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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR IRON RIM RANCH, BONNEVILLE COUNTY, IDAHO**

THIS DECLARATION is made as of the 5th day of April, 2006, by IRON RIM RANCH, LLC, an Idaho limited liability company, as Declarant.

RECITALS:

- A. Declarant is the owner of certain real property located in Bonneville County, Idaho, which is generally described as Iron Rim Ranch.
- B. The Property contains high scenic and natural values, and Declarant is adopting these covenants, conditions and restrictions to preserve and maintain the character and value of the Property for the benefit of all existing future owners of the Property, in conjunction with the residential development of the Property, as a first class residential real estate project.
- C. The Property is hereby made subject to the covenants, conditions, restrictions, reservations, assessments, charges and liens contained or provided for in this Declaration, all of which shall be enforceable equitable servitudes and shall run with the land.
- D. The Property shall generally be known as "Iron Rim Ranch", and by such other or additional names as may be designated by Declarant from time to time.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, transferred, used and occupied subject to the provisions of this Declaration, including the covenants, restrictions, reservations, assessments, regulations, charges and liens contained or provided for herein, which are for the purpose of protecting the value and desirability of the Property as a first-class residential real estate project, and which shall be construed as covenants of equitable servitude and shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean Iron Rim Ranch Homeowners Association, Inc., an Idaho nonprofit corporation, and its successors and assigns.

Section 2. "Property" shall mean the real property located in Bonneville County, Idaho, particularly described on Exhibit A attached hereto. In addition, "Property" shall

mean all additional real property which may be annexed in accordance with the procedure set forth in Article XVI herein.

Section 3. "Lot" shall refer to each of Parcel 1, Parcel 3, and Parcel 4 described on Exhibit A attached hereto and each such parcel shall constitute one (1) Lot. It is anticipated that additional parcels of various shapes and sizes will be annexed in accordance with the procedures set forth in Article XVI set forth herein and each of such parcels shall also constitute a "Lot".

Section 4. "Owner" or "Ownership" shall mean the record owner, whether one or more persons and/or entities, of a fee simple title to each Lot, including contract buyers of record, but excluding mortgagees, contract sellers or others having such interest merely as security for the performance of an obligation unless and until said mortgagee or other holder of a security interest has acquired title to a Lot which is part of the Property pursuant to forfeiture, foreclosure or a proceeding in lieu thereof. An "Owner" shall mean all of the owners of a particular Lot collectively and shall be jointly regarded as a single Owner for purposes of this Declaration. Any owner of an equity interest of record in a Lot, and any partner, officer or shareholder of an entity which is an Owner of record, may be treated by the Association as the representative of all the Ownership of such Lot for purposes of giving notices, voting and other matters.

Section 5. "Members" shall mean the Owners, as described in Article II hereof.

Section 6. "Declarant" shall mean Iron Rim Ranch, LLC, an Idaho limited liability company, and its successors and assigns. Declarant shall specifically include any party designated by Iron Rim Ranch, LLC as a successor in interest to all of the rights and privileges granted herein to Iron Rim Ranch, LLC.

Section 7. "Management Committee" shall mean the Board of Directors of the Association, as described in the articles of incorporation and by-laws of the Association and in this Declaration.

Section 8. "Common Areas" shall mean any real property (including walkways, lighting facilities, easements and improvements) acquired by the Association for the common use and enjoyment of all the Members of the Association. Generally, all utility pipes, lines or systems, roads and streets, walkways, custodial and maintenance buildings and other similar improvements owned by the Association shall be deemed to be Common Areas and operated and maintained as such up to the point, if applicable, where the improvement or facility borders upon a Lot.

ARTICLE II THE ASSOCIATION

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot, and Ownership of a Lot shall be the sole qualification for Membership. Each Ownership shall constitute one (1) Member.

Section 2. Voting. Voting by Members of the Association upon any matter allowing or requiring a vote of Members shall be as follows: If an Owner includes more than one (1) person and/or entity, the vote for said Member shall be cast in such manner as the persons and/or entities constituting the same shall determine, but the decision of the Management Committee as to the authority conferred upon one (1) or more Owners or other representatives by the Ownership in casting the one (1) vote of the Ownership shall be conclusive and binding.

2.1 Class A. Class A members shall be the Owners, with the exception of Declarant, and shall be entitled to one (1) vote for each Lot owned.

2.2 Class B. The Class B member shall be Declarant. Upon the recording hereof, Declarant shall be entitled to two (2) votes for each Lot owned by Declarant.

Section 3. Management Committee.

3.1 The administration of the Property on behalf of the Association shall be conducted by a board of directors, which is referred to herein as the Management Committee.

3.2 The members of the Management Committee shall receive no compensation for their services, other than reimbursement of expenses, unless expressly approved by a majority of a quorum of the Association; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; and reasonable compensation may be provided without approval of the Association to Management Committee Members during the first thirty-six (36) months following the recording date of this Declaration.

3.3 The Management Committee, for the benefit of the Property and the Association, shall manage the business, property and affairs of the Association and shall enforce the provisions of this Declaration, and may adopt rules and regulations (including without limitation schedules of fines for violations) governing the Property. The Management Committee shall have the powers, duties and responsibilities with respect to the

Property as contained in Article III hereof and the other provisions of this Declaration and its articles of incorporation and by-laws, as well as any other applicable law.

3.4 Notwithstanding anything herein to the contrary, during the first seven (7) years following the recording of this Declaration or as long as Declarant is the Owner of at least twenty percent (20%) of any Lots for which the Owner of such Lots qualifies as a Member of the Association, Declarant shall have the option to increase or decrease the number of persons on the Management Committee and to appoint and remove all members of the Management Committee, to appoint and remove all officers of the Association, and to exercise the powers and responsibilities otherwise assigned by the Declaration to the Association. Declarant shall have the option at any time, by an express written declaration, to turn over to the Association the total responsibility for electing and removing members of the Management Committee and the officers. No term of office of a Management Committee member or an Association officer or agent shall expire or otherwise be affected by the expiration of such period during which Declarant may control the Association, and if the number of Management Committee members shall be less than three (3) at the end of such period, the vacancies may be filled in accordance with the Bylaws of the Association.

3.5 Regular or special meetings of the Management Committee shall be held at such places within or without the State of Idaho as all members of the Management Committee shall determine. Otherwise, meetings shall be held at the Property. A simply majority of the members of the Management Committee shall constitute a quorum, and if a quorum is present, unless otherwise required by law or this Declaration, the decision of a majority of the members in attendance at any Management Committee meeting shall be binding on the Management Committee. The Management Committee shall appoint all of the officers of the Association. A meeting for the appointment of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.

3.6 Regular meetings of the Management Committee may be held without call or notice; provided, however, that if the meeting is to be held at a place other than as decided at the annual meeting each year, at least ten (10) days prior notice shall be given to all Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice of the time and place thereof by any usual means of communication. Such notice should specify the general purposes for which the meeting is called.

3.7 Special meetings of the Management Committee may be called by the president of the Association or by any two (2) Management Committee members.

3.8 Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of notice to the member. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except when a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

Section 4. Meetings of the Association.

4.1 The presence in person or by proxy at any meeting of the Association of at least twenty-five percent (25%) of the Owners shall constitute a quorum. In the event that such quorum is not present in person or by proxy, the meeting shall be adjourned for up to two (2) weeks as designated by the chairman presiding at the meeting, at which time it shall reconvene and any number of Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided in the Declaration, any action may be taken at any meeting of the Owners upon a vote of a majority interest of the Owners who are present in person or by proxy.

4.2 At all meetings of the Association, Owners may vote in person or by proxy executed in writing by the Owner or their duly authorized attorney in fact. Proxies shall be filed with the secretary of the Management Committee before or at the time of the meeting.

4.3 There shall be an annual meeting of the Association each year as set by the Management Committee, either at the Property or at such other place as may be designated by the Management Committee. The Management Committee shall give written notice of the time and place of the annual meeting, said notice to be delivered to the Members not less than ten (10) days prior to the date fixed for said meeting.

4.4 Special meetings of the Association may be held at any time at the Property or at some other place to consider matters which, by the terms of this Declaration, law, or the by-laws, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Management Committee, or by Members representing at least twenty percent (20%) in interest of all Owners and delivered to all Members not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

Section 5. Officers.

5.1 The Management Committee shall perform its functions and responsibilities through those members of the Management Committee who are elected as officers annually by the Management Committee, and through such agents or employees as the Management Committee may appoint. The primary officers shall consist of a president, a secretary, and a treasurer. The offices of secretary and treasurer may be combined as one (1) office. The Management Committee may appoint such assistant officers as the Management Committee may deem to be necessary or desirable. No officer shall receive compensation for serving as such unless a majority in interest of a quorum of the members of the Management Committee vote otherwise.

5.2 Any officer shall be subject to removal, with or without cause, at any time by the affirmative vote of a majority of the members of the Management Committee then serving.

Section 6. Other Matters. The Association may adopt by-laws containing more detailed provisions governing the internal affairs of the Association, to the extent the Management Committee deems such by-laws to be consistent with this Declaration.

ARTICLE III STATUS OF OWNERS; MANAGEMENT COMMITTEE

Section 1. Legal Status. The Owners do not constitute an association or entity of any kind, and the sole legal entity created hereunder is the Association. The name of the Association shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in and disposed of, bank accounts shall be opened and suit shall be brought and defended by the Association, the Management Committee or officers thereof on behalf of and as agents for the Owners in the manner specified in this Declaration, the articles of incorporation, the by-laws, or by applicable law.

