

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENT
FOR
ELK RIDGE

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR ELK RIDGE ("Master Declaration") is made as of this 10th day of June, 1999 by Cerberus, LLC, an Idaho limited liability company ("Declarant").

WHEREAS, Declarant intends to develop that certain real property located in Bonneville County, Idaho, more particularly described in Exhibit A attached hereto and made a part hereof ("Property"), the planned residential community to be known as "Elk Ridge" (as hereinafter defined); and

WHEREAS, Declarant desires to provide for the preservation of the values and uniform plan of development of Elk Ridge as such are hereby or as may be hereafter established, and to this end desires to subject the Property to the protective covenants, conditions, restrictions, reservations, regulations, burdens, liens, easements and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Property and each "Owner"; and

WHEREAS, Declarant has caused or will cause to be formed the "Association" which has or will join in this Master Declaration and to which there have been or will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Property; the enforcement of the covenants, conditions and restrictions contained herein; and the collection and disbursement of periodic dues and assessments.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth:

ARTICLE I

PLAN FOR DEVELOPMENT OF ELK RIDGE

1. Single Family Residence: All portions of the Property shall be subject to the use limitations, restrictions, easements, and other provisions, as may be set forth in this Master Declaration or any other Elk Ridge document as same are applicable to the Property. No "Lot" shall be used except for single-family residential purposes and related recreational uses. No trade, business or other type of commercial activity shall be conducted on or from any Lot except for the construction, development and sale of the Lots or portions thereof (including but not limited to, Residences constructed thereon). No building shall be erected upon any Lot other than one

single-family dwelling, one guest dwelling, one barn or similar structure for livestock purposes, one private garage and one shed or storage unit for the storage of recreational vehicles. No Improvement on any Lot shall exceed one story, as defined by applicable Bonneville County development ordinances, without the consent of the Architectural Review Committee ("Committee").

2. **Building Separations; Lot Boundary Line Set Backs:** All structures shall be set back a minimum of 125 feet from the property line adjacent to the principal road; 40 feet from any common shared lot line, and; 50 feet from any common shared rear-yard lot line. Provided however, the Owner of a Lot may construct the Residence within the rear yard and side yard set back boundary lines if the Owner is also the Owner of all or a portion of the abutting Lot and the plans for the Residence include all or a portion of the abutting Lot.
3. **Square Footage:** The minimum footprint coverage of the principal residence shall be 1,250 square feet. The footprint shall be defined as the area contained within the perimetrical boundaries created by the downward projection of the structure's outermost walls to ground level. The footprint shall not include porches, patios, balconies, garages and other non-habitable structures attached to the residence. If a principal residence is two-stories, to be approved by the Committee, the minimum footprint coverage of the first floor shall be 1,000 square feet and the second-story minimum footprint coverage shall be 500 square feet.
4. **Construction of Residences by Owners:** Each Owner agrees, that upon approval of the proposed Residence on the Lot by the Committee and all appropriate governmental authorities, if any are required, to commence and complete the Residence as soon as reasonably possible in a good and workmanlike manner. Once Owner commences construction, Owner shall diligently pursue such construction to completion, but in all events covenants to substantially complete same as evidenced by a certificate of occupancy within 12 months from commencement of construction. Further, extension of the time in which completion of construction is required may be extended in writing by Declarant or the Association upon good cause shown by the Owner requesting the extension. Commencement of construction shall be evidenced by the clearing of the building pad.
5. **Leasing:** No Lot, nor any structure erected thereon, may be rented for any time for any time period less than ninety (90) days and only one time per calendar year.
6. **Litter: Maintenance of Property:** In order to preserve the beauty of Elk Ridge, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon the Property, except in closed containers. All containers shall be kept in a clean condition with no noxious or offensive odors emanating therefrom. The Property and Improvements thereon shall be kept in a good, safe, clean and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to remain anywhere thereon. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any Residential Lot during the period of construction of Residences or other Improvements upon the Property. During construction of a Residence or other Improvements upon any portion of the Property, the Owner thereof shall be required to maintain the Property in a clean condition and, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, rubbish, or refuse must be

removed from the Property no later than thirty (30) days after the completion of the Improvement, as evidenced by the issuance of a certificate of occupancy, if applicable.

