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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CANYON ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made March 7, 2005 by Natural Properties, Inc., whose address is 24 Country Club Circle, Tequesta, FL 33469, (the "Declarant") and amends, replaces and supersedes all previous Declarations, including the Declaration for Canyon Estates recorded July 12, 2000, as Instrument No. 176059, replaced September 10, 2002 as Instrument No. 182758; as well as the Declaration for Canyon Estates First Addition recorded September 12, 2000 as Instrument No. 176479, replaced September 10, 2002 as Instrument No. 182759 at the Office of the County Recorder, Bear Lake County, Idaho. The Declarant exercises this right to amend pursuant to Section 13.02 of this Declaration.

RECITALS:

- A. Declarant was the original owner and developer of real property, commonly known as "Canyon Estates," located in Part of Section 15 and Section 10, Township 16 South, Range 43 East, B.M. described as follows:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, SAID CORNER BEING N 89°23'41" E 2648.19 FEET FROM THE NW CORNER OF SAID SECTION 15; THENCE S 00°40'29" E 143.68 FEET; THENCE S 06°42'19" E 63.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 03°15'21" W 441.56 FEET; THENCE S 12°32'49" W 874.34 FEET; THENCE S 80°10'06" E 198.15 FEET; THENCE S 39°12'02" E 94.99 FEET TO A NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID CURVE HAVING A 530.00 FOOT RADIUS AND A CENTRAL ANGLE OF 28°06'25" (CENTER BEARS N 52°58'55" W) FOR AN ARC LENGTH OF 260.00 FEET (CHORD = N 22°57'52" E 257.40 FEET); THENCE S 07°57'02" E 438.76 FEET; THENCE S 39°12'02" E 424.25 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 687.35 FOOT RADIUS AND A CENTRAL ANGLE OF 13°31'24" (CENTER BEARS S 16°07'40" W) FOR AN ARC LENGTH 162.23 FEET (CHORD = N 80°38'02" W 161.86 FEET); THENCE N 87°23'44" W 274.23 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 675.87 FOOT RADIUS AND A CENTRAL ANGLE OF 15°03'03" FOR AN ARC LENGTH 177.54 FEET (CHORD = S 85°04'44" W 177.03 FEET); THENCE S 77°33'13" W 143.76 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 1000.00 FOOT RADIUS AND A CENTRAL ANGLE OF 03°24'37" FOR AN ARC LENGTH 59.52 FEET (CHORD = S 79°15'31" W 59.51 FEET); THENCE S 80°57'50" W 281.99 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 200.00 FOOT RADIUS AND A CENTRAL ANGLE OF 20°31'35" FOR AN ARC LENGTH 71.65 FEET (CHORD = N 88°46'23" W 71.27 FEET) TO A REVERSE CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 400.00 FOOT RADIUS AND A CENTRAL ANGLE OF 21°11'07" FOR AN ARC LENGTH OF 147.90 (CHORD = N 89°06'09" W 147.06 FEET); THENCE S 80°18'17" W 110.45 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 300.00 FOOT RADIUS AND A CENTRAL ANGLE OF 15°29'57" FOR AN ARC LENGTH 81.15 FEET (CHORD = S 88°03'16" W 80.91 FEET); THENCE N 84°11'48" W 80.56 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY



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ALONG SAID CURVE HAVING A 700.00 FOOT RADIUS AND A CENTRAL ANGLE OF 10°09'37" FOR AN ARC LENGTH 124.13 FEET (CHORD = N 89°16'34" W 123.97 FEET); THENCE S 85°38'37" W 139.84 FEET TO A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 159.31 FOOT RADIUS AND A CENTRAL ANGLE OF 15°00'21" FOR AN ARC LENGTH 36.16 FEET (CHORD = S 79°08'27" W 36.09 FEET); THENCE N 17°58'50" E 909.70 FEET; THENCE N 33°13'04" E 197.52 FEET; THENCE N 06°54'07" E 297.48 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 120.00 FOOT RADIUS AND A CENTRAL ANGLE OF 49°09'22" ( CENTER BEARS S 34°15'40" W) FOR AN ARC LENGTH OF 102.95 FEET (CHORD = N 80°19'01" W 99.82 FEET); THENCE S 75°06'17" W 87.13 FEET TO A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 330.00 FOOT RADIUS AND A CENTRAL ANGLE OF 22°48'59" FOR AN ARC LENGTH OF 131.41 FEET (CHORD = S 86°30'47" W 130.55 FEET); THENCE N 07°55'16" E 60.00 FEET; THENCE N 38°50'17" E 897.24 FEET; THENCE S 66°21'09" E 202.20 FEET; THENCE S 85°44'44" E 265.90 FEET; THENCE N 80°20'00" E 275.56 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

