

Cooper, Jeff

From: Zach Latham [zach.latham@brockwayeng.com]
Sent: Tuesday, August 03, 2010 11:54 AM
To: Cooper, Jeff
Subject: Cottonwood Creek Subdivision Declaration of CCR's
Attachments: Cottonwood Creek Subdivision Declaration of Covenants Conditions and Restrictions.pdf

Jeff-
Please see the attached Amended and Reinstated Declaration of Covenants, Conditions and Restrictions for the Cottonwood Creek Subdivision and refer to page 14, section 6.05 B (2) dealing with permission to irrigate private lots with the HOA water rights. Processing of the Cottonwood Creek HOA water right transfer application should be able to proceed with this submission. Please give me a ring with comments or questions, thanks.

Zach Latham

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All information, calculations, maps, drawings, or other documents transmitted via e-mail are preliminary unless explicitly stated in the e-mail text or in the documents themselves.

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cottonwood Creek Homeowners Association, Inc.
Post Office Box 2840
Ketchum, Idaho 83340

Instrument # 578583

HAILEY, BLAINE, IDAHO

6-28-2010 01:18:11 No. of Pages: 35

Recorded for : LAWSON LASKI CLARK POGUE PLLC

JOLYNN DRAGE

Fee: 105.00

Ex-Officio Recorder Deputy

Index to: AMENDED COVENANTS & RESTRICTIONS

(Space Above Line For Recorder's Use)

**AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
COTTONWOOD CREEK**

THIS AMENDED AND RESTATED DECLARATION ("Declaration") amending and restating the Declaration of Covenants, Conditions And Restrictions For Cottonwood Creek, dated December 10, 1991, and recorded on January 10, 1992, as Instrument No. 337074, and amended by the First Amendment and Supplement To the Covenants, Conditions and Restrictions For Cottonwood Creek, recorded on October 19, 1994, as Instrument No. 371930 records of Blaine County, Idaho is made pursuant to Section 12.02 of the Declaration by at least three-fourths of the Owners.

ARTICLE 1 - RECITALS

1.01 Property Covered. The real property ("Property") burdened by this Declaration is described as Parcel I: Lot 2 in Block 2 of ZINC SPUR - UNIT FOUR, according to the official plat thereof, recorded as Instrument No. 214089, records of Blaine County, Idaho; Parcel II: Lot 2 in Block 1 of ZINC SPUR - UNIT FIVE, according to the official plat thereof recorded as Instrument No. 233535, records of Blaine County, Idaho; and Parcel III: TOWNSHIP 3 North, Range 18 East, Boise Meridian, Blaine County, Idaho.

1.02 Purpose. Owners hereby subject all the Property to certain protective covenants, conditions and restrictions for the benefit of the Property and present and future owners thereof. This Declaration of Covenants, Conditions and Restrictions is intended to preserve the value, desirability and attractiveness of the property, to create and protect the highest quality development of the Property and to insure proper maintenance thereof.

ARTICLE 2 - DECLARATION

2.01 Scope of Declaration. Owners hereby declare that the all of the Property, and each Lot therein, is and shall be held, said, and conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, and equitable servitudes which are for the purpose of protecting the value and desirability of and which shall run, with the Property. The covenants, conditions and restrictions contained in this Declaration shall:

A. Be binding upon all persons having or acquiring any right, title, or interest in or to the Property or any Lot, and their successors or assigns; and

B. Inure to the benefit of every portion of the property any Lot or any interest therein; and

C. Inure to the benefit and be binding upon Declarant, and its successors, and assigns and each grantee and his respective successors in interest; and

D. Be enforced by Declarant or its agent, by any Owner or grantee or his successors in interest or by the Cottonwood Creek Homeowners Association.

2.02 Other Restrictions. The covenants, conditions and restrictions contained in this Declaration are in addition to any other land use restrictions, zoning ordinances, laws, rules, and decisions of other governmental authorities and governmental and judicial authorities including Blaine County, Idaho. This Declaration does not supplant any such land use restrictions which are enforced, and must be satisfied, independent of this Declaration.

ARTICLE 3 - DEFINITIONS

Unless the context requires otherwise, the following words and phrases when used in these Restrictions shall have the meanings hereinafter specified;

3.01 ARTICLES shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Idaho, as amended from time to time.

3.02 ASSESSMENTS shall mean those payments required of Cottonwood Creek Homeowners Association, Inc. members, including regular and special assessments as further defined in this Declaration.

3.03 ASSOCIATION shall mean the Cottonwood Creek Homeowners Association, Inc., the non-profit Idaho corporation described in this Declaration, its successors and assigns.

3.04 ASSOCIATION EASEMENTS shall mean water and equestrian easements and other easements granted to the Owners and the Association for the benefit of its Members.

3.05 ASSOCIATION RULES shall mean the rules and regulations of the Association as amended from time to time.

3.06 BASE ELEVATION shall mean the point at natural grade existing prior to any site preparation.

3.07 BENEFICIARY shall mean a mortgagee under a mortgage or a beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.

3.08 BOARD shall mean the Board of Directors of the Cottonwood Creek Homeowners Association, Inc.

3.09 BUILDING FOOTPRINT shall mean the area of a Lot which is within the perimeter created by a vertical extension to the ground of the exterior walls of all enclosed portions or extensions of buildings (including, but not limited to, attached garages, enclosed decks, porches, solariums, and similar enclosed extensions, attachments and accessory structures) and unenclosed portions or extensions of buildings (including, but not limited to, unenclosed decks, porches, porte-cocheres, eaves and roof overhangs).

3.10 BYLAWS shall mean the Bylaws of the Association which have been or shall be adopted by the Board, as such Bylaws may be amended from time to time.

3.11 COMMON AREA shall mean all the real property, including easements, and roadways described herein and set forth on the Cottonwood Creek Subdivision plat, which the Association owns, or otherwise holds possessory or use rights for the common enjoyment of its Members.

3.12 DECLARANT shall mean Cottonwood Creek Investors, Inc., an Idaho corporation or any person, persons, entity or entities to whom the rights of the Declarant under this Declaration are specifically transferred by the Declarant.

3.13 DECLARATION shall mean this instrument as it may be amended and supplemented from time to time.

3.14 DEED OF TRUST shall mean a mortgage or a deed of trust, as the case may be.

3.15 DESIGN REVIEW COMMITTEE RULES shall mean the rules adopted by the Design Review Committee pursuant to hereto.

3.16 IMPROVEMENT shall mean all things contracted upon, above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, irrigation devices, antennae, sport courts, satellite dishes, and water softener fixtures or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any excavation or fill for any purpose and any diversion dam, ditch, fill, or other device which affects or alters the natural or existing flow of water.

3.17 LOT shall mean one or more of Lots I through 11 of the subject subdivision.

3.18 MEMBER shall mean any person who is a member of the Association.

3.19 MORTGAGE shall mean any mortgage or deed of trust or other conveyance of a Lot to secure the performance of an obligation which will be void and reconveyed upon the completion of such performance.

3.20 NOTICE AND REARING shall mean thirty (30) days notice and public hearing before the Board at which time the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense.

3.21 OWNER shall mean the person or persons or other legal entity or entities, including Declarant, holding a fee simple interest in a Lot or, as the case may be, or the purchaser of a Lot under an executory contract of sale (but excluding those having such interest merely as security for the performance of an obligation). For the purposes of Articles 4 and 5 only, unless the context otherwise requires, Owner shall also include the family, invitees, licensees and lessees of any Owner.

