

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

AMENDED CEDAR KNOLL ACRES, AMENDED PINECREST ADDITION AND
SOUTHWEST PAYETTE COTTAGE SITES

VALLEY COUNTY, IDAHO

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made on this 13th day of November, 20 13 by the State Board of Land Commissioners, by and through the Idaho Department of Lands (the "State Land Board"), with reference to the following facts:

A. The State Land Board is the owner of 97 residential Lots located at Payette Lake, Valley County, Idaho, known as AMENDED CEDAR KNOLL ACRES, AMENDED PINECREST ADDITION AND SOUTHWEST PAYETTE COTTAGE SITES. The land encumbered by this Declaration is more particularly described as follows:

All land currently owned by the State Land Board, located within the Plats of AMENDED CEDAR KNOLL ACRES, according to the Plat filed the 15th day of November, 2013, in Book "13" of Plats, Pages 13, as Instrument No. 381853; AMENDED PINECREST ADDITION, according to the Plat filed the 14th day of November, 2013, in Book "13" of Plats, Pages 11, as Instrument No. 381833; and SOUTHWEST PAYETTE COTTAGE SITES, according to the Plat filed the 14th day of November, 2013, in Book "13" of Plats, Pages 12, as Instrument No. 381834, records of Valley County, Idaho. Said land is identified more specifically by subdivision name, block and lot in **Exhibit "A"**.

Hereafter, the term "Owners" shall refer to the owners of the Lots bound by this Declaration together with the owners of such Lots which may hereafter be made subject to this Declaration by the deeded owners ("Pre-Existing Owners") of the Lots identified in **Exhibit "B"** and depicted on the Plats for purposes of identification ("Pre-Existing Lots"). The Pre-Existing Lots identified in **Exhibit "B"** are not currently owned by the State Land Board, and the Pre-Existing Owners have not yet agreed that Pre-Existing Lots which they own shall be subject to this Declaration. However, the Pre-Existing Owners may at any time subject their Pre-Existing Lots to this Declaration as provided in Section 2.3 below.

B. In addition to ownership of individual Lots, the Owners will hold a membership in an incorporated nonprofit Association, known or to be known as the Payette Lakes Cottage Sites Owners Association, Inc., which Association will operate and maintain certain properties and facilities within the Plats and assume maintenance obligations by virtue of deeded ownership and an easement over State land.

The State Land Board hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and sale of the Property as a rural, lake front residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Owners and the State's Lessees as provided herein and in the Addendum hereto, their successors-in-interest and assigns, the Association, and all parties having or acquiring any right, title, or interest in or to any part of the Property subject to the rights reserved by the State Land Board in the Addendum.

ARTICLE 1. **DEFINITIONS**

Unless otherwise expressly provided, the following words and phrases, when used in this Declaration and in the Project Documents, shall have the following meanings:

1.1 Addendum. Addendum shall mean the "Addendum to Declaration of Covenants, Conditions, and Restrictions" of equal date herewith or as may be amended from time to time, that provides additional definitions and covenants related to Cottage Site Leases between the State Land Board and its Lessees.

1.2 Affirmative Vote of the Membership. The Affirmative Vote of a Majority of the Membership shall be achieved on any particular matter upon the vote of at least fifty-one percent (51%) of the votes of the Members who are present in person or by proxy at a properly scheduled Membership meeting at which a quorum is established. The Affirmative Vote of sixty-seven percent (67%) of the Membership shall be achieved on any particular matter upon the vote of at least sixty-seven percent (67%) of the votes of the Members who are present in person or by proxy at a properly scheduled Membership meeting at which a quorum is established. The Board shall have the right to submit any matter requiring Membership approval to the Membership by mailed ballot, in which case the approval of the matter shall require the specified percentage (i.e., 51% or 67%) of the total votes of the Membership.

1.3 Articles. Articles shall mean the Articles of Incorporation of the Association, as amended from time to time.

1.4 Assessment. Assessment shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area (if any), and meeting other obligations of the Association, which is to be paid by the Owners as determined by the Association under the Bylaws. Assessments may be designated as Common Assessments, Special Assessments, Local Improvement

Assessments or Local Maintenance Assessments, as those terms are more specifically defined in the Bylaws.

1.5 Association. Association shall mean the Payette Lakes Cottage Sites Owners Association, Inc., an Idaho nonprofit corporation, formed by the State in conjunction with the recordation of this Declaration, the Members of which shall be Owners of Lots as provided herein, and any successor-in-interest thereto.

1.6 Association Documents. Association Documents shall mean the various governing documents of the Association, including: (a) the Articles of Incorporation; (b) the Bylaws; (c) this Declaration; (d) all Rules and Regulations promulgated by the Board; and, (e) all amendments and supplements to any of the aforementioned documents.

1.7 Association Expenses. Association Expenses shall mean the actual and estimated expenses of maintenance, improvement, repair, operation, insurance, and management of the Common Area, expenses incurred by the Association in meeting its obligations and in the administration of the Association, and any reasonable reserve for such purposes as determined by the Board. Association expenses may be levied and collected by the Board as Common Assessments, Special Assessments, Local Improvement Assessments or Local Maintenance Assessments.

1.8 Association Facilities. Association Facilities shall mean all property owned or leased by the Association or otherwise held or used by the Association, or which is under the Association's management or control by, through or under contractual arrangements, licenses or other arrangements, including property furnished by Declarant, real property or interests therein, improvements on real property, and personal property and equipment.

1.9 Benefitted Lots. Benefited Lots shall mean groups of Lots which have like interests or needs, which Lots may already be grouped as a Neighborhood, which are so designated for the following purposes: (a) to determine, assess and budget Local Improvement Assessments, as defined at Article 8 of the Bylaws; (b) to determine, assess and budget Local Maintenance Assessments, as defined at Article 8 of the Bylaws; and/or, (c) to otherwise facilitate the recognition of the group of Lots in furtherance of the purposes of this Declaration and the Bylaws. The Board may make such designation either of their own volition or in their discretion at the request of Members.

1.10 Board or Board of Directors. The Board or Board of Directors shall be the Board of Directors of the Association, as it shall be constituted from time to time.

1.11 Bylaws. Bylaws shall mean the Bylaws of the Association as restated or amended from time to time.

1.12 City. City shall mean the City of McCall.

1.13 City Code. City Code shall mean the McCall City Code.

1.14 Common Area. Common Area shall mean the property identified on the Plats as Common Area. Absent such designation, the term "Common Area" as used herein shall include but not necessarily be limited to all roads, easements, rights-of-way, and lake access lots which are shown on the Plats. Common Area shall also include additional property or property rights obtained by the Association in the future.