Canyon Estates- 1<sup>st</sup> Addition

A PARCEL OF LAND IN THE NORTHWESTERLY HALF OF SECTION 15 AND THE SOUTHWESTERLY HALF OF SECTION 10, TOWNSHIP 16 SOUTH, RANGE 43 EAST, BOISE MERIDIAN, BEAR LAKE COUNTY, IDAHO. IT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 15, SAID CORNER BEING N 89°23'41" E 2648.19 FEET FROM THE NW CORNER OF SAID SECTION 15, THE TRUE POINT OF BEGINNING; THENCE S 00°40'29" E 143.68 FEET; THENCE S 06°42'19" E 63.74 FEET; THENCE S 80°20'00" W 275.56 FEET; THENCE N 85°44'44" W 265.90 FEET; THENCE N 66°21'09" W 202.20 FEET; THENCE S 38°50'17" W 897.24 FEET; THENCE S 07°55'16" W 60.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG SAID CURVE HAVING A 330.00 FOOT RADIUS AND A CENTRAL ANGLE OF 22°48'59" (CENTER BEARS N 07°55'16" E) FOR AN ARC LENGTH OF 131.41 FEET (CHORD = N 86°30'47" E 130.55 FEET); THENCE S 75°06'17" E 87.13 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE HAVING A 120.00 FOOT RADIUS AND A CENTRAL ANGLE OF 49°09'22" FOR AN ARC LENGTH OF 102.95 FEET (CHORD = S 80°19'01" E 99.82 FEET); THENCE S 06°54'07" W 297.48 FEET; THENCE S 33°13'04" W 197.52 FEET; THENCE S 17°58'50" W 874.29 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 189.31 FOOT RADIUS AND A CENTRAL ANGLE OF 06°12'45" (CENTER BEARS S 11°08'59" E) FOR AN ARC LENGTH OF 20.53 FEET (CHORD = S 75°44'38" W 20.52 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG SAID CURVE HAVING A 127.90 FOOT RADIUS AND A CENTRAL ANGLE OF 49°53'51" FOR AN ARC LENGTH OF 111.39 FEET (CHORD = N 82°24'48" W 107.90 FEET); THENCE N 59°09'20" W 77.63 FEET; THENCE N 00°05'56" W 1003.39 FEET; THENCE S 89°39'27" W 1065.25 FEET; THENCE N 00°08'45" W 815.96 FEET; THENCE N 00°08'167" W 299.38 FEET TO THE SAID NW CORNER OF SECTION 15; THENCE N 00°22'19" W 515.56 FEET; THENCE N 00°18'55" W 812.72 FEET; THENCE N 89°39'00" E 1070.81 FEET; THENCE N 89°38'43" E 1578.99 FEET; THENCE S 00°15'57" E 1316.60 FEET TO THE TRUE POINT OF BEGINNING.



TOGETHER with perpetual rights of ingress and egress from Fish Haven Cemetery Road and Fish Haven Canyon Road.

B. Declarant subdivided the above-described property, in accordance with the Canyon Estates Subdivision Plat approved by the Bear Lake County Board of Planning and Zoning, dated, July 12, 2000, and recorded as Bear Lake County Recorder's Instrument No. 176060. Canyon Estates First Addition Subdivision Plat was approved by the Bear Lake County Board of Planning and Zoning, dated Sept 12, 2000, and recorded as instrument # 176480.