3.22 PERSON shall mean a natural individual or any other entity with the legal right to hold title to real property.

3.23 RESTRICTIONS shall mean this Declaration, as said Declaration may be amended from time to time, and the Rules from time to time in effect.

3.24 SUPPLEMENTAL DECLARATION shall mean a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of setting forth additional covenants, conditions, and restrictions on the Property.

3.25 WATER RIGHTS shall have the meaning set forth in Section 6.05 B(2).

ARTICLE 4 - General and Specific Restrictions

Except upon prior written approval of the Design Review committee, the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

4.01 Design Review Committee. There shall be no excavation, construction, or alteration of any Lot, no action to construct, place or erect any Improvement on any Lot (or which in any way alters the exterior appearance of any Improvement or Lot or removal of any Improvement), and no other structure of any kind shall be built, erected, placed, or altered on any Lot without the prior written approval of the Design Review Committee in accordance with this Declaration and the Design Review Committee Rules which immediately follow this Declaration in this bound volume and which are incorporated herein by reference as if restated in full. These requirements shall apply only to the exterior appearance of said Improvements and not the interior thereof.

4.02 Insurance Rates. Nothing shall be done or kept on the Property or any Lot which will increase the rate, or result in the cancellation of insurance payable by any Owner, the Association or Declarant, or which would be in violation of any Association or Blaine County Regulation.

4.03 No Further Subdivision. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Design Review Committee for the transfer or sale of any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

4.04 Animals. No animals, except horses, shall be raised, bred or kept on any lot. Up to two (2) dogs and two (2) cats and other indoor household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and not allowed to run at large, chase wild animals or bark excessively provided further, that the owner thereof complies with any further restrictions contained in any supplemental Declaration, any Design Review Committee rules and the Association rules, including, without limitations, those applying to outdoor kennels and dog runs. The maximum number of horses permitted shall be one (1) animal per gross acre except with Board of Director approval. Not more than six (6) horses may be kept on any lot. The get of any animal will not be counted among the total animals permitted until the get is weaned, or the get reaches an age of eight (8) months, whichever is later. Animals shall be kept as an adjunct to a private residence and for the personal pleasure and benefit of the owner. The keeping of animals is prohibited where the owner or lessee is not in residence. The operation of a horse training school, boarding or breeding stable, riding club, horse show, or any commercial type program is prohibited. The raising of horses for sale is not considered a commercial operation. Owners of animals or those responsible for their care will be required to remove the manure or other waste from stalls, paddocks, corrals or pasture as often as necessary to maintain the facilities in a sanitary and attractive condition. No owner shall store or permit to be stored upon his property such quantities of decaying organic material, manure composting material, feed or bedding for animals, as to constitute an injury or a nuisance to the property of any adjoining property owners."

4.05 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to any other Lot in the vicinity thereof or to its occupants. No noise, including but not limited to, noise created by people, animals, equipment, electronic device, audio receiver, television, stereo, musical instrument and/or machinery, or any other audible nuisance shall be permitted which is offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any such property without the prior written approval of the Board.

4.06 Disrepair. If any Owner permits any Improvement for which he is responsible to maintain to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, the Board, upon fifteen (15) days prior written notice to such Owner, may correct such condition and enter upon such Owner's Lot for the purpose of doing so and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall create a lien in the same manner as other assessments as set forth in this Declaration. Such Owner shall be personally liable, and his property may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each such Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor or the amounts may, at the option of the Board, be added to amounts payable by such Owner as a regular Assessment.

4.07 Maintenance of Buildings and Landscaping. No Improvement upon any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept up in good condition and repair and adequately painted or otherwise finished by the Owner thereof. Any

maintenance and/or repair of any Improvement shall not alter the appearance, color, or finish, of said Improvement without prior review and approval of the Design Review Committee.

4.08 Drainage; Waterways. There shall be no interference with the established drainage pattern over any Lot within the Property unless adequate provision is made for Property drainage which is approved in writing by the Design Review Committee. For purposes of this Declaration, "established" drainage is defined as the drainage which exists at the time the overall grading of and Property or Lot is completed by Declarant, as shown on any plans approved by the Design Review Committee or as shown on the subdivision plat of the Property.

There shall be no rerouting, dredging, rechanneling, any other interference with or modification of any waterway, irrigation ditches, ponds, streams, culverts, or any other water amenities on the Property without prior written approval of the Design Review Committee and any modification shall comply with Chapter 17, of The Blaine County Zoning Ordinance (Floodplain Management District).

Due to the fragility of the pond and watercourse linings, no boats, tubes or rafts capable of carrying a person or child shall be allowed in or on any watercourses.

4.09 Sewage and Water Supply Facilities. All residential structures on any lot shall be provided with an adequate sewage treatment facility and wells, including septic tank and drain field of a capacity and design approved by the South Central Health District, the Design Review Committee and such other governmental authorities as may be required. All such facilities shall be adequately maintained so as to cause no offensive odors or above ground discharge. At such time as the sewer line for a sewer treatment facility or spreading field is available for hookup to structures on the lots, all such lots shall cease utilizing septic tanks and drain fields and shall utilize such sewer treatment facility or spreading field. Any sewage facility shall be located within the sewage envelope, if any, allocated by the Design Review Committee for such purpose. Lots 6 through 11 shall all utilize mound systems.

No individual water supply system, including systems using pond water for pasture irrigation, shall be permitted on any lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards and recommendations of the Design Review Committee and approved by the Design Review Committee and all applicable governmental authorities.

4.10 No Hazardous or Offensive Activities. No activities shall be conducted on the Property 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 roofs or roof overhangs may be constructed that are capable of discharging snow or other material into or on areas accessible by the public, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any portion of the Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-design interior fireplace except such controlled and attended fires required for clearing or maintenance of land and previously approved in writing by the Board.

4.11 Unightly Articles. No unsightly articles shall be visible from adjoining property. Without limiting the generality of the foregoing, trailers, motor homes, trucks (other than pickups)

boats, tractors, vehicles (other than automobiles), campers (on or off a vehicle), snowmobiles, snow removal equipment, garden or maintenance equipment, camping and recreational equipment, dilapidated or unrepaired vehicles and similar equipment shall be kept at all times, in an enclosed structure or screened from view as approved by Design Review Committee, except for trailers, mobile homes and campers in actual use by non-residents for a period not to exceed seven days in any thirty (30) day period. All vehicles must be operational and must have current licenses.

Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas and facilities for hanging, drying, or airing clothing, or household fabrics shall be appropriately screened from view. No lumber, grass, shrub or tree clippings, compost piles or plant waste, metals, bulk materials, unused building material, or refuse or trash or other materials shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view. Firewood shall be screened from view or stored in a neat and orderly fashion.

4.12 No Temporary Structure. No tent or shack or other temporary building, Improvement or structure shall be placed upon any Lot. However, a well built shack or trailer to be used for tool storage or as a construction job office is permitted during construction on a Lot, provided that (i) it is located on the Lot on which construction is occurring; (ii) it is not used as a dwelling for construction personnel; and (iii) it shall be removed within fourteen (14) days of substantial completion of the Improvement.

4.13 No Mining or Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth, except that the Association may, by appropriate permit, grant, license or easement, allow the drilling of wells for the extraction of water for domestic use and landscape irrigation.

4.14 Vehicles. The use of all on and off-road vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, and snowmobiles, ATVs, "dirt bikes", and other "off road" type recreational vehicles shall be prohibited, subject to the Association Rules, which may permit limited use thereof within the Property, provide parking regulations, or adopt other rules regulating the same.

