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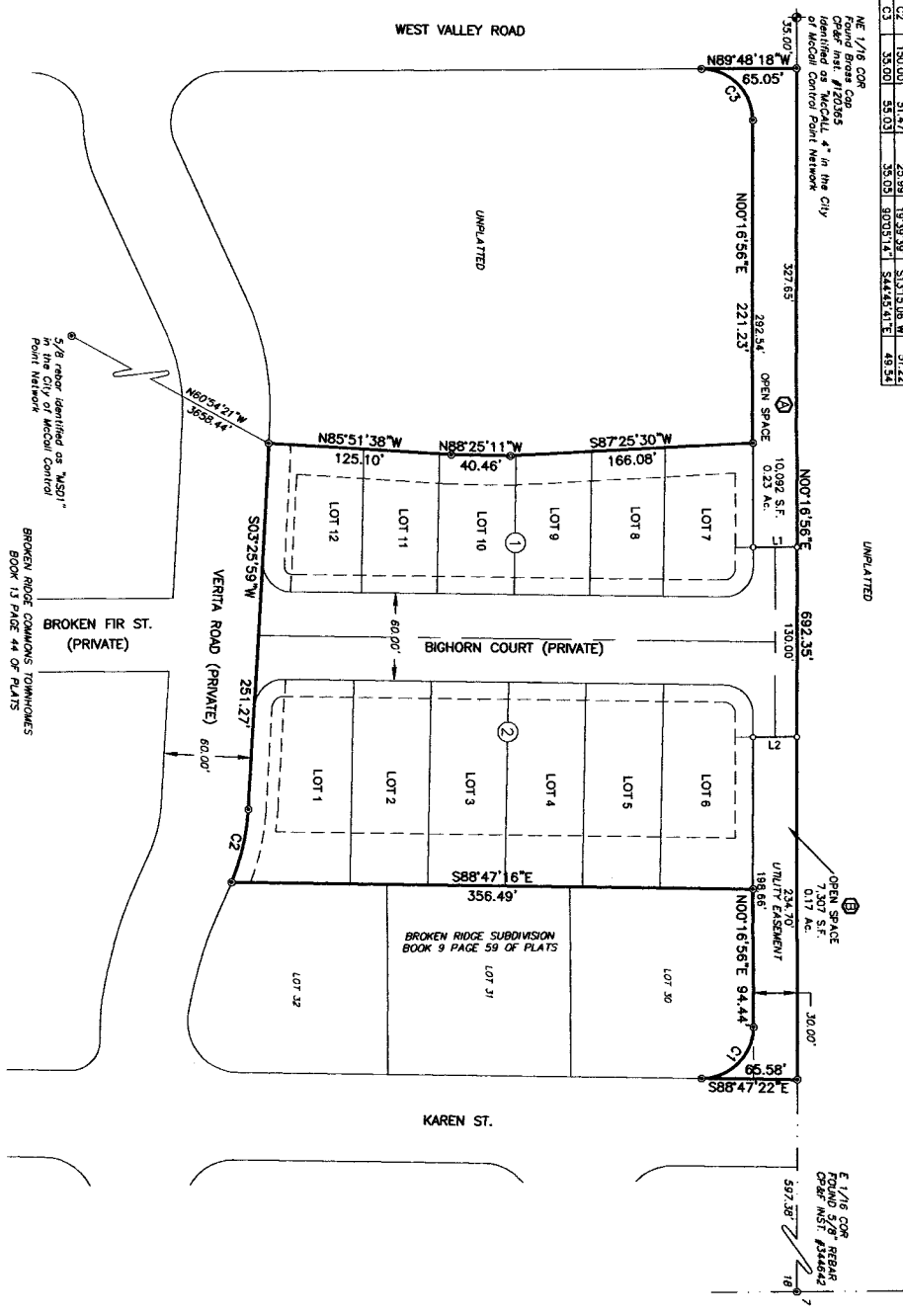


BIGHORN SUBDIVISION

Located in
 the NE1/4 of the NE1/4 of Section 18, T.18N., R.3E., B.M.
 City of McCall
 Valley County, Idaho

LINE	LENGTH	BEARING
1	30.00	N89°41'38"W
2	30.00	N89°41'38"W

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C1	35.00	55.53	35.57	80°55'45"	S45°44'48"W	48.80
C2	150.00	51.43	29.98	19°30'39"	S13°18'08"W	51.22
C3	35.00	55.03	35.09	80°05'14"	S44°48'51"E	48.54



HEALTH CERTIFICATE

SWAINTER RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50 CHAPTER 13 HAVE BEEN SUSTAINED. SWAINTER RESTRICTIONS MAY BE REMOVED IN WHOLE OR IN PART BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

455855

DISTRICT HEALTH DEPARTMENT, ERS

MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS BEING RECORDED UNDER THE PROVISIONS OF IDAHO STATUTE SECTION 55-1208 THAT ALL INTERIOR MONUMENTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAT.



- NOTES:
- All lots shown on the Plat are governed by the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Big Horn Subdivision. The Articles of Incorporation for the Big Horn Property Owners Association and the Bylaws of the Big Horn Property Owners Association are attached to this Plat. The Declaration of Protective Covenants, Conditions, Restrictions and Easements and the Articles of Incorporation and Bylaws of the Big Horn Property Owners Association are attached to this Plat. The Declaration of Protective Covenants, Conditions, Restrictions and Easements and the Articles of Incorporation and Bylaws of the Big Horn Property Owners Association are attached to this Plat.
 - Big Horn Court, as depicted on this Plat, is private and other completion, will be owned and maintained by the Big Horn Property Owners Association.
 - Big Horn Court, as depicted on this Plat shall not be extended in the future.
 - Open Space parcels which are depicted on this Plat shall be used, managed and maintained in accordance with the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Big Horn Property Owners Association as set forth in the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Big Horn Property Owners Association, as recorded in the Office of Recorder of Valley County, Idaho.
 - No additional domestic water supply shall be installed beyond the water system approved in the Sanitary Release.
 - There shall be no further division of any lot depicted on this Plat without prior approval of the Health Authority.
 - An easement within the Right-of-Way for Big Horn Court is hereby granted to Public Utilities. The snow storage and drainage easements shown on the Plat are granted to and for the benefit of the Big Horn Property Owners Association.
 - All drainage and utility easements shall be maintained and utilized in a manner that does not impact the functionality of the easement. Placement of fill materials, plantings structures, or other development that may impact the functionality or ability of described easements to convey drainage, store snow, or maintain underground utilities is prohibited.
 - Flood zones shown on this plat are per FEMA FEMA panel #160165 0889 Effective February 1, 2019
 Base Flood Elevation: N/A
 Flood Zones are subject to change by FEMA and all land within a floodway or floodplain is regulated by Title 9 and Title 11 of the Valley County Code.
 - This Plat is filed to create a 1/2 lot within the general parcel as shown. The functionality of the entire parcel was determined by record documents and found monuments as shown.

