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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
TWIN RIVER RANCH
"AMENDED"

THIS DECLARATION is made this 13th day of June, 2003, by Twin River Ranch Property Owners Association (Declarant) as successors to Red Creek Ranch, Inc.

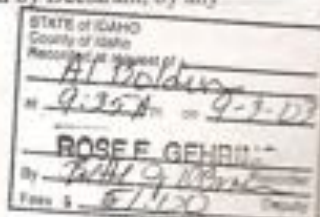
ARTICLE 1 - GENERAL

Section 1.1: Common Interest Community: The name of the common interest community created by this Declaration is "Twin River Ranch". Twin River Ranch is a platted parcel of land and is by definition exempt from the Idaho County Subdivision Regulations under the definition of an original parcel. All of Twin River Ranch is located in Idaho County, Idaho.

Section 1.2: Property Effected: The "Existing Property", when used in this Declaration, refers to only that property identified in the attached Exhibit "A". Now affirmatively acted upon by a vote of the membership that this amended document replaces all prior such documents and applies to all three phases of the Twin River Ranch Property Owners Association.

Section 1.3: Purpose of Declaration: This Declaration is executed and recorded (a) to provide for the Property Owners Association to maintain non-public roads within the Property and to perform certain functions for the benefit of Owners of land within the Property; (b) to define the duties, powers and rights of the Property Owners Association; and (c) to define certain duties, powers and rights of Owners.

Section 1.4: Declaration: Declarant hereby declares that each lot, parcel or portion of Twin River Ranch, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest.



ARTICLE 2 – DEFINITIONS

Section 2.1: Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizational or charter documents of the Association.

Section 2.2: Assessments: "Assessments" shall mean those payments required of Association Members, including Regular, Special and Limited Assessments of the Association as further defined in this Declaration.

Section 2.3: Association: "Association" shall mean the Twin River Ranch Property Owners' Association.

Section 2.4: Association Documents: "Association documents" shall mean the various operative documents of the Association, including: (a) the Articles of Incorporation of the Association; (b) the Bylaws of the Association, and, (c) this Declaration, and all Amendments to any of the aforementioned documents.

Section 2.5: Board of Directors: "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 2.6: Declarant: "Declarant" shall mean Twin River Ranch Property Owners Association, Inc.

Section 2.7 : Declaration: "Declaration" shall mean this Declaration of Covenants.

Section 2.8: Lot: "Lot" shall mean a parcel of land subject to this Declaration which is identified as a Lot in any plat subsequently recorded against the Existing Property or the Property.

Section 2.9: Member: "Member" shall mean a member of the Association, who must be an Owner. Membership in the Association shall be appurtenant to and may not be severed from ownership of a Lot.

Section 2.10: Owner: The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Idaho County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means, including buyers under executory contracts of sale and excluding those holding an interest merely as security for the performance of an obligation.

Section 2.11: Existing Property: "Existing Property" shall mean the real property described on Exhibit "A", "the Property" shall mean the Existing Property, together with any additional properties which are annexed to the Existing Property pursuant to Section 8.2(a) herein. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

Section 2.12: Person: "Person" shall mean a natural person, a corporation, a partnership, or any other entity recognized as being capable of owning real property under Idaho law.

Section 2.13: Rules and Regulations: "Rules and regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