C. **Declarant hereby annexes,** includes in Canyon Estates and makes subject to this Declaration the following real property and all future platted lots therein to be known as "The Pointe at Canyon Estates," pursuant to Sections 13.02 and 14.04 of this Declaration, **to wit:**

**Parcel No. 2D:**

A parcel of land located in Section 15, Township 16 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho, and further described as follows: Beginning at the North Quarter Corner of said Section 15; thence following an existing fence line through the following courses: South 89°55'55" East 262.67 feet; thence South 89°28'03" East 270.01 feet; thence North 88°48'13" East 268.08 feet; thence South 86°05'13" East 333.14 feet; thence South 88°29'20" East 641.60 feet to a fence corner; thence following a fence line through the following courses: thence South 04°04'24" West 232.71 feet; thence South 06°43'59" West 58.27 feet; thence South 01°57'20" West 87.96 feet; thence South 03°54'42" West 135.46 feet; thence South 06°18'16" West 115.28 feet; thence South 04°19'49" West 262.57 feet; thence South 03°38'23" West 396.80 feet; thence leaving said fence line and going South 04°22'21" West 388.68 feet to a 5/8" rebar with cap labeled "AA HUDSON PLS 4735" set at a found 3/4" pipe; thence South 89°20'07" West 428.00 feet to a found 1/2" rebar; thence South 89°37'45" West 448.86 feet to a found 1/2" rebar; thence South 00°30'37" East 543.77 feet (South 567.76 feet by record) to a 5/8" rebar with cap set on the Northerly Right of Way Line of the Fish Haven Canyon Road; thence North 60°20'53" West 181.24 feet to the point of curvature of a 717.35 foot radius curve concave to the Southwest; thence Northwesterly along said curve through a central angle of 13°47'50", a distance of 172.74 feet (chord = North 67°14'48" West 172.33 feet) to a 5/8" rebar with cap set on a fence line; thence North 39°47'23" West 741.48 feet along said fence line to a fence corner; thence North 79°48'22" West 198.22 feet (North 79°42'28" West 199.30 feet by record) to a 5/8" rebar with cap set at a fence corner; thence along a fence line through the following courses: North 12°10'56" East 500.29 feet (North 15°21'37" East 512.37 feet by record); thence North 13°15'32" East 372.68 feet; thence North 03°21'30" East 441.83 feet; thence North 07°43'25" West 63.66 feet; thence North 00°37'52" West 144.37 feet to the True Point of Beginning.



**EXCEPT THEREFROM:** A parcel of land set aside as the "well lot" in Parcel 2D, also a parcel of land in the North One-Half of Section 15, Township 16 South, Range 43 East, Boise Meridian, Bear Lake County, Idaho, and more particularly described as follows:

Commencing at the North Quarter Corner of Section 15, said Corner being North 89°23'41" East 2648.19 feet from the Northwest Corner of said Section 15; thence South 00°40'29" East 143.68 feet; thence South 06°42'19" East 63.74 feet; thence South 03°15'21" West 441.56 feet; thence South 12°32'49" West 874.34 feet; thence South 80°10'06" East 198.15 feet; thence South 39°12'02" East 94.99 feet to the TRUE POINT OF BEGINNING, said point being on a non-tangent curve concave to the West; thence Northerly along said curve having a 530.00 foot radius and a central angle of 28°06'25" (center bears North 52°58'55" West) for an arc length of 260.00 feet (chord = North 22°57'52" East 257.40 feet); thence South 07°57'02" East 438.46 feet; thence North 39°12'02" West 254.91 feet to the True Point of Beginning.

D. This Declaration shall constitute covenants to run with all of the land, as provided by law, and shall be binding, on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision.

NOW THEREFORE, as part of the General plan for improvement of the above-described real property, the undersigned hereby declares said property subject to this Declaration.

#### ARTICLE I DEFINITIONS

Section 1.01 : "Association" and "HOA" shall mean and refer to the Canyon Estates Homeowners Association, as further described herein below.

Section 1.02 : "Property" or "Project" shall mean all the real property described above, consisting of all acreage and any and all annexations to Canyon Estates.

Section 1.03 : "Lot" shall mean any plot of land or parcel shown upon any recorded subdivision plat of the property, with the exception of common areas.

Section 1.04 : "Owner" shall mean the record owner of a fee simple title to any lot which is a part of the Property, but excludes any person or entity which holds an interest merely as security for the performance of an obligation.

Section 1.05 : "Mortgage - Mortgagee - Mortgagor"; reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of a deed of trust.

Section 1.06 : "Member" shall mean and refer to every person or entity that holds Membership in the Association. An owner must be a member of the Association.

