

DECLARATION OF RESTRICTIVE COVENANTS
OF
COUNTRY CLUB HILLS SUBDIVISION NO. 1

Mike Groth Associates, Inc., fee owner of the following described real property located in the County of Bonneville, State of Idaho, the same being the real property now duly platted as Country Club Hills No. 1, a subdivision of Bonneville County, as such plat is now recorded in the records of the Office of the County Recorder of the County of Bonneville, State of Idaho, hereby makes the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting such subdivision may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this Declaration of Restriction being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein:

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Country Club Hills Subdivision No. 1, Homeowners' Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Mike Groth Associates, Inc.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional property shall require the assent of the Class B member, and the assent of two-thirds (2/3) of the Class A members at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III

MEMBERSHIP AND FUNCTION

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

The Association shall be obligated to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial profit-making activity.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in ARTICLE III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by ARTICLE III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by ARTICLE III.

ARTICLE V

PROPERTY RIGHTS

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- A. The right of the Association to limit the number of guests of members;
- B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- C. The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- D. The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 30 days for each occurrence of any infraction of its published rules and regulations.
- E. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No

such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and by the Class B member, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance.

Section 2. DELEGATION OF USE. Any member may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to the purpose of maintaining the Common Area, landscaped parking islands, walks and bicycle paths as may be contained in the Common Area, and any such other maintenance or improvement obligations which may be incurred by virtue of agreement with the City, County or other governmental authorities. The assessments shall further be used to provide adequate insurance of any and all types and amounts deemed necessary by the Board of Directors of the Association with respect to the Common Area and public way and to provide such reserves as may be deemed necessary in order to accomplish the objects and purposes of the Association in a continuing and perpetual manner.

Section 3. BASIS OF ASSESSMENTS. The annual assessment per Lot shall be the actual cost to the Association for the preceding year of the improvements and maintenance incurred pursuant to Section 2, above, divided by the number of Class A memberships in the Association. The assessment for the first year shall be based upon an estimate of such cost by the Board of Directors. No profit of any kind may go to the Association or any member of the Association for the providing or procuring of maintenance and improvement services, goods or materials.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy in any purpose of defraying, in whole or in part, the cost of the original landscaping and improvements on the Common Area. After the completion of the original placement and construction of Common Area landscaping and improvements, the Association may levy in any purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. At the first meeting called, as provided in Section 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any

time furnish a certificate in writing signed by a an officer of the Association setting forth whether the assessments on the a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest form the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority, (b) the Common Area, however, no land or improvements devoted to dwelling use shall be exempt from said assessments, (c) property of Declarant.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made 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 Architectural Committee in accordance with this Article.

Section 2. APPROVAL BY ARCHITECTURAL COMMITTEE. No building of any kind, including but not limited to dwelling houses, barns, stables, swimming pools and garages, nor any fences, shall ever be erected, altered or permitted to remain on any lands within the Subdivision, unless the complete

architectural plans showing the location and orientation thereof are approved by the Architectural Committee prior to the commencement of such work. A fee of \$36.00 shall be paid to the Architectural Committee to cover costs and expenses of review and inspection. Improvements to be done after the initial improvements costing less than \$500.00 shall be submitted as directed to the Architectural Committee for approval, but the fee of \$36.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of said buildings or structures, harmony of external design with existing structures within said Subdivision, location with respect to topography and finished grade elevations and harmony of landscaping with the natural setting and surrounding native trees, bushes and other vegetation. The complete architectural plans and specifications, including landscaping plans and specifications, must be submitted in duplicate, must include at least four different elevation views, and must be in accordance with this Declaration. Two complete copies of plans and specifications as approved shall be signed for identification on behalf of the Owner and the Architectural Committee; one set shall be retained by said Committee and one by the owner. Three meetings will be held to obtain approval for plans from the Architectural Committee. The purpose of the first meeting will be to review schematic plans and clarify basic ideas. The purpose of the second meeting will be for reviewing preliminary plans. At the third meeting, final working drawings will be submitted for advisement and final approval. In the event the Architectural Committee fails to take any action within fifteen (15) days after complete architectural plans for such work have been submitted to it, then all such submitted architectural plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any architectural plans, the person submitting such architectural plans may appeal the matter at the next annual or special meeting of the members of the Association, where an affirmative vote of at least two-thirds of the membership present shall be required to change the decision of the Architectural Committee. In addition to the three (3) planned approval meetings by the Architectural Committee, there will be three (3) physical inspections of the building and lot, after construction has started. The first of these meetings will be for the purpose of reviewing a certificated survey showing that dimensions, elevations, angles and the location of the building are in agreement with the plans which were submitted to and approved by the Architectural Committee. The cost of this survey and the responsibility for its preparation shall be the owners. The section meeting shall be between the Owner and the Architectural Committee's inspector. This inspection will be of the building when completely framed. The third meeting shall be conducted immediately prior to proposed occupancy. In each case the inspector will check the structure against the approved plans for conformity and sign and date the plans.