7. Subdivision and Partition: No lot shall be subdivided without the Declarant's prior written consent. In connection with the foregoing, any Lot which is subdivided or partitioned shall only be conveyed to the Owners of the immediately adjacent Lot.
8. Casualty Destruction to Improvements: In the event a Residence and or other Improvement(s) upon a Residential Lot is damaged or destroyed by casualty, hazard or other loss, then the Owner(s) thereof and/or the parties responsible for the maintenance thereof shall be obligated to rebuild or repair the damaged Residence or Improvement(s) upon obtaining the Committee's approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the Residence or Improvement(s) will not be replaced or repaired, promptly clear the damaged Residence or Improvement(s) and grass over such Residential Lot in a sightly manner within one hundred eighty (180) days from the date of such casualty, hazard or other loss.
9. Livestock and Pets: No pigs or fowl, or cattle of any kind shall be kept, raised or used on any Residential Lot. Horses and mules are allowed for recreational riding only and shall be restricted to one animal per acre (no storing or riding or pack animals for guides or outfitters). Dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purpose. No dog, cat or other animal shall be kept if it creates a nuisance. No animal shall be permitted on any Lot unless such animal be confined to such Lot by barn, corral, fence, hobble, tether, leash or similar constraint and confinement so as not to trespass on any other Residential Lot. The owner of any Lot from which such animal trespasses on to any other Lot shall be strictly liable for any damages caused thereby. In addition, an Owner, by the purchase of a Lot, agrees to indemnify the Declarant and the Association and hold them harmless against loss or liability of any kind arising from said Owner or his or her lessee having any animal in Elk Ridge.
10. Prohibited Structures: No structure of a temporary character including, but not limited to, any trailer, tent, shack, camper or other outbuilding shall be parked or erected on the Property without the prior written consent of the Committee or Declarant.
11. Nuisances: Subject to reasonable construction activities, no obnoxious, illegal or offensive activities shall be conducted on the Lots. The Lots shall not be maintained so as to become a nuisance or annoyance to the community. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any portion of the Residential Lots an annoyance or nuisance of any kind to the residents of Elk Ridge. The term "annoyance or nuisance" shall include, but is not limited to, the open storage of trucks, automobiles, boats, trailers, campers, machinery and other forms of bulk storage not normally associated with the residential use of the property, unshielded exterior lighting which interferes with other residences' enjoyment of the nighttime environment, and consistent use of ATV's, motorcycles or snowmobiles on a Lot or other consistent and lengthy use of machinery or other noisy apparatuses. No inoperable vehicle or machinery of any kind shall be stored on any Lot outside of any structure approved by the Design Review Committee.

12. Signs: No sign, advertisement or notice of any type shall be displayed to public view on any Lot or on any Improvement; provided, however, a name and address sign of not more than one and one-half feet (1 ½) square feet in size may be displayed to public view on a Lot or Residence. In addition, a standard residential real estate sign shall be allowed for all re-sales.
13. Fences: Road frontage fencing shall be of all pine poles of 4 buck rail construction. Lot owners shall be responsible for the maintenance and upkeep of any fencing erected within the confines of any Lot.
14. Easements: Easements for the installation of utilities, irrigation and drainage facilities are shown on the recorded plat.
15. Improvements: All Improvements placed upon the Lots shall comply with the code of ordinances of Bonneville County and all other governmental requirements.
16. Exterior Antennae, Aerials, Receiving Dishes, Solar Collector Panels: There shall be no exterior antennae, aerials or receiving dishes upon any portion of the Lots, except satellite dishes 18 inches or smaller may be used on or from a Lot provided they are not visible from a common roadway. No solar reflector panels shall be installed on any Residence unless the location, design and appearance thereof has been approved in writing by the Committee or Declarant.
17. Storage: Boats, campers, trailers, ATV's, motorcycles, machinery and similar items, are to be stored in structures to be approved by the Design Review Committee.
18. Motorbikes, ATV's, Snowmobile Restrictions: No ATV, motorbike or snowmobile course shall be erected or permitted on any Lot. In addition, the roadways servicing the development cannot be used consistently by said vehicles as a track or course.
19. Term: This Master Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for Assessment shall run with and bind all portions of the Property and inure to the benefit of Declarant, the Association, Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of thirty years (30) from the date of recording of this Master Declaration among the Public Records of Bonneville County or successor county, after which time this Master Declaration shall be automatically extended for successive periods of ten years (10) each unless at least one year (1) prior to the termination of such thirty (30) year term or any such ten (10) year extension there is recorded among the Public Records of Bonneville County, an instrument signed by the owners of at least two-thirds (2/3) of all Lots contained within the Property, agreeing to change said Master Declaration in whole or in part.
20. Landscaping: Upon the completion of a principal residence, the Lot owner must plant at least fifteen (15) trees (which shall not be new growth trees or saplings) of which eight (8) must be conifers.

