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And
When Recorded Mail To:

James P. Speck, Esq.
Speck & Aanestad
A Professional Corporation
P.O. Box 987
Ketchum, ID 83340

Instrument # 515676

HAILEY, BLAINE, IDAHO
2005-01-28 10:43:00 No. of Pages: 14
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MARSHA RIEMANN Fee: 42.00
Ex-Officio Recorder Deputy *mp*
Index to: COVENANTS & RESTRICTIONS

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Declaration of Covenants, Conditions and Restrictions
of
Board's Lower Ranch Subdivision

THIS DECLARATION, made on the date hereunder set forth by Sunset Mill, Inc., hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS Declarant is the owner of certain real property located in Blaine County, Idaho, which is more particularly described as:

Lots 1 through 23, inclusive, Block 1, Lots 24A and 24B, Block 1, Lots 25 through 32, inclusive, Block 1, Lots 33A and 33B, Block 1, Lots 34 through 42, inclusive, Block 1, Lots 43 through 49, inclusive, Block 2, Lots 52 through 74, inclusive, Block 2, Lots 75A and 75B, Block 2, Lots 76 through 84, inclusive, Block 2, Parcel B, Block 1, and Parcels A, C and D, Block 2, Board's Lower Ranch Subdivision, according to the official plat thereto, recorded December 1, 1989, as Instrument No. 313523, records of Blaine County, Idaho; and

Lots 50A and 51A of Board's Lower Ranch, Block 2, Lots 50A and 50B, according to the official plat thereto, recorded June 3, 1998, as Instrument No. 414951, records of Blaine County, Idaho

THIS INSTRUMENT FILED FOR RECORDING BY SUN VALLEY TITLE COMPANY AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Board's Lower Ranch Owners Association, Inc., its successors and assigns, specifically excepted in this declaration.

Section 2. "Owner" shall throughout this Declaration mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot as defined below, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation/

Section 3. "Property" shall mean and refer to all of the real property subject to this Declaration, including, but not limited to, all Lots within the Subdivision, all private roads and streets and any private or public easements and any and all improvements to the foregoing.

Section 4. "Lot" shall mean and refer to (a) any of the Lots shown on the final plat of the Subdivision recorded in the records of Blaine County, Idaho, except Lots 24B and 33B which are designated as unbuildable on the plat, (b) Lot 33A until it is re-subdivided; (c) Parcel A until it is re-subdivided, and (d) any lot shown on a plat for the re-subdivision of either Lot 33A or Parcel A when it is recorded in the records of Blaine County, Idaho.

Section 5. "Declarant" shall mean and refer to Sunset Mill, Inc., its successor and assigns.

Section 6. "Subdivision" shall mean Board's Lower Ranch Subdivision, Blaine County, Idaho.

Section 7. "Improvement" shall mean all things constructed upon, above, or below the Property and appurtenances thereto of every type and kind, including but not limited to buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning, irrigation devices, antennae, sport courts, satellite dishes, and water softener fixtures or equipment, whether temporary or permanent, fixed or removable. Improvement shall also mean any excavation or fill for any purpose and any diversion dam, ditch, fill, or other device which affects or alters the natural or existing flow of water.

Section 8. "Board" shall mean the Board of Directors of the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have the right and easement of use in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to suspend the voting rights and right to use Common Area by an Owner for any period which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of use of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC.

Section 1. ORGANIZATION. The Association is a non-profit corporation organized and operating under the laws of the State of Idaho and charge with the duties and vested with the powers described in its Articles of Incorporation and this Declaration.

Section 2. MEMBERSHIP. Each Owner (including Declarant) of a Lot, by virtue of being such an Owner and for so long as he is such an Owner, shall be deemed a member of the Association. The Association membership shall be appurtenant to said Lot and shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new owner thereof.

Section 3. VOTING. The voting members of the Association shall be all Owners, including the Declarant. Each member shall be entitled to one (1) vote for each Lot owned. 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 an irrevocable proxy, or deed of trust, and any sale, transfer or conveyance of such Lot to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to the lessee or beneficiary as provided herein.

Section 4. JOINT OWNER DISPUTES. The vote for each Lot shall, if at all, be cast as a unit and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot it will thereafter be conclusively presumed for all purposes that they were acting with the authority and consent of all other owners of the same Lot.

Section 5. DUTIES OF THE ASSOCIATION. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners of each Lot.

- (a) **Roadway Maintenance.** To repair, maintain and provide snow removal service for the roads and easements described in Article VIII, below.
- (b) **Assessments.** To levy assessments on the owners of Lots and to enforce payment of such assessments in accordance with provision of Article IV hereof.
- (c) **Insurance.** To obtain and maintain in force a broad form of public liability policy covering all damage or injury in an amount of not less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for each occurrence, insuring against liability for bodily injury, death and property damage arising from the use of the roads and easements described in Article VIII, below.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) Annual assessments or charges,; and
- (2) Road assessments.

Such assessments to be established and collected as hereinafter provided.

Any Assessment which remains unpaid for thirty (30) days or more after its due date, plus interest on such assessment at the rate of ten percent (10%) per annum from the due date, shall become a lien upon the Owner's Lot upon recordation of a Notice of Assessment stating the amount of the claim of delinquency, the interest and costs, including reasonable attorneys fees, incurred by the Association in the preparation and recordation of such Notice of Assessment, the legal description of the Lot and the name of the Owner. Such Notice of Assessment shall be signed and acknowledged by an officer of the Association. Upon recordation, it shall create a lien upon the Lot in the amount set forth, together with any further accruing assessments or charges. Such assessment liens shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied, a further notice releasing the lien shall be recorded. Such lien may be

foreclosed in the same manner as provided in the laws of the State of Idaho for the foreclosure of liens on real property or deeds of trust.