LEGEND

- SUBDIVISION BOUNDARY
- EASEMENT LINE
- FOUND 5/8" IRON PIN
- SET 5/8" X 30" REBAR MKD LS 8577
- FOUND 1/2" IRON PIN
- SET 1/2" X 24" REBAR MKD LS 8577
- ◆ FOUND BRASS CAP MONUMENT
- ◇ ANGLE POINT - NOTHING SET
- OPEN SPACE PARCEL
- ② BLOCK NUMBER

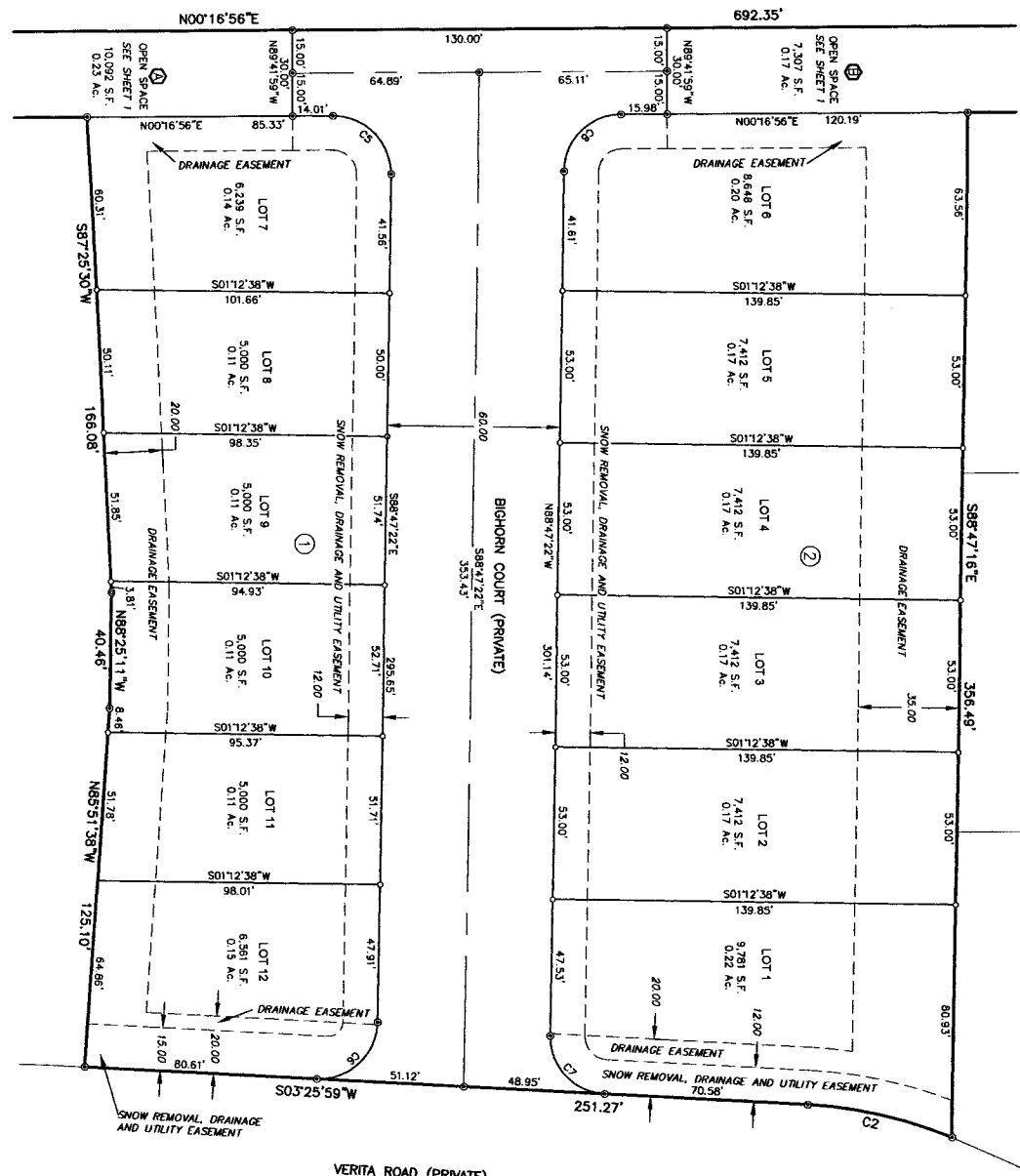
SCALE: 1" = 60'

BEARINGS BASED ON CITY OF McCALL MODIFIED GRID COORDINATE SYSTEM
 DISTANCES ARE MEASURED ON THE GROUND

SBOCASH ENGINEERING, INC.
 McCall, Idaho

NA BIGHORN SUBDIVISION

Located in
 the NE1/4 of the NE1/4 of Section 18, T.18N., R.3E., B.M.
 City of McCall
 Valley County, Idaho



CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C2	150.00	51.47	25.99	18.3338°	S131°08' W	51.72
C3	20.00	31.74	20.53	80°35'42"	S45°14'43\" W	28.83
C4	20.00	36.49	18.24	87°13'57"	N44°51'05\" E	27.72
C5	20.00	31.09	18.68	89°04'18"	S44°15'15\" E	28.05



SCALE: 1" = 30'

- LEGEND**
- SUBDIVISION BOUNDARY
 - - - EASEMENT LINE
 - FOUND 5/8" IRON PIN
 - SET 5/8" x 30" REBAR AND LS 8577
 - FOUND 1/2" IRON PIN
 - SET 1/2" x 24" REBAR AND LS 8577
 - FOUND BRASS CAP MONUMENT
 - ANGLE POINT - NOTHING SET
 - OPEN SPACE PARCEL
 - ② BLOCK NUMBER

SECESH ENGINEERING, INC.
 McCall, Idaho

BIGHORN SUBDIVISION

Located in
the NE1/4 of the NE1/4 of Section 18, T.18N., R.3E., B.M.
City of McCall
Valley County, Idaho