21. **Enforcement:** The covenants and restrictions herein contained or contained in any of the Elk Ridge Documents may be enforced by Declarant, the Association, and any Owner in any judicial proceeding seeking any remedy recognizable by law or in equity including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party thereafter to enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all reasonable costs thereof, including, but not limited to, Attorney's Fees.
22. **Roads & Road Maintenance:** All roads shall be privately maintained by the Lot owners. Lot owners shall be assessed on a per lot basis for road maintenance and snow removal. A road maintenance and snow removal agreement shall be entered into by the Association when established and prior to establishment of the Association by Declarant.
23. **Severability:** In the event any of the provisions of this Master Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any other provisions hereof, which shall remain in full force and effect and any provisions deemed invalid by a court of competent jurisdiction shall be deemed limited to the maximum term and scope permitted by law.

ARTICLE II

DESIGN REVIEW COMMITTEE

1. **Design Review Committee:** In order to preserve the values and provide for the slightly appearance of Elk Ridge, the design review and control functions of Declarant and Association herein set forth shall be administered and be performed by the Committee which shall be established as follows:

A. **The Committee:** Initially, the Committee shall consist of R. Christopher Ott and Richard I. Clayton, Jr. Declarant shall retain the power to replace such designees and may in its sole discretion increase the number of members on the Committee. Upon the resignation or replacement of any member of the Committee, the Board shall place or cause to be placed in the books of the Association a notice of such resignation or replacement hereof together with a notice of appointment as to the successor of the departing Committee member both of which will shall be signed by the Declarant or its assignee pursuant to subparagraph (1) hereof.

- (1) For so long as Declarant is entitled to select members of the Committee, Declarant may, at Declarant's sole discretion and for

such period as Declarant may determine, assign said right to a management or other non-Declarant entity.

- (2) Notwithstanding anything herein to the contrary, at such time as the Turnover Date has occurred or when Declarant voluntarily so elects, whichever shall first occur ("Committee Turnover Date"), Declarant shall assign to the Association the right to appoint members of the Committee whereupon the Board shall thereafter appoint members of the Committee.

B. Committee Action: A majority of the members of the Committee may designate a member of the Committee to act for it subject to approval of Declarant or Board, as the case may be. Approval or disapproval by a majority of the members of the Committee shall constitute the official approval or disapproval of the Committee. In the event of death or resignation or removal by Declarant of any member of the Committee prior to the assignment of any of Declarant's right to appoint Committee members pursuant to A(1) hereinabove, Declarant shall have the full authority to designate a successor.

C. Requirement of Committee Approval: No improvements of any kind shall be made without a prior written approval of the Committee. No platting, architectural, landscaping, engineering or site plan pertaining to the development of any Lots or any Improvements within the Property ("Development Plans") shall be effectuated without the prior written approval of the Committee, except by Declarant.

D. Method of Obtaining Committee Approval: In order to obtain approval of the Committee, two (2) complete sets of plans and specifications ("Plans") for proposed construction shall be submitted to the Committee for its review. The Plans shall include, as appropriate, the proposed location, grade, lot grading and drainage, elevations, shape, dimensions, exterior color plans, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed Plans. The Committee shall review and approve or disapprove the proposed Plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the Property as a whole. No prefabricated or metal siding homes shall be allowed.

