

INSTRUMENT NO. 88534

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
TIMBER RIDGE SUBDIVISION**

For Platted Lands in Sections 8 and 9, Township 19 North, Range 2 East, Boise Meridian, Adams County, Idaho.

THIS DECLARATION made this 1st day of August, 1995, by H.P.L. PARTNERS, a California Limited Partnership, duly registered in the State of Idaho, hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and,

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said Community, and to this end, desires to subject the real property described in Article III to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof;

NOW, THEREFORE, the Declarant declares that the real property in Article III, and such additions thereto as may be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DECLARATION

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

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erected and maintained on any lot. Provided, however, this section is subject to the limitations set forth in Section 4.12 above.

Timber Ridge Association shall maintain all fences on the perimeter of the Subdivision. The Subdivision is surrounded by cattle ranchers. Both interior and exterior Lot owners benefit by keeping the cattle out. The steel post wire fence that borders the Payette National Forest is a "drop fence" and will be dropped for snow by November 1st and stood back up by June 1st each year.

All exterior, interior or cross fencing shall first be approved by the Architectural Control Committee.

4.14 Goose Creek Canal/Campbell Ditch, Lots - 2, 3, 10, 11, 47, 48: The Goose Creek Canal/Campbell Ditch has been a long standing irrigation canal for many ranches in the Meadows Valley. Adjoining lots and the Timber Ridge Subdivision have no water rights to the canal. A fifty foot (50') easement as shown on the plat is for periodic maintenance to clean the canal. A backhoe or cat will scrape the silt and debris from the bottom of the canal and either deposit along the bank or haul off to an off-site location. Lot No. 3 shall maintain an entrance gate and twenty-foot (20') easement from Wallace Lane to the canal as shown on the plat. Fences shall be installed a minimum of twenty feet (20') from the top edge of the canal's bank on the west side (Lots 2, 3 and 10) and ten feet (10') from the top edge of the canal's bank on the east side (Lots 2, 11, 47 and 48). No Lots may build any permanent bridge or structure across the canal. Lot No. 2 may build a removable footbridge for people or animals only, upon prior approval from the Architectural Control Committee. Any Lot owners who have animals must first fence off their property so as no animals can enter or cross the canal.

4.15 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee.

4.16 Irrigation Easements: All irrigation easements as shown on the plat of record are subject to periodic maintenance. Headgates, culverts and points of diversion may be installed only with prior approval from the Architectural Committee, or the Timber Ridge Water Master.

Fences that cross through an irrigation easement shall have a minimum ten foot (10') access gate installed. Access to irrigation easements shall be limited to those Lot owners who have a point of diversion or headgate on another Lot that directly controls their water flow and/or an appointed Water Master.

4.17 Parking: Parking shall be accommodated on Lots with no Owner parking of vehicles allowed on private or public streets. The improvements on each Lot shall provide at least a two-car garage.

4.18 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant may use any structures owned by Declarant on the Property as model home complexes or real estate sales or leasing offices. Declarant need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Declarant or an affiliate of Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Adams County Recorder.

4.19 Wetlands: The designated wetlands within the Subdivision shall be treated and managed in accord with regulations of the United States Army Corp of Engineers. No construction other than fences will be allowed in wetlands areas except construction which is approved by the U.S. Army Corp of Engineers.

4.20 Tree Cutting: Any Owners who plan to commercially harvest timber on their lot(s) shall be required to follow the Timber Ridge Forest Management Plan dated June 23, 1995. The cutting of any live trees more than six (6) inches in diameter shall require the prior approval from the Architectural Control Committee.

ARTICLE V

TIMBER RIDGE PROPERTY OWNERS' ASSOCIATION

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