CERTIFICATE OF OWNERS

OF THE PROPERTY HEREWITHE DESCRIBED:
BIGHORN SUBDIVISION

A parcel of land located in the northeast 1/4 of the northeast 1/4 of Section 18, T.18N., R.3E., B.M., Valley County, Idaho, more particularly described as:

COMMENCING at the northeast 1/16 corner of said Section 18; thence, along the west boundary of said northeast 1/4 of the northeast 1/4 of Section 18;

A.) N.071639°E., 35.00 feet to the POINT OF BEGINNING; thence, continuing along said 1/16 line;

1.) N.071639°E., 882.25 feet to a point on the boundary of Broken Ridge Subdivision; thence, along said boundary;

2.) S.684722°E., 65.26 feet to the beginning of a non-tangent curve; thence,

3.) Southwesterly along a curve to the left having a radius of 25.00 feet, an arc length of 5.454546°W., 48.80 feet; thence, tangent from said curve;

S.434446°W., 48.80 feet; thence, tangent from said curve;

4.) S.071639°W.94.440 feet; thence,

5.) S.684721°E., 356.48 feet to a point on the right-of-way for Verito Road; thence, along said right-of-way, along a non-tangent curve;

6.) Southwesterly along said curve to the left having a radius of 150.00 feet, an arc length of 5.143516°W., 48.80 feet; thence, tangent from said curve;

S.131508°W., 51.22 feet; thence, tangent from said curve;

7.) S.323259°W., 251.27 feet; thence, departing said right-of-way;

8.) N.859138°W., 125.10 feet; thence,

9.) N.882511°W., 40.46 feet; thence,

10.) S.872530°W., 168.08 feet; thence,

11.) S.071639°W., 221.23 feet to the beginning of a tangent curve; thence,

12.) Southwesterly along said curve to the left having a radius of 35.00 feet, an arc length of 5.012341°W., 48.80 feet; thence, tangent from said curve;

S.444541°W., 48.80 feet to a point on the north right-of-way for West Valley Road; thence, along said right-of-way;

13.) N.899810°W., 65.05 feet to the POINT OF BEGINNING.

CONTAINING 2.82 Acres, more or less.

That it is the intent of the undersigned to and they do hereby include said land in this Plat, and that the same shall be subject to the provisions of Idaho Code 31-3805 and the requirements of I.C. 31-3805 are not applicable.

NET PROPHET LLC
By: _____
Chad Harding, Principal

ACKNOWLEDGMENT

STATE OF _____)
County of _____) (SS.

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for said State, personally appeared CHAD HARDING, known or identified to me to be the Principal of NET PROPHET LLC that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC 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.

NOTARY PUBLIC FOR IDAHO
My Commission Expires: _____

APPROVAL OF THE CITY OF McCALL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF McCALL, VALLEY COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 2022, THIS "BIGHORN SUBDIVISION" WAS DULY ACCEPTED AND APPROVED.

MAYOR ~ McCALL, IDAHO
CITY CLERK ~ McCALL, IDAHO

APPROVAL OF THE McCALL AREA PLANNING AND ZONING COMMISSION

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF McCALL, VALLEY COUNTY IDAHO, HEREBY APPROVE THIS PLAT OF "BIGHORN SUBDIVISION".

CHAIR _____

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF McCALL, VALLEY COUNTY IDAHO, HEREBY APPROVE THIS PLAT OF "BIGHORN SUBDIVISION".

CITY ENGINEER ~ McCALL, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, GEORGE BOWERS, REGISTERED PROFESSIONAL LAND SURVEYOR FOR VALLEY COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CERTIFICATE OF SURVEYOR

I, RALPH MILLER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM THE "FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

RALPH MILLER



CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF VALLEY, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER

SURESH ENGINEERING, INC.
McCall, Idaho

MA

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
BIG HORN SUBDIVISION

THIS DECLARATION is made this 13th day of February, 2023, by
Net Prophet LLC, (“**Declarant**”).

ARTICLE 1 - GENERAL

Section 1.1 Common Interest Community: The name of the common interest community created by this Declaration is “**Big Horn Subdivision**”. All of the community is located in McCall, Valley County, Idaho.

Section 1.2 Property Affected: Declarant owns certain real property in Valley County, Idaho, which is described in the Final Plat of the Big Horn Subdivision, recorded with the Office of recorder of Valley County, Idaho as Instrument No. _____. Such property shall be referred to in this Declaration as the “**Property**” or the “**Subdivision**”.

Section 1.3 Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and, (c) to define certain duties, powers and rights of Owners.

Section 1.4 Declaration: Declarant hereby declares that each lot, parcel or portion of Big Horn Subdivision, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant’s successor in interest and each grantee or Owner and such grantee’s or Owner’s respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner’s successors in interest, or by the Association as hereinafter described.

ARTICLE 2 - DEFINITIONS

Section 2.1 Articles: “Articles” shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.2 Assessments: “Assessments” shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 2.3 Association: “Association” shall mean the Big Horn Property Owners’ Association.

Section 2.4 Association Documents: “Association documents” shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association; (c) this Declaration; (d) Rules and Regulations; and (e) all Amendments to any of the aforementioned documents.

Section 2.5 Board of Directors: “Board of Directors” or “Board” shall mean the Board of Directors of the Association.

Section 2.6 Bylaws: “Bylaws” shall mean the Bylaws of the Association.

Section 2.7 Common Area: Property within Big Horn Subdivision owned by the Association, devoid of buildings or structures, except where necessary for utilities or for the provision of Common Area amenities. Common Area shall be designated as such on the Final Plat.

Section 2.8 Community: “Community” as used herein shall refer to the Properties considered as a whole.

Section 2.9 Declarant: “Declarant” shall mean the Net Prophet LLC, and any successor bulk purchaser of the subdivision lots who is designated in a writing recorded with the Office of Recorder of Valley County, Idaho by the Net Prophet LLC as a successor Declarant.

Section 2.10 Declaration: “Declaration” shall mean this Declaration of Covenants.

Section 2.11 Improvements: “Improvements” shall include buildings, outbuildings, roads driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

Section 2.12 Lot: “Lot” shall mean a parcel of land subject to this Declaration which is identified as a Lot on the Plat or any amendment thereto. A lot may also be referred to herein as a “Parcel”.

Section 2.13 Member: “Member” shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.14 Owner: The term “Owner” shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Valley County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.15 Person: “Person” shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.16 Plat: “Plat” shall mean the final plat for the Big Horn Subdivision, filed of record with the Valley County Office of Recorder.