Section 1.07 : "Family" shall mean a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption.

Section 1.08 : "Common Area" shall mean property owned by the Association for the common use and benefit of the members of the association.



Section 1.09: "Management Committee" or "Committee" shall mean the Declarant herein, or its successors and assigns, as the same are appointed pursuant to the provisions of Article VI, herein.

## ARTICLE II CLASSIFICATION OF PROPERTIES

The property in the subdivision shall be considered in two classifications, namely dwelling lots and Common Area. Dwelling lots shall be utilized by the owners thereof subject to this Declaration and any other requirement or restriction of applicable municipal, county, state or federal laws or regulations.

The Common Area of the project consists of streets, the perimeter fence, and the water system, including the well and tank.

## ARTICLE III MEMBERSHIP

Every person or entity, including Declarant, who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing does not include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership.

## ARTICLE IV MANAGEMENT

Performance of the duties and obligations of the Association shall be done by the Management Committee. The Committee shall have the duties, power and authority, to perform the following acts, among others:

- 1.) Levy Assessments, in the manner set forth below, for the following purposes, among others: maintenance of streets, (including any repairs required where streets cross irrigation canals), perimeter fence, and water distribution system, including and reservoir and well.
- 2.) Provide for, or contract for snow removal from the streets, and such repairs, maintenance or alteration to the streets as from time to time may be necessary; and enforce, in the manner described below.
- 3.) The above-stated itemization of powers, authorities, duties and obligations of the Association and/or its Management Committee are not exclusive. The Association may undertake such further duties and responsibilities as may become reasonable or necessary,

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and as may be approved by the Members, from time to time, in accordance with voting procedures set forth herein.

#### ARTICLE V VOTING RIGHTS

Members of the Association shall have voting rights in the management of the Association, in the formation of its Management Committee, and election of Members to the Management Committee.

Each person or entity that is a record owner of a fee or undivided fee interest in any, including the Declarant, shall have one vote for each lot owned.

In the event that one lot has more than one record owner, it is understood that there will only be one recognized vote for that lot.

#### ARTICLE VI MANAGEMENT COMMITTEE

The members of the association shall elect a Management Committee, of not less than three (3) members.

The association may adopt such by-laws, rules or regulations as it may deem reasonable or necessary, addressing the terms of office of management committee members, resignations, terminations and the like.

#### ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.01. Creation of the Lien and Personal Obligation of assessments: The Declarant is not liable for any annual assessments or any special assessments on any lots it owns. All other owners of any Lot, by acceptance of a deed or conveyance thereof, whether or not is shall be so expressed in any such deed or instrument of conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney fees, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.



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Section 7.02. Purpose of Assessments: The assessments levied by the association shall be used for the following purposes, among others: maintenance of perimeter fence of the project, maintenance and repair of streets within the project, (including any repairs required where streets cross irrigation canals), and snow removal, maintenance and repair of the entryways, and for the operation and maintenance of the culinary water distribution system, including well and reservoir.

Section 7.03. Amount of Annual Assessment: The Management Committee, after consideration of current maintenance costs and future needs of the Association, may fix the annual assessment at an amount sufficient to fulfill the needs of the Association. Whenever annual assessments are increased or decreased, the Management Committee shall provide to each member a summary of the record of expenditures of the prior year, and a statement of the basis of expected expenditures for the following year upon which the change in annual assessment is based.

Section 7.04. Special Assessments: In addition to the annual assessments authorized above, the Management Committee may levy in any assessment year, such special assessments, applicable for that year only, as may be necessary for the following purposes, among others: paying the cost of any construction or reconstruction, unexpected repair or replacement of or to the streets within the project (including any required repairs to areas where streets cross irrigation canals), maintenance and repairs of the entryways, the perimeter fence around the project, and the culinary water distribution system, including the well and reservoir.

Section 7.05. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all lots on the date of closing when initially sold or transferred by the Declarant.

Section 7.06. Effect of Non-Payment of Assessments; Remedies of the Association: Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within 30 days after due date, the assessment shall bear interest from the date of delinquency at the rate of twelve per cent (12%) per annum, and the Association may bring an action of law against the property. Costs, interest, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets, or abandonment of his lot.