Section 2. Purpose Of Assessments. The assessments levied by the members of the Association shall be used to promote the health, safety, and welfare of the residents in the Subdivision, and for the improvement and maintenance of the roads and easements described in Article VIII, below, and for the overall enhancement of the Subdivision and the individual Lots.

Section 3. Maximum Annual Assessment. The annual assessment shall be used to cover the Association's costs of purchasing liability insurance for the roads and easements described in Article VIII, below, and maintaining the fisherman's easements designated on the Subdivision plat. Until August 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum amount of the annual assessment shall be One Hundred Dollars (\$100.00) per Lot, billed in one annual installment. From and after August 1 of the year immediately following conveyance of the first Lot to any Owner, the maximum annual assessment may be increased by the members each year not more than ten percent (10%) above the maximum assessment for the previous year, except upon a vote of more than fifty percent (50%) of the members attending a meeting duly called for this purpose.

Section 4. Road Assessments. In addition to the annual assessment authorized above, the Association shall levy road assessments to cover the costs of the maintenance and repair of, and snow removal service for, the roads within the Subdivision. The amounts and due dates of the road assessment shall be determined separately for each road in the Subdivision by the Owners of the Lots designated below, and then, unless otherwise agreed by all such designated Owners, levied against such Owners in equal shares.

ROAD	RESPONSIBLE LOT(S)
Log Chain Lane	Lots 1 and 2
Sawdust Lane	Lots 82 and 83 and, if this road is used for access by Lot 81 and/or Parcel A, then such additional Lot and/or Parcel
Oxbow Lane	Lot 84 and, if this road is used for access by Parcel A, then such additional Parcel
Carriage Lane	Lots 7, 10 and 17 and, if this road is used for access by Lots 8 and/or 9, then such additional Lot or Lots; however, neither of Lots 8 or 9 shall be required to pay any of the costs of maintenance, repair or replacement of the bridge which is part of this road
Loggers Lane	Lots 14, 15, 16 and 18 and, if this road is used for access by Lot 19, then such additional Lot
Rough Cut Lane	Lots 20 and 21 and, if this road is used for access by Lots 19 and/or 25, then such additional Lot or Lots
Board Loop and Boiler Lane	Lots 53, 57, 58, 59, 60, 63, 64, 65, 69, 70, 72, 73, 74, 75A, 75B, 76 and 77 and, if these roads are used for access by Lots

ROAD	RESPONSIBLE LOT(S)
	52, 54, 55, 71, 78 and/or Parcel A, then such additional Lot or Lots and/or Parcel
Double Tree Lane and Single Tree Lane	Lots 22, 24A, 25 and 29 and, if these roads are used for access by Lots 23, 24B, 26, 27 and/or 28, then such additional Lot or Lots
Shingle Lane	Lot 50
Cross Cut Lane	Lot 33A and, if this road is used for access by Lot 34 or for access during the winter months by Lot 33B, then such additional Lot or Lots; however, Lot 34 shall not be required to pay any of the costs of maintenance, repair or replacement of the bridge which is part of this road
Whipsaw Lane	Lots 35, 37, 38 and 39 and, if this road is used for access by Lots 34, 36 and/or 42, then such additional Lot or Lots

Section 5. Notice And Quorum For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article IV shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of at least twenty (20) Members, in person or by proxy, shall constitute a quorum.

Section 6. Uniform Rate Of Assessment. The annual assessment must be fixed at a uniform rate for all Lots and will be collected on an annual basis.

Section 7. Date Of Commencement Of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the recording of this Declaration in the records of Blaine County, Idaho. The first annual installment shall be adjusted according to the number of months remaining in the calendar year. The members shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessment shall be paid by each member on such dates and in such installments as the members may determine. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect Of Nonpayment Of Assessments; Remedies Of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien upon the Owner's Lot in the manner described in Section 1, above. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9. Subordination Of The Lien To Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or deed of trust proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Furthermore, the purchaser at any such foreclosure sale shall not become personally liable for any assessment accruing prior to such sale. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

DESIGN REVIEW COMMITTEE

Section 1. Design Review Committee. The Design Review Committee (the "DRC") shall be composed of three (3) persons appointed by the board of directors of the Association. At least two (2) members must be Owners. The following persons are designated as the initial DRC members: John Campbell, Steven R. Brown and Matthew Luck. Each DRC member shall hold office until such time as he has resigned or has been removed or his successor has been elected, at the annual meeting of the Board. Members of the DRC may be removed by the Board at any time without cause. In the event of death or resignation of any member of the DRC, the Board shall designate a successor.

Section 2. Approval By Design Committee. No changes in the existing state of any Lot shall be made or permitted without the prior written approval of the DRC. For purpose of this paragraph, "changes in the existing state" of any Lot include, but are not limited to, construction of dwellings, improvements, (including utilities), the excavation, filling, or similar disturbance of the surface of the land, (including without limitation, change of grade, stream bed, ground level, or drainage pattern). The DRC shall approve the proposed change in the existing state of the Lot if it finds it complies with the provisions of this Declaration and the external design, landscaping and location is in harmony with surrounding structures and topography. The DRC may issue guidelines setting forth procedures for the submission of plans for approval, requiring a fee to accompany each application for approval or additional factors which it will take into consideration in reviewing submissions and additional standards for approval. The DRC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the DRC of any required plans and specifications, the DRC may postpone review of any plan submitted for approval. Any Owner desiring DRC approval of any Improvement or other change in the existing state of any Lot shall make application in writing together with two (2) sets of all plans required by the DRC for review. All approvals or disapprovals shall be in writing and sent to the Owner. In the event the DRC fails to take any action within thirty (30) days after the required plans and specifications have been submitted to it, the proposed Improvement or change in the

existing state of the Lot shall be deemed to have been approved and this Article will be deemed to have been fully complied with.