Section 2. Management of Association. The business, property and affairs of the Association shall be managed by a Management Committee as provided in this Declaration and its articles of incorporation and by-laws.

Section 3. Powers and Duties of Management Committee. The Management Committee, acting on behalf of the Association; shall have all the powers, duties and responsibilities which are now or may hereafter be provided by this Declaration, including but not limited to the following:

3.1 To make and enforce all administrative rules and regulations covering the operation and maintenance of the Property.

3.2 To engage the services of a manager or managing company, accountants, attorneys or other employees or agents and to pay said persons a reasonable compensation for their services.

3.3 To operate, maintain, repair, improve and replace the Common Areas, including the entering into of agreements for use and maintenance of the Common Areas and adjacent contiguous property for the benefit of the Association.

3.4 To determine and pay Common Expenses and other expenses of the Association.

3.5 To assess and collect the proportionate shares of Common Expenses and other applicable expenses from the Owners.

3.6 To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

3.7 To open bank accounts on behalf of the Association and to designate the signatures thereof.

3.8 To purchase, hold, sell, convey, mortgage, or lease any one (1) or more Lots in the name of the Association or its designee.

3.9 To bring, prosecute and settle litigation for itself, the Association and the Property.

3.10 To obtain insurance for the Association with respect to the Common Areas, and for the Association's officers, directors and employees, as well as workmen's compensation insurance as needed.

3.11 To repair or restore the Common Areas and any property owned by the Association following damage or destruction or a permanent taking by a power in the nature of eminent domain or by an action or deed in lieu of condemnation.

3.12 To own, purchase or lease, hold, sell or otherwise dispose of on behalf of the Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and in the operation of the Common Areas and any property owned by the Association.

3.13 To keep adequate books and records, which will be available to the Owners for inspection on a reasonable basis.

3.14 To make and enforce rules and regulations pertaining to the usage of the Common Areas. Declarant or the Association shall have the right and authority to grant access easements across the Common Areas to Lot Owners in order to provide access to Lots across the Common Areas.

3.15 To do all other acts necessary for the administration, operation and maintenance of the Common Areas and any property owned by the Association, including the maintenance and repair of any improvements on the Common Areas if the same is necessary or desirable to protect or preserve the Common Areas and any property owned by the Association.

Section 4. Delegation of Powers. The Management Committee may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in Section 3 above except: the final determination of common expenses, budgets, and assessments based thereon; the promulgation of rules and regulations; the power to purchase, hold, sell, convey, mortgage, or lease any property in the name of the Association; or any other power, duty or responsibility nondelegable by law.

Section 5. Limited Liability of Management Committee, etc. Members of the Management Committee and their officers, assistant officers, agents and employees: (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, except for their own willful misconduct or bad faith; (iv) shall have no personal liability arising out of the use, misuse or condition of the Property which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

Section 6. Indemnification. The Association hereby indemnifies and holds harmless any person, their heirs and personal representatives from and against all personal liability and all expenses, including attorney's fees, incurred or imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one (1) or more Owners or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he or she was a member of the Management Committee or an officer or assistant officer, member, attorney or manager of the Association, other than to the extent, if any, such liability or expense shall be attributable to his willful misconduct or bad

faith; provided, further that in the case of any settlement that the Management Committee shall have approved, the indemnification shall apply only when the Management Committee approves the settlement as being in the best interests of the Association. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Owners or of the Management Committee or otherwise. The indemnification by the Owners as contained herein shall be paid by the Management Committee on behalf of the Owners and shall constitute a common expense and shall be assessed and collectable as such.

Section 7. No Amendment Without Consent. The provisions of Section 5 and Section 6 above may not be amended with any retroactive effect so as to limit the rights of any person otherwise entitled to the benefits thereof.

ARTICLE IV OWNERSHIP OF COMMON AREAS

The Association, as a separate entity, shall own the Common Areas.

ARTICLE V ASSESSMENTS

The making and collection of assessments of any nature from Owners for their share of common expenses (determined pursuant to this Article and the other applicable provisions of this Declaration) shall be carried out by the Management Committee in accordance with the following provisions:

Section 1. Shares of Common Expenses. Each Owner of a Lot shall be responsible for an equal proportionate share of all General Common Expenses. Such "General Common Expenses" include the following services obtained by the Association: road maintenance and snow removal services (including road maintenance and snow removal services for roadways outside the boundaries of the Property which provide access to the Property), landscaping of Common Areas, installation and maintenance of any Common Area walkways, installation and maintenance of Common Area facilities, and the cost of the administration of the Property (including accounting, legal, equipment, insurance, personnel and overhead), including without limitation the cost of liability insurance covering the Association and its directors, officers and employees.

Section 2. Payment of Assessments; Lien Created. Assessments not paid on or before fifteen (15) days after the date due shall bear interest at the rate of eighteen percent (18%) per annum. The Management Committee may also impose a late charge of up to five percent (5%) of any amount remaining unpaid for fifteen (15) days or more. All payments

on account shall be first applied to interest or other charges and then to the assessment payments in the order of when due (that is, the oldest unpaid amounts shall be paid first). All annual and special assessments, together with interest, reasonable attorney fees and all costs and expenses incurred by the Management Committee incident to the collection of such assessments, shall be a charge upon the Lot involved and shall be a continuing lien upon the Lot (including all improvements thereon) for which the assessment was made in accordance with Idaho Code §45-810, as well as the personal obligation of each Owner, jointly and severally, who had any interest of record in or to such that at the time the assessment became due or at any time thereafter.

It is expressly understood and agreed that fines for any violations of this Declaration or the rules and regulations of the Management Committee may be assessed against a Lot and against an Owner, for violations by that Owner or by tenants or invitees.

Section 3. Rights to Collect from Tenant. If an Owner shall, at any time, lease their Lot and shall be in default for a period of one (1) month or more in the payment of assessments or other charges, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall discharge such tenant or subtenant from the obligation for rent to the Owner and the Owner from his obligation to the Association, to the extent of the amount so paid. The Management Committee shall be fully entitled to demand and receive a copy of the applicable lease agreement.

ARTICLE VI PURPOSE OF THE PROPERTY, AND CERTAIN RESTRICTIONS ON USE

Section 1. General Purpose. The general purpose of this Declaration is to provide for the maintenance, administration and control of the Property as a first class residential community.

Section 2. Right to Develop. Notwithstanding anything herein to the contrary, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to carry out and complete the development of the Property or to construct improvements thereon; nor to prevent or limit Declarant's right to maintain any model homes, construction, sales or leasing offices, or similar facilities, on any Lot; nor to prevent or limit Declarant's right to post signs incidental to construction, sales or leasing of Lots.

Section 3. Application of Federal, State and Local Laws, Ordinances, Rules and Regulations. Notwithstanding anything to the contrary, all building, development and

improvements which may be located or constructed upon any Lot, and the use for which any Lot may be made, are governed first and foremost by any and all applicable federal, state, and local laws, statutes, codes, rules, regulations, ordinances and zoning restrictions. The Owner of each Lot is required to comply with any and all applicable federal, state, and local laws, statutes, codes, rules, regulations, ordinances and zoning restrictions. The covenants, conditions and restrictions contained herein are intended to govern the use of the Lot, and the building, development and improvements which may be located or constructed upon any Lot after all applicable laws have been complied with by the Owner of any Lot.

Section 4. No Further Subdividing. No Lot may be further subdivided, provided, however, that nothing herein shall prevent the transfer or sale of any Lot to more than one (1) person to be held by them as tenants in common, joint tenants, tenants by the entirety or as community property.

Section 5. Use as Residences Only. Except as provided below, the Lots may only be occupied and used for residential purposes, and for such incidental purposes as may be approved by the Management Committee. Each Lot shall be occupied in a manner consistent with all Association rules and regulations. Provided, however, notwithstanding anything in such rules and regulations to the contrary, Owners may rent the residences on the Lots to third parties for lease terms of six (6) months or more and the usage of the residences by such third party tenants shall be considered as occupancy and use for residential purposes and such usage by tenants under such rental agreements with Owners shall not be deemed a violation of the covenants, conditions and restrictions set forth herein, or any rules and regulations of the Association. Guest Houses may be rented for a term of six (6) months or more only in connection with leases of the primary residence so that the same parties leasing the Guest House are also leasing, using and occupying the main residence. The Guest House may not be leased separate from the residence. Rental agreements for less than a six (6) month term shall not be allowed. No structural improvements shall be constructed, placed or maintained on or under any Lot, except one (1) single family residence, garage facilities, approved barns and other structures and related underground utilities and storage units, all in compliance with the design guidelines of the Management Committee. Provided, however, notwithstanding anything contained herein to the contrary, after the primary residence is fully constructed, one (1) additional guest house may be constructed (hereinafter "Guest House") to be used by servants and/or occasional guests incidental to the usage of the residence. No Lot shall be used for the conduct of any home occupation, trade, business or professional activity; provided, however, that a home occupation, or trade or professional activity may be carried on within a residence so long as all of the following conditions are satisfied: (i) the Lot is used primarily for single-family residential use; (ii) the Lot Owner first applies for, and obtains, any required approval, permit, conditional use permit, and/or any other approval or permit necessary from any applicable federal, state, county or local municipality or agency; (iii) the Lot Owner first applies in writing to, and obtains, the written approval of the

Management Committee for such use; and (iv) that there exists no meaningful external evidence of any such trade, professional or administrative occupation carried on in the residence on any such Lot. At no time shall an Owner of any Lot be required to construct any improvement or dwelling upon any Lot; however, once construction of a dwelling is commenced, the dwelling must be completed within eighteen (18) months. The Owner shall be assessed by the Association which is payable to the Association in the amount of \$200.00 per month for each month beyond the initial eighteen (18) months after construction of a dwelling is commenced that the dwelling is not completed. Notwithstanding the foregoing, the Management Committee may, in its discretion, after request by an Owner, allow an Owner of a Lot to place additional detached structures upon the Lot that the Management Committee determines to be architecturally and aesthetically compatible with the dwelling on the Lot.