ARTICLE 3 – PROTECTIVE COVENANTS

Section 3.1: Property Uses: All lots within the property shall be used exclusively for residential, private recreational or limited commercial (with the consent of the Declarant) or agricultural purposes. The construction of a dwelling unit erected or maintained within the property shall be primarily for the purpose of a family dwelling. Each dwelling unit shall contain no less than 1,000 square feet of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages). A variance from this minimum square foot restriction may be sought by an owner or prospective owner in Phase II or III from the Declarant, for the purpose of allowing a double-wide mobile or in any Phase for a pre-manufactured home containing no less than 900 square feet of heated floor living space. Such application shall be evaluated based on the submittal of a proposed site plan and sufficient additional documentation to depict for the Declarant the finished appearance of the mobile home or the pre-manufactured home on the lot, such that the Declarant can evaluate the compatibility of such mobile home or pre-manufactured home with the surrounding development. The application may be denied if, in the discretion of the Declarant, such mobile home or pre-manufactured home would not be compatible with the surrounding development. No lot owner will dump refuse or garbage on any lot, nor will a lot owner build, maintain, or construct any structure which will cause the accumulation of animal waste, junk or obnoxious odors. While it is not the intent of the Declarant to create or necessarily encourage commercial activity within the Property, it is not the Declarant's intent to prohibit the limited use of a dwelling unit for the purpose of an "in home business." Such activities shall be an in home office, profession, bed and breakfast, or other similar limited activity that would be conducted for financial gain. Such activity shall not create unreasonable increase in traffic or other notable increase in activity within the property, and shall in no way be incompatible with the aesthetics and appearance of surrounding lots or the ability of the owners of those lots to quietly enjoy their properties.

Section 3.2: Improvements: No improvements shall be erected within the Property, except single-family dwelling units and accompanying outbuildings or stables and other facilities necessary for the personal, residential, recreational or agricultural use of the property. Normally no single or double-wide mobile homes shall be permitted. With prior consent of Declarant, a double side mobile home may be permitted in Phase II or III under the following conditions: The mobile home shall not be more than five years old at the time of placement on the lot; and it shall be placed on a permanent foundation or footing which is properly skirted. Pre-manufactured homes otherwise meeting the

requirements of this Supplemental Declaration shall be allowed, provided that prior written approval has been obtained from the Declarant. Such approval shall be granted if, in the discretion of the Declarant, the pre-manufactured home, as placed on the lot, will meet all provisions of this Supplementary Declaration and will otherwise be compatible with the aesthetics and appearance of the surrounding development. Such prior approval shall not be required for the placement of pre-manufactured log home kits and custom build pre-assembled hand hewn log homes.

Section 3.3: Storage: No building materials shall be stored on any Lot except temporarily during continuous construction of a building or its alteration or improvement.

Section 3.4: Temporary Residence: No pickup, camp trailer, tent, motor home, or other similar accommodation may occupy a Lot other than for personal, non-commercial, recreational purposes. Under no circumstances shall any such vehicles or facilities be used as a permanent dwelling, except during construction of a permanent home with power, water and septic.

Section 3.5: Construction Completion: The exterior of all improvements must be completed within eighteen (18) months after the commencement of construction, except where such completion is impossible, or would result in great hardship due to strikes, fires, national emergencies, or national calamities. For the purposes of this Section 3.5, "Commencement of Construction" for new improvements is defined as the obtaining of the necessary building permits and the excavation of any visible exterior work. If construction is not completed within eighteen (18) months after commencement, or if construction shall cease for a period of ninety (90) days without permission of the Board of Directors, the Board will give the Owner thereof written notice of such fact. If construction of such improvement is not diligently commenced within thirty (30) days after such notice, the unfinished improvement or unfinished portion thereof shall be deemed a nuisance and shall be removed forthwith by and at the cost of the Owner, or at the sole discretion of the Board of Directors, and at the cost of the Owner.

ARTICLE 4 – DENSITY, SETBACK AND PRIORITY STANDARDS

Section 4.1: Limitation on Dwellings and Subdivision: No more than one dwelling unit and one separate guest house shall be erected or maintained within any Lot. No Lot shall be further platted or subdivided.

Section 4.2: Setback Area: No building, porch, eave, overhand, projection or other part of the building shall be located within thirty feet (30') of any Lot line. All construction must also conform to applicable building code, zoning code and subdivision regulations which may exist in Idaho County, which regulations may vary from the provisions of this Section and other Sections of this Declaration.

Section 4.3: Materials and Colors:

(a) Exterior walls of all structures shall be constructed or covered by quality finished

Materials such as clap boards, wood shingles, wood, stone, stucco or masonry. All exterior materials shall be natural, uncolored or earth tone so as not to distract or contrast with the natural character of the surrounding landscape. No tar paper, tarred shingles or other types of tarred siding shall be allowed. No brilliant colors, for example, bright red or bright yellow, shall be allowed.