4.15 Building Footprints. Building footprints shall be wholly contained within the designated building envelopes. Approval of the Design Review Committee and the Blaine County Planning Administrator will be necessary if any portion of the building footprint is to be constructed outside of the designated building envelope.

4.16 Landscaping; Noxious Weed Control. Within ninety (90) days after substantial completion of an owners residence, (unless such time as extended by the Design Review Committee for good cause), such owner shall install the landscaping provided for in the plans and specifications approved by the Design Review Committee and shall thereafter maintain the landscaping on his lot in a neat and attractive condition including all necessary gardening and to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation originally placed on the lot by Declarant, or included in such plans.

The native vegetation outside the building envelopes on Lots 6, 7, 8, and 9 shall not be disturbed or changed without the consent of the Design Review Committee.

Every Owner, whether or not his lot contains any improvements, shall take all action necessary to restrict the growth of, and to remove all noxious weeds and grasses in accordance with any local, state or federal requirements. Whenever practical, weed control actions shall not be chemically dependent but shall utilize plantings and other means of control.

The Board may adopt rules regulating landscaping permitted and required. In the event any owner shall fail to install and maintain landscaping in conformance with such rules or shall allow his landscaping to deteriorate to a dangerous, unsafe, unsightly, or unattractive condition, or shall fail to remove noxious weeds and grasses as required above, the Board, upon fifteen (15) days prior written notice to such owner, shall have the right to correct such condition and to enter upon such owners property for the purpose of doing so, and such owner shall promptly reimburse the Association for the cost thereof. Such cost shall, create a lien enforceable in the same manner as other assessments as set forth in this Declaration.

Until the transition date as defined herein, Declarant shall be responsible for the control of noxious weeds on the property. After the transition date, the Association shall be responsible for the control of noxious weeds on the property. Easements across each lot are hereby reserved to enable Declarant or Association to enter upon any lot for the purpose of controlling noxious weeds. As used herein, transition dates shall mean the date all improvements of the Common Area required by the county as a condition of approval of the subdivision map are completed, or the date 1/3 of the lots are sold by the Declarant, whichever is last to occur. The noxious weeds, shall whenever practical, be controlled by planning and other non-chemical measures and until the seeded areas are established, they shall mowed as needed to aid in weed control. Any areas not irrigated by owners or in the Common Area shall be seeded with drought resistant dry grass species."

The Board shall approve the irrigation for Lots 1-4, and 5-7 which irrigation shall be compatible with existing parkway and Association Landscape Easement irrigation. The irrigation may not be modified without Board approval.

4.17 Construction Debris. No owner or his agents or representatives shall allow any person or persons constructing improvements upon his lot (or providing similar services) to deposit rubbish or debris of any kind upon any lot in the subdivision, roadway or Common Area, or allow litter to accumulate, allow dogs or other animals to run free, or allow any audible nuisances.

4.18 Violation of Property Restrictions. There shall be no violation of the Association Rules or the Design Review Committee Rules. If any Owner, his family, or any licensee, lessee, or invitee is in violation thereof, the Board or any owner may, in addition to a other legal remedies it may have, impose a special assessment upon such person of not more than One Hundred Dollars (\$100) per day for each violation and/or may suspend the right of such person to use the Association Easements, under such conditions the Board may specify, for a period not to exceed one (1) year for each violation. Before invoking any such assessment or suspension, the Board shall give such person reasonable notice

of the violation and a reasonable opportunity to cure the violation and/or to be heard regarding the violation and any assessment or suspension of rights. Any assessment imposed hereunder which remains unpaid for a period of ten (10) days or more, shall become a lien upon the Owner's Lot and the Improvements thereon upon its inclusion in a notice of assessment as hereinafter set forth.

4.19 Existing Vegetation; Dry Grass Land Management Areas. No existing vegetation anywhere on the property, other than noxious weeds, shall be disturbed, removed, transplanted or cut without the prior written approval of the Design Review Committee. "Vegetation" shall mean bushes, trees, sagebrush, choke cherry bushes, and plants of all types, whether natural or planted as part of a landscaping plan, and whether maintained by the owner or the Association.

Any change to vegetation within twenty-five feet (25') of Osborne Ditch, must have prior written approval of the Design Review Committee.

In order to assure the control of algae, moss, and similar riparian vegetation, only organic fertilizer shall be used on any landscaping improvements, including lawns, trees, bushes and vegetable gardens.

The grass on all water courses is designed to be maintenance free in order to promote waterway bank stability. No grass shall be mowed or otherwise disturbed within ten feet (10') of the edge of any waterways.

No utilities, improvements, hookups, wires, pipes, conduit, lines, cables and the like shall go through a "Dry Grass Management Area". Rather, they must follow the driveway to the building site, even if the distance is longer.

ARTICLE 5 - PERMITTED USE AND RESTRICTIONS

5.01 Residential Use. All of the Lots in the Property shall be improved and used solely for residential use. Easements for all streets and roads shown on the subdivision map for the Property shall be granted to the Association by Declarant for the use by all Owners and their invitees.

5.02 Improvements. All Improvements of any kind shall require written approval of the Design Review Committee in accordance with the terms hereof and the Design Review Committee Rules. Unless specifically approved in writing by the Design Review Committee:

A. Single Family Residence. No lot shall be Improved except by (a) a single family residential structure (hereinafter "**Residence**") designed to accommodate no more than a single family, domestic help and occasional guests plus an attached garage or garages with capacity for not less than two (2) nor more than six (6) automobiles, fencing and other improvements as are necessary or customarily incident to a single family Residence; (b) if not provided for in the residential structure an additional unattached structure designed to serve as a garage to accommodate automobiles (not to exceed six (6) automobiles per lot) guest housing or domestic help quarters, or any combination thereof) and (c) a horse barn or similar structure. In no event may any lot be improved with more than three (3) structures. All structures except the horse barn must be within the building envelope. No

basements will be constructed on Lots 6-11. Flood proofing measures shall be designed consistent with the flood protection elevation for this area. The top of the foundation stem wall and the lower portion of the floor system shall be a minimum of two feet (2') above the I.R.F.

B. Minimum Size. All main residential buildings erected upon the lot shall have a floor area of not less than 3,000 square feet nor more than 10,000 square feet exclusive of garages, patios, decks, breezeways, storage rooms, porches, overhangs, and similar areas, except with prior Board approval.

C. Height Limitation. No portion of any improvements shall be more than thirty-five feet (35') measured vertically at any point above the base elevation; provided this limitation shall not apply to chimneys, lightning rods and weather vanes. Lot 4 shall be restricted to a single story not to exceed twenty-five feet (25') in height from base elevation.

D. Fences, etc. No fence, hedge or boundary wall shall be constructed on any lot without the prior approval of the Design Review Committee. No fence, hedge, or tree shall be permitted which dangerously obstructs of users of any road or street. All fences shall be post and rail and uniform around the property.

E. Completion of Construction. Construction of all improvements on any lot shall be pursued diligently and continuously from the time of commencement thereof until all the structures are fully completed inside and out, including finished painting, landscaping, paving, and any other plan and improvements, all of which shall be completed within twenty four (24) months of commencement of construction unless delayed for cause beyond the control of owner or builder and then only for the period such cause continues. No structure located on a lot may be occupied for residential purposes unless all structures on such lot are fully completed. No "guest house" type improvement shall be permitted until the main residential structure is completed.