E. Approval or Disapproval by the Committee: The Committee shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Board and to each respective Owner submitting same. In the event the Committee fails to approve or disapprove in writing any Plans fifteen (15) days after submission to the Committee of the Plans then said Plans shall be deemed to have been approved by the Committee. All construction and landscaping shall be done in accordance with the Plans approved by the committee, unless a derivation therefrom has been approved in writing by the Committee. In the event the Committee disapproves any Plans submitted to it

('Disapproval'), then in such event, the committee shall notify said Owner in writing of such Disapproval and the reasons therefor. Said Owner may thereafter resubmit the Plans for reconsideration to the board, within thirty (30) days of Disapproval by submitting to the Board a copy of the Plans accompanied with a written statement setting forth the grounds for appeal. If not appealed to the Board within said thirty (30) day period, such Disapproval shall be final and binding upon all the parties concerned therewith. In no event shall any improvement be erected or be allowed to remain which violates any conditions or restrictions contained in the Master Declaration, any other Elk Ridge document or any applicable zoning or building ordinance or regulation.

F. Enforcement: There is specifically reserved unto the Committee the right of entry and inspection upon any Lot for the purpose of determination whether there exists any construction of any Improvement which violates the terms of any approval by the Committee or the terms of this Master Declaration or any of any other covenants, conditions, and restrictions to which the deed associated with such Lot or other instrument of conveyance makes reference. The Committee is specifically empowered to enforce the provisions of this Master Declaration by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine propriety of any constructed Improvement, or to remove any unapproved Improvements. The prevailing party in such litigation shall be entitled to recover all reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including Attorney's Fees incurred by the virtue of any member of the Committee's service as a member of the Committee.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF THE ASSOCIATION

1. Membership: The members of the Association shall be comprised of the "Initial Member" and the "Owner Members" (the "Initial Member" and Owner Members" are hereinafter sometimes collectively referred to as "Members"). The rights of the Members regarding voting, corporate meetings, notices, etc., shall be as set forth in the Articles and Bylaws. If the Owner Member is a corporation, partnership or other type of entity other than a natural person, such entity shall designate in writing a natural person who will have all the rights of an Owner Member for voting purposes. Each Owner of a Lot is a Member of the Association. Membership in the Association is appurtenant to ownership of a Lot and cannot otherwise be transferred, conveyed or assigned separately from the Lot.

2. Board: The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

3. Services: The Association may perform any of the following services:

A. Provide for maintenance of the roads, including, but not limited to, repairs and snow removal, as well as landscaping and maintenance of public or privately dedicated rights-of-way. The Association shall adopt and may amend and/or supplement standards of maintenance and operation applicable

to the Property which is the maintenance responsibility of an entity or person other than Declarant to assure that such maintenance responsibilities are carried forth in a manner so as to maintain the beauty and aesthetic quality of Elk Ridge as established by the Declarant.

- B. Provide for a comprehensive weed removal and weed control program for the Property and areas of publicly or privately dedicated right-of-ways. All costs shall be paid on a pro rata basis according to acreage.
- C. Take any and all actions the Board deems necessary to enforce all covenants, conditions and restrictions affecting any part of the Property and to perform any of the functions or services delegated to the Association in any of the Elk Ridge Documents.
- D. Publish and enforce, as the Association deems necessary, the Rules.

4. Dues and Assessments: The homeowners association established, or to be established, is authorized to establish annual dues and to impose periodic assessments. The non-payment of dues or assessments may result in a lien being placed on the offending property owners Lot.