Section 3. Meetings of the DRC. The DRC shall meet from time to time as necessary to perform its duties hereunder. It may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on its behalf, except the granting of variances. In the absence of such designation, the vote of any two (2) Members of the DRC, or the written consent of any two (2) members of the DRC taken without a meeting, shall constitute an act of the DRC.

Section 4. Compensation of Members. The Members of the DRC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by the Board.

Section 5. No Waiver Of Future Approvals. The approval by the DRC of any proposal or plans and specifications for any work done, proposed or in connection with any other matter requiring the approval or consent as to any similar proposals, plans and specifications subsequently or additionally submitted for approval or consent.

Section 6. Variance. The DRC, by unanimous vote only, may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, set backs or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed all members of the DRC, and shall become effective upon recordation in the Office of the County Recorder of Blaine County. If such variances are granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances the Lot set-back lines or requirements imposed by any governmental or municipal authority.

Section 7. Non-Liability of Design Committee. Neither the DRC nor any member thereof shall be liable to the Association, or to any Owner for any loss, damage, or injury arising out of or in any way connected with the performance of the DRC's duties hereunder, unless due to the willful misconduct or bad faith of such member. The DRC shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or

conformance with building or other codes or any warranty that the Improvement is fit for any particular purpose of habitation.

Section 8. Final Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

a. Upon the completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the DRC.

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

c. If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the DRC shall notify the Board in writing of such failure. Upon notice and hearing, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may in addition to its other legal remedies, either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board may enforce the collection of such expenses through the assessment lien procedures in this Declaration.

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

ARTICLE VI

ENFORCEMENT

Section 1. Right Of Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Violation Of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot is

hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth above.

ARTICLE VII

SPECIFIC RESTRICTIONS

Section 1. Residential Use. Each Lot shall only be used for such single-family residential and accessory uses which are allowed by applicable zoning ordinances.

Section 2. Maintenance. Each Lot and all improvements thereon shall be maintained by the Owner thereof in good condition and repair.

Section 3. Trees. No tree over eight (8) inches in diameter or over forty (40) feet in height can be removed without prior approval by the Design Committee. Any such removed tree shall be replaced by a suitable tree of any type other than cottonwood.

Section 4. Signs. No sign shall be permitted except residential identification signs of not more than two (2) feet square in area, nor a maximum height in excess of four (4) feet and with a further exception that the Declarant may erect a subdivision advertising sign in conformance with the Blaine County Zoning Ordinance.

Section 5. House Trailers and Mobile Homes. No house trailer, mobile home, permanent tent, or temporary structure shall be permitted in the subdivision unless already existing.

Section 6. Exterior Colors and Finishes. Colors of all exterior building surfaces shall be of natural tones which harmonize with the existing landscape. A limited use of strong accent color will be allowed as approved by the Design Committee. No reflective finishes shall be used with the exception of hardware and detail items.

Section 7. Roofs. Tar and gravel shall not be used as a finished roofing material, except on flat roofed structures where the surface is not visible from any road or adjoining structure.

Section 8. Fences. All fences, screens and similar exterior structures shall be constructed of wood, except for hardware, fasteners and footings, and shall require Design Committee approval. Pasture fences shall be the same design throughout as approved by the Design Committee.

Section 9. Exterior Lighting. The light source of any exterior lighting fixture shall not be visible from and other Lot, and all reasonable effort shall be made to minimize the harshness or glare of any lighting. No street lights are allowed. Exterior lights shall be down lights only. No lights outside building envelopes are allowed.

Section 10. Antennas. Antennas, satellite dishes, and similar devices shall be installed (1) so as not to be visible from roads or adjoining Lots, or (2) if visible from roads or adjoining Lots, only by specific approval of the Design Committee as to the location and type.

Section 11. Utilities. All power, gas, telephone and other services lines shall be located underground. All meters and service access devices shall be located in accordance with section 10 above.

ARTICLE VIII

ROADS AND EASEMENTS

Section 1. Transfer To Association. The Declarant owns Parcel D and all of the road and driveway easements and accesses to the fisherman's easement depicted on the plat for the Subdivision (the "roads and easements"). The Declarant shall transfer title and ownership of the roads and easements to the Association prior to the first conveyance of any Lot to an Owner.

ARTICLE IX

SEWAGE DISPOSAL

Section 1. Septic Tank. Septic tanks and leeching fields shall be installed and maintained on each Lot by the Owner in accordance with the requirements of the Idaho State Health and Environmental Services.

Section 2. Central Sewer System. In the event (1) a governmental authority shall require the installation of a central system within the Subdivision or (2) a water and sewer district is formed, the Owners of Lots within the Subdivision shall each pay their proportionate share of the cost and expense of installing the sewer system, plus any additional lawful levies, assessments or charges. This proportionate share will be computed by the total number of Lots served by the sewer system or section of such sewer system (whether within or outside of the Subdivision) and dividing the total cost of the system by the total number of Lots so served. All buildings must be connected to the sewer system, if any, as soon as constructed and thereafter further use of septic tanks or other sanitary disposal systems shall be prohibited. Owners of Lots shall pay the establishment monthly charge for the use of the sewage system.

ARTICLE X

AMENDMENT

The provisions of this Declaration may only be amended by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying that such amendment has been approved by the vote or written consent of the

Owners of more than fifty percent (50%) of the Lots, which amendment shall become effective upon recordation in the office of the County Recorder, Blaine County, Idaho.

ARTICLE XI

TERM

The covenants and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date of recordation hereof and, unless terminated as provided below, thereafter for successive periods of ten (10) years each. At any time after thirty (30) years for the date of recordation, this Declaration may be terminated by unanimous vote of all the Owners of all of the Lots, and written consent of the Board of County Commissioners for Blaine County, Idaho, or such other governing body as may then have jurisdiction over the property.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Interpretation. The provision of this Declaration shall be liberally construed to effectuate their purpose and shall be construed and governed under the laws of the State of Idaho.