F. Building Envelope. All improvements (excepting the barn, fences and landscaping) shall be located within the building envelopes as set forth on the plat of record for the subdivision. In order to provide adequate fire protection, no improvement, except fences, shall be constructed within one hundred feet (100') of an improvement on any other lot, whether within an existing or relocated building envelope. The located building envelopes may not be changed without approval of the Design Review Committee and the Blaine County Planning and Zoning staff. All buildings on Lots 1-4 shall have a minimum set back of one hundred five feet (125') as shown on the recorded plat.

G. Utilities. All utilities upon any lot for the transmission of utilities, telephone service, the reception of audio or visual signals or electricity and all pipes for water, gas, sewer, drainage or other utility purposes shall be installed and maintained below the surface of the ground.

5.03 Residential Use Rentals. No residence shall be used for any purpose other than single-family residential purposes. No automobile garage shall be used as living quarters at any time. No business, profession, trade, or other nonresidential use shall be conducted on any Lot, provided, however, that nothing in this Declaration shall prevent the rental of property by the Owner thereof for residential purposes subject to all the provisions hereof, provided that if a Lot contains more than one

(1) building must, be rented together to the renting party and the buildings may not be rented separately; no guest housing or domestic help quarters shall be rented separately from the residence.

5.04 Tennis Courts. No tennis, squash, paddle tennis, or other sports court shall be illuminated at night time, nor shall night time play be allowed thereon.

5.05 Driveways. All driveways and parking areas shall be constructed of concrete, brick pavers, or asphalt paving, unless the Design Review Committee determine otherwise. All private roads will be constructed to meet minimum county standards under the current ordinance. Fire Department approval is required for all interior roads for emergency vehicles. Access roads and driveways shall be at grade or where required to exceed grade shall be culverted to allow free flow of water in the event that sloughs or rivers exceed their banks.

ARTICLE 6 - Cottonwood Creek Homeowner Association, Inc.

6.01 Association. The Association is a nonprofit Idaho corporation charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.02 Membership.

A. Qualification. Each Owner, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association.

B. Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to a Lot and shall not be transferred, pledged, or alienated in any way except upon the transfer of legal and equitable title to a Lot, and then only to the transferee of such title. Any attempt to make a prohibited transfer shall be void. Any transfer of legal and equitable title to said lot shall operate automatically to transfer said membership to the new owner thereof.

6.03 Voting.

A. Number of Votes. The Association shall have two classes of voting membership:

Class A. Class A members shall consist of the Owners of Lots 5, 7, 8, 10A and 10B, and 11 all of whom shall be entitled to one vote for each lot owned. Declarant shall become a Class A member with regard to Lots owned by Declarant upon the conversion of Declarant's Class B membership to Class A membership as provided below. The Owner of each Lot may, by notice to the Association and signed proxy, designate a person (who need not an Owner) to exercise the vote for such Lot. Said proxy shall be revocable at any time by notice to the Association by the Owner. Such proxy may be granted or revoked by the guardian, of an Owner's estate or by his conservator, or in the case of a minor having no guardian, by the parent entitled to his custody, or during the administration of an

Owner's estate, by his personal representative or administrator where the latter's interest in said property is subject to administration in his estate.

Class B. The Class B members shall be the Owners of Lots 1, 2, 3, 4, 6, and 9A. Class B members shall not have the right to vote on any matters before the Association. Class B membership shall cease and be converted to Class A membership if and when the Conservation Easement currently burdening the said Lots is terminated and no longer binding on the Owner of said Lots.

B. Joint Owner Disputes. The vote for each such Lot shall, if at all, be cast as unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they are acting with the authority and consent of all other Owners of the same Lot.

C. Meetings of Owners. There shall be a meeting of the Owners on the 21st day of June of each year at 6:00 o'clock p. m. at Sun Valley, Idaho, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by notice of the Board given to the Owners by depositing the same in the United States mail, postage prepaid, not less than seven (7) nor more than sixty (60) days prior to the date fixed for said meeting. A special meeting of the Owners may be called at any reasonable time and place by notice of the Board or by the Owners having forty percent (40%) of the total votes and delivered to all other Owners not less than fifteen (15) days prior to the date fixed for said meeting. The presence at any meeting, in person or by proxy, of the Owners entitled to vote at least a majority of the total votes shall constitute a quorum.

The president of the Association (or the vice president in his absence) shall act as chairman of all, meetings of the Owners and the secretary of the Association (or an assistant secretary thereof in his absence) shall act as Secretary of all such meetings. Members of the Board shall be elected by cumulative voting. At each annual meeting, the Board shall present a written accounting of the Maintenance Fund, itemizing receipts and disbursements for the preceding calendar year and the allocation thereof to each Owner. Within ten (10) days after the date set for each annual meeting, or as soon thereafter as practical the assessment statement shall be delivered to the Owners not present at said meeting.

D. Cumulative Voting. In any election of the members of the Board, every Owner entitled to vote at such an election shall have the right to cumulate his votes and give one candidate, or divide among any number of the candidates, a number of votes equal to the number of votes to which that Owner is entitled in voting upon other matters multiplied by the number of directors to be elected. The candidates receiving the highest number of votes, up to the number of the Board members to be elected, shall be deemed elected.

6.04 Board of Directors and Officers.

The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the Bylaws, as the same may be amended

from time to time. The initial Board of Directors of the Association shall be appointed by Declarant and shall hold office until the first annual meeting, at which time a new Board may be elected in accordance with the provisions set forth in the Bylaws.

6.05 Powers and Duties of the Association.

A. Powers. The Association shall have all the powers of a non-profit corporation organized under the general nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the Association Easements and the performance of the other responsibilities herein assigned, including without limitation:

(1) Assessments. The power to levy Assessments on the Owners of lots and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

(2) Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or in behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise,

(3) Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of Association Easements, Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

(4) Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable (the Association Rules) The Association Rules shall govern the use of Association Easements, including but not limited to the private streets by the Owners, by the families of the Owners, or by an invitee, licensee, lessee, or contract purchaser of an Owner; provided, however, that the Association rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Association rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any such Association rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

(5) Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

(6) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under any non-exclusive Association Easement as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of the health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining;

(a) Underground lines, cables, wires, conduits or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

(b) Public sewers, storm drains, water drains, and pipes, water systems sprinkling systems, water, heating and gas lines of pipes; and

c) Any similar public or quasi-public improvements or facilities.

(7) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association, enforcement of the Restrictions and the Association rules, or performance of any other duties or rights of the Association,

B. Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agent, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties

(1) Operation Maintenance of Association Easements. Operate, maintain and otherwise manage or provide the operation, maintenance and management of Association roads, waterway and equestrian easements, including the repair and replacement of property damaged or destroyed by casualty loss and all other property (by easement or otherwise) by the Association. The Board on behalf of the Association may contract for the operation, management, and maintenance of Association roads and easements. The Association shall also take such actions and arrange for such maintenance as may be necessary or desirable for the upkeep of landscape, waterway, equestrian and other easements including without limitation, weeding, planting, trail maintenance, mowing and irrigation.