ARTICLE IV

DEFINITIONS

The following words and phrases when used in this Master Declaration (unless the context clearly reflects another meaning) shall have the following meanings:

- 1. "Articles" mean the Articles of Incorporation of the Association.
- 2. "Association" means Elk Ridge Community Association, Inc., an Idaho corporation not for profit, responsible for governing Elk Ridge pursuant to the Elk Ridge Documents. This corporation will be set up at the discretion of the Declarant but no later than the Turnover Date as defined herein.
- 3. "Attorneys Fees" mean (a) reasonable fees for attorney and paralegal services incurred in connection with the enforcement of this Master Declaration and the documents referred to therein, including, but not limited to, negotiation and preparation for litigation, whether or not an action is actually commenced, through and including all trial costs of collections and assessments; and, (b) court costs through and including all trial and appellate levels and post-judgement proceedings.
- 4. "Board" means the Board of Directors of the Association.
- 5. "Bylaws" means the Bylaws of the Association.
- 6. "Declarant" means Cerberus, LLC, an Idaho limited liability company, and any successors, grantees or assigns to whom Declarant shall specifically transfer or

assign all or certain of its rights under this Master Declaration. Any subsequent declarant shall not be liable for the default or obligation of any prior declarant, except as same may be expressly assumed by the subsequent declarant.

7. "Elk Ridge" means the residential community known as "Elk Ridge" planned or to be planned for development upon the "Property" as more fully described in Exhibit A attached hereto.
8. "Elk Ridge Declaration" means that certain Elk Ridge Declaration of Restrictive Covenants, as amended from time to time, which shall be recorded in the Official Records of Bonneville County, Idaho.
9. "Elk Ridge Documents" mean, in aggregate, this Master Declaration, the Plat, all re-plats thereof, the Articles, the Bylaws, the Rules, and all of the instruments and documents referred to therein or referred to herein including, but not limited to, amendments to any of the foregoing, as applicable.
10. "Improvement" means any Residence, building, structure or improvement of any kind.
11. "Lot" means one of those certain lots as depicted on the Plat or any subsequent plats or re-plats of the Property thereof.
12. "Master Declaration" means this instrument and any all amendments thereto.
13. "Owner" means the owner of the fee simple title to a Lot and includes Declarant for so long as it is owner of the fee simple title to any Lot or Property.
14. "Plat" means the Plat of Elk Ridge and any partial or total re-plats thereof filed for record in the Public Records of Bonneville County, Idaho in the manner required by law.
15. "Property" means the real property located in Bonneville County, Idaho, more particularly described in Exhibit A, attached hereto and made a part hereof, which is committed to the provisions of this Master Declaration; and those portions of real property which may hereafter become Property pursuant to the recordation of one or more Supplemental Declarations among the Public Records of Bonneville County, Idaho.
16. "Residence" means any residential dwelling unit intended as an abode for one family which is constructed on a Lot.
17. "Rules" means collectively the rules and regulations which the Board may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use and enjoyment of the Property and provided that no such Rules so promulgated shall be in conflict with the provisions of this Master Declaration, or any other Elk Ridge Document.
18. "Turnover Date" shall be three (3) months subsequent to the happening of any of the following events, whichever shall occur first:

1. Declarant has conveyed seventy five (75%) of the Property.

2. The date on which Declarant, within its sole discretion, notifies the Association in writing that the Declarant is relinquishing its right to appoint Directors to the Association Board.

The undersigned, being the sole owner of the land more fully described in Exhibit A attached hereto, does hereby ratify and approve the above Declaration of Protective Covenants, Restrictions, and Easements and consents to be bound thereby.

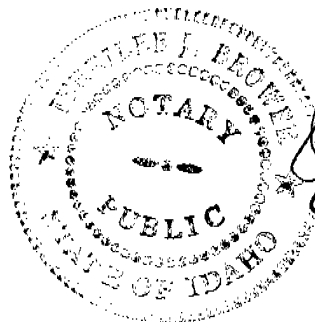
DATED this 10th day of June, 19 99.