1.15 County. County shall mean Valley County, Idaho.

1.16 County Code. County Code shall mean the Valley County Land Use and Development Ordinance, as amended, superseded or repealed.

1.17 Declaration. Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions, as it may be amended from time to time.

1.18 Lot. Lot shall include a platted parcel of land that is part of the Plats, other than Common Area, as well as all Pre-existing Lots which become subject to this Declaration as provided below in Article 2.

1.19 Member. Member shall mean a member of the Association, as further defined in Article 2. Every Owner of a Lot subject to this Declaration now or at a later time shall automatically be a Member of the Association, except where said Lot Owner is the State Land Board, in which case the Member shall be the Lessee of the Lot, if any, as provided in that certain Addendum being filed of record with this Declaration. Notwithstanding the foregoing, Pre-Existing Owners are not automatically Members, but may join voluntarily and may thereupon become a Member, as set forth in Section 2.3(c).

1.20 Mortgage. Mortgage shall mean a recorded mortgage, deed of trust, real estate contract, or other instrument creating a voluntary security interest in any Lot.

1.21 Mortgagee. Mortgagee shall mean a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, leasehold, or other holder of a perfected voluntary security interest in any Lot.

1.22 Neighborhood. Neighborhood shall mean a group of Lots designated by the Board as a separate Neighborhood for purposes of: (a) determining, assessing and budgeting Local Improvement Assessments, as defined at Article 8 of the Bylaws; (b) determining, assessing and budgeting Local Maintenance Assessments, as defined at Article 8 of the Bylaws; (c) electing Directors to the Board; (d) providing input and information to the Board with regard to proposed services, maintenance, improvements or other issues uniquely affecting the Neighborhood; and/or (e) otherwise facilitating the recognition of the group of Lots in furtherance of the purposes of this Declaration and the Bylaws. The Board may make such designation either of their own volition or in their discretion at the request of Members. The initially designated Neighborhoods are identified on the attached **Exhibit "C"**.

1.23 Owner or Owners. Owner or Owners shall include the record holder or holders of title to a Lot within the Property, except that the State Land Board shall not be considered an Owner for purposes of this Declaration. The term "Owner" or "Owners"

shall exclude Mortgagees and any other persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.24 Person. Person shall mean any natural person, corporation, partnership, association, trustee, or other legal entity, but shall not include the State Land Board.

1.25 Plats. Plats shall refer to the recorded plats for AMENDED CEDAR KNOLL ACRES, AMENDED PINCREST ADDITION and SOUTHWEST PAYETTE COTTAGE SITES, and any amendments thereto.

1.26 Pre-Existing Owner or Pre-Existing Owners. Pre-Existing Owner or Pre-Existing Owners shall mean owners of Pre-Existing Lots.

1.27 Pre-Existing Lots. Pre-Existing Lots shall mean the Lots identified in attached Exhibit "B".

1.28 Project Documents. Project Documents shall mean the Plats and the Association Documents.

1.29 Property or Project. Property or Project shall mean all Lots subject to this Declaration as described in Exhibit A to this Declaration, and all common areas, easements and other Lots depicted on the Plats, together with all buildings, improvements and structures thereon.

1.30 State Land Board. The State Land Board shall mean the State Land Board, acting by and through the Idaho Department of Lands, collectively.

ARTICLE 2. **ASSOCIATION MEMBERSHIP**

2.1 Organization of Association. The Association shall be incorporated under the name of Payette Lakes Cottage Sites Owners Association, Inc., as a nonprofit corporation under the Idaho Nonprofit Corporation Act.

2.2 Duties and Powers. The duties and powers of the Association are those set forth in the Articles and Bylaws, together with its general and implied powers as a nonprofit corporation, generally to do any and all things that a nonprofit corporation organized under the laws of the State of Idaho may lawfully do, including, but not limited to, the performance of, and compliance with, all duties, responsibilities, terms and conditions set forth herein.

2.3 Membership.

(a) Classes. There shall be two classes of membership in the Association, which shall consist of the following:

(i) Current Owners. The owners of the Lots which are depicted in the Plats, excluding Common Area and Lessees of Lots as provided in the attached Addendum; and

(ii) Pre-existing Owners-Permanent Memberships. Pre-existing Owners who elect to join the Association and subject their Lots to this Declaration and the Association Documents.

(iii) Pre-Existing Owners-Provisional Membership. Pre-Existing Owners who elect to join the Association as provided below.

(b) Automatic Membership. The Owner of a Lot, except a Pre-Existing Owner, shall automatically, upon becoming the Owner of a Lot, be a Member of the Association, and shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease and its successor-in-interest shall become a Member. Membership shall be in accordance with the Articles and the Bylaws of the Association. The Lessees of Lots shall be considered Owners as provided in the Addendum.

(c) Voluntary Membership.

(i) Pre-existing Owners-Permanent Memberships. A Pre-Existing Owner may voluntarily become a Permanent Member of the Association provided that it must contemporaneously subject its Pre-Existing Lot to this Declaration by the recordation of a statement signed by any and all then current owners of said Pre-Existing Lot(s), sworn to, notarized, and recorded in the office of the Valley County recorder, legally describing the Pre-Existing Lot(s), and stating and agreeing that said Lot(s) shall forever thereafter be subject to all terms and conditions of this Declaration, and that such action is in the interest of their Pre-Existing Lot(s), and that they do so of their own free will. Once a Pre-Existing Owner submits its Pre-Existing Lot(s) to this Declaration, then the Pre-Existing Owner shall, for all purposes herein, thereafter be referred to, and treated as, an "Owner" and Member. A Pre-Existing Owner who becomes a Member shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease and its successor-in-interest shall become a Member. Membership shall be in accordance with the Articles and the Bylaws of the Association.