Section 7.07. Professional Management: It shall be within the authority of the Management Committee without vote of the membership to contract for professional management of the Association, and to assess the members under the other provisions for assessment herein, to pay for such management. Under this provision the Professional Manager would be responsible only to the Management Committee for the performance of his or her duties, and any request for his or her services or complaints shall be referred to the Management Committee.

## ARTICLE VIII IMPROVEMENTS

Section 8.01. Streets: The Declarant will provide streets to each Lot in Canyon Estates in accordance with the standards set by the County of Bear Lake, State of Idaho.



Repair and maintenance of the streets shall be the responsibility of the Management Committee.

Section 8.02. Central Culinary Water Distribution System: The Declarant will install such wells, reservoirs, and distribution systems ("water system") as necessary and required by the Idaho Department of Environmental Quality ("DEQ") to provide culinary water to each lot. A secondary or backup supply of water will be secured as required by DEQ. The operation and maintenance of the water system is the responsibility of the Home Owner's Association. There will be a hook-up fee for culinary water of \$1,000, except that the fee will be \$1,500 for lots in the annexed property. Water will be metered and charged at a rate established by the Management Committee.

Section 8.03. Other Utilities: Declarant will install trunk electric lines. Connection by lot owners to such trunk lines will involve payment of connection fees by the lot owner, which fees will be paid to the providers of such services. Payment of such connection fees will or may result in refund of the installation costs advanced by Declarant. Such refunds shall be the sole right and property of Declarant.

The Association shall be responsible for payment of any utility maintenance fees. Funds for such fee shall be contributed by the members of the association, as defined in Article 3, and funds may be assessed and collected in the same manner as provided herein for other maintenance, and shall be subject to the same lien and collection procedures as set forth in Article 7 hereof.

## ARTICLE IX ARCHITECTURAL CONTROL

Section 9.01. Architectural Control Committee: There shall be an Architectural Control Committee ("Committee") appointed by the Management Committee. If the Management Committee is unable to find three (3) willing Lot owners to serve on the Committee, the Management Committee may appoint a professional. No member of the Committee may be compensated for services performed pursuant to this Declaration. However, the Architectural Control Committee may, at its discretion, employ an outside professional architect or engineer, or other consultant or professional, to assist it in its functions, and a reasonable fee may be charged to the lot owner for such services, in which event the provisions Article VII shall be applicable. No member of the committee shall be liable to any person for his for her decisions or failure to act in making decisions as a member of the Committee.

Section 9.02. Scope: No building, residence, dwelling, garage, carport, wind generation device, accessory building or fence, wall, non-living screen or any other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any lot until the plans, specifications and plot plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing, by the Architectural Control Committee, which may consider factors as (but not limited to) the quality of workmanship and



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materials, design, harmony of external design with existing project, structures, location with respect to topography and finish grade, elevation, preservation and enhancement of the natural beauty of the area and safety.

The Committee may condition such approval on the lot owner depositing cash in the sum of not to exceed Five Hundred Dollars (\$500.00) with the Architectural Control Committee, the purpose of which shall be to further ensure that the lot owner (1) fulfills his responsibility to keep his lot in a condition so as to prevent the rubbish and debris which accumulates during the construction process from blowing, or collecting on neighboring lots, and (2) reasonably cleans up his lot at or near the completion of the construction process. If the lot owner fails in either of these two responsibilities, the Committee may keep the deposit as a fine upon such lot owner or as liquidated damages. If any such failure is not remedied within 14 days after written notice thereof, the Committee may remedy such condition itself and shall charge the lot owner for the cost of the remedy, in which case the provisions of Article VII shall be applicable.

Section 9.03. Process of Approval: Plans and re-submittal thereof shall be approved, disapproved or otherwise acted upon in writing, within thirty (30) days of submission. All plans and specifications and other materials shall be submitted in triplicate. One (1) set shall be returned to the lot owner. Failure of the Committee to respond to a submittal or re-submittal of plans or materials within thirty (30) days shall be deemed to be an approval of plans as submitted or resubmitted. Lot owners shall have one (1) year to start construction from the date of plan approval before approval expires and all plans must be resubmitted.

If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the lot otherwise than as approved by the committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless a Notice of such non-compliance or non-completion, executed by one or more members of the Committee shall appear of record in the office of the County Recorder, or legal proceedings have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval for use on any residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plan submitted for approval for use on other residences. Upon approval of the Committee acting, in accordance with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any improvement do not violate the provisions of this Declaration.