No ponds, parking areas, fences, or walls shall be erected or materially altered and no excavating, alteration of any stream or clearing, removal of shrubs or trees or landscaping on any Lot within the Subdivision shall be done unless the same has been approved in advance in writing by the Architectural Committee. In order to obtain such approval, the Owner must submit for consideration of the Architectural Committee such details and information with relation to the contemplated action as the Architectural Committee shall reasonably request.

Section 3. VARIANCES . Where circumstances, such as topography, hardship, location of property lines, location of trees, brush, streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

Section 4. GENERAL REQUIREMENTS. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the subdivision conform and harmonize with the natural surroundings and with existing structures as to external design, materials, color, setting, height, topography, grade and finished group elevation. The Architectural Committee shall exercise its best efforts to protect the natural view of each Lot insofar as such protection is consistent with the overall development, in accordance with the following guidelines:

- A. Harmony in building: The exterior material of all homes shall be either wood, stucco, brick or stone. The roofing materials shall be either wood shingles, approved composition shingles, tile roofs or gravel roofs in natural color.
- B. Color harmony: Exterior colors must be approved by the Architectural Committee in order that harmony with surrounding environment and with existing homes may be assured. The use of natural earth tones shall be encouraged, along with the use of wood and stone as materials.
- C. Retaining walls: All retaining walls must be approved by the Architectural Committee.
- D. Site plan: The direction which homes on corner lots shall face must be approved by the Architectural Committee. If possible, driveways having a slope of greater than 8% should be avoided.
- E. Roofs: All roofs shall have a pitch, the minimum being 4 in 12 (and the maximum being a 12 in 12 pitch).

- F. Fences: Fences shall be constructed in coordination with the general architecture and character of the surrounding area. The materials used shall be the same as or similar to those used in the building of homes, and should compliment the architecture of the home. The height shall be 8 feet or less.
- G. Exterior lighting: Some form of exterior lighting shall be required for each lot.
- H. Landscaping: No landscaping of the front yard shall be started on any of said lots nor any planting of trees take place until the plans and specifications therefore have been first approved in writing by the Architectural Committee. The landscaping must be completed for the front yard portion of the Lot within 9 months from the date the home is occupied.

Section 5. CHANGES AFTER CONSTRUCTION HAS BEGUN. Any changes to a dwelling or site not shown on approved plans after construction has begun, or approval has been granted, must be submitted to the Committee for approval.

Section 6. ARCHITECTURAL PLANS. The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

Section 7. ARCHITECTURAL COMMITTEE NOT LIABLE. The Architectural Committee shall not be liable in damages to any persons submitting any architectural plans for approval or to any Owner or Owners of lands within the subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such architectural plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Committee for approval, by doing so shall be deemed to have agreed and covenanted that he or it will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents. Any errors or omissions in the design of any building or yard work, and any violations of county ordinances are the sole responsibility of the Lot Owners and/or their designers or architects. The Committee's review of plans shall in no way be concerned with the structural or mechanical adequacy of the buildings or with the architectural soundness thereof.

Section 8. WRITTEN RECORDS. The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument, which records shall be maintained for a minimum of five years after approval or disapproval.

ARTICLE VIII

EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, restore the Lot and the exterior of the buildings and any other improvements of record thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IX

USE RESTRICITONS

Section 1. GENERAL USE RESTRICTIONS. All of the properties which are subject to this Declaration of Covenants, Conditions and Restrictions are hereby restricted to residential dwellings and ancillary and accessory uses and buildings in connection therewith. All buildings or structures erected in the Properties shall be of new construction and no buildings or structures shall be removed from other locations to the Properties. No building or structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any unit at any time as a residence either temporarily or permanently.

Section 2. NO BUSINESS USES. The lands within the Property shall be used exclusively for single family residential living purposes, such purposes to be confined to approved residential buildings within the Property. No lands within the Property shall ever be occupied or used for any commercial or business purpose, provided, however, that nothing in this Paragraph 5.3 shall be deemed to prevent:

- A. Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office; or
- B. Any Owner or his duly authorized agent from renting or leasing said Owner's residential building from time to time. Such rentals will only be permitted for not less than a seven (7) day period. The Owner of property being rented will remain responsible and subject to all of the provisions of this Declaration; or
- C. Any artist, artisan or craftsman from pursuing his artistic calling upon private area if such artist, artisan or craftsman also uses such private area for residential purposes, is self-employed and has no employees working in such private area, and does not advertise or offer any product or work of art for sale to the public upon or from such private area.

Section 3. RESTRICTION ON SIGNS. With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimensions identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the Owner to advertise his home or Lot for sale, no signs or advertising devices, including, but without limitation, commercial, informational or directional signs or devices shall be erected or maintained on any Lot, except signs approved in writing by the Architectural Committee as to size, materials, color and location:

- A. As necessary to identify ownership of the Lot and its address;
- B. As necessary to give directions;
- C. To advise of rules and regulations;
- D. To caution or warn of danger; and
- E. As may be required by law.

Section 4. NO RESUBDIVISION. No Lot shall be resubdivided, and only one single family residence shall be constructed or allowed to remain per Lot.