Section 2.17 Record, Recorded: “Record” and “Recorded” shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

Section 2.18 Residence: “Residence” shall mean the single-family residence constructed or otherwise located on a Lot, together with patios or decks affixed or appurtenant thereto and garage included therein and any additional accessory structures which are allowed and approved under the McCall City Code.

Section 2.19 Rules and Regulations: “Rules and Regulations” shall the rules and regulations promulgated by the Board of Directors.

Section 2.20 Structure: “Structure” shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

Section 2.21 Subdivision: “Subdivision” shall mean the Big Horn Subdivision as platted of record with the Office of Recorder of Valley County, Idaho.

ARTICLE 3 - LAND USES AND IMPROVEMENTS

Section 3.1 Land Use and Living Units: All of the Lots shall be used and occupied solely for single-family residential purposes. None of the Lots shall be split, divided or subdivided into a smaller lots or parcels. All Lots shall be subject to the following conditions and limitations, as well as those provided for in the Rules and Regulations:

A. No use whatsoever shall be made of any Lot other than as the site and grounds of a Residence, together with such accessory buildings, if any, which are permitted by the McCall City Code. An owner may rent or lease their Residence; provided: the Owner shall assure that the renters/lessees are aware of these Covenants and shall incorporate these Covenants into any rental or lease agreement; the Owner shall be responsible for any violations by renters/lessees of any of the provisions of these Covenants or applicable Rules and Regulations; the lease or rental agreement shall be provided to the Association not later than ten (10) days prior to the commencement of the term of the Lease; and, the rental of a residence shall be subject to such Rules and

Regulations as are promulgated from time to time by the Board. Short term rentals (i.e. rentals for a period of less than thirty (30) days shall be subject to the above conditions and, in addition, must be managed by a local property management company which must provide the Association with a 24-hour contact telephone number and must otherwise comply with the McCall City Code.

B. The Residence must have a footprint of not less than 1,500 square feet.

C. Automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment may be parked outside of a garage for up to but not more than seven (7) days consecutive duration during any thirty (30) day consecutive duration period. All such vehicles or equipment must otherwise be placed within a garage; provided vehicles in regular use may be parked outside of the garage.

D. No automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment (collectively "Vehicles") may be parked or left unattended on or within the platted right-of-way for Big Horn Court, as the same is shown on the Plat, at any time or in any manner which will obstruct or hinder any snow removal operations or which will leave any Vehicle in such a position that it is subject to damage by any person or contractor engaged in snow removal operations. In the event of a violation of this Section, the Association shall have the right to cause the Vehicle to be towed from the right-of-way at the expense of the owner of the Vehicle. In such case, the owner of the Vehicle (i) shall be responsible for all costs, fees and expenses incurred by the Association in removing the Vehicle from the right-of-way; (ii) shall reimburse the Association for all such costs, fees and expenses within five (5) days of demand therefor from the Association; and (iii) shall conclusively be presumed to have released the Association and the person or contractor who removes the Vehicle for any claims of any kind whatsoever related to or stemming from the removal of the Vehicle.

E. Exterior lighting affixed to a Residence or otherwise place on a Lot shall be maintained, repaired and, as necessary, replaced by the Owner. In the event that fixtures need to be replaced, they shall be replaced with substantially identical fixtures; and all lighting shall be shielded, directed downward, and in compliance with the standards contained in the McCall City Code.

F. TV Satellite dishes may be affixed to the Residence or otherwise placed on a Lot.

G. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which in either case is or may become a nuisance as defined by Idaho law.

H. No activities shall be conducted on any Lot which are or might be unsafe or hazardous to any other Lot or Owner. Without limiting the generality of the foregoing, no

open fires shall be lighted or permitted on any Lot except in a contained barbecue or fire pit unit while attended or within a safe and well-designed fireplace or as otherwise allowed in the Rules or Regulations.

I. Refuse, garbage and trash shall be kept in a covered, bear-proof container at all times and any such container shall be kept within a garage, except when placed outside for collection by the refuse contractor providing service to the Lot.

Section 3.2 Common Area: Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Areas, subject to:

- A. The Association Documents;
- B. Any restrictions or limitations contained in any deed conveying such property to the Association;
- C. The right of Declarant to place utilities within any Common Area and the right to grant easements for the maintenance and repair of such utilities; and,
- D. The reserved rights and easements described in Article 7 hereinbelow

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, subject to applicable Rules and Regulations. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot, unless provided to the contrary in the Lease.

Section 3.3 In Home Businesses: An “In home business,” which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed. An in home business which meets the criteria for a “Home Occupation” under the McCall City Code shall be allowed.

Section 3.4 Storage of Building Materials: No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.5 Animals: No animals, of any kind, except for household pets, (it is specifically noted that livestock, poultry and wild animals are not to be considered household pets) shall be raised, bred, or kept on any portion of the Property.

A. Pets: Household pets may be kept for personal or non-commercial recreational purposes only if the presence of such pets does not constitute a nuisance. Pets must be kept within the boundaries of the Lot unless accompanied by and under the control of the Owner and on a leash.

B. Dogs: Consistent and/or chronic barking by dogs shall be considered a nuisance. Dogs defecating in the street, in the Big Horn Court right-of-way, within the Snow Removal, Drainage and Utility Easement shown on the Plat or on another Owner’s private property shall be considered a nuisance.

Section 3.6 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property. For the purposes hereof, “established” drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

Section 3.7 Utilities:

A. Telephone, Electrical: The Declarant shall provide underground electrical power and telephone service to the Subdivision. The purchaser and Owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

B. Water: Water for each Lot shall be supplied by the City of McCall.

C. Sewage Disposal: Sewage disposal for each Lot shall be supplied by the Payette Lakes Recreational Water & Sewer District.

D. Propane: Propane tanks shall be appropriately screened from view from adjoining Lots.

E. Solar Panels: If allowed by the McCall City Code, solar panels shall be allowed, provided that they are unobtrusive and do not detract from the architectural appearance and features of the Residence or the Community.

F. Solid Waste: All Owners shall participate in the solid waste collection services provided by the County or City approved Contractor(s).

Section 3.9 Big Horn Court: The Board shall have the authority to adopt Rules and Regulations regarding parking on Big Horn Court, including rules prohibiting same.

Section 3.10 Snow Machines, Motorcycles, and All Terrain Vehicles: All terrain vehicles, snow machines, motorcycles and other similar motorized vehicles may not be operated within the Subdivision, except for direct ingress/egress to the Owner/Operator’s Lot.