Section 2. Restrictions Severable. Each of the provisions of the Declaration shall be deemed independent and severable, the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

Section 3. Gender. As used in this Declaration, in reference to the parties hereto, the singular shall include the plural and the masculine shall also refer to the feminine or neuter where applicable.

Section 4. Caption. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

DATED: January 25 2005

SUNSET MILL, INC.

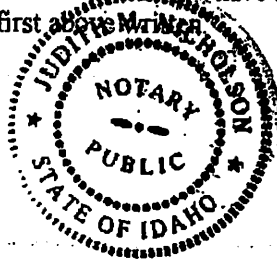
BY J. Campbell J. Campbell
John Campbell, President

BY Steven R. Brown
Steven R. Brown, Secretary

STATE OF IDAHO)
)
) ss.
County of Blaine)

On this 25th day of January, 2005 January, 2005, before me, the undersigned notary public in and for said state, personally appeared John Campbell, known or identified to me to be the president of Sunset Mill, Inc., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.

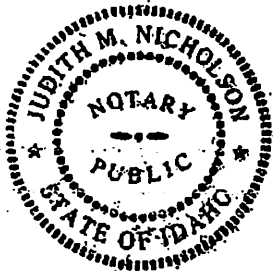


Judith M. Nicholson
Notary Public for Idaho
Residing at: Hailey
Commission expires: 8/10/2005

STATE OF IDAHO)
)
) ss.
County of Blaine)

On this 25th day of January, 2005 January, 2005, before me, the undersigned notary public in and for said state, personally appeared Steven R. Brown, known or identified to me to be the secretary of Sunset Mill, Inc., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



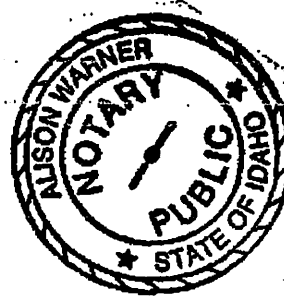
Judith M. Nicholson
Notary Public for Idaho
Residing at: Hailey
Commission expires: 8/10/2005

State of: Idaho
County of: Blaine

On this 28th day of JANUARY in the year 2005, before me, a Notary Public personally appeared John Campbell and Steven R. Brown, known or identified to me to be the President and Secretary, respectively, of the corporation that executed the within instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Notary Public
Residing at: Ketchum ID
Comm expires: 9/18/06



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340**

Instrument # 516544
HAILEY, BLAINE, IDAHO
2005-02-18 03:06:00 No. of Pages: 5
Recorded for: IDAHO TOWER COMPANY
MARSHA RIEMANN Fee: 15.00
Ex-Officio Recorder Deputy *mp*
Index to: AMENDED COVENANTS & RESTRICTIONS

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BOARD'S LOWER RANCH SUBDIVISION**

This First Amendment to Declaration (the "Amendment") is made as of the date set forth below as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Board's Lower Ranch Subdivision was recorded January 28, 2005 as Instrument No. 515676 in the records of Blaine County, Idaho (the "Declaration").
2. The provisions of Article IV, Section 4 of the Declaration that apply to Shingle Lane are hereby amended to incorporate the relevant terms and conditions of that certain Agreement, dated September 16, 1997, among Barbara A. Perkins, Bruce Paragary and Sunset Mill, Inc. (then known as Board's Mill & Sunset Ranches, Inc.), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Shingle Lane Agreement"). Furthermore, to the extent there is any conflict between the Declaration and the Shingle Lane Agreement, the provisions of the Shingle Lane Agreement shall prevail.
3. All other provisions of the Declaration shall remain the same and in full force and effect.
4. The undersigned, as president and secretary of Board's Lower Ranch Owners Association, Inc., hereby certify that Sunset Mill, Inc. is the owner of more than 50% of the Lots in the Subdivision and, as indicated below, has consented to this Amendment, as required by Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below.

**BOARD'S LOWER RANCH OWNERS
ASSOCIATION, INC.**

Date: 2/15/05

By: *J. Campbell*
John Campbell, President

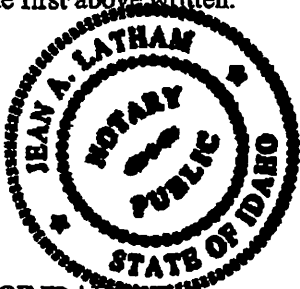
Date: 2/15/05

By: Kelly Kipling
Kelly Kipling, Secretary

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of February, 2005, before me, the undersigned notary public in and for said state, personally appeared John Campbell, known or identified to me to be the president of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.

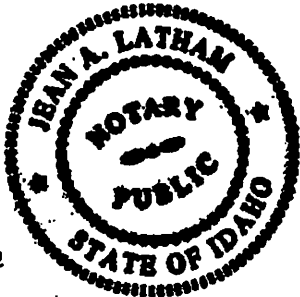


Jean A. Latham
Notary Public for Idaho
Residing at: Blaine Co.
Commission expires: 1-25-07

STATE OF IDAHO)
) ss.
County of Blaine)

On this 15th day of February, 2005, before me, the undersigned notary public in and for said state, personally appeared Kelly Kipling, known or identified to me to be the secretary of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



Jean A. Latham
Notary Public for Idaho
Residing at: Blaine Co.
Commission expires: 1-25-07

AGREEMENT

THIS AGREEMENT made and entered into the 16 day of September, 1997, between **BARBARA A. PERKINS**, hereinafter referred to as "Perkins", **BRUCE PARAGARY**, hereinafter referred to as "Paragary", and **BOARD'S MILL & SUNSET RANCHES, INC.**, an Idaho corporation, hereinafter referred to as "Ranch",

WITNESSETH:

WHEREAS, Paragary and Perkins lease certain real property from Ranch located in Blaine County, Idaho, know as Lots 51 and 50 respectively, of the Lower Board ranch Subdivision.