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ARTICLE X  
GENERAL RESTRICTIONS AND REQUIREMENTS

Section 10.01. Land Use and Building Type: All lots shall be used exclusively for single-family residential purposes. Except as may be specifically approved as provided in Article IX hereof, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, one building for garage and one barn, unless otherwise approved by the Architectural Control Committee. No lot may be divided, subdivided or separated into smaller parcels. Any building, being constructed, must be complete on the exterior, Eighteen (18) months from the starting, date of construction of the building.

Section 10.02. Dwelling Size and Materials: No single story dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the main floor area, exclusive of basement, open porches and garages, is 1,300 square feet or greater. No two story dwelling shall be constructed, altered, placed or permitted to remain on any Lot unless the main floor and other floors, exclusive of basements, open porches and garages is a total of 1,800 square feet or greater. No structure shall have a height greater than two stories, excluding basements. No structure shall, without written approval, have a height greater than 35 feet above ground level. If the structure has a walkout basement on one side, this is still considered a basement and the structure may be two full stories above this. Unless prior written approval is first given by the Architectural Control Committee, all above ground construction of all buildings including garages and barns shall be log, log siding, cedar siding or some comparable material which harmonizes with the natural surroundings in both color and material, and is approved in writing by the Architectural Control Committee. In no event shall modular housing, vinyl siding, aluminum siding, or T- 111 siding be permitted. Aluminum soffits are not considered siding.

All dwellings must have a street-side landscaping plan approved by the Architectural Control Committee at the time of approval of building. These plans which will extend the entire street-side length of the building and have a minimum depth from the building of 20 feet. Use of plant native materials and stone are highly encouraged. This landscaping plan must be completed within the 18 months along with the building exterior. The Committee may approve a home of a size smaller than as provided herein only where, after considering all relevant factors, it is determined to be clearly as unreasonable, under the given circumstances, to require the larger size home.

Section 10.03. Building Location: No building walls or foundation shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back described under prevailing county Zoning. Notwithstanding, any zoning requirements to the contrary, except where special written approval is first given, no building shall be located on any Lot nearer than 20 feet to the front (street-side) line, or nearer than 20 feet to any side lot line, or nearer than 20 feet to the rear lot line. Certain lots will also have deeded setbacks for the winter wildlife range.

Section 10.04. Nuisances, Unreasonable Annoyance and Noxious Activities: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done



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thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. (Dogs that continually bark or music loud enough to annoy adjoining landowners would be examples of unreasonable annoyances.) Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the project. Recreation vehicles (i.e. ATV's) will be operated with the consideration of residents of the project in mind and not be allowed to use the streets of Canyon Estates as a "racetrack". Use of firearms is highly discouraged inside the project.

In addition, no building may be placed on the 30% slope areas as shaded on the approved plat. Any area of disturbed ground, which is not a driveway, must be revegetated with grass or the Big Game Winter Range mix recommended by the Idaho Fish and Game. Lot owners shall control all noxious weeds within their Lot boundary. After due notice is given, failure to comply or remedy a violation is subject to the remedies in ARTICLE XII.

Section 10.05. Signs: No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any lot without written approval having been first obtained from the Architectural Control Committee; provided however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale, or which identifies the residents owners. The Association may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or its agents in connection with the original construction and sale of the residence and or lots.

Section 10.06 Animals: Animals kept on the property shall be for recreational use only. Absolutely no commercial use may be made of any animal, including renting leasing, or sale. Animals will be limited to Horses, Dogs and Domestic Cats, with a maximum of five (5) total animals per lot. Written approval from the Association Management Committee is required to exceed these animal limits. Lotowners shall at reasonable intervals remove animal excretions from the Lot, to a location outside the project. Each owner shall, in so doing, be responsible for observance of any law, ordinance or regulation that may be applicable to such disposal.

Section 10.07. Rubbish and Unsightly Debris, Etc.: Notwithstanding any other provision in the Declaration, no owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment or other things or materials so as to constitute an eyesore as reasonably determined by the Association. Within 20 days of receipt of written notification by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 10.08. Temporary Structures, Etc.: No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as residence, either temporarily or permanently, unless approved in writing, by the Architectural Control Committee; provided however, that this section shall not be applicable to temporary structures utilized during construction of a dwelling on the Lot, not to exceed 18 months in duration.