Section 3.11 Building and Grounds Conditions: Each Owner shall maintain the exterior of his or her Residence in good condition and shall cause it to be repaired as the effects of damage or deterioration become apparent. In the event that any Owner shall fail to do so, the Association, upon ninety (90) days prior written notice to the Owner of such Residence, shall have the right to perform such maintenance and repairs as are reasonably necessary to maintain the Residence in a condition comparable to the condition of other Residences in the Community. Such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending property shall be personally liable, and such Owner’s property may be subject to a lien for all costs

and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

Section 3.12 Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, scrap material or other refuse, or receptacles or containers therefor, shall be placed or allowed to remain on any Lot. In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner’s Lot for the purpose of doing so. Such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending property shall be personally liable, and such Owner’s property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

Section 3.13 Signs: The only signs permitted on any Lot shall be:

- A. One sign of customary size for identification of the occupant and the address of any dwelling;
- B. Signs for sale and administration purposes installed by the Declarant during development;
- C. Standard Real Estate signs advertising a Lot for sale, not to exceed 9 square feet in surface size; and,
- D. Such signs as may be allowed by law.

Section 3.14 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Declarant or to construct such additional Improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant’s business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The rights of Declarant hereunder may be assigned by Declarant to any successor or successors in interest in connection with Declarant’s interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

Section 3.15 Wood Burning Devices: All wood burning stoves used within the Property shall comply with applicable emission standards of the United States Environmental Protection Agency and any other governmental entities with jurisdiction.

ARTICLE 4 - ASSOCIATION OPERATION

Section 4.1 Organization: The Big Horn Property Owners' Association ("Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or By-Laws, then such provision shall be construed, to the extent possible, so as to be consistent with the provisions of this Declaration.

Section 4.2 Membership: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Declarant shall hold one (1) membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

Section 4.3 Classes of Membership/Voting Rights: The Association shall have one class of membership.

Section 4.4 No Fractional Votes, No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot Owners are unable to agree among themselves as to how their vote or votes should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

Section 4.5 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board of Directors shall be elected in accordance with the provisions set forth in the Association By-Laws.

Section 4.6 Declarant's Transfer of Control of Association: Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is not more than one hundred and eighty (180) days after all lots within the Property have been sold to persons other than Declarant.

Such date is herein referred to as the "Transfer of Control Date".

ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION

Section 5.1 General Duties and Powers of Association: The Association has been formed to further the common interest of the Members. The Association shall have the duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 5.2 Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, and Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and By-Laws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

A. Assessments: The power to levy and Association Set-up Fee and Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration and as is further described in Article 8 below.

B. Right of Enforcement: The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the By-Laws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

C. Delegation of Powers: The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.

D. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or By-Laws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the By-Laws to the extent of any such inconsistency.

E. Emergency Powers: The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance of construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

F. Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

G. Power to Acquire Equipment and Contract for Services: The Association shall have the power to acquire equipment which is reasonably necessary for the performance of its authorized activities and/or to contract with others for the provision of services.

Section 5.3 Duties of the Association: In addition to duties reasonably necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and By-Laws and without in any way limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

A. Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.

B. Rule Making: Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

C. Duty to Accept Property, Common Areas, and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any Improvements thereon, any easement or other right, any Common Areas, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

D. Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair Big Horn Court, including all improvements, landscaping and vegetation placed in Big Horn Court. The Association shall also perform such maintenance of Verita Road as is required of the Property Owner under the terms of that certain Agreement which is attached hereto as **Exhibit "A"**. The cost of such maintenance, repair and replacement, as well as such reserve accounts as may be established by the Board therefor, shall be assessed to the Owners as Regular Assessments. The Association shall be entitled to satisfy the aforesaid duty to manage and care for roads either directly or by means of agreements or contracts with one or more Owners or service providers.

E. Duty to Manage and Care for Common Areas. The Association shall manage and maintain, care, maintain and repair all Common Areas, including all landscaping or other amenities or facilities located in the Common Areas. The cost of the aforesaid Association's maintenance, repair and replacement, as well as such reserve accounts as may be established by the Board therefor, shall be assessed to the Owners as Regular Assessments. The Association shall be entitled to satisfy the aforesaid duty to manage and care for Common Areas either directly or by means of agreements or contracts with one or more Owners or service providers

ARTICLE 6 - EASEMENTS

Section 6.1 Easement for Big Horn Court: The Declarant shall construct Big Horn Court, which shall be a private road, the use of which is dedicated to the Owners and their guests and invitees.

Section 6.2 Declarant's Reservation: If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement. The Association shall succeed to such right and authority upon the Transfer of Control Date. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

Section 6.3 Common Area Easements: In the interest of preserving the overall appearance and safety of the Property, the Association shall have the power to establish Rules and Regulations regarding the use of the Common Area.

ARTICLE 7 – ASSESSMENTS AND FEES

Section 7.1 Covenant to Pay Assessments: By acceptance of a deed to any Lot in the Subdivision each Owner of such Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including an Association Set-up Fee and all Regular, Special and Limited Unit Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument..

A. Assessment Constitutes Lien: Such Assessments and charges together with interest at a rate established by the Board, costs and reasonable attorneys fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the lot against which each such Assessment or charge is made.

B. Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owners personal obligation regardless of whether he remains an Owner.

Section 7.2 Uniformity of Assessments: Except as provided to the contrary elsewhere in this Declaration, Regular Assessments and Special Assessments shall be uniform as to all Owners who are subject to such Assessments.

Section 7.3 Regular Assessments: The Regular Assessments shall be made for the regular, ongoing expenses of the Association not incurred specifically for or as a result of the actions or inactions of any individual Owner, including but not necessarily limited to, the following regular expenses:

A. Repair, care, control and maintenance of Big Horn Court, all common areas and easements and all features, fixtures and facilities within Big Horn Court and such common areas and easements;

B. Repair and maintenance of Verita Road, as provided in Section 5.3, D and Exhibit B hereto;

C. Expenses of the management of the Association and its activities;

D. Taxes and special assessments upon the Association's real and personal property;

E. Premiums for all insurance which the Association is required or permitted to maintain;

F. Common services to Owners as approved by the Board;

G. Legal and accounting fees for the Association;

- H. Any deficit remaining from any previous assessment year; and,
- I. The creation of reasonable contingency reserves for any of the above expenses.