WHEREAS, certain disputes have arisen between Paragary and Perkins concerning the use of the property, encroachments snow removal, access, and other related matters.

WHEREAS, Perkins, as lessee of Lot 50, is entitle to access across Lot 51 from Warm Springs Road, as shown on the plat of subdivision for the Lower Board Ranch.

WHEREAS, Ranch, as lessor, must be a party to any resolution of these disputes that may change the boundary of either lot, or modifies the access easement

WHEREAS, the parties have reached an agreement to settle the disputes

NOW THEREFORE, the parties hereto do mutually agree as follows.

1. The parties will cooperate to gain an approval of a "lot line adjustment" by Blaine County. The lot line between Lots 50 and 51 will be adjusted by moving said lot line to the southeast by fifteen (15) feet. The legal descriptions for Lots 50 and 51 will be modified as shown on the application for the lot line adjustment. The existing twenty (20) foot access easement granted pursuant to the Boundary Agreement and Grant of Easement recorded as Instrument No. 307630, records of Blaine County, shall be extended across the above described fifteen (15) foot strip.
2. In the event Blaine County does not approve the lot line adjustment, the parties will cooperate to complete a landscape and backyard easement ("Easement") for the benefit of Lot 51 on that portion of Lot 50 that would have otherwise, but for the disapproval of the lot line adjustment, been included in Lot 51. The Easement agreement will restrict the usage of the easement for passive landscaping, and other reasonable "backyard" uses. However, the Easement will not permit the erection of any structure, either permanent or temporary, not presently existing.
3. Paragary will remove that portion of the fence and gate located at the entrance driveway to Lot 51 which is within the access easement shown on the Lower Board

Ranch subdivision plat. In addition, Paragary will immediately remove any landscaping within the access easement at the written request of Perkins.

4. Perkins shall be permitted to grade and improve the access easement so as to allow reasonable access to Lot 50. No grading or improvements shall be done in a way that restricts Paragary's access to the existing garage. Prior to any work being done within the access easement by either party, seven (7) days prior written notice shall be given to the other party.
5. Ranch shall pay Perkins the sum of three thousand dollars (\$3,000) upon the earlier to occur of (1) execution of the Easement, (2) completion of the lot line adjustment, as compensation for the reduction in the size of Lot 50, or (3) October 15, 1997.
6. Paragary and Perkins agree that the removal of snow from the access easement shall be accomplished in a cooperative manner. So long as both parties use the access easement for vehicular access, they hereby agree to share any third party expense of snow removal equally. The decision upon how the snow removal is to be accomplished is to be established annually between Paragary and Perkins. In the event that they are unable to agree, the matter shall be submitted to Ranch for final determination. Paragary and Perkins will each submit a snow removal plan to Ranch, and Ranch shall select one of the plans submitted. The plan so selected by Ranch shall be binding upon both parties.
7. In the event that the access easement is not used by Lot 51, then the snow removal and maintenance of the access easement shall be entirely the responsibility of Perkins.
8. Paragary agrees not to impede the access from Warm Springs Road to Lot 50 by shoveling snow, placing dirt, debris or any other obstruction onto or within that portion of the access easement that is routinely used as a driveway for Lot 50.
9. Perkins agrees not to construct any buildings or permanent structures within ten feet (10') of the adjusted common property line with Lot 51, or in the event the property line is not adjusted, within ten feet (10') of the Easement line.
10. Concurrent with the execution of this Agreement, Paragary and Ranch will enter into an amendment to the Lease for Lot 51. Said amendment will provide the following. (a) Paragary shall pay five hundred dollars (\$500) to Ranch as additional rental for the years 1998 through 2003. Said amount shall be paid in addition to the regular rental due pursuant to the lease. (b) Paragary will pay all real estate taxes and assessments levied by the taxing authorities beginning with the tax payment due in December 1997.
11. Ranch will pay fifty percent (50%) of the third-party cost of the lot line shift, or the preparation of the easement agreement, and Paragary and Perkins will each pay twenty-five percent (25%) of the cost.

- 12. This Agreement constitutes a full and complete settlement of the differences between the Paragary and Perkins and the disputes arising out of those differences.
- 13. Upon the execution of this Agreement, Paragary agrees to instruct his attorney to immediately dismiss any and all pending litigation against Perkins.
- 14. Upon the execution of this Agreement, Perkins agrees to instruct her attorney to immediately dismiss any and all pending litigation against Paragary.
- 15. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. The parties agree that the leases for Lot 50 and 51 shall be modified to incorporate the appropriate provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year indicated below

Barbara A. Perkins
Barbara A. Perkins

date SEPT. 16, 1997

Bruce Paragary
Bruce Paragary

date SEPT 16, 1997

Linna Board
Board's Mill & Sunser Ranches, Inc.

date Sept 16, 1997

By Linna Board

Its Vice President

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340**

Instrument # 517419

HAILEY, BLAINE, IDAHO
2005-03-14 04:03:00 No. of Pages: 2
Recorded for : SUN VALLEY TITLE
MARSHA RIEMANN Fee: 6.00
Ex-Officio Recorder Deputy *mp*
Index to: AMENDED COVENANTS & RESTRICTIONS

(space above line for Recorder's Use)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BOARD'S LOWER RANCH SUBDIVISION**

This Second Amendment to Declaration (the "Amendment") is made as of the date set forth below as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Board's Lower Ranch Subdivision and amendment thereto were recorded January 28, 2005 as Instrument No. 515676 and February 18, 2005 as Instrument No. 516544 in the records of Blaine County, Idaho (collectively the "Declaration").

2. All references to Lots 23, 78 and 84 and Parcel A of BOARDS LOWER RANCH according to the official plat thereof on file in the Office of the County Recorder, recorded December 1, 1989 as Instrument No. 313523, records of Blaine County, Idaho shall be deleted and such property shall not be subject to any of the covenants, conditions or restrictions of the Declaration.