(2) Water and Other Utilities. The Association is the owner of Water Right Numbers 37-577CG and 37-657E ("Water Rights") which were acquired from the Declarant together with all rights to pumps, main lines and other equipment used or associated with the delivery of irrigation water. The Association has allocated the quantity of water represented by its Water Rights among the Lots and Common Area as set forth in Exhibit A attached hereto and as depicted on the map attached hereto as Exhibit B. Each Owner agrees to the application of the water as provided herein. The allocation of the Water Rights includes an amount allocated to Lots 5 and 7A sufficient to irrigate the Common Area along

the road and shall be conveyed to the Owners of said Lots expressly conditioned upon the use of the allocated Water Rights for that purpose. Except as otherwise provided below, the allocation of the Water Rights shall not be altered, changed, amended or otherwise modified without the unanimous written consent of the Owners of the Lots included in the allocation of the Water Rights. Notwithstanding any contrary provision hereof Owners may transfer, temporarily or permanently, the Water Rights allocated hereunder to another Owner provided that no Water Rights shall be transferred outside the boundaries of the Property. All Owners of allocated Water Rights shall take all actions necessary or advisable to prevent the loss, reduction or diminution of any of the Water Rights allocated to them. In the event of a loss, reduction or diminution of any Water Rights due to actions taken by the Water Master or the Idaho Department of Water Resources, the allocation of the Water Rights shall be reduced proportionately unless due to the action or inaction of an Owner, in which case the Owner responsible for the loss, reduction or diminution shall bear the reduction exclusively. Each of the Owners hereby grants to the Association a license to use their allocated share of the Water Rights and to enter upon their Lot in connection with the exercise of the license in order to prevent a forfeiture, loss, reduction or diminution of such Water Rights. The license hereby granted does not obligate the Association to exercise it and may only be exercised after reasonable prior notice to the Owner.

(3) Insurance. Unless otherwise determined by the Board obtains, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

(a) Fire insurance including those risks embraced by coverage of the type now known as "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Association Easements managed by it.

(b) Comprehensive public liability insurance insuring the Board, the Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the use of the Association Easements managed by it. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and property damage.

(c) Such other insurance including Workmen's Compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

(d) The Association shall be deemed trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

(e) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

(5) Rule Making. Make, establish, promulgate, amend and repeal the Association rules.

(6) Design Review Committee. Appoint and remove members of the Design Review Committee, subject to the provisions of this Declaration.

(7) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

(8) Roads, etc. To snowplow and maintain, or provide for the snowplowing and maintenance of all roads and pedestrian easements and adjoining shoulders which are the subject of Association Easements and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair, including prompt repair of chuck holes, and removal of weed and plant growth and such other work as is necessary to maintain such easements in a neat and usable condition and to participate in any joint maintenance arrangement necessary to maintain access roads to the subdivision. The Association shall maintain year—round access to the fire protection water supply system and shall maintain the system in good working condition.

6.06 Board Rules. The Board may adopt such rules as it deems proper to enable it to properly perform its duties hereunder. A copy of said Rules, as they may from time to time be adopted, amended or repealed, may (but need not) be mailed or otherwise delivered to each owner, or recorded in Blake County. Upon such mailing, delivery or recording, said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

6.07 Personal Liability. No member of the Board, or any committee of the Association, or any officer of the Association, or the Declarant, or any member of the Design Review Committee, or the manager of the Association, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Declarant or the Design Review Committee, or any other committee, or any officer of the Association, or the Declarant, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

6.08 Financial Statements. Financial Statements for the Association shall be regularly prepared and copies shall be distributed to each Owner of the Association within thirty (30) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for its fiscal year. Copies of said documents shall be distributed to each Owner within ninety (90) days after the end of each fiscal year.

6.09 Amendment. The provisions of Sections 6.01, 6.02, 6.03 and 6.05 B (2) hereof may only be amended with the unanimous vote or written consent of all the Owners entitled to vote.

ARTICLE 7 - Assessments

7.01 Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular and Special Assessments or charges made by the Association. Such Assessments, together with interest calculated at the rate established by the Board, costs and reasonable attorney's fees which may be incurred in collecting the same, 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 interest, costs and reasonable attorney's fees shall also be the personal obligation of the Owner of such Property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successor in title unless expressly assumed by them.

7.02 Regular Assessments. Regular Assessments against each Lot shall commence on the first day of the first month following the closing of the first sale of a Lot ("**Initiation Date**"). From and after the Initiation Date until January 1 of the calendar year immediately following the Initiation Date, there shall be assessed against each Lot a Regular Assessment per Lot as determined by the Association.

Not less than thirty (30) nor more than sixty (60) days prior to the beginning of each calendar year following the Initiation Date, the Board shall estimate the total amount of funds necessary to defray the expenses of the Association and shall assess the Owner of each Lot subject therein in December of each year for the following year. Said Assessment shall be prorated in accordance with the total number of Lots which are subject to Assessment by such Association. Regular Assessments shall include an amount allocated to an adequate reserve fund which is to be established for maintenance, repairs and replacement of the Association Easements. The entire Regular Assessment shall be paid annually by each Owner of a Lot within thirty (30) days of the mailing date of the Assessment.

7.03 Special Assessments.

A. In the event that the Board shall determine that the Regular Assessment for a given calendar year is or will become inadequate to meet the expenses of such Association for any reason, including but not limited to costs of maintenance and unexpected repairs upon the Association Easements, the Board thereof shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment. The Board may, at its discretion, pro-rate such Special Assessment over the remaining months of the calendar year or levy such Assessment immediately against each Lot.

B. Every Special Assessment shall be levied upon the same basis as that prescribed for the levying of Regular Assessments.

7.04 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments' must be fixed at a uniform rate for all Owners.

7.05 Assessment Period. The Regular Assessment period shall commence on January 1 of each year and terminate December 31 of such year; provided, however, the initial Regular Assessment

period shall commence on the Initiation Date and terminate on December 31 of the year in which the Initiation Date occurs. The first Regular Assessment shall be adjusted to the number of months remaining in the calendar year be payable in equal monthly installments.

7.06 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto. The due dates for Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board of the Association making the Assessment. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent monthly installment and Special Assessment, a late charge of Twenty-five Dollars (\$25.00), together interest at the maximum rate permitted by law calculated from the date of delinquency to and including the date full payment is received by the Association. The Association making the Assessment may bring an action at law against the owner personally obligated to pay the same to foreclose the lien against his Lot as is more full provided herein. Each Owner is personally liable for said Assessments and no Owner of a Lot may exempt himself from liability for his contribution by a waiver of the use or enjoyment of any of the Association Easements or by abandonment of his Lot.

7.07 Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of such Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon which any prospective purchaser or mortgagees of said Owner's Lot may rely, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge.

7.08 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles written notice of any meeting called for the purpose of either levying a Special Assessment pursuant to this Article, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessments pursuant to this Article, shall be sent to all Class A Owners of such Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting Class A Owners (or their proxies) owning 60 % of the total voting power of such Association shall constitute a quorum.

ARTICLE 8 - Enforcement of Assessment Liens

8.01 Right to Enforce. The right to collect and enforce the Assessments made by the Association is vested in the Association. Each Owner of a Lot upon becoming an Owner of such Lot is and shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees or any other relief or remedy obtained against said Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay the Assessments provided for in this Declaration by commencement and

maintenance of a suit at law or in equity or such Board may exercise the power of sale pursuant hereto to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

8.02 Assessment Lien.

A. Creation. There is hereby created a claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in the Property pursuant to this Declaration, together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recording of a claim of lien with the County Recorder. Said lien shall be prior and superior to all other liens or claims created subsequent to the recording of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governments assessing body which, by law, would be superior thereto.

B. Claim of Lien. Upon default of any Owner in the payment of any Regular or Special Assessment required hereunder, the Association may cause to be recorded in the Office of the County Recorder in the county in which the Property is situated a claim of lien. Said claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Lot against which the same has been assessed, and the name of the record owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction and relief of such delinquent sums and charges. The Association may demand and receive the cost of recording of such release before recording the same. Any purchaser or encumbrancer, acting in good faith and for value, may rely upon such notice of satisfaction and relief as conclusive evidence of the full satisfaction of the sums paid in the notice of delinquent sums.

