are caught or identified chasing or otherwise harassing wildlife, livestock or people, any member of the DC or the Board of Directors shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the owner of such animal or animals of not more than \$ 50.00 for the first offense, \$100.00 for the second offense, and \$200.00 for the third and each subsequent offense, plus all costs of impoundment.
- (b) No hunting or shooting of guns shall be allowed on any lot or common area.

Section 9. **NO FURTHER DIVISION OF LOTS.** Existing lots in the River Rock Estates subdivision shall not be divided into any additional lots. The forty-eight (48) lots approved by Madison County shall remain as designated in accordance with the approved subdivision.

Section 10. **LOT CONSOLIDATION.** Two or more contiguous lots within River Rock Estates may be combined, provided notice of intention to consolidate such lots is filed with the DC. Such consolidated lots may thereafter be treated as one building site, and such site may be subject to these restrictions the same as a single lot except for the purposes of levying and collecting assessments. The building zone/envelope for the combined lots may be aggregated and combined with the approval of the DC.

Section 11. **IRRIGATION DITCHES.** Tampering with, altering, using or diverting water from, and/or dumping into any ditches, canals or streams running through or near River Rock Estates is strictly forbidden.

Section 12. **FIRE POND AND/OR WELL.** A secondary storage and delivery water system has been designed and installed within the Property for the purposes of providing a potential emergency water supply for fire suppression and protection. These systems are to be maintained and paid for by the Homeowners' Association in accordance with any Fire Protection Resolution adopted by Madison County, Idaho.

Section 13. **AMENDMENT.** These covenants may be amended by written consent of two thirds (2/3) of the lot owners of River Rock Estates. The Declarants shall have one vote for each unsold lot. The Homeowners' Association shall have such amendments duly executed and placed on record in the Office of the County Clerk of Madison County, Idaho.

Section 14. **DURATION OF COVENANTS.** All of the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the Property and the owners and purchasers of any portion thereof, subject to the right of amendment as set forth in Section 11 of this Article hereof. If required by Law, these covenants shall be deemed to remain in full force and effect of twenty (20) year periods, and shall be automatically renewed for additional consecutive twenty (20) year periods unless a majority of the lot owners of the Property subject to these covenants otherwise agree in writing.

Section 15. **ENFORCEMENT.** The Homeowners' Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenant, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Every owner of a lot within the property hereby consents to the entry of an injunction, judgment or lien against him or her or his or her tenants or guests, to terminate and restrain any violation of these covenants or for the nonpayment of assessments due. Any lien imposed for nonpayment of assessments shall incur interest at 15% per annum should payment not be received after 30-days of date due, plus all costs and attorney's fees. Any lot owner who uses or allows his or her lot to be used or developed in violation of these covenants further agrees to pay all costs incurred by the Board of Directors of the Homeowners' Association, Design Committee or other lot owner in enforcing these Covenants, including reasonable attorney's fees whether or not suit is actually filed. In addition, the Homeowners' Association, by separate Rules & Regulations, may establish reasonable fines for a violation of these Covenants or the Rules & Regulations and the time for payment thereof. If any such fines are not paid when due, the Homeowners' Association may have a lien filed and recorded on the Lot of the Owner who owes the fine and shall have the right to collect the fine in the same manner as annual assessments.

Section 16. **NO IMPLIED WAIVER.** The failure of the Board of Directors of the Homeowners' Association to object to an owner's or other parties failure to comply with these Covenants (including any rules adopted) now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of these Covenants.

Section 17. **INDEMNIFICATION.** The costs to the Homeowners' Association shall include all costs to indemnify and save harmless Declarant, Design Committee, the officers and Board of Directors of the Homeowners' Association and agents thereof, their successors and assigns, from and against any and all claims, suits, action, damages and /or causes of action arising from any personal injury, loss of life and/or damage to property sustained on or about the property, if any or any appurtenances thereto or arising out of the installation, operation or maintenance of Common Services from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense at any levels of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions for indemnification are any expenses that Declarant, Design Committee, officers and Board of Directors of the Homeowners' Association and agents thereof, their successors and assigns, may be compelled to incur in bringing suit for the purpose of enforcing rights hereunder, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenants and restrictions contained in these Covenants.

Section 18. **ACCEPTANCE OF COVENANTS.** Every owner or purchaser of a lot within the Property shall be bound by and subject to all of the provisions of these Declarations, and every lot owner or purchaser through his or her purchase or ownership expressly accepts and consents to the operation and enforcement of all of the provisions of this Declaration.

Section 19. **VIOLATION CONSTITUTES NUISANCE.** Every act or omission, whereby any restriction, condition or covenant in this Declaration set forth, if violated in whole or part, is declared to be and shall constitute a nuisance and may be abated by Declarants or their successors in interest and/or by any lot owner; and such remedies shall be deemed cumulative and not exclusive.

IN WITNESS WHEREOF THE undersigned Declarants have caused their name to be hereunto subscribed to these Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Roger Sorensen  
Glass Creek Properties, LLC

\_\_\_\_\_  
Cory Sorensen  
Glass Creek Properties, LLC

\_\_\_\_\_  
Ryan Sorensen  
Glass Creek Properties, LLC

\_\_\_\_\_  
Eric Sorensen  
Glass Creek Properties, LLC

STATE OF IDAHO  
County of Madison

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned, Notary Public in and for the State of Idaho, personally appeared, Roger Sorensen, and Cory Sorensen, and Ryan Sorensen, and Eric Sorensen, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

\_\_\_\_\_  
Megan Ellis  
Residing at: Jefferson County  
Commission Expires: 8/10/2013