3. All other provisions of the Declaration shall remain the same and in full force and effect.

4. The undersigned, as president and secretary of Board's Lower Ranch Owners Association, Inc., hereby certify that Sunset Mill, Inc. is the owner of more than 50% of the Lots in the Subdivision and, as indicated below, has consented to this Amendment, as required by Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below.

BOARD'S LOWER RANCH OWNERS
ASSOCIATION, INC.

Date: 3/11/05

By: *J. Campbell*
John Campbell, President

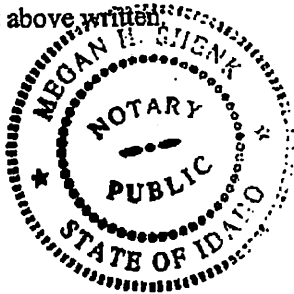
Date: 3/11/05

By: Kelly Kipling
Kelly Kipling, Secretary

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of March, 2005, before me, the undersigned notary public in and for said state, personally appeared John Campbell, known or identified to me to be the president of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.

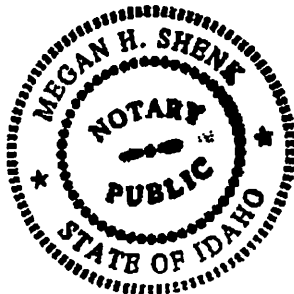


Megan H. Shenk
Notary Public for Ketchum, Idaho-Sun Valley Title
Residing at: Ketchum, Idaho
Commission expires: 3/20/2009

STATE OF IDAHO)
) ss.
County of Blaine)

On this 11th day of March, 2005, before me, the undersigned notary public in and for said state, personally appeared Kelly Kipling, known or identified to me to be the secretary of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



Megan H. Shenk
Notary Public for Sun Valley Title
Residing at: Ketchum, Idaho
Commission expires: 3/20/2009

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

**James P. Speck, Esq.
SPECK & AANESTAD
A Professional Corporation
Post Office Box 987
Ketchum, Idaho 83340**

Instrument # 592754

HAILEY, BLAINE, IDAHO
12-7-2011 03:24:31 No. of Pages: 4
Recorded for : ALPINE ENTERPRISES
JOLYNN DRAGE Fee: 19.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF BOARD'S LOWER RANCH SUBDIVISION**

This Third Amendment to Declaration (the "Amendment") is made as of the date set forth below as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Board's Lower Ranch Subdivision and amendments thereto were recorded January 28, 2005 as Instrument No. 515676, and February 18, 2005 as Instrument No. 516544, and March 14, 2005 as Instrument No. 517419 in the records of Blaine County, Idaho (collectively the "Declaration").

2. Article I, Section 4 shall be amended to read as follows:

"Lot" shall mean and refer to (a) any of the lots shown on the final plat of Board's Lower Ranch (the "Subdivision") recorded in the records of Blaine County, Idaho as Instrument No. 313523 (the "Plat"), except Lots 24B and 33B which are designated as unbuildable on the plat; (b) Lot 33A until it is re-subdivided; (c) any lot shown on a plat for the re-subdivision of Lot 33A when it is recorded in the records of Blaine County, Idaho; and (d) Lots 85B and 85C of the Subdivision as depicted on Board's Lower Ranch : Replat of Lot 85, recorded Dec. 7, 2011 as Instrument No. 592754 records of Blaine County, Idaho. 1

3. Lots 85B and 85C as described in Article I, Section 4 ("Lots 85B and 85C"), shall be included in the "Responsible Lots" for Board Loop and Boiler Lane as designated in Article IV, Section 4.

4. Lots 85B and 85C shall not be further subdivided.

5. In the event Blaine County requires Boiler Lane to be widened or improved as a result of the approval of the replat of Lot 85, the owners of Lots 85B and 85C shall be responsible for the cost to widen or improve that road.

6. All other provisions of the Declaration shall remain the same and in full force and

effect.

7. The undersigned, as president and secretary of Board's Lower Ranch Owners Association, Inc., hereby certify that the owners of more than 50% of the Lots in the Subdivision have consented to this Amendment, as required by Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below.

BOARD'S LOWER RANCH OWNERS
ASSOCIATION, INC.

Date: 12/12/11

By: [Signature]
President

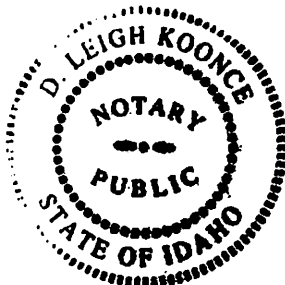
Date: Aug-12, 2011

By: [Signature]
Secretary

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of August, 2011, before me, the undersigned notary public in and for said state, personally appeared Wendelyn Holland, known or identified to me to be the president of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



[Signature]
Notary Public for Blaine County
Residing at: Starley, ID
Commission expires: 1/22/2013

STATE OF IDAHO)
) ss.
County of Blaine)

On this 12th day of ~~May~~ ^{August}, 2011, before me, the undersigned notary public in and for said state, personally appeared Trent Stumph, known or identified to me to be the secretary of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



[Signature]
Notary Public for Blaine County
Residing at: Hailey, Idaho
Commission expires: 1/22/2013

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

The undersigned owners of Lots 85B and 85C hereby consent and agree that Lots 85B and 85C shall be subject to all of the covenants, conditions and restrictions of the above-described Declaration, as amended.