(ii) Pre-existing Owners-Provisional Memberships. A Pre-existing Owner may voluntarily become a Provisional Member of the Association provided that it must contemporaneously subject its Pre-Existing Lot to this Declaration by the recordation of a statement (the "Statement") signed by any and all then current owners of said Pre-Existing Lot(s), sworn to, notarized, and recorded in the office of the Valley County recorder, legally describing the Pre-Existing Lot(s), and stating and agreeing that said Lot(s) shall forever thereafter

be subject to all terms and conditions of this Declaration, subject to an option to withdraw as a Member, as described below, and that such action is in the interest of their Pre-Existing Lot(s), and that they do so of their own free will. The Association shall provide the Statement for the Pre-existing Owner's use as aforesaid. A Pre-existing Owner desiring to utilize this Provisional Membership shall notify the Association of such election not later than one (1) year after the date on which the Declaration is filed of record with Valley County, Idaho. The failure to timely do so shall result in a waiver of the right to utilize the Provisional Membership. Once a Provisional Member submits its Pre-Existing Lot(s) to this Declaration, then the Provisional Member shall, for all purposes herein, thereafter be referred to, and treated as, an "Owner" and Member. The option to withdraw as a Member may be exercised at any time within five (5) years of the date of the Statement upon delivery of written notice to the Association in form provided for this purpose by the Association (the "Notice") of the exercise of the option to withdraw. Such Notice shall be delivered not less than one hundred eighty (180) days prior to the date of withdrawal. The Association shall then execute the Notice and cause it to be filed of record with Valley County. In the event the Provisional Member does not elect to exercise its option to withdraw as provided herein, then it shall be deemed a Permanent Member. The aforesaid option to withdraw shall be personal to the Provisional Member, and may not be exercised by any other person, entity, assignee or successor-in-interest. A Pre-Existing Owner who becomes a Member shall remain a Member thereof until such time as its ownership ceases for any reason, at which time its membership in the Association shall automatically cease and its successor-in-interest shall become a Member. Membership shall be in accordance with the Articles and the Bylaws of the Association.

(d) Rights and Duties of Memberships. The two above-described classes of Memberships shall equally enjoy the rights and privileges and be subject to the duties and obligations afforded by this Declaration and the Association Documents.

ARTICLE 3. **CONSTRUCTION STANDARDS AND USE RESTRICTIONS.**

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

3.1 Single-Family Residential Use. No Lot shall be occupied or used except for single-family residential purposes by the Owner, its family, and its guests and invitees, or by a single-family tenant. No more than one (1) Single-Family Dwelling and such associated accessory structures as are allowed by the County Code or City Code, whichever may be applicable to the Lot, shall be allowed on any Lot. All docks placed on or appurtenant to a Lot shall be in accordance with applicable laws. An Owner may not assign or convey a right of use of a dock to anyone other than the dock's permitted owners of record.

3.2 Mobile Homes. Mobile homes shall not be placed on the Property.

3.3 Manufactured or Modular Homes. Manufactured or modular homes that comply with all applicable building codes and the applicable County Code or City Code, meet applicable snow load requirements for Property (i.e., under the applicable County Code, City Code or building codes), and are installed on a permanent foundation shall be allowed.

3.4 Permits; Construction Standards. Each Owner shall comply with all applicable federal, state, and local laws, rules, codes and regulations and procure at its own expense all licenses and permits required by such laws, rules, and regulations related to the use of the Lots. Construction standards and setbacks shall be in accordance with the County Code or City Code which is applicable to the Lot. Notwithstanding the foregoing, any structures or land uses which exist at the time of the recordation of this Declaration and which were approved by the State Land Board or which were in compliance with all applicable Codes when constructed are permitted to continue and shall be subject to the applicable code provisions for non-conforming uses or non-conforming structures.

3.5 Fire Hazards. Lots shall be maintained to reduce fire hazards by the elimination of fine fuels and dead material on the Lot to provide a natural but managed appearance in conformity with the International Urban-Wildlands Interface Fire Code.

3.6 Protection of Forest Resources. Other forest resources shall be protected, such as archeological resources, sensitive plant and animal species, water quality and fish habitat, as required by applicable federal, state, and local laws, rules, codes and regulations.

3.7 Fences. Fences on Lots shall comply with the provisions of the applicable County Code or City Code.

3.8 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, as defined by Idaho law. All exterior heating and cooling devices must be screened from the view of neighboring properties and all reasonable measures must be taken by the Owners of such devices to mitigate noise to adjoining properties. Without waiving an Owner's rights to seek relief under Idaho law, for purposes of a demand that the Association take action, the Association shall have sole discretion to determine whether the subject activity constitutes a nuisance under the terms of this Section.

3.9 Household Pets. No animals, of any kind, except for household pets shall be raised, bred, or kept on any portion of the Property. Pets must be kept within the boundaries of the Lot unless accompanied by and under the positive control of the Owner. Consistent and/or chronic barking by dogs, or threatening or aggressive behavior by an animal, shall be considered a nuisance. The Board may create such additional Rules and Regulations with regard to household pets as it deems reasonable appropriate.

3.10 Preexisting Structures. Any structure or improvement which is in place as of the date of recordation of this Declaration and which is not in conformity with any of the provisions of Article 3.2, 3.3, 3.4 or 3.7 above may be maintained and repaired in its current condition. In the event that such structure or improvement is replaced, then the replacement shall conform to all provisions of this Declaration and existing zoning ordinances, as amended.

ARTICLE 4. ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether so expressed in such deed, is deemed to covenant and agree to pay to the Association Assessments as set forth in the Bylaws. All Assessments, together with interest, costs, penalties, and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien by the Board as required by law (and limited in duration as provided by law). Each such Assessment, together with interest, costs, penalties, and actual attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due and such Assessment may be recovered by suit for a money judgment by the Association without foreclosing or waiving any lien securing the same. No Owner of a Lot may exempt himself or herself from liability for Assessments by waiver of the use or enjoyment of any of the Common Area (if any) or any other part of the Property, or by the abandonment of his or her Lot.

4.2 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability therefore, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded bona fide first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. However, neither sale nor transfer pursuant to mortgage foreclosure or by deed in lieu of foreclosure nor extinguishment, as aforesaid, shall affect or extinguish the personal liability of the Owner for unpaid Assessments.

In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter which are unpaid at the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments which are then owing to the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement. The grantee shall be liable for any such Assessment becoming due after the date of any such statement.

ARTICLE 5. RIGHTS OF MORTGAGEES

In order to induce various lenders and lending agencies to participate in the financing of any sale of Lots within the Property or construction of improvements thereon, this Article 5 is included in this Declaration. To the extent these added provisions pertaining to the rights of such lenders and lending agencies conflict with any other provisions of this Declaration or any other of the Project Documents EXCEPT THE ADDENDUM, these added restrictions shall control.

5.1 No Impairment. The following rights of a Mortgagee shall not be impaired:

- (a) To foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage;
- (b) To accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (c) To sell or lease a Lot so acquired by the Mortgagee without interference.