Section 6. Use of Parking Facilities and Roadways; Storage. The Management Committee shall have full power and authority to regulate the parking and storage of cars and any and all motor homes, recreational vehicles, boats, bicycles, motorbikes, motorcycles, trailers and other similar vehicles and equipment, and to regulate the use of roadways by imposing and enforcing speed limits and other restrictions, all with full power and authority to impose and enforce (by special assessments hereunder or otherwise) fines and other penalties for violations of such regulations.

Section 7. Certain Additional Restrictions. The following additional restrictions are applicable to Lots. Each reference to "Owners" includes their tenants and invitees.

7.1 Quality. All dwellings and improvements constructed upon any Lot shall be of high quality workmanship and materials and built in accordance with professional building standards in addition to complying with all applicable building codes. All dwellings shall be of a "stick built" and on-site construction type. No mobile homes, manufactured homes, or modular homes shall be permitted.

7.2 Keeping Outside Areas Clean and Sightly. The Owners shall not place or store anything within the Common Areas without the prior written consent of the Management Committee or its designee except in a facility specifically designated or approved for their storage. All Owners shall keep their residences and their Lots in a reasonably clean, safe, sightly and tidy condition, except for reasonable activities permitted by the Management Committee during the construction of an authorized improvement. Refuse, garbage and trash shall be kept at all times in a covered container, and such covered container shall be screened from view at all times.

7.3 Obstructing Common Areas. Owners shall not obstruct Common Areas.

7.4 No Firearms. The discharge of firearms is forbidden without the prior express written consent of the Management Committee.

7.5 Lighting. Flashing light signs shall not be permitted. Any light used to illuminate signs, parking areas or for any other purposes shall be so arranged as to reflect the light away from, and not be obtrusive to, other Lots and away from the vision of passing motorists.

7.6 Limitations on Certain Activities. Owners shall not permit any obnoxious or offensive activity or nuisance to be carried on in or around their Lot or in the Common Areas. No light shall be emitted or reflected from any Lot which is unreasonably bright or causes unreasonable glare for any adjacent Owner. No unreasonably loud or annoying noises, or noxious or offensive odors, shall be emitted from any Lot.

7.7 Repair of Buildings. No improvement upon the Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner.

7.8 No Hazardous Activities. No activities shall be conducted on any property and no improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

7.9 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided, however, that the drilling of wells for residential water purposes is permitted

7.10 Storage Tanks and Utility Lines. All utility services, including but not limited to, phone lines, power lines, and water and sewer lines shall be located below ground.

7.11 Antennae and Satellite Receiver. No outside television antennas, radio aerials, satellite dishes, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon, except that such devices smaller than five (5) feet in total perimeter dimension shall be permitted only if located behind the front plane of the dwelling structure (toward the rear of the Lot) not within building set-back areas, and if appropriately screened from view from any direction.

7.12 Compliance with Rules and Regulations. Owners shall not violate any rules and regulations for the use of Common Areas adopted by the Management Committee and furnished in writing to the Owners. Fines and other penalties for violations thereof may be imposed and enforced (by special assessment or otherwise) by the Management

Committee for violations of such rules and regulations, and it is expressly understood that Owners may be held responsible for acts of their tenants and invitees.

7.13 Limitation of Owners' Use. Each Owner's right to the use of Common Areas, shall be restricted to their personal family, tenants, and guests, with the right of the Management Committee to reasonably limit the number of guests which an Owner, tenant or lessee may invite to use such facilities.

7.14 Declarant's Use During Construction and Sale. As part of Declarant's program of development of the Property and to encourage the marketing of Lots, Declarant shall have the right, during the construction and marketing period and as an aid for marketing, without charge, to the reasonable use of Common Areas.

7.15 Dwelling Size Limitations and Ceiling Heights. No one (1) story dwelling shall be constructed on any Lot having an interior ground floor area, exclusive of any basement, porches and garages, of less than two thousand three hundred (2,300) square feet. No one and a half (1½) story or two (2) story dwelling shall be constructed on any Lot having an interior combined floor area, exclusive of any basement, porches and garages, of less than three thousand two hundred (3,200) square feet above ground level. No dwelling shall be constructed higher than two (2) stories and no other structure shall be taller than one (1) story unless specifically approved by the Management Committee. No Guest House shall have a main floor area in excess of one thousand eight hundred (1,800) square feet. Ceilings in interior rooms of residences shall be at a height of at least nine (9) feet unless specifically approved by the Management Committee.

7.16 Garage. Each residence constructed on any Lot shall include a garage of sufficient size to shelter at least three (3) full size automobiles in an enclosed garage as an attached, integral part of the residence structure.

7.17 Basement. Basements may be built at the discretion of each Lot Owner, provided that any such basement complies with all applicable laws.

7.18 Mailboxes All mailboxes must be located at the central mailbox location set aside by Declarant for central mail pickup and delivery. All mailboxes located at such central mail pickup and delivery site shall be constructed to conform to all applicable U.S. Postal regulations and are subject to design approval by the Management Committee.

7.19 Location and Set-Back Requirements. The dwelling and all improvements which may be constructed or located upon any Lot shall be subject to any front, side, and back yard set-back restrictions and other requirements, limitations or restrictions set forth in any applicable county or city rule, regulation, ordinance or zoning

ordinance. All structures and improvements (other than driveways, utility installations and similar improvements) shall be set back at least fifty (50) feet from the side and back Lot lines and one hundred fifteen (115) feet from the front Lot lines. In addition, the location of all improvements on a Lot must be approved by the Management Committee. In the event any Lot contains a designated building envelope, then in such event all buildings must be located within the boundaries of such building envelope unless otherwise specifically approved by the Management Committee. In the event a building envelope is designated by the Management Committee which conflicts with the setback requirements set forth herein, the location of the building envelope shall control.

7.20 Detached Structures. No detached structure, such as a shed, shall be constructed or located on any Lot unless approved by the Management Committee following a request by the Lot Owner. No detached structure shall be allowed unless such structure is architecturally and aesthetically compatible with the dwelling and any other improvements upon the Lot. All such structures shall be located in accordance with any applicable county or city rule, regulation, ordinance or zoning ordinance.

7.21 Temporary Structures. No structure of a temporary character, and no trailer, tent, shack, garage, shed, or other outbuilding shall be placed or used on any Lot at any time as a residence or living facility either temporarily or permanently.

7.22 Signs. No sign of any kind shall be displayed to the public view of any Lot except one (1) sign of no more than five (5) square feet advertising a Lot for sale or for lease, or signs no more than thirty-five (35) square feet used by a builder or Declarant to advertise any Lot or Lots for sale or lease during the construction and sales period.

7.23 Fences, Hedges and Walls. All fences and fence types must be approved by the Management Committee. No fence, hedge, wall, landscaping or screen areas of any kind shall be erected or allowed to continue which constitute a traffic hazard, particularly near corners and street intersections. All perimeter fences must be maintained by the applicable Lot Owner and approved by the Management Committee. The Management Committee may establish rules as to acceptable fencing types, heights and materials.

7.24 Refuse, Storage, Dumping and Disposal and Repair of Damage to Streets. No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any Lot, except trash kept and maintained within the interior of any dwelling or any detached structures in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition and shall be set out only on any such pickup or disposal day by trash collectors. No excavation material, building material, lumber, scrap, grass or yard clippings, refuse pile, junked or inoperable vehicles or parts

thereof, underbrush, compost pile, or unsightly growth, weeds or objects shall be allowed to accumulate or remain on any Lot except within an enclosed structure or appropriately screened from view as approved, in writing, by the Management Committee. Screened from view is defined as being concealed, at eye level, from any Lot other than the Lot containing the screened material. During any construction on any Lot, periodic efforts shall be made by the Lot Owner or his contractor to pick up and remove any such scrap materials or other construction debris, and to dispose of any such materials or debris as may be required by law. Each Owner shall be responsible to pay the cost to repair any damage to streets resulting from construction or other activity on, to or for the benefit of any such Owner's Lot.

7.25 Parking of Vehicles. No boats, trailers, tractors, farm machinery, farm trucks, agricultural equipment, recreational vehicles (including, but not limited to, campers, motor homes, automobile campers or similar vehicles or equipment) dilapidated, un-repaired or unsightly vehicles or similar equipment, or buses (working or non-working) shall regularly be parked or stored on any portion of any Lot (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Management Committee. Notwithstanding the foregoing, any boat, camper, trailer or recreational vehicle which is owned by a Lot Owner and is in good repair and working order may be stored on the side yard of a Lot between front and rear yard setbacks and must be screened from view; provided, however, such storage may not be located adjacent to the street on a corner Lot.