- (b) Prior to any construction, the property owner shall have the duty to submit his or her plans and external color scheme to the Board of Directors for approval. The Board shall use these covenants and restrictions as a standard for approval or disapproval of any proposed plan. The Board shall act timely on any request that it receives and issue its approval or disapproval within 15 days of its receipt of an application from any property owner.
- (c) The Board may in its discretion adopt a series of approved colors and make those color samples available to any property owner at all times.
- (d) In the event the property owner disagrees with a decision disapproving his or her plans and/or external color scheme, that property owner may submit the request to arbitration, as is described in Section 10.14 hereinafter.
- (e) Any outbuildings, in addition to the allowed materials under Section "a" above, may include metal siding or steel buildings with metal siding provided that the scheme is appropriate, and approved by the Board as set forth in this Section.

Section 4.4: Rebuilding or Restoration: Any dwelling unit or other improvement which may be destroyed in whole or in part must be rebuilt, or all debris must be removed and the Lot restored to a sightly condition. Such rebuilding or restoration shall be completed with reasonable promptness and in any event within eighteen (18) months from the time the damage occurred.

Section 4.5: Fencing: All animals, other than common household pets, kept by a Lot Owner must be fenced within the boundaries of the Lot. No loose dogs or other animals shall be allowed by their owner to become a community nuisance (see 5.3 below).

Section 4.6: Obstructions on Common Easements: No gates or obstructions shall be placed upon or block any access road unless the access road terminates on the Lot Owner's property, and the gate or obstruction is placed within the Lot Owner's property. However, a Lot Owner may place at its expense a cattle guard on the common road easements if the cattle guard is constructed to County or District road specifications and has a gate and road surface on one side of the cattle guard for use by vehicles, livestock, horses, or persons otherwise using the road; and, provided further that such cattle guard is approved in advance by Declarant. Under no circumstances shall any acts be taken by any Lot Owner which unreasonably degrade or impair the rights possessed by any third-parties to traverse any roads or easements on or across the Property.

ARTICLE 5 – MAINTENANCE STANDARDS

Section 5.1: Building and Ground's Conditions: Each Owner shall maintain the exterior of his or her dwelling unit and all other improvements in good condition and shall cause them to be repaired as the affects of damage or deterioration become apparent. Each Owner shall, to the best of his or her ability, maintain his or her Lot in good appearance at all times.

Section 5.2: Refuse: No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, glass or shrub clippings, scrap material or other refuse, or receptacles or containers thereof, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during refuse collections.

Section 5.3: Nuisances: No noxious or offensive activity shall be carried out upon any Lot nor anything done thereon to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any dwelling unit. No hog farm may be operated on any Lot.

Section 5.4: Inoperative Vehicles: No unused, stripped-down, partially wrecked or otherwise inoperative motor vehicles or parts thereof shall be permitted to be parked on any common easement or road within the Property, nor shall such vehicles be allowed to be parked on any Lot in such manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved in advance by the Declarant.

- Section 5.5: Signs:** The only signs permitted on any Lot or improvement shall be:
- (a) One sign of customary size for identification of the occupant and the address of any dwelling;
 - (b) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and,
 - (c) Such signs as may be required by law.
 - (d) Signs to advertise property for sale must be approved by the Board of Directors.
 - (e) No sign shall exceed 15 square feet in size.

ARTICLE 6 - ASSOCIATION OPERATION

Section 6.1: Organization: The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such

provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

Section 6.2: Members in Community Association: Each Owner shall be a member of the Association. An Owner shall automatically be a holder of the membership appurtenant to such Owner's Lot, and the membership shall automatically pass with fee simple title to the Lot. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that the Owner may assign some or all of the Owner's rights as an Owner and as a member of the Association to a contract purchaser, tenant or First Mortgagee, and may arrange for such person to perform some or all of such Owner's obligations as provided in this Declaration, but no such delegation or assignment shall relieve an Owner from the responsibility for full fulfillment of the obligations of the Owner under the Association Documents.