8.03 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by Association, its attorney or other person authorized to make the sale, such sale to be conducted in accordance with the provisions of Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or Director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale foreclosure.

8.04 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim on, whether judicially by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot described in such notice of delinquency and claim of lien, and a copy thereof is recorded by the Association in the Office of the County Recorder in the county in which the Property is located.

8.05 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such given Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article with respect to a first mortgagee who acquires title to a Lot, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether prior to, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.06 Right of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the beneficiary under any deed of trust or mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Lot shall remain subject to this Declaration as amended.

ARTICLE 9 - Inspection of Association's Books and Records

9.01 Owner's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Owner or by his duly appointed representatives, at any reasonable time and for a purpose reasonably related to his interest as an Owner at the office of the Association or at such other place within the Property as the Board of such Association shall prescribe.

9.02 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

- A. Notice to be given to the custodians of the records by the persons desiring to make the inspection.
- B. Hours and days of the week when such inspection.
- C. Payment of the cost of reproducing copies of documents requested pursuant to this article.

9.03 Director's Rights of Appointment. Every current member of the Association Board of Directors shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association of which he is a Director, and the physical properties owned or controlled by such Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 10 - Design Review Committee

10.01 Members Committee. The Design Review Committee (sometimes referred to as DRC) shall consist of at least two (2) members but may be increased by the Board to a maximum of five (5) members. The Board shall appoint the members to the Design Review Committee annually. Each member shall hold office until such time as he has resigned or has been removed and his successor has been appointed, as provided herein.

10.02 Duties of DRC. Except as to changes by Declarant in the Property, no changes in the existing state of any lot within the Property shall be made or permitted without the prior written approval of the DRC. The DRC shall issue Rules setting forth procedures for the Submission of plans for approval, requiring a fee to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions and additional standards for approval. The initial ORG Rules are attached hereto as Exhibit A and incorporated herein by reference as if restated in full and may be amended from time in accordance with their terms.

The DRC shall have sole authority to determine the proper use, appearance, design and aesthetic quality of any proposed Improvement. For purpose of this paragraph, "changes in the existing state" of any lot include, but are not limited to, construction of dwellings, improvements, (including utilities), the excavation, filling, or similar disturbance of the surface of the land, (including without limitation, change of grade, stream bed, ground level, or drainage pattern), the clearing, marking, defacing, or damaging of trees, shrubs, or other growing things, the landscaping or planting of trees, shrubs, lawns, or plants, and the proposed use of a Lot other than as a single family residential living quarter, and any change in color, texture, or exterior appearance of any previously approved change in the existing state of property.

The DRC shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to the terms of this Declaration and the DRC Rules and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the DRC.

The Design Review Committee shall have the authority to maintain a list of approved construction materials and to add or subtract therefrom from time to time.

The Design Review Committee, may condition its approval of proposals or plans and specifications or other information prior to approving or disapproving materials submitted. The Design Review Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and description or samples of exterior material and colors and sworn affidavits as to intended use of the proposed Improvement(s). Until receipt by the Design Review Committee of any required plans and specifications, the Design Review Committee may postpone review of any plan submitted for approval.

Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing together with three (3) sets of all plans required by the DRC for review. All approvals or disapprovals shall be in writing to the Owner.

10.03 Meetings of the Design Review Committee. The Design Review Committee shall meet from time to time as necessary to perform its duties hereunder. It may from time to time by resolution unanimously adopted in writing designate one of its members to take any action or perform any duties for and on its behalf, except the granting of variances. In the absence of such designation, the vote of any two (2) members of the Design Review Committee, or the written consent of any two (2) members of the Design Review Committee taken without a meeting, shall constitute an act of the Design Review Committee.

10.04 No Waiver of Future Approvals. The approval of the Design Review Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring its approval and consent, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.

10.05 Final Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Design Review Committee.

B. Within sixty (60) days thereafter, the Design Review Committee or its duly authorized representative may inspect such Improvement. If the Design Review Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Design Review Committee shall notify the Board in writing of such failure. Upon Notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy an Assessment against such Owner for reimbursement pursuant to Article IV, Section 4. 05 and Article VI hereof.

D. If the Design Review Committee fails to notify the Owner of any noncompliance within sixty (60) days after the receipt of said written notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

10.06 Nonliability of Design Review Committee Members. Neither the Design Review Committee nor any member thereof shall be liable to the Association, or to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the Design Review

Committee's duties hereunder, unless due to the willful misconduct or bad faith of such member. The Design Review Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration, or addition, solely on the basis of its intended use, aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property in general. The Design Review Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or any warranty that the Improvement is fit for any particular purpose of habitation.

10.07 Variances. The Design Review Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by all members of the Design Review Committee and shall become effective upon recordation in the Office of the County Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises including but not limited to zoning ordinances the lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 11 - Easements

11.01 Grant of Utility Easements. Notwithstanding anything expressly or implied contained herein to the contrary, this Declaration shall be subject to all easements hereto before or hereafter granted by Declarant including for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Declarant hereby reserves for the benefit of any Association herein referred to, the right of Declarant to grant additional easements and rights-of-way over the project to utility companies and public agencies as necessary, for the proper development of the Property until close of escrow for the sale of the last lot in the Property to a purchaser.

11.02 Utility Easement. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

A. Wherever utility house connections, if any, are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by other than the Owners of the Lot served by said connections, shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have their agent enter upon the Lots within the

Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

B. Whenever utility house connections, if any, are installed within the Property which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his Lot.

11.03 Driveway and Road Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon Lots owned by Owners other than the Owners of the Lot served, or are installed to serve more than one Lot, the owners of the Lots served or to be served by such driveways shall be entitled to full use and enjoyment thereof as required to service his Lot or to repair, replace or maintain the same, and are hereby granted an easement to the full extent necessary therefor. All private roads shall meet minimum Blaine County standards and must be approved by the fire department servicing the Property.

11.04 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of said utility connections or driveways, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute and make an Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration.

11.05 Landscape Easement. An easement is hereby reserved to the Association, its contractors and agents, to enter portions of Lots 1 through 7 as depicted on the irrigation map attached hereto as Exhibit B for the purpose of maintaining, replacing, and restoring the existing exterior landscaping and associated irrigation. Such landscaping activity shall include by way of illustration and not limitation of the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, seasonal planting and such other landscaping activities within the property as the Association shall determine necessary from time to time.

11.05A Equestrian Trail Easement. An easement is hereby reserved to the Association, its contractors and agents to enter portions of the lots for the purpose of constructing, maintaining, repairing and restoring the existing Equestrian Trail Easement along the Association roadways and the perimeters of Lots 1 through 4 and Lot 8. The Equestrian Trail Easement shall be restricted to equestrian and pedestrian use for the benefit of the Association members, their guests and invitees. By use of the Equestrian Trail Easement, the owners and members of the Association and their guests and invitees assume the risk associated with such trail use, and release, indemnify and hold harmless the Association the lot owners from any and all claims that may result from such use.

11.06 Maintenance and Use Easement Between Walls and Property Lines. Whenever the wall, of a structure, or a fence constructed on a Lot under plans and specifications approved by the Design Review Committee is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (. . . feet from the property line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the

area lying between the property line and such structure or fence so long as such use does not cause damage to structure or fence.