7.26 Pets and Animals. Generally recognized house or yard pets are permitted, provided, however, that such animals shall at all times be restrained or leashed and provided further that subject to the provisions of subparagraphs above, and subject to such limitations as may from time to time be set forth in additional rules and regulations of the Association adopted by the Management Committee, which may reduce the allowable number, restrict the type of pet, or require that such pets be confined indoors. Dogs with excessive barking may be required to be placed indoors or owners of such dogs will be required to use bark inhibitor devises (i.e., mussel, bark collar, etc.). If any animals are caught or identified chasing or otherwise harassing wildlife or people, the Management Committee shall have the authority to have such animal or animals impounded at any available location, and shall assess a penalty against the Owner of such animal or animals of not more than \$250.00, plus all costs of impoundment. If any such animal or animals are caught or identified chasing or harassing wildlife or people a second occasion, the Management Committee shall have the authority to have such animal or animals impounded or destroyed, the termination or disposition being the sole discretion of the Management Committee. In the event that such animal or animals are not destroyed, the Management Committee shall assess a penalty of not more than \$500.00 per animal, plus costs of impoundment. No Owner of any animal or animals impounded or destroyed for chasing or harassing wildlife or people shall have the right of action against the Management Committee

or any member thereof, for the impoundment or destruction of any such animal or animals. Horses, cattle, llamas, or other similar livestock may be kept on a Lot provided that there shall be no more than three (3) such animals per 1.5 acres and such animals shall be subject to any additional rules and regulations of the Association adopted by the Management Committee. Other agricultural animals such as chickens, geese, ducks, 4H type animals, etc. which are approved by the Management Committee are not prohibited but cannot be raised on a commercial basis nor constitute a nuisance nor odor problem and must be confined at all times.

Section 8. Design Guidelines and Regulations. The Design Guidelines and Regulations attached hereto as Appendix 1 are hereby adopted and incorporated into this Declaration. Each Owner shall comply with such Design Guidelines and Regulations. In the event there is any conflict or inconsistency between this Declaration and the Design Guidelines and Regulations, the terms of this Declaration shall control.

Section 9. Requirement of Development Approval and Architectural Control. No structure or improvement of any kind shall be erected, placed, altered, added to, reconstructed or permitted to remain on or under the surface of any Lot, and no construction activities shall be commenced, until any such activity has been approved by the Management Committee. Except as otherwise expressly provided herein, no building, fence, wall, driveway, excavation or improvement of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made (including without limitation any closing in of a porch or balcony), by any Owner other than Declarant, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Management Committee, as to harmony of external design and location in relation to surrounding structures and topography, and in relationship to the quality and appearance of Iron Rim Ranch. Duplicate sets of plans and specifications for any proposed Lot improvement or alteration shall be submitted to the Management Committee. Sufficient information shall be submitted to demonstrate compliance with all of the requirements of this Declaration. The Management Committee shall review the complete plans and specifications as soon as practicable, and determine if the proposed use or development conforms to the requirements of this Declaration and the rules and guidelines adopted by the Management Committee. The Management Committee may approve plans and specifications subject to any conditions or modifications which the Management Committee determines to be necessary in order to ensure conformity with the requirements of this Declaration and such rules. The Management Committee shall retain one (1) set of plans and specifications. The Management Committee shall set forth in writing, its reasons for rejecting any proposed structure or other improvement, promptly after written request by the applicable Owner for a statement of such reasons.

Section 10. Conditions on Approval. The Management Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, or upon the agreement of the Lot Owner submitting the same (hereafter "Applicant"), and may require written submission of additional plans and specifications or other information before approving or disapproving material submitted.

Section 11. Management Committee Rules. The Management Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require additional factors which it will take into consideration in reviewing submissions.

Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures, as well as special architectural guidelines applicable to Lots located adjacent to public and/or private open space.

Section 12. Detailed Plans. The Management Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, landscape plans, drainage plans, elevation drawings, specification, and descriptions or samples of exterior materials and colors. Until receipt by the Management Committee of any required plans and specifications, the Management Committee may postpone review of any plan submitted for approval.

Section 13. Management Committee Decisions. Decisions of the Management Committee and the reasons therefore shall be transmitted by the Management Committee to the Applicant in writing at the address set forth in the application for approval within twenty (20) business days after filing all materials required by the Management Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Management Committee shall have been mailed to the Applicant within twenty (20) business days after the date of the filing of said materials with the Management Committee. The said twenty (20) day period shall only commence to run when an authorized representative of the Management Committee has executed an applicable form acknowledging acceptance of such application and acknowledging that such application is complete.

Section 14. Meetings of the Management Committee. The Management Committee shall meet from time to time as necessary to perform its duties hereunder. The Management Committee may from time to time by resolution unanimously adopted in writing, designate a Management Committee representative (who may, but not need be, one of its members) to take any action or perform any duties for and on behalf of the Management Committee, except the granting of variances pursuant to Section 16 of this

Article VI. In the absence of such designation, the vote of any two (2) members of the Management Committee, or the written consent of any two (2) members of the Management Committee taken without a meeting, shall constitute an act of the Management Committee.

Section 15. No Waiver of Future Approvals. The approval by the Management Committee of any proposals or plans, specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever, subsequently or additionally submitted for approval or consent.

Section 16. Variances. The Management Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a majority of the members of the Management Committee, and shall become effective upon recordation in the Office of the County Recorder of Bonneville County, Idaho. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance.

ARTICLE VII MAINTENANCE

The maintenance, alteration, replacement and repair of the Common Areas shall be the responsibility of the Management Committee. The Management Committee as part of its responsibility, shall maintain, repair and provide for snow removal and maintenance activities on all roadways constituting part of the Common Areas and when deemed appropriate by the Management Committee of any roadways outside the boundaries of the Property which provides access to the Property. The maintenance, repair and replacement of all improvements on each Lot and the electric, gas, water and sewer systems and facilities on each Lot shall be the responsibility of the Owner of such Lot and not the Management Committee or the Association.

ARTICLE VIII INSURANCE

Each Owner is solely responsible for obtaining their own insurance covering any and all improvements on their Lot.

**ARTICLE IX
DESTRUCTION, DAMAGE OR OBSOLESCENCE**

Each Owner of a Lot is solely responsible for any damage, destruction, obsolescence, condemnation or abandonment of any improvements thereon, and for repair and reconstruction of such Lot and all improvements thereon.

**ARTICLE X
EMINENT DOMAIN**

Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and facilities by the exercise of the power in the nature of eminent domain or by any action or deed in lieu of condemnation, the Management Committee shall be entitled to timely written notice thereof and the Management Committee shall participate in the proceedings incident thereto.

**ARTICLE XI
LEASING OF LOTS**

All leases of Lots shall be subject in all respects to the provisions of this Declaration and failure of the lessee to comply with the terms of this Declaration shall be a default under the lease and shall be enforceable against the lessee directly by the Association, but without limitation of any other rights of the Association.

**ARTICLE XII
NOTICES**

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) hours after a copy of the same has been deposited in the U.S. mail, postage prepaid.

**ARTICLE XIII
NO WAIVER**

The failure of the Management Committee or its agents to insist, in one (1) or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by

the Management Committee or its agent of the payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and duly signed by or on behalf of the Management Committee.

ARTICLE XIV ENFORCEMENT

Each Owner shall strictly comply with the provisions of the Declaration, and the rules and regulations and decisions issued by the Management Committee. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, or any other remedy allowed by law, maintainable by the Management Committee or its designee on behalf of the Association or by Declarant or, in an appropriate case, by an aggrieved Owner. Any violation of the provisions of the Declaration or any related rules or regulations is declared to be and shall constitute a nuisance and may be abated by Declarant or the Management Committee. The Association shall be entitled to payment of all attorney fees incurred by the Association (or the Management Committee), payable by an Owner or lessee in violation of this Declaration or any such rules or regulations.

In addition, upon any failure of an Owner to pay when due any assessment for common expenses or any other assessment, the Management Committee may seek any remedy provided in this Declaration or otherwise available at law or equity. Unless specifically agreed in writing, liability for payment of assessments shall be joint and several against any and all persons and/or entities holding or claiming any ownership or leasehold interest in the applicable Lot.

ARTICLE XV AMENDMENTS

The provisions of this Declaration, other than this Article, may be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of owners who own at least two-thirds ($\frac{2}{3}$) of the Lots and such an amendment shall be effective upon its recordation with the Bonneville County, Idaho, Recorder. Notwithstanding the foregoing, during the first seven (7) years following the recordation of this Declaration, this Declaration may be modified, amended and changed by the Declarant without the need or necessity of the consent of the then-owners of the Property which is subject to this Declaration.