Section 6.3: Classes of Membership/Voting Rights: The Twin Rivers Ranch Property Owners Association shall have only one (1) class of membership. Each parcel of land within the association property shall entitle the owner of that parcel to one (1) vote on issues which may require a vote of the membership, i.e. election of individuals to serve on the association Board of Directors. (The intent of this language is that persons owning more than one parcel shall be entitled to one vote for each parcel owned.)

Section 6.4: No Fractional Votes; No Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Lot Owners are unable to agree among themselves as to how their vote should be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such owner was acting with authority and consent of all joint Owners of the Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right of the Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

Section 6.5: Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

ARTICLE 7 – DUTIES AND POWERS OF THE ASSOCIATION

Section 7.1: General Duties and Powers of Association: The Association has been formed to further the common interest of the members. The Association shall have the

duties and powers to take such action as is necessary to perform its obligations under the Association documents.

Section 7.2: Powers of the Association: The Association shall have all the powers of a corporation organized under the non-profit 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 Declaration. The Association 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 Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

- (a) **Assessments:** The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement:** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach of threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.
- (c) **Delegation of Powers:** The authority to delegate its powers and duties to committees, officers, employees, or to any person, firm or corporation. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.
- (d) **Association Rules:** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or 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, the 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 such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superceded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.
- (e) **Emergency Powers:** The power, exercised by the Association or by any

person authorized by it, to enter upon any property (but not inside any building constructed thereon) 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 the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

- (f) Power to Engage Employees, Agents and Consultants: The Association shall have the power to hire and discharge employees and agents (except as otherwise provided in management contracts) and to retain in paper such legal and accounting services as may be necessary or desirable in connection with the performance of any duties or the exercise of any powers of the Association under the Association documents.

Section 7.3 Duties of the Association: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

- (a) Insurance: Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, directors and officers liability insurance.
- (b) Rule Making: Make, establish, promulgate, amend and repeal such Rules as the Board shall deem advisable.
- (c) Duty to Manage and Care for Roads: The Association shall manage, operate, care for, and maintain and repair all non-public, common easement and access roads within the Property which are identified on the recorded plat of the Property and which are necessary to provide access to the Lots within the Property. In the performance of this duty, the Association shall incur no expense of the current assets.

ARTICLE 8 - ASSESSMENTS

Section 8.1: Covenant to Pay Assessments: By acceptance of a deed to any lot in the Property each Owner of such lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

- (a) Assessment Constitutes Lien: Such Assessments and charges together with interest at a 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 lot against which each such Assessment or charge is made.

- (b) Assessment is Personal Obligation: Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he remains an Owner.

Section 8.2: Purpose of Assessments: The assessments levied by the Association shall be used for the improvement and maintenance of the aforesaid non-public, common easement roads located within the Property and reflected on the recorded plat of the Property, and for payment of such other expenses as are specifically set forth herein.

Section 8.3: Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- (a) Repairs and maintenance for non-public roads within the Property;
- (b) Expenses of the management of the Association and its activities;
- (c) Taxes and special assessments upon the Association's real and personal property;
- (d) Premiums for all insurance which the Association is required or permitted to maintain;
- (e) Common services to Owners as approved by the Board;
- (f) Wages for Association employees and payments to the Association contractors;
- (g) Legal and accounting fees for the Association;
- (h) Any deficit remaining from any previous assessment year; and,
- (i) The creation of reasonable contingency reserves for the future road Maintenance expenses and administration expenses.

Regular assessments shall be paid annually as provided in Section 9.6.

Section 8.4: Maximum Regular Assessments:

- (a) In 1996, the regular assessment was \$150 per year. Thereafter, the annual regular assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of seventy-five percent (75%) of those members in good standing present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice. Notice of such meeting shall set forth the purpose and shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.
- (b) The regular assessment applicable to any lot in Phase II or Phase III which does not utilize a private road or private easement for access shall be returned to the 1996 rate of \$75 effective January 1, 2000, provided further that such Phase II and Phase III lot is afforded legal access from an existing public road.

Section 8.5: Regular Assessment Procedure:

- (a) The Association's Board of Directors shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all owners by no later than December 1 of the current budget year (i.e. to take effect of January 1 of the next assessment year). Subject to the voting requirements for any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect of January 1 of the assessment year to which it applies.
- (b) The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments or regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments shall be applicable to all Lots.