Section 5. UNDERGROUND UTILITY LINES. All water, gas, electrical, telephone and television cable, other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground and may not be exposed above the surface of the ground.

Section 6. SERVICE YARDS. All clothes lines, equipment, service yards or storage piles on any Lot shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Lot.

Section 7. NO NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done or placed on any Lot which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 8. NO HAZARDOUS ACTIVITIES. No activities shall be conducted on any Lot and no improvements constructed on any Lot which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot, and no open fires shall be lighted or permitted on any Lot except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well-designed interior fireplaces.

Section 9. NO UNSIGHTLINESS. No unsightliness shall be permitted upon any Lot. Without limiting the generality of the foregoing:

- A. Any unsightly structures, facilities, equipment, tools, boats, vehicles other than automobiles, objects and conditions shall be enclosed within approved Building or appropriately screened from view, except equipment and tools when in actual use for maintenance or repairs;
- B. No trailers, mobile homes, tractors, boats, truck campers or trucks other than pickup trucks shall be kept or permitted to remain upon the Property unless inside of an approved building or garage, except in the Common Area established for vehicle and boat storage by the Architectural Committee;
- C. No vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon any of the Property unless in an approved Building or garage;
- D. No lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on any of the Property;
- E. Refuse, garbage and trash shall be placed and kept at all times in a covered container, and such container shall be kept within an enclosed structure or appropriately screened from view;
- F. Hanging, drying or airing of clothing or household fabrics shall not be permitted within building or on Lots if visible from buildings or areas surrounding the Lot.

Section 10. NO ANNOYING LIGHTS, SOUNDS OR ODORS. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying, including without limitation speakers, horns, whistles, bells or other sound devices, except security and fire alarm devices used exclusively to protect any of the Lots or Buildings; and no odors shall be emitted from any Lot which is noxious or offensive to others.

Section 11. NO CESSPOOLS OR SEPTIC TANKS OR WELLS. No cesspools or septic tanks shall be permitted on any lot, and no sewage system may be maintained other than the central system provided by the Declarant. No well may be drilled on any Lot unless such well is part of the central culinary water systems provided by Declarant.

Section 12. LIVING AREA. The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches, and patios of 1,400 square feet.

Section 13. COMMON AREA USE.

- A. The use of the Common Area shall be subject to the restrictions set forth in ARTICLE V, Section 1, and to those restrictions hereinafter set forth.
- B. No use shall be made of the Common Area which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Area.
- C. No Owner shall place any structure whatsoever upon the Common Area, nor shall any Owner engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all members.
- D. The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors of the Association.
- E. No use shall be made of the Common Area which will unreasonably deny ingress and egress to said Common Area by any Owner or Members.

ARTICLE X

EASEMENTS

Section 1. Easements for public utilities over and across Common Area shall be those shown upon the recorded plat of Country Club Hills Subdivision No. 1, and such other easements as may be established pursuant to the provisions of this Declaration of Covenants, Conditions and Restrictions or as may hereinafter be granted over and across the Common Area by the Board of Directors of the Association. Notwithstanding the generality of the foregoing, each Owner and member grants to the Declarant a perpetual easement of ingress and egress for the purpose of reading utility meters, installing, repairing and maintaining pipes, valves, and other utility equipment and property, and for all other usual utility purposes.

ARTICLE XI

UTILITIES

Each member and Owner covenants that he will utilize the sewer, water and refuse collection systems and services, provided by the Declarant to the exclusion of all other such systems and services. The Declarant covenants that it will provide good and sufficient sewer, water and refuse collection systems of a character suitable for a residential subdivision. Declarant covenants that it will operate such sewer and water system as a non-profit private system or as a regulated public utility and will provide refuse collection service at its cost plus a reasonable administrative fee.

ARTICLE XII

GENERAL PROVISIONS

Section 1. ENFORCEMENT. The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. DECLARANT'S EASEMENTS. Anything to the contrary herein notwithstanding, the Declarant hereby reserves an easement and right-of-way over all Common Area and all Lots not conveyed, whether presently annexed or not, for its sole use for the purpose of constructing improvements, utilities and other matters including the right to erect temporary buildings to store any and all materials. Declarant further reserves the right to use any completed structure for the purpose of a sales office or model home for demonstration purposes. This easement shall cease when Declarant has conveyed the last Lot platted in this subdivision or any territory subsequently annexed as hereinabove provided, or December 31, 1978, whichever event occurs first.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of March, A.D., 1977.

ATTEST:

MIKE GROTH ASSOCIATES, INC.

/s/ Edward J. M'Donough

/s/ Michael D. Groth

Secretary

President

STATE OF IDAHO)
 }ss
County of Bonneville)

On this 10th day of March, 1977, before me personally appeared MICHAEL P. GROTH, known to me to be the President of Mike Groth Associates, Inc., and the person who executed this instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

/s/ Naida Brunnett
NOTARY PUBLIC
Residing at Idaho Falls, Idaho
My Commission Expires 5-20-77

Recorded May 14, 1977
Instrument Number 513297