5.2 Subordination. Any lien created or claimed in the provisions of this Declaration is expressly made subject and subordinate to the rights of any first Mortgage which encumbers all or any interest in a Lot, made in good faith and for value; and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates its interest, in writing, to such lien. If any Lot and/or interest therein is encumbered by a first Mortgage made in good faith and for value, the foreclosure of any lien created by any provision set forth in this Declaration for Assessments, or installments of Assessments, shall not operate to affect or impair the lien of the Mortgage. On foreclosure of the Mortgage, the lien for Assessments or the installments that have accrued up to the time of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser taking title to the Lot or interest therein free of the lien for Assessments or installments that have accrued up to the time of the foreclosure sale. On taking title to the Lot and/or interest therein, the foreclosure-purchaser shall be obligated to pay only Assessments or other charges levied or assessed by the Association that become due or payable on or after the foreclosure-purchaser acquired title to the Lot and/or interest therein. The subsequently levied assessment or other charges may include previously unpaid Assessments, provided all Lot Owners, including the foreclosure-purchaser and its successors and assigns, are required to pay their proportionate share of such assessment as provided herein. As used herein, the term "foreclosure" shall include both judicial and non-judicial (i.e., trustee's sales), and a deed (or assignment) in lieu of foreclosure.

5.3 Amendment of Declaration. No amendment to this Declaration shall affect the rights of the holder of any first Mortgage recorded prior to recordation of such amendment who does not join in or consent in writing to the execution thereof.

5.4 Mortgagee Protection Clause. No breach of any covenants, conditions and restrictions in this Declaration, nor the enforcement of any of the lien provisions herein, shall defeat or render invalid the rights under any Mortgage on any Lot made in good faith and for value, but all of the covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

ARTICLE 6. COMMON AREA AND OWNERS' RIGHTS

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

- (a) The Association Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The vested property rights of Pre-existing Owners, the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of any recreational facilities which may be located within the Common Area; and,
- (d) The vested property rights of Pre-existing Owners, the right of the Board to suspend the right of an Owner to use any Common Area or any recreational facilities located within the Common Area (i) for any period during which any Assessment charged against such Owners Lot remains delinquent; and, (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of the Declaration, any applicable Supplemental Declaration, the Bylaws, or rules of the Association, after notice and a hearing as provided in the Bylaws.

6.2 Use by Others. Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees ("Sub-owners"), subject to reasonable Board regulation. All such Sub-Owners shall be subject to the provisions of Article 3 of this Declaration and to all applicable Rules and Regulations which are promulgated by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the lessee of such Lot, unless provided to the contrary in the Lease. An Owner shall be responsible and liable for the actions of its Sub-owners and for any violations by such Sub-owners of the terms of this Declaration and the Rules and Regulations which are promulgated by the Board.

6.3 Owners' Rights and Obligations Appurtenant. All rights, easements and obligations of an Owner under this Declaration and all rights of an Owner with respect to membership in the Association under this Declaration are hereby declared to be and shall be appurtenant to the title to the Lot owned by such Owner and may not be transferred, conveyed, devised, bequeathed, encumbered or otherwise disposed of separate or apart from fee simple title to such Owner's Lot. Every transfer, conveyance, grant, devise, bequest, encumbrance or other disposition of a Lot shall be deemed to

constitute a conveyance, grant, devise, bequest, encumbrance or transfer or disposition of such rights and obligations.

6.4 Limitation on Rights. Neither the Association nor any Owner shall have the right to grant any rights of use of the Common Area to the owners of property located outside of the Property or to members of the general public.

ARTICLE 7. **DURATION AND AMENDMENT**

7.1 Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in this Article 7.

7.2 Amendment. Amendments to this Declaration may be proposed by the Board. Notice of the subject matter of any proposed amendment to this Declaration in reasonably detailed form shall be included in the Notice of any meeting of the Association at which the proposed amendment is to be considered. The amendment shall be adopted upon the Affirmative Vote of sixty-seven percent (67%) of the Members.

7.3 Approval of Land Board. Notwithstanding the foregoing, the following special voting provisions shall apply: the State Land Board must provide its written consent to any amendment so long as the State owns a Lot. If such written consent is not provided, the amendment shall fail.

7.4 Certificate. A certificate, signed and sworn to by two (2) officers of the Association, that the record Owners of the required number of Lots have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The written consent of the Director of the Department of Lands must separately be recorded as evidence of its consent to any Amendment. The Association shall maintain in its files the record of all such votes or written consents for a period of at least five (5) years.

ARTICLE 8. **ANNEXATION AND WITHDRAWAL OF PROPERTY**

8.1 Annexation. The Association may subject additional property which is located within the exterior boundaries of the Plats to the provisions of this Declaration with the consent of the owner of such property and the Affirmative Vote of a Majority of the Membership. Such annexation shall be accomplished by recording a Supplemental Declaration with the Office of Recorder of the County, describing the property to be annexed and specifically subjecting it to the terms of this Declaration. Any such Supplemental Declaration shall be signed by the President and the Secretary of the

Association, and by the owner of the annexed property. Any such annexation shall be effective upon recording unless otherwise provided therein.

8.2 Withdrawal. The Association may withdraw property from the provisions of this Declaration with the consent of the Owner of such property and the Affirmative Vote of a Majority of the Membership. Such withdrawal shall be accomplished by recording a Supplemental Declaration with the Office of Recorder of the County, describing the property being withdrawn.

ARTICLE 9. GENERAL PROVISIONS

9.1 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

9.2 Conflict of Project Documents. If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: the Plats, the Addendum, this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association.

9.3 Addendum. The State Land Board will record an Addendum to this Declaration that provides specific rights to Lessees of Lots under the Cottage Site Lease Program of the State Land Board by and through the Idaho Department of Lands. The Addendum shall terminate and have no further effect after the State no longer owns any Lot.

9.4 Effect of Provisions of Declaration. Each provision of this Declaration and the Bylaws, and an agreement, promise, covenant and undertaking to comply with each provision of this Declaration and the Bylaws, and any necessary exception or reservation or grant of title, estate, right or interest to effectuate any provision of this Declaration and the Bylaws: (a) shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any real property within the Property is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (b) shall, by virtue of acceptance of any right, title or interest in any real property within the Property by an Owner be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner; (c) shall, as a personal covenant, be binding on such Owner and such Owner's respective heirs, personal representatives, successors and assigns; and, (d) shall be deemed an equitable servitude, running, in each case, as a burden with and upon the title to all Lots within the Property.