Date: 11.14.11

[Signature]
WILLIAM B. GORDON

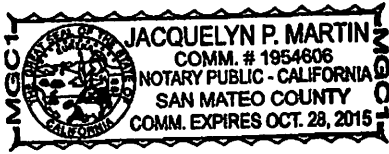
Date: 11.14.11

[Signature]
DEBRA GORDON

STATE OF California
) ss.
County of San Mateo

On this 14th day of ~~May~~ ^{November}, 2011, before me, the undersigned, a notary public in and for said state, personally appeared WILLIAM B. GORDON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Jacquelyn P. Martin
Notary Public for San Mateo County
Residing at: 2750 Sand Hill Road, Menlo Park, CA
Comm. Expires: Oct 28, 2015

STATE OF California
) ss.
County of San Mateo

On this 14th day of November, 2011, before me, the undersigned, a notary public in and for said state, personally appeared DEBRA GORDON, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Jacquelyn P. Martin
Notary Public for San Mateo County
Residing at: 2750 Sand Hill Road, Menlo Park, CA
Comm. Expires: Oct 28, 2015

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Jill W. Eshman, Esq.
JILL ESHMAN LAW
Post Office Box 4991
Ketchum, ID 83340
(208) 727-1700

Instrument # 618208

HAILEY, BLAINE, IDAHO
4-23-2014 04:54:42 No. of Pages: 8
Recorded for : JILL ESHMAN LAW
JOLYNN DRAGE Fee: 31.00
Ex-Officio Recorder Deputy
Index to: AMENDED COVENANTS & RESTRICTIONS

(space above line for Recorder's Use)

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BOARD'S LOWER RANCH SUBDIVISION

This Fourth Amendment to Declaration (the "Amendment") is made for reference purposes as of April 4, 2014:

1. **The Declaration.** The Declaration of Covenants, Conditions and Restrictions for Board's Lower Ranch Subdivision and amendments thereto were recorded January 28, 2005 as Instrument No. 515676, February 18, 2005 as Instrument No. 516544, March 14, 2005 as Instrument No. 517419, and December 7, 2011 as Instrument No. 592754 in the records of Blaine County, Idaho (collectively, the "Declaration"). The Declaration is hereby amended as set forth below.
2. **Article IV Covenant for Maintenance Assessments.** Article IV is hereby amended as follows:

Section 1. Creation of the Lien and Personal Obligations of Assessment. Section 1 is hereby amended by the addition of the following language:

"Idaho Code Section 45-810, as now in existence and as may be amended from time to time, regarding homeowner's association liens, is hereby incorporated in this Declaration as if stated herein in full. In the event of any conflict, or if the terms of the Idaho Code are broader, the terms of the Idaho Code shall control."

Section 4. Road Assessments. The first paragraph of Section 4 is hereby deleted and replaced with the following language:

"In addition to the annual assessment authorized above, the Board shall levy road assessments to cover the costs of the maintenance and repair of, and snow removal service for, the roads within the Subdivision, including without limitation, the cost of widening the roads to comply with the local,

state and federal laws, rules and regulations. After the Board has determined (i) the amount of the levy for road assessments, (ii) the responsible Owners per the chart set forth in Section 4 of the Declaration, and (iii) the due date for payment of the levy, the Board shall invoice the responsible Owners and such amounts shall be allocated and shared equally by such Owners. Upon receiving such invoices, the Owners may agree to allocate the levy among themselves unequally by providing written evidence of such agreement signed or approved by all Owners, and by such Owners making payment of the levy in full to the Board within the time period provided for in the invoice first provided to the Owners.”

Section 10. Uncollectable Assessments. This Section 10 is hereby added to the Declaration as follows:

“After the Board, in its reasonable discretion, has deemed an assessment uncollectible, the Board, at its sole discretion, may reallocate any unpaid and deemed uncollectible assessments among the other Owners, including subsequent Owners of the Lot for which the assessment is deemed uncollectible, on a pro rata basis as part of the annual assessment on all Owners.”

3. Article V Design Review Committee. Article V is hereby amended as follows:

Section 2. Approval by Design Committee. Section 2 is hereby amended by adding the following provisions:

“Notwithstanding anything contained in this Declaration to the contrary, Article V is hereby amended to require and provide that no changes in the existing state of any Property as defined in Section 3 of Article I shall be made or permitted without the prior written approval of the DRC. All references to “Lot” or “Lots” in Article V is hereby replaced with the defined term “Property.”

Section 2.a. Timing of Submission to DRC. Submission of a proposed change in the existing state of any Property shall be made to the DRC, and the review and approval of the DRC shall be obtained by an Owner *prior to any submission to the County and/or other governing agency* for which such approval may be required. If, after the DRC has reviewed and approved an Owner’s plans, there are any changes to plans required by the County and/or other governing agency, the Owner shall re-submit such plans to the DRC for additional review in accordance with this Section 2. In the event an Owner submits and/or obtains County or other governing

agency approval prior to submission to, and review and approval by the DRC, the Owner shall bear the risk, and the cost and expense thereof, that the DRC in its review may require changes to the proposed submission that will require further review, and additional hearing and approval by the County and/or other governing agency.

Section 2.b Harmony. Pursuant to this Section 2, the DRC is to review any submission to determine whether the external design, landscaping and location are in harmony with the surrounding structures and topography; and in doing so, it shall consider various factors which shall be considered as Design Review Criteria, including without limitation the following: (i) style elements including size in relation to other structures within the Subdivision, height, design, color, materials, architectural symmetry, mass and form that are in keeping with the Idaho mountain region, (ii) land and structure issues including topography, setbacks, finished ground elevations, drainage (iii) protection of open space and view corridors of neighboring Property, (iv) protection of solar access of neighboring Property, (v) protection of privacy between Lots, and between Lots and the Property, (vi) preservation of existing plant communities and compliance with all local, state and federal rules for riparian areas, wetlands, floodplain zones, and irrigation, and (vi) other factors that may be set forth by the DRC in its guidelines that the DRC deems relevant in its reasonable discretion.

Section 2.c DRC Approval Expiration Date. If the change in Property for which DRC approval was sought is not commenced and completed in accordance with Section 8 hereof regarding final inspection of work within four (4) years from the date of deemed issuance of DRC approval, such DRC approval shall be deemed expired, and null and void.”