Section 7.4 Declarant's Obligations: Prior to the Transfer of Control Date, the Declarant shall have the following options regarding assessments on Lots owned by Declarant: Declarant may pay such assessments; or, Declarant shall be deemed to have met its obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the transfer of control, Declarant shall be subject to the Association's assessment on any Lots owned by Declarant, located within the Property, and made subject to the Association documents.

Section 7.5 Regular Assessment Procedure:

A. The Association's Board of Directors shall set the total annual Regular Assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e., to take effect on January 1st of the next assessment year). The budget shall take effect on January 1st of the assessment year to which it applies.

B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments shall be applicable to all Lots subject to Declarant's rights as aforesaid. Each owner shall become responsible for the Regular Assessment on a Lot as of the date the Lot is transferred to such Owner. The first annual Regular Assessment for each Owner shall be adjusted according to the number of months remaining in the year. Regular Assessments may, in the discretion of the Board, be made payable annually, quarterly or monthly.

Section 7.6 Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board may levy a Special Assessment sufficient to defray such additional expenses. After the Transfer of Control Date, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association which are present at a properly scheduled meeting of the Members or represented by proxy at such meeting. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

Section 7.7 Limited Unit Assessments: Notwithstanding the above provisions with respect to Regular and Special Assessments, and as is further provided in this Declaration, the Board may levy a Limited Unit Assessment against any Owner and the Owner's Lot for any of the purposes stated in this Declaration and as a remedy to reimburse the Association for costs and expenses incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration or any other of the Association Documents.

Section 7.8 Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year.

Section 7.9 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charged to be determined by the Board.

Section 7.10 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorneys fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. **Enforcement by Suit:** By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. **Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all

assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment on behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 7.9 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner,
3. The legal description of the Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Valley County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Lot.

Section 7.11 Association Set-up Fee: The Association may, in its discretion, collect a one-time Association Set-up Fee in an amount to be determined by the Board at the closing of the first sale or conveyance of a Lot by Declarant or a Successor Declarant to an unrelated third party. The Initial Set-up Fee shall be \$150.00.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.1 Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 8.2 Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and, thereafter, shall be automatically extended for successive periods of ten (10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 8.3 Amendment of the Declaration: Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting for such amendment or termination.

Section 8.4 Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least sixty-seven percent (67%) of those members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided:

A. The provisions of Section 3.1(A) may not be amended except by an affirmative vote of two-thirds of the Members of the Association.

B. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination; and,

C. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Membership and the approval, as required, by the City of McCall, in the same manner as would be required for an approval of a material change to the Plat for the Subdivision.

Section 8.5 Required Consent of Declarant to the Amendment: None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or

amended during the Period of Declarant's Beneficial Interest without the prior written consent of Declarant or Declarant's successor as identified in Section 8.2 above, which consent may be withheld by Declarant for any reason whatsoever. Any proposed amendment or repeal of any other provision of this Declaration (i.e., a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall, if proposed prior to the Transfer of Control Date, require the prior written consent of Declarant, or Declarant's aforesaid successor.

Section 8.6 Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 8.7 Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 8.8 Costs and Attorneys Fees: In any action or proceeding under the Association documents, the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

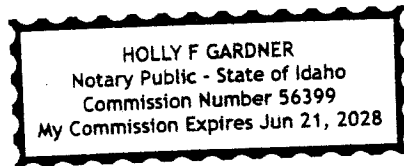
Section 8.9 Limitation of Liability: The Association, Board of Directors and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 8.10 Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 8.11 Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 8.12 Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 8.13 Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.



NOTARY PUBLIC FOR IDAHO
My Commission Expires: *June 21, 2028*

EXHIBIT A

Instrument # 438262
VALLEY COUNTY, CASCADE, IDAHO
3-11-2021 01:03:48 PM No. of Pages: 18
Recorded for : AmeriTitle - Cascade
DOUGLAS A. MILLER Fee: \$1.00
Ex-Officio Recorder Deputy
Index to: EASEMENT AF

Recording requested by
And when recorded return to:

GRANT OF NON-EXCLUSIVE EASEMENT

This Grant of Non-exclusive Easement ("Easement") is between Broken Ridge Commons Townhomes Inc. of PO Box 8362, Boise, ID 83707-2362 ("Grantor"), and Net Prophet, LLC of 146 E Chubbuck Rd. Ste. C, Chubbuck, ID 83202 ("Grantee").

Recitals

A. Grantor and Grantee own adjoining parcels of real property located near McCall, Idaho. Grantor's parcel is described in Exhibit A attached hereto and made a part hereof ("Grantor's Property") and Grantee's parcel is described in Exhibit B attached hereto and made a part hereof ("Grantee's Property").

B. Grantee desires, subject to the terms and conditions hereof, to grant an easement to Grantor in the location described in Exhibit C attached hereto and made a part hereof which is the same description as the existing road belonging to Grantor sometimes referred to as "Grantor's Private Drive".

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the foregoing recitals incorporated herein, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby quitclaims to Grantee a non-exclusive access easement over, on, across, and through the area described in Exhibit C attached hereto and made a part hereof which is also Grantor's Private Drive (the Easement covering all of the portions of Grantor's Private Drive) (hereinafter, the "Easement") for the sole purpose and scope of vehicular and pedestrian ingress and egress to and from Grantee's Property over the existing Grantor's Private Drive located on the land described in Exhibit C which is the subject of this Easement, to serve the residents on Grantee's Property and their respective guests, licensees, contractors, agents and invitees (collectively, "Grantee's Agents"). The Grantee, and its successors and assigns, may use the Easement solely for the purposes and scope described herein and the Easement shall be subject to all of the conditions hereof. It is acknowledged by the parties that Grantee may develop Grantee's Property which development shall be consistent with such rules, regulations and ordinances of the City of McCall, Idaho, as may from time to time be in effect but that the scope of this Easement shall be limited to serving the number of residential units allowed by the City of McCall for development of Grantee's Property as of the Effective Date (and the scope may not be increased beyond that number).

2. **Easement Obstructions.** No gate, fence, or other barrier shall be erected or permitted within the Easement that would prevent or obstruct the passage of pedestrian or vehicular travel along the Easement unless reasonably approved in writing by both parties. Grantor's Private Road shall in no event be altered or expanded without Grantor's prior written consent and Grantee shall not have any authority to undertake the same.