9.5 Enforcement and Remedies.

(a) In General. Each provision of this Declaration shall be enforceable by any Owner who has made written demand on the Association to enforce such provision and thirty (30) days have lapsed without appropriate action having been

taken, by a proceeding for a prohibitive or mandatory injunction. In addition to any other remedy available at law or in any of the Association Documents, each provision of this Declaration with respect to an Owner or property of an Owner shall be enforceable by the Association by a proceeding for a prohibitive or mandatory injunction and/or by a suit or action to recover damages, and/or, in the discretion of the Association, for so long as any Owner fails to comply with any such provisions, by exclusion of such Owner and such Owner's Lessees, Sub-owners and Guests from use of any Common Area or Association facility. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including injunction bond premiums, and its attorneys' fees incurred, including fees incurred on appeal.

(b) Fines. In addition to the provisions of Section 9.5(a), the Board shall be entitled to impose fines and penalties for violations of this Declaration in amounts to be provided in the Rules and Regulations. Fines and penalties may be assessed only against a Member of Association, and only if the violator is the Member or a member of the Member's family or a Sub-owner, guest, invitee, lessee, contractor, subcontractor, employee or agent of the Member. Fines and penalties may be increased in the case of a continuing violation, where the Member has failed to abate the violation within the time allowed therefore by the Board in written notice to the Member. In the case of a single incident, the fine or penalty may not be assessed unless the Member has received at least one prior written notice from the Board that the violation may subject the Member to fine(s). Fines and penalties imposed pursuant to this Section may be collected as an assessment as provided in the Bylaws and this Declaration. Non-payment of assessments shall not subject a Member to fines; rather, the remedy therefore shall be as provided in the Bylaws and as may otherwise be provided in this Declaration.

9.6 Limited Liability. Neither the Board, nor any member, agent or employee of the Board, nor the Association, nor State Land Board, Director, agent or employee of the Idaho Department of Lands, shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

9.7 Successors and Assigns. Except as otherwise provided herein, this Declaration shall be binding upon and shall inure to the benefit of the Association, and each Owner and their respective heirs, personal representatives, successors and assigns.

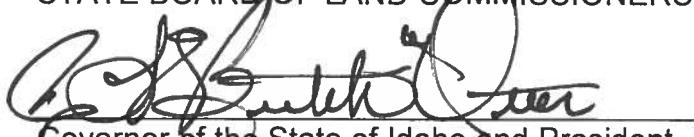
9.8 Waiver. Failure by the Association to enforce any provisions of the Association Documents shall not operate as a waiver of any such provision or of the Association's right to enforce such provision or any other provision of this Declaration or the Association Documents.

9.9 Notice of Sale. Any Owner, with the exception of Lessees, desiring to sell or otherwise transfer title to his or her Lot shall give the Association at least seven (7)

days' prior written notice of the name and address of the purchaser or transferee, the name of the closing agent for such transfer and the closing date of such transfer.

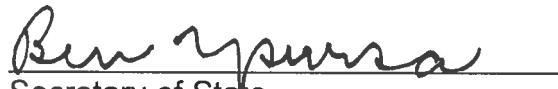
IN WITNESS WHEREOF, the State Land Board has caused this Declaration to be executed by its President, the Governor of the State of Idaho, and countersigned by the Secretary of State and the Director, Idaho Department of Lands.

STATE BOARD OF LAND COMMISSIONERS

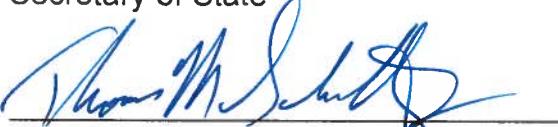


C. J. Schmid
Governor of the State of Idaho and President
of the State Board of Land Commissioners

Countersigned:



Ben Yuras
Secretary of State

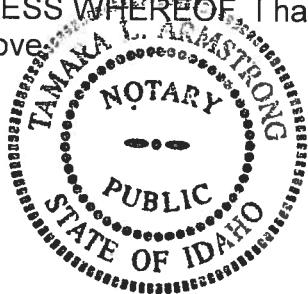


Tom M. Schmid
Director, Idaho Department of Lands

THE STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 13th day of November, 2012, before me, a Notary Public in and for said The State, personally appeared **C.L. "BUTCH" OTTER**, known to me to be the Governor of the State of Idaho and President of the State Board of Land Commissioners; **BEN YSURSA**, known to me to be the Secretary of State for the State of Idaho; and **THOMAS M. SCHULTZ, JR.**, known to me to be the Director of Department of Lands of the State of Idaho, that executed the same instrument and acknowledged to me that such The State of Idaho and The State Board of Land Commissioners executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



Tamara L. Armstrong
NOTARY PUBLIC FOR STATE OF IDAHO
Residing at Boise, Idaho
My Commission expires: 12/26/18

EXHIBIT A

(Listing of replatted Endowment lands)

Address #	Street Name	Subdivision	Block	Lot
995	Cedar Crest DR	Amended Cedar Knoll Acres	1	1
2269	Lovers LN	Amended Cedar Knoll Acres	1	2
2272	Warren Wagon RD	Amended Cedar Knoll Acres	1	3
2261	Lovers LN	Amended Cedar Knoll Acres	1	4
2280	Lovers LN	Amended Cedar Knoll Acres	2	1
2276	Lovers LN	Amended Cedar Knoll Acres	2	2
2270	Lovers LN	Amended Cedar Knoll Acres	2	3
2269	Tamarack RD	Amended Cedar Knoll Acres	2	4
990	Pinehaven PL	Amended Cedar Knoll Acres	3	1
2255	Tamarack RD	Amended Cedar Knoll Acres	3	2
2261	Tamarack RD	Amended Cedar Knoll Acres	3	3
2267	Payette DR	Amended Cedar Knoll Acres	4	1
2258	Wagon Wheel RD	Amended Cedar Knoll Acres	5	1
975	Pinehaven PL	Amended Cedar Knoll Acres	5	2
998	Spruce Way	Amended Cedar Knoll Acres	5	3
980	Spruce Way	Amended Cedar Knoll Acres	5	4
2245	Tamarack RD	Amended Cedar Knoll Acres	5	5
955	Pinehaven PL	Amended Cedar Knoll Acres	6	1
2251	Payette DR	Amended Cedar Knoll Acres	6	2
2245	Payette DR	Amended Cedar Knoll Acres	6	3
2248	Warren Wagon RD	Amended Cedar Knoll Acres	7	1
2225	Payette DR	Amended Cedar Knoll Acres	7	2
2235	Tamarack RD	Amended Cedar Knoll Acres	7	2
2239	Tamarack Way	Amended Cedar Knoll Acres	7	3
2242	Warren Wagon RD	Amended Cedar Knoll Acres	7	4
950	Chipmunk TR	Amended Cedar Knoll Acres	8	1
2230	Tamarack RD	Amended Cedar Knoll Acres	9	1

Road Lot	Amended Cedar Knoll Acres	10	1
Lover's Lane, Pine Haven Place, Tamarack Road and Spruce Way create road lot identified as Block 10, Lot 1.			