Section 8.6: Rate of Assessments: Regular assessments shall be sufficient to meet the expected needs of the Association as set forth in these Covenants. Regular assessments shall be allocated equally and uniformly among all Lots so that each Owner is obligated to pay an equal regular assessment for each Lot owned, provided, however, that the Declarant may waive, at its sole discretion, any assessment to a Lot and its Owner if said Lot does not rely on its legal access from the non-public, common easement roads within the Property and shown on the recorded plat of the Property and provided further that such Lot is afforded legal access from existing public roads. The rates for regular assessment shall be determined by dividing the total projected expenses

of the Association for the upcoming assessment year by the number of Lots then subject to this Declaration. The resulting quotient shall be the amount paid with respect to each Lot.

Section 8.7: Special Assessments: In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such Expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied without the vote or written assent of a majority of the votes of the Members of the Association, in good standing which are present at a properly scheduled meeting of the members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the Association.

Section 8.8: Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against a member as a remedy to reimburse the Association for costs incurred in bringing the member and/or such member's Lot into compliance with the provisions of the Association Documents.

Section 8.9: Uniform Rate of Assessment: Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Lot for all members of the Association.

Section 8.10: Assessment Period: Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

Section 8.11: Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than ten (10) days from the date of the mailing of the notice by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys fees, costs and related expenses and to pay a reasonable late charge to be determined by the Board.

Section 8.12: Enforcement of Assessments: Each owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for 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 and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

(a) **Enforcement Suit:** By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(b) **Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. The Board or its duly authorized representative may file and record a Notice of Delinquent Assessment of behalf of the Association against the Lot of the defaulting Owner who has not cured the default, as provided in Section 9.12 above. The amount of the assessment, plus any costs of collection, expenses attorney's fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner;
3. The legal description of the Lot against which the claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorney's fees (with any proper offset allowed); and,
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner 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. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners and shall secure payment of all sums set forth in the Notice, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Lot. Each owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Idaho County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Lot.

ARTICLE 9 – EASEMENTS

Section 9.1: Easement for Access Roads: The Declarant has obtained conveyance to the Association easements of the right-of-ways for the non-County, common access roads which are depicted on the recorded plat of the Property, for the non-exclusive use by all Owners, members and their invitees. The easements which shall be of such width and dimensions as to satisfy the requirements of Idaho County for dedicated County roads.

Section 9.2: Association Rights:

- a) The Association shall perform road maintenance and other rights of obligations pursuant to this Declaration.
- b) Prior to any property owner developing his or her property, there must be a site plan presented to the Board for review of structure and private drive locations. The Board shall review these plans in light of the Association's roads, rights of way and drainage systems, and give prior approval before any construction is undertaken. It shall be a duty of the Board to articulate to the property owner any difficulties that the Board foresees with any such plans. If the Board disagrees with the property owner's plans, the Board shall make alternate recommendations or adjustments to the proposal. If the parties cannot agree after such discussion and potential adjustments, all remaining disputes shall be submitted to arbitration, as is described in Section 10.14 hereinafter.

Section 9.3: Declarant's Reservations:

(a) Declarant hereby creates and reserves to itself perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, in and across all access roads conveyed or to be conveyed pursuant to Section 9.1, or otherwise by deed or plat map, for use of all or part of such areas for lines for transmission of electric current or impulses or electronic signals, for heat and fuel lines, for water and waste water lines, for utility lines, for drainage and for other similar or dis-similar facilities and purposes, and for any one or more such purposes.

b) Declarant reserves a thirty-foot (30') easement along the outer or exterior boundary of the Property, as shown on any recorded plat of the Property. In addition, Declarant reserves a thirty-foot (30') utility easement along the front, side and rear Lot lines of all Lots depicted on the recorded plat of the Property.

(c) If any utility or quasi-utility company furnishing a service covered by the easements created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement.