3. **Maintenance.** Grantor and Grantee shall equally bear the expenses of all maintenance, repair and replacement costs for the Easement (and Grantor's Private Drive) except that all expenses related to snow and/or ice removal, plowing and/or related expenses related to winter maintenance, including downed trees and lines due to winter conditions (collectively, "**Snow Removal Work**") shall be Grantee's sole responsibility and expense. The Grantor and Grantee shall meet with each other annually on an agreed upon date in June, beginning in 2021, to establish an annual maintenance budget consistent with the foregoing obligations and to assign primary responsibility among themselves for the completion of all such maintenance, repair and replacement except Snow Removal Work which shall be Grantee's sole responsibility. Each party shall be invoiced for its respective share of the maintenance expenses incurred and shall pay such invoices in immediately available funds within thirty (30) days after receipt. The obligations and responsibilities hereinabove stated may be assigned and assumed by the Grantor's and Grantee's respective owner associations without any prior approval from the other.

4. **Recording; Binding on Successors.** This Agreement shall be recorded in the official real property records of Valley County, Idaho, and shall run with the land and be binding upon and inure to the benefit of the successors and assigns of the Grantor and the Grantee, including their respective owner associations.

5. **Mutual Indemnification/Insurance.** Grantor and Grantee agree to indemnify, defend and hold each other and their successors, assigns, principals, members, managers, officers, directors, agents and related parties agents harmless from any and all claims, liability, losses, costs, charges, suits, actions, losses and expenses that arise from their or their agents and invitee's respective negligent use or occupancy of the Easement or Grantor's Private Road and/or any violation of the terms of this Easement. Grantor and Grantee, and their successors and assigns, shall at all times keep in full force and effect policies of general liability insurance in commercially reasonable amounts and form to insure each other against losses and casualties related to their, or their agents and invitee's respective use of the Easement and Grantor's Private Road. Upon demand each shall provide the other with evidence of the required insurance. The Grantor's and Grantee's insurance policies shall list the other and their respective lenders as additional insureds. No policy shall be cancelled or modified without prior written notice to Grantor and Grantee. All insurance policies shall include waiver of subrogation clauses reasonably acceptable to Grantor and Grantee.

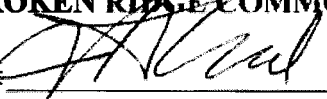
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements between them.

7. **Amendment.** This Agreement may be amended only by a written instrument signed by both parties and recorded in the Official Records of Valley County, Idaho.

8. **Remedies.** In the event of a breach hereunder by the Grantor or Grantee, or their respective successors and assigns, the non-breaching party shall have the right to seek actual damages, injunctive relief and/or a decree directing specific performance of this Easement if, after thirty (30) days following a written notice of default is sent to the defaulting party by certified mail, return receipt requested, the party in default does not cure the specified default, provided however that if more than 30 days is reasonably necessary for a cure, the defaulting party shall not be in default if such party commences the cure within such 30 day period and prosecutes the same to completion within a reasonable time frame. In any such suit, action or appeal therefrom, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and expenses.

"GRANTOR"

BROKEN RIDGE COMMONS TOWNHOMES INC.

By: 
Jeannette Newbold, President

Dated: 2/11/21

ATTEST:

By: 
Susan Kerr, Director

Dated: 2/11/21

"BUYER"

NET PROPHET, LLC

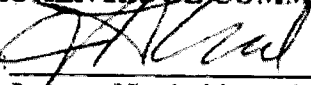
Chad Harding, Manager

Dated: _____

8. **Remedies.** In the event of a breach hereunder by the Grantor or Grantee, or their respective successors and assigns, the non-breaching party shall have the right to seek actual damages, injunctive relief and/or a decree directing specific performance of this Easement if, after thirty (30) days following a written notice of default is sent to the defaulting party by certified mail, return receipt requested, the party in default does not cure the specified default, provided however that if more than 30 days is reasonably necessary for a cure, the defaulting party shall not be in default if such party commences the cure within such 30 day period and prosecutes the same to completion within a reasonable time frame. In any such suit, action or appeal therefrom, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and expenses.

"GRANTOR"

BROKEN RIDGE COMMONS TOWNHOMES INC.

By: 
Jeddette Newbold, President

Dated: 2/11/21

ATTEST:

By: 
Susan Kerr, Director

Dated: 2/11/21

"BUYER"

NET PROPHET, LLC


Chad Harding, Manager

Dated: 2/11/21

EXHIBIT A
Grantor's Property

Lot 1 of Broken Ridge Commons Townhomes, according to the official plat thereof, filed in Book 13 of Plats at Page 44, and recorded as Instrument No. 413848, records of Valley County, Idaho.

Exhibit B
Grantee's Property

A parcel of land being a portion of the NE1/4 NE1/4, Section 18, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, reference Record of Survey Instrument No. 395233 as recorded in Book 13, at page 1, being more particularly described as follows:

Commencing at the NE1/16 corner of Section 18, T. 18N., R. 3E., B.M., being a brass disk in concrete CP&F #129365; thence, N. 0° 01' 23" E., on the subdivisional line of Section 18 a distance of 35.00 feet to a 5/8 inch rebar being on the northerly right of way of West Valley Road and the True Point of Beginning; thence, N. 0° 01' 23" E., on said subdivisional line a distance of 692.35 feet to an existing 5/8 inch rebar, being the southwest corner of Broken Ridge Subdivision as recorded in Book 9 at page 59 Instrument #288580; thence S. 89° 04' 00" E., on said southerly line of Broken Ridge Subdivision a distance of 65.58 feet to an existing 5/8 inch rebar being the PC; thence on a curve to the left on said Broken Ridge Subdivision, which curve has a radius of 35.00 feet, a delta angle of 90° 56' 11", a length of 55.55 feet and a long chord bears S. 45°27'55" W., a distance of 49.90 feet to an existing 5/8 inch rebar; thence S. 0° 00' 11" E., on said Broken Ridge Subdivision a distance of 94.44 feet to an existing 5/8 inch rebar; thence S. 89° 04' 00" E., on said Broken Ridge Subdivision a distance of 356.24 feet to an existing 5/8 inch rebar being on the westerly right of way of Verita Road and the PC; thence on a curve to the left on said westerly right of way, which curve has a radius of 150.00 feet, a delta angle of 19° 39' 39", a length of 51.47 feet and a long chord bears S. 12° 58' 28" W., a distance of 51.22 feet to an existing 5/8 inch rebar being the PT; thence S. 3° 09' 21" W., on said westerly right of way a distance of 251.27 feet to a 5/8 inch rebar; thence, N. 86° 08' 16" W., a distance of 125.09 feet to a 5/8 inch rebar; thence N. 88° 41' 49" W., a distance of 40.46 feet to a 5/8 inch rebar; thence S. 87° 08' 52" W., a distance of 165.99 feet to a 5/8 inch rebar; thence, S. 0° 01' 23" W., a distance of 221.22 feet to a 5/8 inch rebar being a PC; thence on a curve to the left, which curve has a radius of 35.00 feet, a delta angle of 90° 06' 18" a length of 55.04 feet and a long chord bears S. 45° 01' 47" E., a distance of 49.54 feet to a 5/8 inch rebar being on the northerly right of way of West Valley Road; thence, S. 89° 55' 04" W. on said right of way of West Valley Road a distance of 65.06 feet to the Point of Beginning.