11.07 Waterway Easement. Declarant hereby reserves for the benefit of the Association an easement for all waterways and ponds (or other bodies of water) and related pipes, pumps and other related equipment over, across and under all Lots and Association Easements owned by the Association to the extent reasonably required to maintain, dredge, and service the waterway system as installed by Declarant on the Property or pursuant to plans and specifications approved by the Design Review Committee. Any relocation of the water lines installed as part of such system shall not be undertaken in any way which interrupts the flow of water through the system.

A 20' canal maintenance easement exists centered over Hiawatha and Osborne canals.
A 50' canal maintenance easement exists center over Purdum Slough.

11.08 No Construction Within Easements. No Improvement shall be constructed within any easement without the prior written approval of Blaine County and of the Design Review Committee.

ARTICLE 12 - Miscellaneous

12.01 Term. The Covenants, Conditions and Restrictions of this Declaration shall run until December 31, 2025, unless amended as herein provided. After such date, such Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years each unless amended or extinguished by written instrument executed by at least three-fourths (3/4) of the owners, and such written instrument is recorded with the Blaine County Recorder.

12.02 Amendment.

A. By Owners. The provisions of the Declaration, other than this Article and as otherwise provided, may be amended by an instrument in writing signed and acknowledge by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of at least sixty percent (60%) of the Owners, and such an amendment shall be effective upon its recordation with the Blaine County Recorder.

B. Rights of Beneficiary. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat and render invalid the rights of the Beneficiary under any recorded deed of trust or mortgage upon a Lot made in good faith and for value, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration, as amended.

12.03 Mortgage Protection. Notwithstanding any and all provisions of this Declaration to the contrary, in order to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA", and the Federal National Mortgage Association ("FNMA") to participate in the financing of the sale of Lots within the Property, the following provisions are added hereto (and to the extent these added provisions, pertaining to the rights of Mortgagees, GRLMC,

FNMA, GNMA, VA and LEA, conflict with any other provisions of this Declaration or any other of these Restrictions, these added restrictions shall control:

A. Each first Mortgagee of a Mortgage encumbering any Lot, upon filing a written request for notification with the Board, is entitled to written notification from the Association of any default by the Mortgagor of such Lot in the performance of such Mortgagor's obligation under these Covenants, the Articles or the Bylaws (collectively referred to as the "Project Documents"), which default is not cured within thirty (30) days after the Association learns of such default.

B. Every Owner, including every first Mortgagee of a Mortgage encumbering any Lot, which obtains title to such Lot, pursuant to the remedies provided in such Mortgage, or pursuant to foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, shall be exempt from any claims for unpaid assessments and charges against the lot.

C. Each holder of a first mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of the Mortgage, or by deed, or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take title to such Lot free of any claims for unpaid assessments and charges against the Lot, which accrue prior to the time such holder comes into possession of the Lot, except for claims for a share of such Assessments or charges resulting from re-allocation of such Assessments or charges to all Lots including the mortgaged Lot.

D. Unless all of the first Mortgagees have given their prior written approval, neither the Association nor the Owner shall:

(1) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Association Easement or the Improvements thereon which are owned, directly or indirectly by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association, or the transfer of the Association Easement or Improvements to an unincorporated association of the Owners in accordance with the Articles of Incorporation of the Association, shall not be deemed a transfer within the meaning of this clause);

(2) change the ratio of assessments or method of determining the obligations, assessments, dues or other charges which may be levied against any Owner, or the method of allocating distributions or hazard insurance proceeds or condemnation awards.

E. Unless at least seventy-five percent (75%) of the first Mortgagees (based upon one vote for each Mortgage owned) have given their prior written approval, neither the Association nor the Owners shall:

(1) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of the dwelling units on the Lots, the exterior maintenance of the dwelling units on the Lots, or the upkeep of the lawns and plantings on the Properties;

(2) fail to maintain fire and extended coverage on any insurable interest in any Association Easement on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or

(3) use hazard insurance proceeds for losses to any Association Easement for other than the repair, replacement or reconstruction of such Improvements;

(4) abandon or terminate the covenants, conditions, and restrictions of this Declaration or any Supplement to this Declaration;

(5) make any material amendment to this Declaration or any Supplement to this Declaration or to any Articles of Incorporation or Bylaws of the Association.

(6) terminate professional management of the properties and assume self—management of the properties.

F. First Mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours (2) require from the Association the submission of audited annual financial reports and other financial data, (3) receive written notice of all meetings of the Owners, and (4) designate in writing a representative to attend all such meetings.

G. All first Mortgagees shall be given immediate written notice as soon as the Board receives notice or otherwise learns of any damage to the Association Basement or any Lot whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000), and as soon as the Board receives notices or otherwise learns of any condemnation or eminent domain proceedings or other proposed acquisition, with respect to any portion of the Property.

H. First Mortgagees may, jointly, or singly, pay taxes or other charges which are in default and which may or have become a charge against any Association Easement and may pay any overdue premiums on hazard insurance policies, for such property, and first Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

I. The Board shall contract for professional management of the Property with a bonded professional manager. The agreement between the Association and its agent for such professional management shall provide that the management contract may be terminated for cause on not more than thirty (30) days' written notice, and the term of any such contract shall not exceed one (1) year, renewable by agreement of the parties for successive one-year periods.

J. The Board shall secure and cause to be maintained in force and at all times a fidelity bond for any person or entity handling funds of the Association, including, but not limited to, employees of the professional manager.

K. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement, shall be subject in all respects to the provisions of this Declaration, the Articles and the Bylaws. All such agreements shall be in writing and

shall provide that any failure by the lessee to comply with the terms of this Declaration, the Articles and the Bylaws shall be a default under the agreement.

L. Any provision in this Declaration which requires Owners to indemnify the Association, other owners, or the Board of Directors, against acts of the indemnitor is subject to the exception that if the liability, damage; or injury is covered by any type of insurance, the indemnitor is relieved of liability to the extent of insurance coverage.

M. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect Such casualty, floor and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by Federal National Mortgage Association and Government National Mortgage Association, as long as either is a mortgagee or owner of a Lot within the project, except to the extent such coverage is not available or has been waived in writing by Federal National Mortgage Association or Government National Mortgage Association.

In addition to the foregoing, the Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the ISA, the FHLMC, the EMMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first Mortgages encumbering Lots with dwelling units thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their residential Lots, if such agencies approve the Properties as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot.

12.04 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or the residence of such person, if no address has been given to the Association, Such address may be changed from time to time by notice in writing to the Association.

12.05 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and preservation of the Property in a manner designed to protect and enhance the aesthetic and economic value of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.06 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner of any Lot within the Property shall have the right to enforce any or all of the provisions of the Restrictions upon any Lot within the Property and the Owners thereof.

B. Restrictions Severable. Every act or omission whereby any provision of the Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Declarant or the Association or any Owner or Owners of Lots within the Property.

C. Violation of Law. Any violation of any state, municipal or local law, ordinance, or regulation pertaining to the ownership, occupation, or use of any property within the Property, is hereby declared to be a violation of the Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided by the Restrictions is cumulative and not exclusive.

E. Nonwaiver. The failure to enforce any of the provisions of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said Restrictions.

12.07 Construction.

A. Restrictions Construed Together. All of the provisions of the Restrictions shall be liberally Construed together to promote and effectuate Declarant's goals in making this Declaration as set forth in the preamble.