ARTICLE 10 – GENERAL PROVISIONS

Section 10.1: Binding Effect: The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitude's for the protection and benefit of each parcel in the Community and of the owners thereof and for the benefit of the Community as a whole. Each grantee of a conveyance or purchaser under a contract of sale, by accepting a deed or contract of sale, accepts such subject to all of the covenants, conditions and restrictions set forth in this Declaration and specifically agrees to be bound by each and all of them.

Section 10.2: Term of Declaration: Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitude's contained in this Declaration shall be effective for twenty (20) years after the date upon which this Declaration was originally recorded, and thereafter, shall be automatically extended for successive periods of ten(10) years each unless terminated by agreement of the Owners as provided for herein below.

Section 10.4: Amendment of Declaration by Members: Except as otherwise provided in this Declaration, and subject to provisions elsewhere contained in this Declaration requiring the consent of Declarant or others, any provision, covenant, condition, restriction, or equitable servitude contained in this Declaration may be amended or repealed at any time and from time to time, upon approval of the amendment or repeal by at least seventy-five percent (75%) of those members in good standing

present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments.

Section 10.5: Priority of First Mortgage Over Assessments: Each lender who recorded its mortgage or deed of trust before assessments have become delinquent and who obtains title to the Lot encumbered by the first mortgage whether pursuant to remedies provided in the mortgage, by judicial foreclosure, or by deed or assignment in lieu of foreclosure, shall take title to the lot free and clear of any claims for unpaid assessment or charges against such Lot which accrued prior to the time such first mortgage acquires title.

Section 10.6: Remedies Cumulative: Each remedy provided under the Association documents is cumulative and not exclusive.

Section 10.7: Costs and Attorneys Fees: In any action or proceeding under the Association documents to the party which seeks to enforce the Association documents and prevails shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys fees and expert witness fees.

Section 10.8: Limitation of Liability: The Association, Board of Directors, and any member, agent or employee of any of the same shall not be liable to any person for any action or for any failure to act if the action or failure to act was in good faith and without malice, and shall be indemnified by the Association to the fullest extent permissible by the laws of Idaho, including without limitation, circumstances in which indemnification is otherwise discretionary under Idaho law, in accordance with and subject to the terms and limitations contained in the Bylaws.

Section 10.9: Governing Law: The Association documents shall be construed and governed under the laws of the State of Idaho.

Section 10.10: Severability: Invalidation of any one or more of the covenants, conditions and restrictions contained herein by judgment or otherwise shall in no way affect the validity of any of the other provisions, which shall remain full force and effect.

Section 10.11: Number and Gender: Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Section 10.12: Captions for Content: The titles, headings and captions used in the Association documents are intended solely for convenience of reference and are not intended to affect the meaning of any provisions of this Declaration.

Section 10.13: Mergers or Consolidations: The Association may merge with another incorporated association to the extent permitted by law. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated

association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer and enforce the covenants, conditions and restrictions established by this Declaration governing the Property together with the covenants and conditions established upon any other property, as one plan.

Section 10.14: Conflicts in Documents: All property owners and the Board of Directors agree that in the event of disputes that cannot otherwise be resolved to submit the same to binding arbitration with one arbitrator either picked by a joint agreement of the parties or by one arbitrator being picked by the Sitting Magistrate for Idaho County, Idaho, upon a proper application thereof. The rules of the Idaho Arbitration Act shall be applicable to such arbitration unless in conflict herewith. All costs of arbitration shall be shared equally by the parties.

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

**TWIN RIVER RANCH
PROPERTYOWNERS ASSOCIATION**

By: *A. D. Bolden*
Treasurer

STATE OF IDAHO)
(ss.
County of Idaho. (

On this 3rd day of September, 2003, before me, Judy K. Elliot
A Notary Public in and for said State, personally appeared A. D. Bolden, known
Authorized agent for Twin River Ranch Property Owners' Association, Inc, known or
identified to me to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same for and on behalf of said corporation.