ARTICLE XVI
ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Right of Annexation. Declarant presently intends to develop other neighboring properties and may, in Declarant's discretion, deem it desirable to annex some or all of such other properties to the Property covered by this Declaration. The annexed properties may, at Declarant's sole discretion, be used and developed for any purpose allowed under appropriate zoning regulations. Such other properties may be annexed to the Property and brought within the provisions of this Declaration by Declarant, its successors or assigns, at any time. Annexation may also occur on the affirmative vote of the Management Committee. As such properties are developed, Declarant or the Management Committee shall, with respect thereto, record a Supplemental Declaration, which shall annex such properties to the Property and which may supplement this Declaration with such additional or different covenants, conditions, restrictions, reservations and easements as Declarant or the Management Committee may deem appropriate for the other properties or portions thereof and may delete or eliminate as to such other properties such covenants, conditions, restrictions, reservations and easements as Declarant deems not appropriate for the other properties.

Section 2. Method of Annexation. Annexation of real property authorized under Section 1 of this Article XVI shall be accomplished by filing of record in the Office of the County Clerk of Bonneville County, Idaho, a Supplemental Declaration describing the real property to be annexed and extending the plan of this Declaration to such real property.

Section 3. Supplemental Declarations. Each Supplemental Declaration contemplated by Section 2 of this Article XVI may contain such additional or different provisions, covenants, conditions and restrictions not found in the covenants of this Declaration, provided that such shall not be inconsistent with the general plan of this Declaration. Said additional provisions may include, but need not be limited to, provisions for special maintenance, use restrictions, limited common areas, party walls, parking regulations and any other matters of common concern to Owners of any Lots in the annexed property. No provisions, covenants, conditions or restrictions contained in a Supplemental Declaration shall be considered applicable to any real property except real property described in a Supplemental Declaration unless otherwise expressly provided.

Section 4. Effect of Annexation. Upon the recording of a Supplemental Declaration, all the real property described or covered by the Supplemental Declaration shall be deemed subject to all of the covenants contained in this Declaration as if, and to the same effect as, the annexed real property was part of the subject Property (the real property originally specified in and subject to this Declaration) except as specifically stated in the Supplemental Declaration, and to the additional or different provisions, covenants, conditions

and restrictions which may be stated in the Supplemental Declaration, and the Association shall have and shall accept and exercise jurisdiction over such property as a part of the subject Property. In the event of conflict or inconsistency between a Supplemental Declaration and this Declaration, the terms of the Supplemental Declaration shall prevail as to the particular real property described or covered by that Supplemental Declaration.

ARTICLE XVII GENERAL PROVISIONS

Section 1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

Section 2. Captions, Gender and Grammar. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope and intent of this Declaration or any provision hereof. The singular wherever used herein shall be construed to mean the plural whenever applicable or vice versa and necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, etc., shall be assumed in each case as though made.

Section 3. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Idaho.

ARTICLE XVIII EFFECTIVE DATE

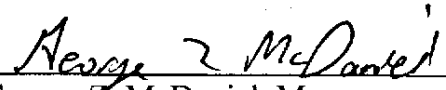
This Declaration shall take effect when recorded with the Recorder of Bonneville County, Idaho.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument as of the date first above written.

DECLARANT:

IRON RIM RANCH, LLC

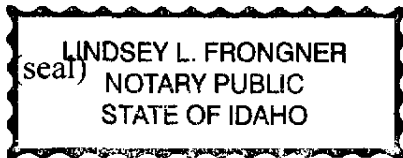
By:


George Z. McDaniel, Manager

STATE OF IDAHO)
)ss.
County of Bonneville)

On the 5th day of April, 2006, before me the undersigned, a notary public in and for said State, personally appeared George Z. McDaniel, known or identified to me to be the manager in the limited liability company of Iron Rim Ranch, LLC, and the manager who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that such manager executed the same in said limited liability company name.

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



Lindsey L. Frongner

Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 05/20/08

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EXHIBIT A

PROPERTY

Parcel 1:

A parcel of land lying situate in Sections 23 and 24, Township 1 North, Range 38 East of the Boise Meridian more specifically described as follows:

Beginning at a point that is N.00°30'04"E. along the Section line 210.76 feet from the East ¼ corner of Section 23, Township 1 North, Range 38 East of the Boise Meridian; running thence S.75°57'00"W. 127.54 feet; thence N.14°01'38"W. 500.00 feet; thence N.75°57'00"E. 880.00 feet to the Westerly right-of-way line of 45th East; thence along said Westerly right-of-way line the following three (3) courses: S.15°35'30"E. 85.03 feet to a point of curve with a radius of 1240.00 feet and a chord bearing S.22°50'31"E. 312.99 feet; thence to the left along said curve 313.82 feet through a central angle of 14°30'02"; thence S.30°05'31"E. 109.97 feet; thence S.75°57'00"W. 833.17 feet to the point of beginning.

SUBJECT TO: existing easements of record.

Parcel 2: Intentionally omitted

Parcel 3:

A parcel of land lying situate in Sections 23 and 24, Township 1 North, Range 38 East of the Boise Meridian more specifically described as follows:

Beginning at the East ¼ corner of Section 23, Township 1 North, Range 38 East of the Boise Meridian; running thence N.00°30'04"E. along the section line 210.76 feet; thence S.75°57'00"W. 127.54 feet; thence N.14°01'38"W. 1000.00 feet to the true point of beginning; running thence N.14°01'38"W. 400.00 feet; thence N.75°57'00"E. 855.79 feet to the Westerly right-of-way line of 45th East, said point being on a curve with a radius of 1040.00 feet and a chord bearing S.14°49'42"E. 27.71 feet; thence to the left along said Westerly right-of-way line curve 27.71 feet through a central angle of 01°31'36"; thence S.15°35'30"E. along said Westerly right-of-way line 372.43 feet; thence S.75°57'00"W. 866.34 feet to the true point of beginning.

SUBJECT TO: existing easements of record.

Parcel 4:

A parcel of land lying situate in Sections 23 and 24, Township 1 North, Range 38 East of the Boise Meridian more specifically described as follows:

Beginning at the East $\frac{1}{4}$ corner of Section 23, Township 1 North, Range 38 East of the Boise Meridian; running thence N.00°30'04"E. along the section line 210.76 feet; thence S.75°57'00"W. 127.54 feet; thence N.14°01'38"W. 1400.00 feet; thence N.75°57'00"E. 305.79 feet to the true point of beginning; running thence N.75°57'00"E. 550.00 feet to the Westerly right-of-way line of 45th East, said point being on a curve with a radius of 1040.00 feet and a chord bearing N.09°11'16"W. 176.85 feet; thence to the right along said Westerly right-of-way line curve 177.06 feet through a central angle of 09°45'17"; thence N.04°18'38"W. along said Westerly right-of-way line 74.87 feet; thence S.75°57'00"W. 577.56 feet; thence S.14°01'38"E. 250.00 feet to the true point of beginning.

SUBJECT TO: existing easements of record.

APPENDIX I

IRON RIM RANCH DESIGN GUIDELINES AND REGULATIONS

INTRODUCTION

The Iron Rim Ranch ("IRR") contains areas of exceptional natural beauty topography including rolling hills, ridges and valleys. These varied landscapes include natural drainages, and some native shrubs and trees species. Panoramic views include stunning views of the Taylor Mountain range, and the entire Idaho Falls valley.

Given the natural attributes of the IRR property and the pastoral character of this area, the desire is to create an environmentally and aesthetically sensitive, low density, single family neighborhood. At IRR there is an opportunity to maintain the natural integrity and charm of the area while providing appropriate lots for single family homes and common open space areas with pedestrian trails and other compatible amenities. Future areas may be annexed into Iron Rim Ranch by the Declarant.

The Declaration of Covenants, Conditions and Restrictions of Iron Rim Ranch contains protective covenants, conditions and restrictions to preserve and maintain the natural character and value of the Property for the benefit of all owners. This Appendix I to the Covenants contains design guidelines and regulations to assist Owners in the development of their building projects.

The purpose of this document is to assist Owners in the IRR by providing a framework for design, construction, maintenance and usage that will allow each project to contribute to the long term goal of creating a development that compliments and enhances the surrounding natural environment. This document also outlines appropriate architectural requirements that reflect the specific context and environment of the IRR property.

Specific Objectives are:

- To protect and enhance property values, wildlife and the natural environment.
- To respect environmental conditions and neighbors.
- To establish architectural criteria for buildings which allow for individual expression within clearly articulated restraints.

- To address all aspects of community usage and design, including: buildings, landscaping, maintenance, fences and signs.

I. Design Review Regulations

A. Iron Rim Ranch Management Committee (the "Management Committee")

1. **Authority.** The Management Committee shall act in addition to, and not in lieu of the Bonneville County Planning and Zoning Commission and Board of County Commissioners. The Management Committee written approval of residential construction plans will be required as a prerequisite and prior to submission of plans to Bonneville County for County Building Permit.

2. **Purpose.** The Management Committee is established to coordinate, expedite and assure fair equitable implementation of the Design Regulations and Protective Covenants. The objective of this committee is to encourage development quality that will enhance both the natural and built environments.

3. **Duties.** The Management Committee is responsible for administering the Design Regulations and Protective Covenants and performing the following duties:

a. To form such reasonable rules and bylaws and adopt such procedures as it deems necessary to carry out its functions.

b. To review all of the following it deems necessary:

- i. Site plans and site sections
- ii. Landscape plans/pasture plans
- iii. Building drawings and specifications
- iv. Material and color samples
- v. Other information

c. To require all improvements, such as the following, to be reviewed and approved by the Management Committee before construction commences.