Exhibit C
LEGAL DESCRIPTION FOR EASEMENT

PROPERTY DESCRIPTION
FOR
VERITA ROAD (PRIVATE)

A parcel identified as Verita Road (Private) identified on the plat of Amended Plat Showing Broken Ridge Commons Condo Instrument Number 332337 and Broken Ridge Commons Townhomes Instrument Number 413848, lying in the NE1/4 of the NE1/4 of Section 18, Township 18 North, Range 3 East, Boise Meridian, City of McCall, Valley County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the NE 1/16th corner of said Section 18; thence S.89°48'14"E., along the North 1/16th line of said Section 18, 479.99 feet; thence N.00°11'06"E. 35.09 feet to a 5/8 inch iron pin lying on the North Right of Way of West Valley Road, said iron pin being the POINT OF BEGINNING:

Thence N.89°48'54"W., along the North Right of Way of West Valley Road, 86.77 feet to a 5/8 inch iron pin, said iron pin marking the point of curve for;

Thence along a curve to the left a distance of 70.07 feet, said curve having a delta of 114°42'14", a radius 35.00 feet and a long chord of 58.94 feet that bears N.32°50'03"E. to a 5/8 inch iron pin marking the ending of said curve;

Thence N.24°31'00"W. 114.50 feet to a 5/8 inch iron pin, said pin marking the beginning point of a curve to the right;

Thence along said curve to the right, a distance of 89.07 feet, said curve having a delta of 27°56'26", a radius of 182.65 feet, and a long chord of 88.19 feet that bears N.10°32'49"W. to a 5/8 inch iron pin marking the ending of said curve;

Thence N.03°25'22"E. 265.72 feet to a 5/8 inch iron pin, said iron pin marking the beginning point of a curve to the right;

Thence along said curve to the right, a distance of 51.45 feet, said curve having a delta of 19°39'11", a radius of 150.00 feet, and a long chord of 51.20 feet that bears N.13°14'56"E. to a 5/8 inch iron pin marking the point of compound curvature for a curve to the right;

Thence along said curve to the right, a distance of 20.29 feet, said curve having a delta of 2°11'37", a radius of 530.00 feet, and a long chord of 20.29 feet that bears N.24°10'19"E. to a 5/8 inch iron pin marking the point of reverse curvature;

Thence along said curve to the left, a distance of 74.47 feet, said curve having a delta of $15^{\circ}48'08''$, a radius of 270.00 feet, and a long chord of 74.23 feet that bears $N.17^{\circ}30'10''E$ to a 5/8 inch iron pin marking the point of compound curvature;

Thence along said curve to the left a distance of 60.05 feet, said curve having a delta of $98^{\circ}18'03''$, a radius of 35.00 feet, and a long chord of 52.95 feet that bears $N.39^{\circ}35'49''W$. to a 5/8 inch iron pin marking the end of said curve;

Thence $S.88^{\circ}47'59''E$. 114.98 feet to a 5/8 inch iron pin marking the point of beginning of a curve to the left;

Thence along said curve to the left a distance of 31.41 feet, said curve having a delta of $89^{\circ}58'58''$, a radius of 20.00 feet, and a long chord of 28.28 feet which bears $S.45^{\circ}57'50''W$. to a 5/8 inch iron pin marking the end of said curve;

Thence $S.01^{\circ}34'36''W$ 14.97 feet to a 5/8 inch iron pin which marks the point of beginning of a curve to the right;

Thence along said curve to the right a distance of 13.97 feet, said curve having a delta of $8^{\circ}25'08''$, a radius of 95.09 feet, and a long chord of 13.96 feet which bears $S.05^{\circ}26'27''W$. to a 5/8 inch iron pin marking the point of compound curvature;

Thence along said curve to the right a distance of 90.82 feet, said curve having a delta of $15^{\circ}46'04''$, a radius of 330.00 feet, and a long chord of 90.53 feet which bears $S.17^{\circ}30'24''W$. to a 5/8 inch iron pin marking the point of reverse curvature;

Thence along said curve to the left a distance of 17.93 feet, said curve having a delta of $2^{\circ}11'08''$, a radius of 470.01 feet, and a long chord of 17.93 feet which bears $S.24^{\circ}10'05''W$. to a 5/8 inch iron pin marking the point of compound curvature;

Thence along said curve to the left a distance of 30.87 feet, said curve having a delta of $19^{\circ}39'11''$, a radius of 90.00 feet, and a long chord of 30.72 feet which bears $S.13^{\circ}14'56''W$. to a 5/8 inch iron pin marking the ending point of said curve;

Thence $S.03^{\circ}25'22''W$ 265.72 feet to a 5/8 inch iron pin mark the point of curvature for a curve to the left;

Thence along said curve to the left a distance of 59.81 feet, said curve having a delta of $27^{\circ}56'26''$, a radius of 122.65 feet, and a long chord of 59.22 feet which bears $S.10^{\circ}32'49''E$. to a 5/8 inch iron pin marking the end of said curve;

Thence S.24°31'00"E. 114.50 feet to a 5/8 inch iron pin marking the point of curvature for a curve to the right;

Thence along said curve to the right a distance of 40.96 feet; said curve having a delta of 24°42'17", a radius of 95.00 feet, and a long chord of 40.64 feet which bears S.12°09'55"E. to a 5/8 inch iron pin marking the point of reverse curvature;

Thence along said curve to the left a distance of 54.97 feet, said curve having a delta of 89°59'38", a radius of 35.00 feet, and a long chord of 49.49 feet which bears S44°49'01"E. to a 5/8 inch iron pin marking the end of said curve;

Thence N.89°48'53"W., along the North Right of Way of said West Valley Road, 43.23 feet to THE POINT OF BEGINNING.