Section 10.09. Non-Residential Uses Prohibited: No part of the property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes; provided however, that professional and administrative occupations



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may be carried on within the residence so long as there exists no meaningful external evidence thereof. Leasing of the property must be approved by the Management Committee. The Declarant, its successors or assigns, may use the property for a model home site, display, and sales office during the construction and sales period.

Section 10.10. Drilling Operations: No oil drilling, oil development operations, exploration, oil refining, quarrying, or mining, operations of any kind shall be permitted upon any lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in drilling boring for oil, natural gas or water, be erected, maintained or permitted on any lot.

Section 10.11. Fences and Walls, Hedges and Screens: No fences, walls, or nonliving screen shall be constructed on any lot without written approval first having been obtained from the Architectural Control Committee, and in no event will approval be Given to any fence that is not constructed of wood; log fencing is preferred, and an owner may be required to show good reason for other fence type to be used.

Front yard fences, walls and nonliving screens are discouraged and require prior approval before construction. Such fences, walls and screens may be approved only following careful scrutiny by the Architectural Control Committee.

Section 10.12. Environmental Concerns: The winter months (i.e. December-March) require special consideration. It will be understood by the residents of Canyon Estates that they are living in a Wildlife Winter Range. It is expected that during the winter months motor vehicle traffic will be at a minimum. A speed limit of 15 mph will be imposed during these months.

If Bear Lake County finds it necessary to restrict traffic to use the south entryway only, during the winter months, all residents will comply with this restriction and the north entryway will be closed during this time.

Lots, where possible, shall provide a means for wildlife to traverse. The land shall be left in its natural state, with the exception of reasonable yards, trees, shrubs and the like for aesthetic purposes. Vegetable gardens for use of the lot owner only are permitted. A maximum of 40% of the property may be disturbed from its natural habitat. A maximum of one tenth (1/10) of one acre can be irrigated on any one lot. Each lot owner must plant a minimum of 10 Idaho native trees at the start of any construction on their lot. These trees should be a minimum of 8 feet in height when planted. All trees must be kept alive and growing. Dead trees must be replaced. All dogs with potential of chasing wildlife must be restrained, penned, or on a leash, etc. during that time. No commercial agriculture or gardening, or sale of produce shall be permitted.



ARTICLE XI  
EASEMENTS HILLSIDE DISTURBANCE AND FLOOD CONTROL

Section 11.01. Utility Easements: Easements for installation and maintenance of drainage facilities and public utilities are generally reserved over the front, rear, and side 20 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with or damage utilities or drainage facilities. However, the Committee may approve a structure such as a fence or landscaping where constructed at the Lot Owner's risk of having it dismantled, removed or destroyed where necessary because of drainage or utility servicing, installation, alteration or maintenance. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible to maintain. All roads and common areas shall have a general blanket easement for utility installation.

Section 11.02 Fire Control Easement & Responsibility: Each homeowner will provide as part of their landscape, a firebreak around their home in case of a brush fire. Also, there is an existing, easement across all lots for firebreak equipment to disturb any of the lots upon demand to stop a brush fire from spreading

Section 11.03. Flood Control Responsibility: Construction of berms, channels or other flood control facilities is the sole responsibility of the lot owner and shall be done in accordance with flood control district plans approved by Bear Lake County. Any such construction shall commence at the time the lot is graded or otherwise altered from its natural state. The grade of any lot shall not be changed by more than one (1) percent during construction. Culverts, where driveways meet roadway, shall be installed at the start of construction.

ARTICLE XII  
VIOLATIONS

Section 12.01. Management Committee's Power of Enforcement: Enforcement of the provisions of this Declaration shall be accomplished by any lawful means, including proceedings at law or in equity, against the person or persons violating or attempting to violate any provision herein, either to restrain violation, compel compliance, or recover damages. The violator shall be required to pay any and all expenses incurred therein. No liability shall attach to the Management Committee in acting pursuant to the provisions of this Declaration.