- i. Construction of buildings, auxiliary structures or roads.
- ii. Alterations and remodeling
- iii. Restorations
- iv. Landscaping, fences and walls
- v. Parking
- vi. Signs and exterior lighting

vii. Other site and ranch improvements

d. To enforce height requirements contained within the Design Regulations and Protective Covenants and to designate such requirements where they are not called out.

e. To reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible or are inappropriate with the overall plan of the subdivision.

f. To grant variances to the Design Regulations and Protective Covenants as it deems appropriate.

g. To interpret design regulations and Protective Covenants as it deems appropriate and make rulings thereon.

h. To insist upon the completion of all improvements in substantial compliance with the approved plans and specifications.

i. To enforce the Design Regulations and Protective Covenants in a court of law.

j. To revoke or suspend approvals and order the suspension or cessation of any construction in violation of the Design Regulations and Protective Covenants or any approval issued by the Management Committee.

k. To require the submission of landscape plans with all requests for review and approval of building plans.

4. Liability. Neither the Management Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of the following:

a. The approval of any plans, drawings or specifications, whether or not defective.

b. The construction or performance of any work, whether or not pursuant to approved plans, drawings, or specifications.

c. The development or manner of development of any property within IRR provided, however, that such member has acted in good faith.

B. Regulations & Codes.

1. **General Regulations.** IRR includes lands within the jurisdictional areas of Bonneville County. IRR shall be consistent with all applicable Bonneville County and State of Idaho regulations. In addition to these Design Regulations, building design will be regulated by County, State and Federal regulatory agencies having jurisdiction. The Owner or his or her agent shall be responsible for ensuring conformance with any applicable regulations, and should check with Bonneville County and State of Idaho Building Codes Division to verify that the most recently adopted edition of any applicable regulation is being used.

Owners and residents of IRR are informed that adjacent uses may be agricultural. Owners accept and are aware that standard agricultural farming practices can result in dust, smoke, animal odors, flies and machinery noise. Standard agricultural practices feature the use of heavy equipment, chemical sprays, burning and the use of machinery early in the morning and sometimes late into the evening.

No construction of, or alteration to, any improvements whether temporary or permanent, including but not necessarily limited to buildings, fences, walls, earthwork, paving, vegetation, signs, or secondary structures such as utility or trash enclosures, antennas and storage tanks shall be commenced on any lot prior to receiving the written approval of the Management Committee.

Interior modifications and/or improvements that do not alter the exterior appearance of a building, or the site improvements, shall not require the approval of the Management Committee.

2. **Density, Allowable Uses, Allowable Areas & Setbacks.**

a. **Density.** Not more than one single family residence may be built on each residential lot and an additional guest house and outbuildings as specified in the Declaration of Covenants.

b. **Allowable Uses.** Each residential lot shall be used exclusively for residential purposes, and no more than one family (including its support staff and transient guests) shall occupy such residence, provided, however, that nothing in this subparagraph below shall be deemed to prevent:

Additionally, the Management Committee may establish a residential lot building envelope map with specific building envelope areas delineated and defined including the following:

All dwellings, exterior parking spaces, garages, carports, porches and decks shall be contained within or concentrated in a contiguous way acceptable to the Management Committee within the building envelope area. Barn, corrals and other outbuildings do not have to be located within the building envelope but are subject to the Management Committee approval. The location of each structure built must be pre-approved by the Management Committee. Lots with a building envelope that has been pre-determined, must have all portions of each building within the envelope.

3. Codes. All construction must comply with the provisions of the latest edition of any regulations, codes, and standards which may be applicable to construction and improvements in IRR.

II. Environmental Regulations

A. Native Vegetation

It shall be recognized by the Owner of any lot within IRR that some wildlife species live on or wander through the property during various times of the year. The following limitations on use and development are intended, in addition to all other requirements of this manual, to protect, preserve and maintain the existing wildlife habitat, and to minimize the adverse effects of development on wildlife habitat.

B. Wildlife Enhancement.

1. Human/Wildlife Confrontations. Residents and guests on the property shall not harass wildlife and should avoid areas of wildlife concentration. Loud, offensive, or other behavior which harasses or frightens wildlife in common areas is prohibited. Indiscriminate use and disturbance of wildlife refuge is discouraged.

2. Damage Claims. Owners acknowledge that wildlife damage to landscaping will undoubtedly occur since the property is located within wildlife habitat. Owners shall accept that risk and shall not file claims against the Owner's Association or any other governing body for such damages.

3. Taking of Wildlife. The taking of any and all wildlife species by any means within the property is prohibited. No hunting or shooting of firearms shall be allowed on any lot.

4. Artificial Feeding. Artificial feeding of deer, fox, coyote, etc. anywhere on the property is prohibited. Artificial feeding greatly enhances disease infection and transmission potential, tends to lead to accelerated habitat degradation on feed sites, and attracts or "short

stops" wildlife en route to natural winter ranges and causes them to rely on humans when it is not necessary.

5. **Ranch Practices.** All corrals and barns shall be approved by the Management Committee for design style, placement and specific sizes. Under no condition shall corrals and barns be placed to obstruct or obscure views from other lots. Corral areas are to be well maintained. No commercial use or leasing of corral areas shall occur on the Ranch lots. Use of corral areas is exclusively for Owners. Indoor storage of feed, tack, trailers etc, is encouraged, outdoor storage is to be kept to a minimum.

III. Site Design Guidelines & Regulations

The integration of buildings into the landscape of IRR is important to the success and appearance of the development. Site Design Regulations specifically serve to protect and enhance the natural landscape, view sheds and natural habitat. Building locations shall minimize the impact of cut and fill for roads, buildings, paths and other site improvements. New landscaping and plant materials shall be grouped in clusters in order to mimic natural vegetation patterns.

A. Topography & Site Features

1. **Response to Character of Land Form.** A building envelope may be designated within each site, in order to assure that each building site responds to the existing topography.

2. **Site Drainage.** All site plans must indicate surface drainage patterns. All grading within the development must relate to and blend into the surrounding natural landscape. Care should be taken to limit the extent of cuts and fills. All cut and fill areas must feather into the natural topography with the confines of the property boundary. Development of property that causes the sod/vegetation to be removed will in turn cause water runoff onto adjacent lots to be excessive. Landscaping and lot development should be done in a way to not negatively impact adjacent lots.

3. **Driveways & Parking.** Parking areas and garage doors shall not be the primary visual element of any residence. Every effort shall be made to diminish the impact of the entry to the garage through the consideration of angles of approach and landscaping. All parking shall be within the lot boundary, off public and private rights-of-way.

The construction and maintenance of all driveways and culverts shall be the responsibility of the owner. Culverts shall be equipped with flared ends, tapered into the landscape. Driveways and parking areas shall be crowned and sloped for adequate drainage and safety. Driveway and parking surfaces shall be asphalt, concrete or any other materials

as approved by the Management Committee. Materials shall restrict weed growth dust and maintain a clearly defined edge between the landscaped area and the driveway surface. Materials shall withstand deterioration from winter snow plowing and erosion.

B. Utilities and Site Details.

It shall be the sole responsibility of the owner to contact utility companies prior to any excavation and grading, including but not limited to the following:

1. Utilities. Utilities shall be installed underground. Television antennas and satellite dishes should be those of smaller size of the most recent technology. Satellite dishes shall be screened from adjoining lots and streets. Television antennas shall not be visible from the street. Radio towers are prohibited on residential lots.

Any meters shall be placed in a location so as to be accessible to the meter reader and yet not highly visible from adjoining roadways or properties. Meters, transformers and other utility boxes may be concealed with landscaping, provided utility personnel are able to access equipment as needed. All conduit wires servicing the meter are to be beneath the exterior wall sheathing or enclosed.

2. Both domestic water wells and domestic septic systems must adhere to State and County requirements and permitting procedures.

3. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, compost piles or storage piles shall be screened or concealed from view of other dwellings and common areas.

4. Exterior Lighting. The intent of the lighting restrictions is to reduce the amount of light pollution and to be unobtrusive to neighboring properties. Exterior lighting shall be subdued, understated and indirect. Area lighting shall have concealed light sources and shall be either all white or all pale yellow. Lighting shall be "down" type and shall not radiate out from the property. In all cases, excessive glare to neighboring properties or circulation shall be avoided.

Direct light sources shall be used only to accent the architecture, landscape or artwork, or for the definition of entries and walkways. Flashing, blinking, or moving lights shall not be used except for decorative lighting during the Holiday seasons.

5. **Recreational Vehicles.** Residence are encouraged to store campers, RVs, or similar vehicles indoors. No person shall reside in such temporary construction shelters or facilities unless application is made therefore and approved by the Management Committee. The use of snowmobiles, motorcycles, ATVs, or similar vehicles may be used in common areas if approved by the Management Committee; however, the right of way is first to pedestrians, cyclists and equestrian traffic.

6. **Kennels.** Kennels must be placed in an area which is inconspicuous and removed from the direct view of the primary road. All kennels must obtain the Management Committee's approval for size, materials and location. A dog run shall be kept clean, maintained and constructed of chain link or materials approved by the Management Committee.

7. **Lot Fencing.** Perimeter interior lot fencing shall be Jack Leg, "Buck & Rail", Snake Fence, Post and Pole, vinyl (with approved colors) or other materials approved by the Management Committee. Chain link, wire or barb wire and stand alone electric fencing, are not allowed. Corrals may be constructed of metal materials, however, the materials must be approved by the Management Committee. Fencing layout and alignments are subject to the Management Committee review and approval. Any fence on the exterior boundary line of a lot that is acceptable and approved by the Management Committee and that is of a type and design that extends outward at the base (such as a buck and rail fence) shall have an easement that extends up to five feet on each side of the boundary line.