Address #	Street Name	New Subdivision	New Block	New Lot
997	Happy Day Way	Amended Pinecrest Addition	1	1
2088	Warren Wagon RD	Amended Pinecrest Addition	1	2
2078	Warren Wagon RD	Amended Pinecrest Addition	1	3
996	Rocky Shore DR	Amended Pinecrest Addition	1	4
991	Happy Day Way	Amended Pinecrest Addition	1	5
990	Rocky Shore DR	Amended Pinecrest Addition	1	6
2079	Warren Wagon RD	Amended Pinecrest Addition	2	1
2073	Warren Wagon RD	Amended Pinecrest Addition	2	2
2045	Warren Wagon RD	Amended Pinecrest Addition	3	1
2037	Warren Wagon RD	Amended Pinecrest Addition	3	2
2025	Warren Wagon RD	Amended Pinecrest Addition	3	3
2019	Warren Wagon RD	Amended Pinecrest Addition	3	4
2005	Warren Wagon RD	Amended Pinecrest Addition	4	1
2060	Warren Wagon RD	Amended Pinecrest Addition	5	1
2050	Warren Wagon RD	Amended Pinecrest Addition	5	2
2040	Warren Wagon RD	Amended Pinecrest Addition	5	3
2043	Ferndale Way	Amended Pinecrest Addition	5	4
2047	Ferndale Way	Amended Pinecrest Addition	5	5
2053	Ferndale Way	Amended Pinecrest Addition	5	6
2063	Ferndale Way	Amended Pinecrest Addition	5	7
2067	Ferndale Way	Amended Pinecrest Addition	5	8
991	Rocky Shore DR	Amended Pinecrest Addition	5	9
2072	Ferndale Way	Amended Pinecrest Addition	6	1
2066	Ferndale Way	Amended Pinecrest Addition	6	2
2052	Ferndale Way	Amended Pinecrest Addition	7	1
2046	Ferndale Way	Amended Pinecrest Addition	7	2
2042	Ferndale Way	Amended Pinecrest Addition	7	3
2035	Payette DR	Amended Pinecrest Addition	7	4
2057	Warren Wagon RD	Amended Pinecrest Addition	8	1

Road Lot	Amended Pinecrest Addition	9	1
Road Lot	Amended Pinecrest Addition	10	1
Winkum Way creates Block 9, Lot 1 Ferndale Way and Rocky Shore Drive creates Block 10, Lot 1			

Address #	Street Name	Subdivision Name	Block	Lot
993	Grouse Way	SW Payette Cottage Sites	1	1
2402	Warren Wagon RD	SW Payette Cottage Sites	1	2
	Community Beach Common Area	SW Payette Cottage Sites	2	1
2336	Warren Wagon RD	SW Payette Cottage Sites	3	1
	Warren Wagon Common Area	SW Payette Cottage Sites	32	1
	Wagon Wheel Bay Common Area	SW Payette Cottage Sites	4	1
991	Wagon Wheel RD	SW Payette Cottage Sites	5	1
965	Wagon Wheel RD	SW Payette Cottage Sites	6	1
	Wagon Wheel Point Common Area	SW Payette Cottage Sites	7	1
	Pine Haven Common Area	SW Payette Cottage Sites	8	1
2244	Payette DR	SW Payette Cottage Sites	9	1
2238	Payette DR	SW Payette Cottage Sites	10	1
2234	Payette DR	SW Payette Cottage Sites	10	2
2230	Payette DR	SW Payette Cottage Sites	10	3
	Chipmunk Trail Common Area			
	Lot 47 and original Chipmunk Trail access	SW Payette Cottage Sites	11	1
2210	Payette DR	SW Payette Cottage Sites	11	2
2206	Payette DR	SW Payette Cottage Sites	11	3
997	Chipmunk TR	SW Payette Cottage Sites	12	1
2212	Warren Wagon RD	SW Payette Cottage Sites	12	2
2209	Payette DR	SW Payette Cottage Sites	12	3
2205	Payette DR	SW Payette Cottage Sites	12	4
	Squarell Lane Common Area	SW Payette Cottage Sites	13	1
997	Squirrel LN	SW Payette Cottage Sites	14	1
2168	Payette DR	SW Payette Cottage Sites	15	1
2162	Payette DR	SW Payette Cottage Sites	15	2
2152	Payette DR	SW Payette Cottage Sites	15	3
	Payette Drive Common Area	SW Payette Cottage Sites	15	4
2140	Payette DR	SW Payette Cottage Sites	15	5
2130	Payette DR	SW Payette Cottage Sites	15	6
2142	Warren Wagon RD	SW Payette Cottage Sites	16	1
2134	Warren Wagon RD	SW Payette Cottage Sites	16	2
2113	Payette DR	SW Payette Cottage Sites	17	1
2108	Payette DR	SW Payette Cottage Sites	18	1
2104	Payette DR	SW Payette Cottage Sites	18	2
996	Happy Day Way	SW Payette Cottage Sites	19	1
2084	Payette DR	SW Payette Cottage Sites	20	1
978	Rocky Shore DR	SW Payette Cottage Sites	20	2
	Picnic Point Common Area (Rocky Shore Drive)	SW Payette Cottage Sites	20	3

Address #	Street Name	Subdivision Name	Block	Lot
2074	Payette DR	SW Payette Cottage Sites	21	1
		SW Payette Cottage Sites	22	1
2056	Payette DR	SW Payette Cottage Sites	22	2
2034	Payette DR	SW Payette Cottage Sites	23	1
980	Syringa Way	SW Payette Cottage Sites	24	1
Syringa Way Common Area		SW Payette Cottage Sites	24	2
1996	Payette DR	SW Payette Cottage Sites	24	3
1982	Warren Wagon RD	SW Payette Cottage Sites	24	4
1958	Warren Wagon RD	SW Payette Cottage Sites	25	1
1952	Warren Wagon RD	SW Payette Cottage Sites	25	2
1941	Warren Wagon RD	SW Payette Cottage Sites	26	1
1911	Warren Wagon RD	SW Payette Cottage Sites	27	1
1907	Warren Wagon RD	SW Payette Cottage Sites	27	2
1903	Warren Wagon RD	SW Payette Cottage Sites	27	3