Twenty (20) days after receiving written notice, If a lot owner fails to remedy a violation, the Association may (in addition to any other lawful remedies available) cause such violation or condition to be remedied, and the cost thereof shall be deemed a special assessment against the owner of the lot, and which shall be subject to levy enforcement and collection in accordance with the assessment lien procedure provided for in Article VII.



Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limitation, recovery of damages, injunctive relief, foreclosure of lien, or any combination thereof. Failure on one occasion to enforce any provision hereof shall not be deemed a waiver of the right to enforce said provision or any other provision hereof.

Section 12.02. Enforcement by Others: Additionally, and after reasonable notice in writing, an owner not at the time in default hereunder, shall have the option of bringing an action for damages, specific performance or injunctive relief against a defaulting owner. Any judgement entered in such case shall include an award of reasonable attorney's fee to the prevailing party.

Section 12.03. Rights of Entry: The Management Committee shall have a limited right of entry in and upon all lots and the exterior of all residences for the purpose of taking corrective action that it may deem necessary and proper. Nothing, in this Article shall in any manner limit the right of the owner to exclusive control over the interior of his residence.

### ARTICLE XIII DURATION AND AMENDMENT

Section 13.01. Duration: This Declaration shall continue in full force and effect for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded with the County Recorder, which declaration must meet the requirements of an Amendment, as set forth herein below. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any lot from membership in the Association so long as this Declaration shall continue in full force and effect.

Section 13.02. Amendment:

Any amendments of this Declaration by the Lot Owners shall be effective only upon written approval by not less than seventy-five percent (75%) of the Lot Owners of record at the time of such amendment. Notice containing reasonable detail of a proposed Amendment to this Declaration by the Lot Owners shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed. No amendment by the Lot Owners may limit or impair the Declarant's right to amend the Declaration as set forth below.

Notwithstanding the foregoing, the Declarant may at any time amend this Declaration to qualify the Project with lending institutions. The Declarant may also amend this Declaration at any time until the close of escrow established for the sale by the Declarant of its last lot in Canyon Estates (including lots in any annexations thereto). Accordingly, Declarant shall have the sole right to terminate or modify this Declaration by recordation of an amended Declaration. "The close of escrow" shall be deemed to be



the date upon which a deed conveying the lot is recorded. It is anticipated that additional property and lots will be annexed to Canyon Estates and share in the ownership of the Common areas including the culinary water distribution system. Each owner of any lot, by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in any such deed or instrument of conveyance, is deemed to Covenant to accept any and all annexations such as Declarant may make.

#### ARTICLE XIV

##### MISCELLANEOUS AND GENERAL PROVISIONS

Section 14.01. Severability: Invalidity of any one of these covenants, or any portion thereof by judgement or court order shall in no way effect any of the other provisions of this Declaration.

Section 14.02. Singular Includes Plural: Whenever the context of the Declaration requires the same, the singular shall include the plural, and the masculine shall include the feminine.

Section 14.03. Liability: Neither the Declarant, the Management Committee, their assignees, delegates, nor the Architectural Control Committee shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 14.04. Annexation of Additional Property: Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time that it is annexed.


Section 14.05: As the Project is being constructed in a wildlife area Lot owners should expect wildlife in the area and upon the Lots, and neither the Declarant, the Management Committee, their successors, delegates, assigns, or the Architectural Control Committee, nor any member thereof, shall have any responsibility for any damage caused by wildlife, or for removal of wildlife from the Project



IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first above written.

NATURAL PROPERTIES, INC.-  
DECLARANT

By:

  
\_\_\_\_\_  
Douglas A. Johnson, President

190705	
STATE OF IDAHO	
County of Bear Lake	
Date	3-7-2005
Time	10:30 A.M.
Deputy	Linda Dean
Clerk	Kerry Haddock
Fee	\$51.00

STATE OF Florida

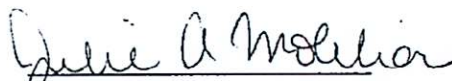
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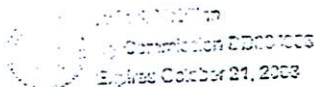
County of Palm Beach

On the 23 day of February 2005, personally appeared Douglas A. Johnson, known or identified to me to be the President of Natural Properties, Inc., who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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

My commission Expires

  
\_\_\_\_\_  
Notary Public  
State of FL  
Residing at \_\_\_\_\_



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