C. Landscaping.

All owners are required to maintain all their grounds. There must be at least a minimum of $\frac{3}{4}$ acre of maintained landscaping with lawns, trees, flowers and shrubs around each residence. Each lot is to be fully seeded, planted and maintained with appropriate vegetation; provided, however, lots which have non-farmable terrain that is either too steep or rocky may leave the natural landscape, but must control noxious weeds on such area. The Management Committee shall have the right to determine the portion of any lot which is non-farmable. If grounds are not being maintained, the owner will be notified to rectify the situation. Pastures that are used for horses need to be kept green. Pastures should not be over grazed to where they turn into dust bowls. If maintenance is ignored, arrangements will be made to have the necessary work done and the owner will be billed.

All owners are also required to plant and maintain the area between the edge of the owner's property and adjoining roadway pavement area with plant materials approved by the Management Committee. Such area is not to be filled with rock, stone or other non-vegetation materials, but rather is to be planted and maintained with vegetation approved by the Management Committee.

The Management Committee requires that all disturbed areas during the building process be restored to their natural state, or landscaped to a degree that is acceptable to the Management Committee. All properties within IRR shall also be controlled for noxious weeds. It is the owner's responsibility to restore and landscape his or her property.

Landscaping should begin no later than the beginning of the first growing season after completion of the home and should be completed by the end of the second growing season.

Screening. Planting can be used effectively to screen yards and decks for privacy and to avoid glare from sources such as automobile head lamps.

D. Trees.

There shall be no less than 25 trees with at least a 3 inch minimum in diameter trunk planted within the landscaping around each residence. Suggested trees for IRR are based on trees that have been observed growing in the area. Since many factors effect the success of trees, a qualified landscape architect or contractor familiar with local conditions should be consulted. The selection and location of trees by individual owners shall minimize irrigation water usage. The type of trees to be planted is subject to review and approval of the Management Committee.

IV. Building Design Guidelines & Regulations.

The intent of the following building requirements are to provide a continuity to the context of the building environment, while allowing for the vitality of individual expression. Through the use of materials and color, all structures in the residential districts will blend into the surrounding site. These regulations specifically require custom designed homes and other farm/ranch structures that are sensitive to a desired look that will build and protect property values. They specifically prohibit tract type designs, inadequate site planning solutions, unorthodox design solutions or other problematic approaches that impair or erode property values and/or aesthetic values.

The architectural guidelines at IRR stresses a strong traditional theme and vocabulary which recalls the integrity of indigenous farm structures and ranch structures of the region. This philosophy is not intended to inhibit creative architectural solutions, but is intended to carefully guide the architectural theme of the community. This will benefit both the immediate Iron Rim Ranch neighborhood as well as the surrounding community.

Furthermore, the architectural theme for IRR is specifically intended to create a traditional western community feeling and friendly streetscapes. IRR is to be a neighborhood of richly landscaped yards and curvilinear roadways. Garage doors are to be specifically

subdued. A vocabulary of architectural details and craftsman embellishments are to be considered for tasteful use in the exterior designs.

A. Building Height.

The height of chimneys, cupolas, and other architectural features which exceed the roof line must be approved by the Management Committee.

B. Roof Form.

The architecture within IRR should complement and respond to the natural qualities of the foothill landscape. The consistency and compatibility of roof shapes, pitches and materials will contribute significantly to the continuity of the character of IRR. The following design regulations have been developed to allow for distinct building forms while addressing the character of the entire community.

1. **Shape and Pitch.** When considering roof shapes and pitches for buildings within IRR, designers should consider the simple gable shapes and steep pitches. Mansard roofs, pseudo-mansard roofs, curvilinear roofs, and A-frame roofs are not allowed. Primary roof forms shall be a minimum of (10:12).

The Management Committee reserves the right to waive the minimum or maximum roof pitch requirement when, in its sole judgement, a lower or higher roof pitch is more appropriate for the design of a building, and does not compromise the integrity of IRR. This privilege may be exercised by the Management Committee without relinquishing its right to enforce the minimum requirement on other projects.

2. **Dormers, Secondary Roofs, Skylights and Solar Collectors.** Dormers and secondary roofs are encouraged, both to add interest and scale to major roof areas and to make habitable use of space within the roofs. Dormers and secondary roofs may have gable, hip or shed forms and may be stacked in multiple forms.

When designing the location of skylights, consideration should be given to both the interior and exterior appearance of the unit. Locations should also be coordinated with window and door locations. Skylights shall be located away from valleys, ridges and all other areas where drifting snow may hinder the performance and safety of the unit. Skylights should be of high quality, insulated, double pane construction.

Solar collectors shall be integrated into the overall roof design, and shall be placed flush with the slope of the roof or wall of the building.

3. **Entry Definition, Overhangs & Fascias.** Entrances should be expressed with gable or shed roof forms and protected with adequate overhangs. All roofs shall have overhangs of at least 18 inches. All fascia materials shall be a minimum of 8 inches. Built-up fascias of 12 inches are preferred.

V. Material and Detail Guidelines & Regulations.

Materials in IRR shall be selected for the quality, durability and maintenance characteristics. The following are the only allowable materials in IRR.

A. Roof Materials.

Roof materials shall be constructed of fire resistant materials carrying a Class A or Class B rating.

The following are the only acceptable roof materials:

- Class A or B treated wood shakes or shingles.
- Natural and synthetic slate tiles.
- Class A asphalt random tab shingles in an "architectural" grade acceptable to the Management Committee.
- Other similar materials, as allowed by the Management Committee including corten metal, or muted metal colors acceptable to the Management Committee.
- All roof flashing vents, hoods, and roof accessories shall be copper or a pre-finished metal that blends with the color of the roofing material selected.
- No shiny or reflective roofing or flashing, vents, hoods, and roof accessories are allowed.

B. Gutters, Down Spouts and Flashing.

Gutters and down spouts are allowed but they must be of a color and finish that blends with the finish colors of the structure. Unpainted gutters, down spouts or flashing will not be allowed. Flashing materials shall be of copper or painted or anodized sheet metal.

C. Roof Mounted Equipment and Ventilating Roof Protections.

All roof mounted equipment shall be integrated into the overall roof design and screened. All sewer, bath fan, hot water heater, wood or gas stove, or other roof venting stacks shall be painted a color as similar as possible to the roof material color.

D. Exterior Wall Materials.

The character of the building exterior should be kept simple in order to harmonize and compliment the surrounding environment of the site. Natural materials and subdued colors should predominate the main body of the building. Exterior trim can be more colorful and contrast with the main body.

The Management Committee shall consider materials not listed below that maintain the aesthetic continuity of IRR, including pre-finished composite wood products and synthetic siding materials.

1. At least 60% of the front residence walls and 30% of the side residence walls shall be covered with brick and/or stone material.

2. Stone and Unit Masonry. Stonework shall not be applied to individual wall surfaces. For example, a pop out cannot be faced with stone only; it must have stone on front, and both sides in order to avoid a veneer-like appearance. Artificial stone shall be permitted as an exposed material. Detailed drawings of all stonework shall be included with the Plan Review materials.

3. Concrete. Exposed concrete foundation walls between ground level and exterior wall siding shall be a maximum of 8 inches. Foundation exposure over 8 inches shall be finished with synthetic textured stucco (stained a subdued color in harmony with the building), stone, or treated wood.

4. Stucco. Limited/subdued use only is to be allowed. Synthetic stucco shall be permitted providing that the finished surface is adequately textured to obscure the pattern of insulation panels. Synthetic stucco surfaces shall be a subordinate portion of the exterior surface area, and shall not be applied to individual wall surfaces in order to avoid a veneer-like appearance.

5. Wood Siding/Wood Product Siding. Smooth or rough sawn wood siding shall be an acceptable exterior wood sheathing materials. Wood shingles shall be used only as smaller scale accents to the larger scale materials of the exterior walls. All wood siding shall be painted or stained. Other wood product siding will be considered by the Management Committee on a case by case basis.

6. Natural Log. Natural, hand peeled log materials, assembled with irregular diameters and lengths, shall be the only acceptable uses of log products. Prefabricated kit homes, including prefabricated homes of any type, shall not be allowed.

E. Chimneys Materials, Composition and Proportion.

Chimneys, flues and vents can be used to create visual contrast to the dominant roof forms of the buildings within IRR. All flues shall be enclosed with a chimney cap and fitted with a spark arrester. No exposed metal or clay flues shall be allowed. All chimney forms shall relate to the overall building, all flues shall be masonry and shall be covered with either stone, brick or stucco. No chimney's enclosures shall be clad in wood, unless specifically approved by the Management Committee.

Building vents and flues for such functions as ventilation and exhaust should be consolidated into enclosures wherever possible and should typically be concealed from public view.

F. Exterior Windows and Doors.

1. **Scale, Composition & Proportion.** Window and door patterns and reveals should be carefully studied to create interest, variety and consistency. Uninterrupted bands of window and doors shall not be allowed in any building. All banding must be pre-approved by the Management Committee. Window and door locations shall be carefully considered to avoid being obscured by accumulating snow.