Road Lot	SW Payette Cottage Sites	28	1
Road Lot	SW Payette Cottage Sites	29	1
Road Lot	SW Payette Cottage Sites	30	1
Road Lot	SW Payette Cottage Sites	31	1
Sylvan Creek Road and Sharlie Lane create Block 28 Lot 1 Sharlie Way, Sharlie Lane, Community Beach Road and Grouse Lane create Block 29 Lot 1 Squirrel Lance, Wagon Wheel Bay Road, Happy Day Way, Cedar Crest Drive, Payette Drive, 30' Access Road and Chipmunk Trail Road create Block 30 Lot 1 Payette Drive and Syringa Way create Block 31 Lot 1			

EXHIBIT B

(Listing of deeded lots not included in replatting activity)

DEEDED LOTS NOT INCLUDED IN REPLATTING		
Subdivision	Block	Lot
Cedar Knoll Acres	1	2
Cedar Knoll Acres	1	4
Cedar Knoll Acres	1	6
Cedar Knoll Acres	1	7
Cedar Knoll Acres	1	8
Cedar Knoll Acres	2	2
Cedar Knoll Acres	3	7
Cedar Knoll Acres	5	4
Cedar Knoll Acres	6	2
Cedar Knoll Acres	6	6
Cedar Knoll Acres	6	8
Cedar Knoll Acres	7	1
Cedar Knoll Acres	7	2
Cedar Knoll Acres	7	4
Cedar Knoll Acres	7	5

DEEDED LOTS NOT INCLUDED IN REPLATTING		
Subdivision	Block	Lot
Pinecrest Addition	2	1
Pinecrest Addition	4	2
Pinecrest Addition	3	5
Pinecrest Addition	3	8
Pinecrest Addition	5	2
Pinecrest Addition	6	2
Pinecrest Addition	6	5
Pinecrest Addition	6	6

DEEDED LOTS NOT INCLUDED IN REPLATTING	
Subdivision Name	Lot
Payette Cottage Sites	1
Payette Cottage Sites	2
Payette Cottage Sites	3
Payette Cottage Sites	4
Payette Cottage Sites	5
Payette Cottage Sites	6
Payette Cottage Sites	7
Payette Cottage Sites	10
Payette Cottage Sites	11
Payette Cottage Sites	12
Payette Cottage Sites	21
Payette Cottage Sites	22
Payette Cottage Sites	23
Payette Cottage Sites	24
Payette Cottage Sites	27
Payette Cottage Sites	28
Payette Cottage Sites	30
Payette Cottage Sites	31
Payette Cottage Sites	34
Payette Cottage Sites	35
Payette Cottage Sites	41
Payette Cottage Sites	42
Payette Cottage Sites	43
Payette Cottage Sites	44
Payette Cottage Sites	48
Payette Cottage Sites	49
Payette Cottage Sites	50
Payette Cottage Sites	54
Payette Cottage Sites	55
Payette Cottage Sites	56
Payette Cottage Sites	57
Payette Cottage Sites	58
Payette Cottage Sites	59
Payette Cottage Sites	60
Payette Cottage Sites	61
Payette Cottage Sites	62
Payette Cottage Sites	63
Payette Cottage Sites	64
Payette Cottage Sites	65
Payette Cottage Sites	66

DEEDED LOTS NOT INCLUDED IN REPLATTING	
Subdivision Name	Lot
Payette Cottage Sites	67
Payette Cottage Sites	70
Payette Cottage Sites	71
Payette Cottage Sites	73
Payette Cottage Sites	74
Payette Cottage Sites	75
Payette Cottage Sites	76
Payette Cottage Sites	103
Payette Cottage Sites	104
Payette Cottage Sites	106
Payette Cottage Sites	141
Payette Cottage Sites	142
Payette Cottage Sites	143
Payette Cottage Sites	144
Payette Cottage Sites	145
Payette Cottage Sites	146
Payette Cottage Sites	147
Payette Cottage Sites	148
Payette Cottage Sites	149
Payette Cottage Sites	150
Payette Cottage Sites	151
Payette Cottage Sites	152
Payette Cottage Sites	153
Payette Cottage Sites	155
Payette Cottage Sites	156
Payette Cottage Sites	157
Payette Cottage Sites	158
Payette Cottage Sites	159
Payette Cottage Sites	160
Payette Cottage Sites	163
Payette Cottage Sites	164
Payette Cottage Sites	171
Payette Cottage Sites	172
Payette Cottage Sites	173
Payette Cottage Sites	174
Payette Cottage Sites	175
Payette Cottage Sites	176
Payette Cottage Sites	177
Payette Cottage Sites	178
Payette Cottage Sites	187
Payette Cottage Sites	201

DEEDED LOTS NOT INCLUDED IN REPLATTING	
Subdivision Name	Lot
Payette Cottage Sites	202
Payette Cottage Sites	203
Payette Cottage Sites	204
Payette Cottage Sites	205
Payette Cottage Sites	206
Payette Cottage Sites	207
Payette Cottage Sites	208
Payette Cottage Sites	209
Payette Cottage Sites	210
Payette Cottage Sites	211
Payette Cottage Sites	212
Payette Cottage Sites	213
Payette Cottage Sites	214
Payette Cottage Sites	215
Payette Cottage Sites	216
Payette Cottage Sites	217
Payette Cottage Sites	218
Payette Cottage Sites	219
Payette Cottage Sites	220
Payette Cottage Sites	221
Payette Cottage Sites	222

EXHIBIT C
(Initial Neighborhoods)

The Sylvan Beach Mutual Corporation will remain in place as an association separate and distinct from the Association. The boundaries of the property which is deemed to be included in the said Mutual Corporation shall be the external boundaries of the lots who participate in the Sylvan Beach Mutual Corporation and said area shall be generally described as follows: Originating at the northern boundary of the Amended Payette Lake Cottage Sites plat and extending south along the eastern boundary of Warren Wagon Road to the southwest corner of Lot 164, thence easterly along the southern boundary of said Lot 164 to the southeast corner of said Lot 164, thence northerly along the eastern boundary of said Lot 164 to the northeast corner of said lot, thence easterly along the northern boundary of Sharlie Lane to the northeast corner of Sharlie Lane, thence southerly to the southwest corner of lot 178, thence easterly to the Lake along the southern boundary of said Lot 178.