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



Judy K. Elliot
NOTARY PUBLIC FOR Idaho County
Residing at: Granger, Idaho
My Commission Expires 3-26-04

457262

Instrument # 457262

IDAHO COUNTY, IDAHO,

2007-09-17

03:45:52 No. of Pages: 3

Recorded for: DAN WHITE

ROSE E. GERRING

Ex-Officio Recorder Deputy

Fee: 9.00

**AMENDMENT TO
PROTECTIVE COVENANTS AND BYLAWS
Twin River Ranch Subdivision and Twin River Ranch Owners' Association, Inc.**

On the 15th day of June, 2007, the following amendments to the Protective Covenants of Twin River Ranch, a subdivision of Idaho County, Idaho, and amendments to the Bylaws of the Twin River Owners' Association, Inc., an Idaho nonprofit corporation, were duly adopted by the Owners and Membership:

1. Article 7, § 7.2(d) of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Twin River Ranch "Amended", dated June 13, 2003, is hereby amended and shall henceforth provide as follows:

(d) Association Rules: The power to adopt, amend and repeal, by majority vote of the Board such rules and regulations as the Association deems reasonable, subject to all provisions, limitations and procedures pertaining to rule making set forth herein. All Association Rules shall be of general application, apply to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. In the event of any conflict between such Association Rules and any provisions of the Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superceded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. In addition, the following shall be applicable to all Association Rules and rule making by the Board of Directors:

1. Rules Binding - Notice - Copies: A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be served upon each Owner. Service shall be made by a) personal delivery, or b) 1st Class U.S. Mail addressed to the Owner at the address of the Owner appearing in the records of the Association. Service by mail shall be effective upon deposit in the U.S. Mail, postage prepaid. A copy of all rules adopted shall also be kept by the Secretary of the Association and shall be available for inspection by any Member during normal business hours. Rules properly adopted and served pursuant to this § 7.2 shall be enforceable and binding on all Owners, and their heirs and assigns in the same manner as provisions of this Declaration.
2. Rules Under Articles 3, 4 and 5 of this Declaration: Unless an emergency exists as set forth in Article 7, § 7.2(e) of this Declaration, prior to adopting any rule related to any matter set forth in or governed by Articles 3, 4 or 5 of this Declaration, or otherwise purporting to prohibit, limit or otherwise regulate any activity on, interest in or use of any Lot(s), the Board shall provide written notice of its intent to make the rule to each Owner. The written notice shall set forth the proposed rule and a short, plain statement of the purpose of the rule. The notice shall be served on each Owner

in the manner indicated in Article 7, § 7.2(d)(1), at least thirty (30) days prior to the meeting of the Board where the rule will be considered for adoption. Any Owner desiring to comment on the proposed rule may do so by written comment or by attendance at any meeting of the Board where the proposed rule will be discussed or considered for adoption. The provisions of this subsection § 7.2(d)(2) shall apply to any rules proposed after June 15, 2007.

3. **Members May Repeal Rules:** Notwithstanding any other provision of this Declaration, or the Articles of Incorporation or Bylaws of the Association, any rule adopted by the Association related to any matter set forth in or governed by Articles 3, 4 or 5 of this Declaration, or otherwise purporting to prohibit, limit or otherwise regulate any activity on, interest in or use of any Lot(s), may be repealed by affirmative vote or written consent of at least two-thirds (2/3) of the Members in good standing who are present or represented by proxy at a properly scheduled meeting of the Members.
4. **No Authority to Amend Declaration, Articles of Incorporation or Bylaws by Rule:** Notwithstanding any other provision of this Declaration, or the Articles of Incorporation or Bylaws of the Association, nothing herein is intended to authorize the Association or Board to amend this Declaration or the Articles or Bylaws by rule making or any other manner without compliance with the procedures for amendment of those instruments as provided therein.

II. Article 7, § 7.3(b) of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Twin River Ranch "Amended", dated June 13, 2003, is hereby amended and shall henceforth provide as follows:

- (b) **Rule Making:** Subject to the provisions, limitations, notice and procedures set forth in Article 7, § 7.2 of this Declaration, make, establish, promulgate, amend and repeal such Rules as the Board shall deem advisable.