2. **Materials.** Windows and doors shall be constructed of natural, stained or painted wood, or pre-finished enamel or colored aluminum cladding. All glazing shall be framed in walls of stone, stucco or wood. Glass curtain walls shall not be approved. Mirrored glass shall not be used. Glass storm panels, set within the window sash, may be used within divided light windows, provided that the storm panel is installed on the interior side of the window.

3. **Garage Doors.** Garage doors shall be subdued and oriented away from the street unless otherwise approved by the Management Committee, and shall be de-emphasized in the elevation of the building. Doors shall be recessed a minimum of 6 inches in an exterior wall. At least 2 doors for the 3 car garage attached to the residence must be facing away from the street.

G. Decks, Balconies & Terraces.

1. **Design.** Decks, balconies and terraces shall be designed to enhance the overall architecture of the building by creating variety and detail on exterior elevations. Combinations of covered decks, projecting balconies and bay windows are encouraged. Terraces should be used to integrate the building and landscape by creating a transition between the built and natural character of the site.

2. **Materials.** Low level decks shall be skirted to grade. Decks which are not practical to skirt shall be designed to assure that the underside of the deck is integrated with the design of the building.

H. Building Color.

Exterior color schemes throughout IRR shall emphasize the natural tones of the surrounding natural environment. Large exterior wall surfaces shall be painted or stained with neutral tones. Color schemes shall emphasize the contrast between the basic wall surfaces and accented details. All exterior color schemes shall be reviewed by, and approved by the Management Committee as a part of the Final Plan Review & Approval.

I. General.

IRR is a neighborhood specifically designed to accommodate quality homes in a setting where property values and environmental values will be protected. The Management Committee is charged with the all important responsibility to see that homes at IRR are well designed, properly sited, landscaped and constructed according to the Management Committee approvals. The Management Committee is responsible to review house designs and has the clear authority and discretion to approve, disapprove or approve with conditions any and all design submissions. Highly qualified design professionals (architects, home designers and landscape architects) shall be retained to aid each property owner in achieving sound design solutions. The Management Committee essentially has the right to approve or disapprove all design submissions.

VI. Fire Protection Regulations

A. Compliance with Fire District Regulations.

All residents must provide adequate access routes for the Bonneville County Fire District. Standing and fallen vegetation surrounding all buildings must be cut, trimmed and/or reduced according to the Fire District standards. Street numbers on residential identification signs shall be clearly visible to emergency vehicles from the adjacent street at all times.

B. Burning Restrictions.

The burning of weeds or miscellaneous organic debris shall be allowed as long as there is sufficient breeze allowing the smoke to properly dissipate. Burning during morning or evening hours while the air is stagnant and heavy is not allowed as smoke can linger and affect neighboring properties. At no time is burning of trash allowed.

The discharge of firearms is prohibited on all lots, common areas, open space, access and utility easement areas, and roads.

All bulk fuels, bulk storage of combustible fuels are prohibited unless properly permitted and specifically reviewed and approved by the Management Committee.

C. Fireplaces, Wood Stoves and Pellet Stoves.

The Management Committee recommends that residents burn only natural gas or low emission solid fuel materials (such as newspaper, untreated wood and lumber, and products manufactured for the sole purpose of use as fuel) in a solid fuel burning device such as a wood burning fireplace, wood stove, or pellet stove. Spark arresters shall be provided around the mouth of the chimney, stove pipe or vent or any heater, stove or fireplace. Spark arresters shall be cleaned regularly to remove deposits.

D. House Location.

The house location for each lot is to be within the area defined by any adopted Building Envelope Map or otherwise approved by the Management Committee.

VII. Sign Regulations.

All signs, posters, displays or advertisements are prohibited unless they have received the approval of the Management Committee prior to installation or use. Signs covered by these requirements include:

A. Residence Identification.

B. Contractor-Builder-Developer.

Construction signs shall be placed on a lot only during the construction period. The sign must be removed immediately upon issuance of a certificate of occupancy or no longer than one year, whichever occurs first. Construction signs shall contain only the names of the project, owner, architect, and general contractor.

C. Real Estate - For Sale.

Real estate signs shall be no larger than five (5) square feet in size, and shall be placed on a lot by owners or their agents. Signs must be removed immediately upon closing of the sale or listing expiration. The use of For Sale signs shall be regulated by the Management

Committee through the promulgation of policies issued from time-to-time. For Sale signs indicating the sale of a spec home or the re-sale of an existing residence are allowed.

D. Temporary.

Signs of a temporary nature such as "Open House" or "Model" need not be approved by the Management Committee but must be removed when not in use, and shall not exceed five (5) square feet in size. Larger signs and banners must be approved by the Management Committee.

VIII. Construction Procedures

A. Approvals Required Before Construction Starts.

1. Permits. Construction shall not commence until Final Plan Approval has been received from the Management Committee and a building permit has been issued by appropriate agencies. Building construction must strictly conform to the approved final plan and must be completed within twelve (12) months after obtaining the building permit unless specific written extension is granted by the Management Committee.

No accessory structure, buildings, garages or sheds shall be constructed or maintained on any lot prior to the construction of the main structure of the residence; provided however, that the provisions of this sub-paragraph shall not apply to temporary construction shelters.

2. Approvals. All modifications to previously approved construction and landscape plans must be submitted to be approved by the Management Committee.

B. Construction Regulations.

1. Noise Abatement and Hours of Work. Blasting, heavy equipment operation, and other loud noise from construction shall be prohibited between dusk and dawn. All blasting will require prior written approval of the Management Committee. The owner/owner's agent shall take necessary precautions and notify adjacent property owners, local traffic, pedestrians, etc. prior to blasting.

2. Construction Staging and Material Storage. All construction staging, including but not limited to, material storage, equipment storage, construction trailers, etc., must take place within the lot for which the building permit was issued unless an alternate staging area is approved in writing by the Owner's Association. Exterior construction shall be limited to

the hours of 7 am to 8 pm. Interior work can continue during all hours unless it becomes a nuisance to neighboring properties.

3. **Trash Containment and Removal.** Trash and construction debris shall be kept in containers, and be emptied on a regular basis to insure sufficient room to store trash at end of each working day. It shall be the responsibility of the general contractor to remove and dispose of, at an authorized county land fill, any excess trash and construction debris. Uncontrollable blowing construction debris from construction sites will not be tolerated. Fines by the Management Committee in the amount of \$250 for the first offense and \$500 for additional offenses shall be enforced

4. **Temporary Structures.** A small job office or trailer may be located on the site during the construction period. The job office must be removed from the site prior to occupancy.

C. **Building Inspections.**

The Management Committee will not inspect projects for building code conformance. The Management Committee will however, from time to time review the construction sites for conformance to these design standards.

It is the responsibility of the Applicant or the Applicant's builder to contact the State and other authorities regarding electrical, plumbing and other required inspections for building code conformance.

IX. **Submittal & Review Process**

The design review process must be followed for any of the following:

- Construction of any building
- Renovation, expansion, or refinishing of the exterior of any building.
- Interior changes which affect the major function of a building.
- Major landscape, road or parking changes.
- Exterior lighting changes.

In addition to meeting the requirements of these Design Guidelines, an owner must comply with the requirements of all governing agencies including Bonneville County and the State of Idaho in order to obtain a building permit, Certificate of Occupancy, Temporary Certificate of Occupancy or similar occupancy approval.

All plans submitted to the Management Committee shall be of an architectural quality prepared by a licensed architect or approved home designer. The Management Committee shall reject materials, designs and colors submitted with the plans, and the plans themselves, if they are not compatible or are inappropriate with the overall plan of the subdivision.

The IRR Design Review process has two steps: Sketch Plan Review and Final Plan Approval. It is recommended that owners follow this two step process for any major building project, however, owners may submit materials for Final Plan Review and Approval without a Sketch Plan Review. In addition, the owner may appeal the Management Committee's decision to the IRR Owner's Association.

A. Plan Review

The Plan Review addresses the planned improvements, building elevations, building sections, roof design, architectural character or expression, exterior materials, site conditions, grading, drainage and erosion control measures.

The Plan Review & Approval involves reviewing the following:

- Site sections indicating ridge line location, % of slope, extend of cut and fill, retaining walls, conformance with building height restrictions. (Scale: 1" = 20' min.)
- Floor Plans (1/8" = 1'-0")
- Exterior Elevations of all sides of proposed buildings (Scale: 1/8" = 1'-0")
- Roof Design (Scale: 1/8" = 1'-0")
- Exterior Materials
- Building Height Sketch showing height.
- Written Statement summarizing setback, height and square footage or proposed construction and whether any variance requests will be made.

The Management Committee will notify owner in writing of the Plan Approval decision within 20 days. Upon issuance of written approval, owner may apply for a building permit and design approval from the governing authorities. A penalty of \$1,000 will be

assessed if construction is started, ie moving dirt or digging, before the Management Committee has reviewed and approved the plans of the project.

Note: AFTER PLAN APPROVAL HAS BEEN OBTAINED, NO CHANGE FROM APPROVED PLANS SHALL BE MADE WITHOUT THE REVIEW AND WRITTEN APPROVAL OF THE MANAGEMENT COMMITTEE.

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STATE OF IDAHO) SS	
COUNTY OF BONNEVILLE)	
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By	<i>J. S. Selling</i>
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