The following six (6) Neighborhoods in the platted subdivisions will be initially created:

1. The Wagon Wheel Bay Neighborhood: Running from the above-described southern boundary of the Sylvan Beach Mutual Corporation (which would be the northern boundary of the Wagon Wheel Bay Neighborhood) to a southern boundary described as follows: From Warren Wagon Road easterly along the south boundary of Cedar Crest Drive, to Payette Drive, thence northerly along the east boundary of Payette Drive, thence easterly to the Lake along the common boundary of Lots 64 and 65, Amended Payette Lake Cottage Sites.
2. The Pine Haven Neighborhood: Running from the southern boundary of the Wagon Wheel Bay Neighborhood (which would be the northern boundary of this Neighborhood) to a southern boundary line described as follows: From Warren Wagon Road easterly along the southern boundary of Pine Haven Place, thence easterly extending to the Lake across Payette Drive and along the northern boundary of Lot 57, Amended Payette Lake Cottage Sites.
3. The Chipmunk Trail Neighborhood: Running from the southern boundary of the Pine Haven Neighborhood (which would be the northern boundary of this Neighborhood) to a southern boundary line described as follows: From Warren Wagon Road easterly along the southern boundary of Lot 4, Bl. 12, Southwest Payette Cottage Sites, thence easterly extending across Payette Drive and to the Lake along the southern boundary of Lot 3, Bl. 11.
4. The Squirrel Lane Neighborhood: Running from the southern boundary of the Chipmunk Trail Neighborhood (which would be the northern boundary of this Neighborhood) to a southern boundary line described as follows: From Warren Wagon Road easterly along the southern boundary of Lot 1, Bl. 1, Amended

Pinecrest Addition, thence southerly along the west boundary of Lot 5, Bl. 1, thence easterly along the southern boundary of Lot 5, Bl. 1, extending across Payette Drive, thence northerly along the east boundary of Payette Drive to the common boundary of Lots 30 and 31, thence easterly along said common boundary to the Lake.

5. The Picnic Point Neighborhood: Running from the southern boundary of the Squirrel Lane Neighborhood (which would be the northern boundary of this Neighborhood) to a southern boundary line described as follows: From Warren Wagon Road easterly along the southern boundary of Wild Rose Street, thence across Payette Drive to the eastern boundary of Payette Drive, thence northerly along the said eastern boundary of Payette Drive to the South boundary of Lot 1, Block 23, Southwest Payette Cottage Sites, thence easterly along said southern boundary of Lot 1, Block 23 to Payette Lake; also including the Lots on the west side of Warren Wagon Road.
6. The Wild Rose Neighborhood: Running from the southern boundary of the Picnic Point Neighborhood (which would be the northern boundary of this Neighborhood) to the southern boundary of the platted properties, excluding the property identified as "State Subdivision-Future Plat" on the State Subdivision – Southwest Payette Cottage Sites Plat.

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**AMENDED CEDAR KNOLL ACRES, AMENDED PINECREST ADDITION AND
SOUTHWEST PAYETTE COTTAGE SITES**

VALLEY COUNTY, IDAHO

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS	2
1.1 Addendum	2
1.2 Affirmative Vote of the Membership.....	2
1.3 Articles	2
1.4 Assessment.....	2
1.5 Association	3
1.6 Association Documents	3
1.7 Association Expenses.....	3
1.8 Association Facilities	3
1.9 Benefitted Lots.....	3
1.10 Board or Board of Directors.....	3
1.11 Bylaws	3
1.12 City	3
1.13 City Code.....	3
1.14 Common Area.....	4
1.15 County	4
1.16 County Code	4
1.17 Declaration	4
1.18 Lot	4
1.19 Member	4
1.20 Mortgage	4
1.21 Mortgagee	4
1.22 Neighborhood.....	4
1.23 Owner or Owners	4
1.24 Person	5
1.25 Plats	5
1.26 Pre-Existing Owner or Pre-Existing Owners.....	5
1.27 Pre-Existing Lots	5
1.28 Project Documents	5
1.29 Property or Project	5
1.30 State Land Board	5
ARTICLE 2. ASSOCIATION MEMBERSHIP	5
2.1 Organization of Association	5
2.2 Duties and Powers.....	5
2.3 Membership	5
(a) One Class.....	5
(b) Automatic Membership.....	6

(c) Voluntary Membership.....	6
ARTICLE 3. CONSTRUCTION STANDARDS AND USE RESTRICTIONS	7
3.1 Single-Family Residential Use	7
3.2 Mobile Homes.....	8
3.3 Manufactured or Modular Homes	8
3.4 Permits; Construction Standards	8
3.5 Fire Hazards	8
3.6 Protection of Forest Resources	8
3.7 Fences	8
3.8 No Noxious or Offensive Activity.....	8
3.9 Household Pets	8
ARTICLE 4. ASSOCIATION MAINTENANCE FUNDS AND ASSESSMENTS.....	9
4.1 Creation of the Lien and Personal Obligation of Assessments	9
4.2 Transfer of Lot by Sale or Foreclosure	9
ARTICLE 5. RIGHTS OF MORTGAGEES.....	10
5.1 No Impairment	10
5.2 Subordination	10
5.3 Amendment of Declaration	10
5.4 Mortgagee Protection Clause	11
ARTICLE 6. COMMON AREA AND OWNERS' RIGHTS	11
6.1 Common Area	11
6.2 Use by Others.....	11
6.3 Owners' Rights and Obligations Appurtenant	11
ARTICLE 7. DURATION AND AMENDMENT	12
7.1 Duration	12
7.2 Amendment	12
7.3 Approval of Director	12
7.4 Certificate	12
ARTICLE 8. ANNEXATION AND WITHDRAWAL OF PROPERTY	12
8.1 Annexation.....	12
8.2 Withdrawal.....	13
ARTICLE 9. GENERAL PROVISIONS	13
9.1 Invalidity of Any Provision.....	13
9.2 Conflict of Project Documents	13
9.3 Addendum	13
9.4 Effect of Provisions of Declaration	13
9.5 Enforcement and Remedies	13
(a) In General	13
(b) Fines.....	14
9.5 Limited Liability	14
9.6 Successors and Assigns.....	14
9.7 Waiver	14
9.8 Notice of Sale	14

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

VALLEY COUNTY, IDAHO