III. Article VII, Section 2 of the Bylaws of the Twin River Ranch Property Owner's Association, Inc. (hereafter the "Bylaws"), dated June 13, 2003, is hereby repealed, and is replaced in its entirety and shall henceforth provide as follows:

Section 2: Corporation Rules: The Board of Directors shall have the power to adopt, amend, and repeal such rules as it deems reasonable, subject to all provisions, limitations, notice and procedures pertaining to rule making set forth in Article 7, § 7.2 of the Declaration.

[END OF AMENDMENTS]

AMENDMENT TO PROTECTIVE COVENANTS
Twin River Ranch Subdivision and
Twin River Ranch Property Owners' Association, Inc.

On the 18th day of June, 2021, the following amendment to the Protective Covenants of Twin River Ranch, a subdivision of Idaho County, Idaho, was duly adopted by the Owners and Membership:

Article 7, Section 7.3, Duties of the Association, Declaration of Protective Covenants, Conditions, Restrictions and Easements for Twin River Ranch "Amended", dated June 13, 2003, is hereby amended to include Subsection (d):

Approval for Certain Expenditures out of the Association's Reserve Account: Non-emergency proposed expenditures in excess of \$5,000.00 to be made from the Association's Reserve Account will require pre-approval by at least seventy five percent (75%) of those members in good standing present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such issue.

Emergency expenditures include, but are not limited to:

Unplanned road repairs, outside of regularly budgeted maintenance,

Unplanned road and easement repairs due to slides or water damage,

Unplanned equipment repairs or maintenance, outside of regularly budgeted maintenance,

Legal defense of the Association's CC&Rs.

Emergency road repairs are defined as any event which occurs that prohibits passage of a property owner to or from their property.

Dated this 26 day of July, 2021.

TWIN RIVER RANCH PROPERTY OWNERS' ASSOCIATION

By: Pat Hurt
Pat Hurt, President

Attest:

By: Susan Schubert
Susan Schubert, Secretary

Instrument # 531378

IDAHO COUNTY, IDAHO,

7-26-2021 10:30:07 AM No. of Pages: 1

Recorded for: TWIN RIVER RANCH

KATHY M. ACKERMAN

Ex-Officio Recorder Deputy Fee: 10.00

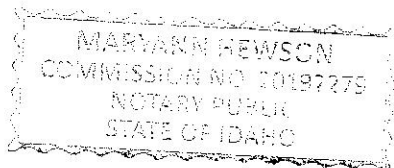
STATE OF IDAHO)

:SS

County of Idaho

On this 26 day of July, 2021, before me personally appeared Patrick James Hurt to me known or identified to me to be the President of Twin River Ranch Property Owners' Association, the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



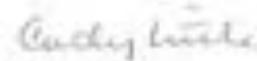
Maryann Hewson
Notary Public, in and for the State of Idaho,
Residing at Grangeville

My Commission Expires: 11/01/2025

TWIN RIVER RANCH
PROPERTY OWNERS ASSOCIATION
P. O. Box 110
White Bird, Idaho 83554

Be it so noted:

The annual assessment for properties that originally paid \$150.00 per year was raised for fiscal year 1999 and thereafter to \$180.00 per year. Those properties with assessments of \$75.00 per year had no increase.


Cathy Little
Secretary

TWIN RIVER RANCH PROPERTY OWNERS ASSOCIATION
PO BOX 130
WHITE BIRD ID 83554

Be it so noted:

The annual assessment for properties that do not have County road access that originally paid \$150 per year and was raised to \$180 per year in 1999, was raised to \$200 for the year 2019 and thereafter. The increase in assessment was approved unanimously by the Board of Directors at the March 17, 2018, meeting. Those properties with County road access with assessments of \$75 per year had no increase.

Susan Schubert, Secretary

**TWIN RIVER RANCH
PROPERTY OWNERS' ASSOCIATION
P.O. BOX 130
WHITE BIRD, ID 83554**

June 18, 2021

Be it so noted:

The annual assessment for properties will be raised by 20 percent. The new assessment will go into effect for fiscal year 2022 and thereafter. Properties currently paying \$200 will pay \$240, and properties currently paying \$75 will pay \$90.

Susan Schubert

Board Secretary