Cerberus, LLC,
an Idaho limited liability company

By: 
R. Christopher Ott, Manager

STATE OF Idaho)
: ss.
COUNTY OF Teton)

On this 10th day of June, 19 99, personally appeared before me R. Christopher Ott, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Terrence J. Brower
Comm. Exp. 2.27.04

LEGAL DESCRIPTION OF PROPERTY

Tract I:

Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho.
Section 15: SW $\frac{1}{4}$ of the NW $\frac{1}{4}$

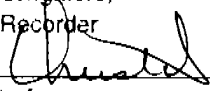
Tract II:

Township 1 North, Range 44, East of Boise Meridian, Bonneville County, Idaho.
Section 15: NE $\frac{1}{4}$; N $\frac{1}{2}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; SE $\frac{1}{4}$

Tract III:

Beginning at the Southwest Corner of Section 10, Township 1 North, Range 44 East of the Boise Meridian, Bonneville County, Idaho, running thence North along the Section line 50.00 feet; thence east, parallel with the South line of said Section 10, a distance of 60.00 feet; thence South parallel with the West line of said Section 10, a distance of 50.00 feet to the South line of said Section; thence West 60.00 feet to the point of beginning.

EXHIBIT A TO
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
ELK RIDGE

INSTRUMENT NO.	999271
DATE	6-11-99
INST. CODE	927
IMAGED PGS	11
FEE	3300
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Recorder	
By	 Deputy
Request of	

**AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS AND
RESTRICTIONS FOR
ELK RIDGE DIVISION NO. 1**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS AND EASEMENT FOR ELK RIDGE DIVISION NO. 1 (this "Amendment") is executed this 3rd day of ~~November~~ ^{December}, 2002, by CERBERUS, LLC, an Idaho limited liability company ("Declarant").

A. Declarant has caused to be platted the following described real property located in Bonneville County, Idaho (Elk Ridge Division No. 1):

Lots 1 through 10, Block 1, Lots 1 through 17,
Block 2 and Lot 1, Block 3, Elk Ridge Division
No. 1, Bonneville County, Idaho, according to
the recorded plat thereof.

B. Declarant has also caused to be recorded that certain Declaration of Protective Covenants, Restrictions and Easement for Elk Ridge, dated June 10, 1999, and recorded June 11, 1999, as Instrument No. 999271 with the County Recorder of Bonneville County, Idaho (the "Declaration").

C. Declarant desires to amend the Declaration with respect to the matters set forth below in this Amendment.

Article I, Item 9 is hereby amended to read:

Livestock and Pets: No pigs or fowl, or cattle of any kind other than those used exclusively for 4-H projects shall be kept, raised or used on any Residential Lot. Horses and mules are allowed for recreational riding only and shall be restricted to one animal per acre (no storing or riding or pack animals for guides or outfitters). Dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purpose. No dog, cat or other animal shall be kept if it creates a nuisance. No animal shall be permitted on any Lot unless such animal be confined to such Lot by barn, corral, fence, hobble, tether, leash or similar constraint and confinement so

as not to trespass on any other Residential Lot. The owner of any Lot from which such animal trespasses on to any other Lot shall be strictly liable for any damages caused thereby. In addition, an Owner, by the purchase of a Lot, agrees to indemnify the Declarant and the Association and hold them harmless against loss or liability of any kind arising from said Owner or his or her lessee having any animal in Elk Ridge.

The undersigned, does hereby ratify and approve the above Amendment to Declaration of Protective Covenants, Restrictions and Easement for Elk Ridge and consents to be bound thereby.

Dated this 3rd day of December, 2002

Cerberus, LLC,
An Idaho Limited Liability Company



State of

County of

On this 4th day of December, 2002, before me a Notary Public, personally appeared R. Christopher Ott, known or identified to me to be the manager of the limited liability company of Cerberus, LLC, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability name.

INSTRUMENT NO.	<u>1096906</u>
DATE	<u>12-6-02</u>
INST. CODE	<u>100</u>
IMAGED PGS	<u>2</u>
FEE	<u>6.00</u>
STATE OF IDAHO COUNTY OF BONNEVILLE) ss I hereby certify that the within instrument was recorded. Ronald Longmore, County Recorder By <u>M. Gilling</u> Deputy Request of	

Patricia D. Ashurst
Notary Public
Comm. Expires: April 25, 2003



Patricia D. Ashurst
Commission # CC 829429
Expires Apr. 25, 2003
Bonded Thru
Atlantic Bonding Co., Inc.