B. Restrictions Severable. Notwithstanding the provisions of the foregoing Paragraph A, each of the provisions of the Restrictions shall be deemed independent and severable and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

C. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

D. Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

12.08 Reservation of Easements. Declarant expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots and Association Easements resulting from the normal use of adjoining Lots or Association Easements, and for necessary landscape, other maintenance. Such easement may be used by Declarant, its successors, purchasers, the Association and all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Association Easement.

CERTIFICATE OF ADOPTION

The undersigned President and Secretary of Cottonwood Creek Homeowners Association, Inc. ("Association") hereby certify that the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Cottonwood Creek ("Declaration") to which this Certificate is attached is a correct copy of the Declaration approved by the vote or written consent of at least three-fourths of the Owners.

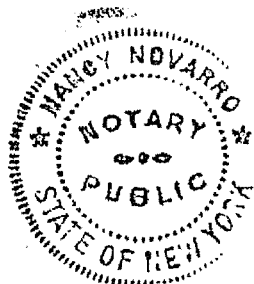
IN WITNESS WHEREOF, we have hereto affixed our signatures this 15 day of June, 2010.

Anson M. Beard Jr.
President

Secretary

State of NY)
County of NY) ss.

On this 15 day of June, 2010, before me, a Notary Public in and for said State, personally appeared Anson M. Beard Jr. and ~~XXXXXX~~ known or identified to me to be the President and the Secretary, respectively, of Cottonwood Creek Homeowners Association, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Nancy Novarro
Notary Public for ~~State~~ New York
Residing at _____
My Commission expires _____

NANCY NOVARRO
Notary Public, State of New York
No. 01NO6128640
Qualified in Nassau County
Term Expires June 13, 2013

CERTIFICATE OF ADOPTION

The undersigned President and Secretary of Cottonwood Creek Homeowners Association, Inc. ("**Association**") hereby certify that the Amended and Restated Declaration of Covenants, Conditions and Restrictions For Cottonwood Creek ("**Declaration**") to which this Certificate is attached is a correct copy of the Declaration approved by the vote or written consent of at least three-fourths of the Owners.

IN WITNESS WHEREOF, we have hereto affixed our signatures this 25th day of JUNE, 2010.

President

Robi L. Taylor
Secretary

State of Idaho)
County of) ss.

On this 25th day of JUNE, 2010, before me, a Notary Public in and for said State, personally appeared ROBIN L. TOYLOE and X X X X X X X known or identified to me to be the President and the Secretary, respectively, of Cottonwood Creek Homeowners Association, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. ✓

Notary Public for Idaho
Residing at Hailey, ID
My Commission expires 1-27-12

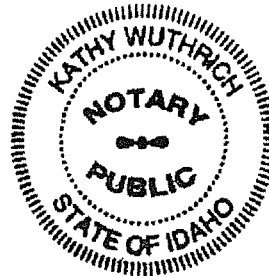


EXHIBIT A

Cottonwood Creek Sub. Lot #	Common Lot Acreage to be maintained by the Homeowners Association:	Private Lot Irrigation (acres):	Total Irrigation Per Lot (Acres):
1	2.65		2.65
2	3.69		3.69
3	4.43		4.43
4	3.04		3.04
5	1.16	6.48	7.64
6	0.77		0.77
7	1.27	2.86	4.13
8	0.36	4.97	5.33
9	No Water		No Water
10A1	No Water Needed	1.00	1.00
10B1	No Water Needed	5.05	5.05
11	No Water		No Water
Trees lot 1/2/7/8	0.11		0.11
Trees lot 10A/10B	0.17		0.17
Totals:	17.6		38.0

Table 1: Proposed Irrigated Area Distribution- Cottonwood Creek Subdivision

EXHIBIT B

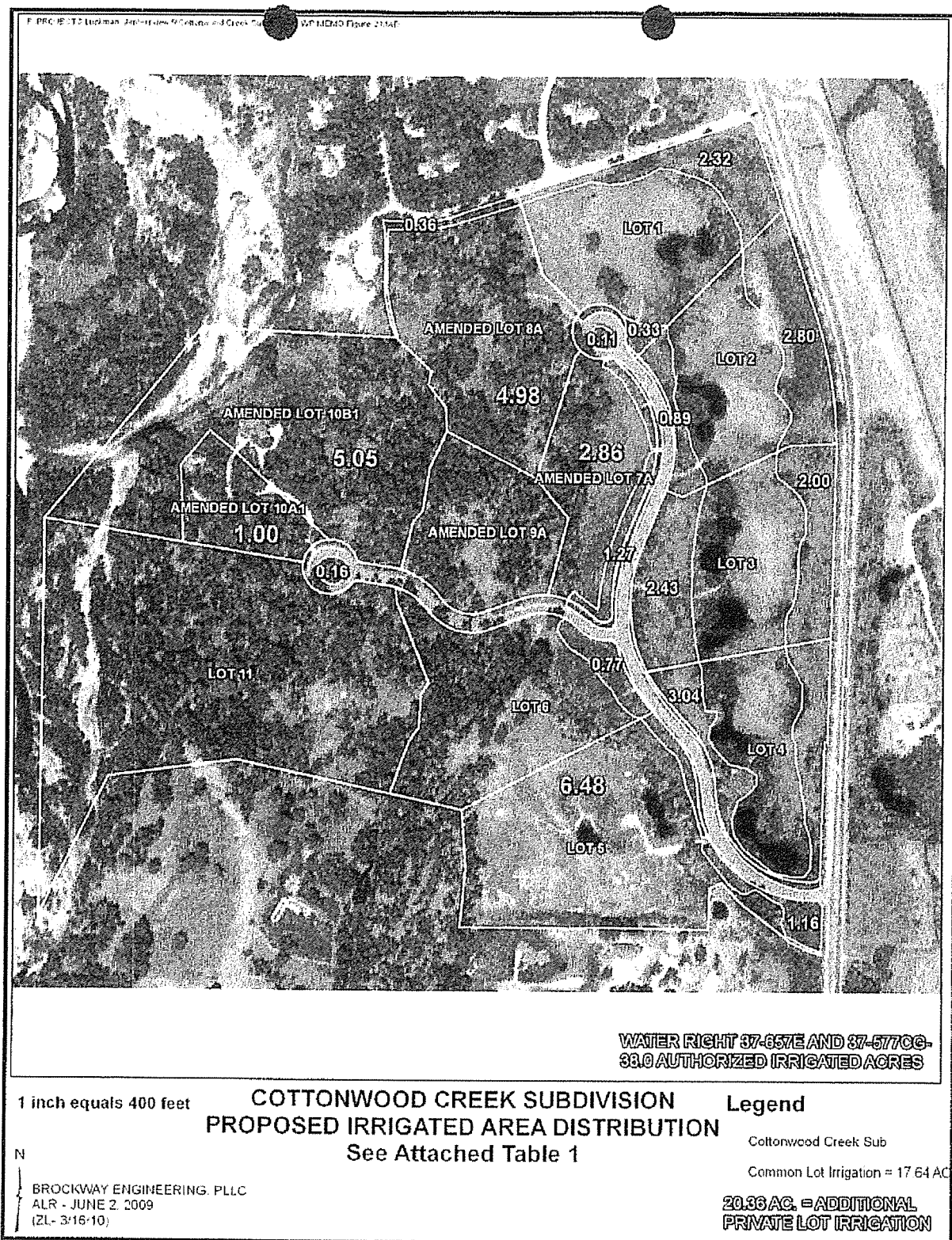


Figure 2: Existing Cottonwood Creek Subdivision Irrigation Diversion and Delivery System.