Section 8.c Final Inspection of Work. Section 8.c. is hereby amended by including the following provision:

“In addition, if an Owner does not comply with the Board ruling within such period, the Board at its option, may, in addition to its other remedies set forth in this provision and at law or in equity, impose upon such Owner a special assessment of One Hundred Dollars (\$100) for each day that such violation continues in accordance with the provisions for Assessment of Fines set forth in Article VI, Section 1.a below.”

4. Article VI Enforcement. Article VI is hereby amended as follows:

Section 1. Right of Enforcement is hereby amended by adding the following provisions:

“Section 1.a. Assessment of Fines. In addition to the foregoing rights of enforcement, the Association may impose a daily monetary penalty for any violation of this Declaration, the Articles or Bylaws or of any rules, or regulations of the Association, which shall not exceed one Hundred Dollars (\$100) per day for any one violation. Before invoking such assessment, the Board shall give the Owner sixty (60) days’ written notice to cure such violation and/or to be heard by the Board regarding the violation and any potential assessment. The Owner can appear, be represented by counsel and be heard at such meeting. If such violation is of a nature that it cannot be remedied within sixty (60) days, no assessment shall be invoked so long as the Owner submits a remediation plan to the Board to remedy the violation within a reasonable period of time and such Owner diligently pursues such plan to completion. If an Owner violates any rule, regulation, Declaration, Articles or Bylaw provision more than twice within any two-year period, regardless of whether such violation is the same, the accrual of such assessment shall begin ten (10) days after the Board gives notice of such violation rather than sixty (60) days after such notice. The Board may enforce the collection of such assessment through the assessment lien procedures in Article IV, Section 1 of this Declaration. The enforcement rights provided for in this Declaration apply to any and all Owners, whether such violation is by the Owner or such Owner’s family, tenants, licensees, or invitees who commit any of the violations set forth herein.

Section 1.b. Remedies are Cumulative. Each remedy provided in this Declaration or by law shall be cumulative and not exclusive.”

5. Article VII Specific Restrictions. Article VII is hereby amended as follows:

Section 5. House Trailers and Mobile Homes. Section 5 is hereby deleted and replaced in its entirety with the following provision:

“Section 5. Temporary Structures and Improvements. All temporary structures and Improvements that will remain on any portion of a Property longer than one (1) month, shall require the prior written approval of the DRC. Temporary structures and Improvements shall include, without limitation, house trailers, construction trailers, mobile homes, pre-fabricated homes, tents, wall tents, teepees, yurts, shacks, storage sheds or other temporary buildings or Improvements or structures.”

Section 12. Section 12 is hereby added to the Declaration as follows:

“Section 12. Unsightly Articles. No unsightly articles shall be permitted to remain on any Property so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in containers and in areas approved by the Design Review Committee; and, no equipment of any kind, containers, metals, building materials, oil tanks, propane tanks, shrubs or tree clippings, scrap or refuse shall be kept, stored, or allowed to accumulate on any Property except if appropriately screened from view from other portions of the Property or within a structure approved by the Design Review Committee. Boats, campers, trailers, all-terrain vehicles, motorcycles, recreational vehicles, and bicycles, may be maintained on the Property, unless they are dilapidated or unrepaired or otherwise have become an unsightly article as determined by the Design Review Committee; in such event, the unsightly articles will be required to be appropriately screened from view from other portions of the Property. Whether an article is unsightly and is required to be appropriately screened shall be determined by the Design Review Committee in its sole discretion.”

6. **Full Force and Effect; Defined Terms; Inconsistency.** All other provisions of the Declaration shall remain the same and in full force and effect. All terms not defined herein shall have the same meaning as defined in the Declaration. In the event of any inconsistency in provisions between this Amendment and the Declaration, this Amendment shall control.

7. **Consent of Owners.** The undersigned, as president and secretary of Board's Lower Ranch Owners Association, Inc., hereby certify that more than 50% of the Lots in the Subdivision have consented to this Amendment, as required by Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below.

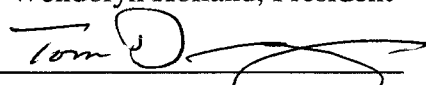
BOARD'S LOWER RANCH OWNERS
ASSOCIATION, INC.

Date: _____

By: _____

Wendolyn Holland, President

Date: 4/8/14

By:  _____

Tom Drougas, Secretary

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ____ day of _____ 2014, before me, the undersigned notary public in and for said state, personally appeared **Wendolyn Holland**, known or identified to me to be the president of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing instrument on behalf of said corporation and acknowledged to me that said corporation executed the same.

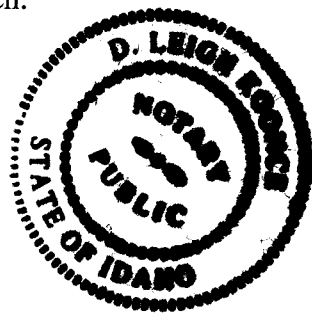
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public
Residing At: _____
My commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this 8th day of April 2014, before me, the undersigned notary public in and for said state, personally appeared **Tom Drougas**, known or identified to me to be the secretary of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



D. Boone
Notary Public
Residing At: 2920 Glenbrook Dr., Hailey ID
My commission expires: 1/22/2019

Section 12. Section 12 is hereby added to the Declaration as follows:

“Section 12. Unsightly Articles. No unsightly articles shall be permitted to remain on any Property so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in containers and in areas approved by the Design Review Committee; and, no equipment of any kind, containers, metals, building materials, oil tanks, propane tanks, shrubs or tree clippings, scrap or refuse shall be kept, stored, or allowed to accumulate on any Property except if appropriately screened from view from other portions of the Property or within a structure approved by the Design Review Committee. Boats, campers, trailers, all-terrain vehicles, motorcycles, recreational vehicles, and bicycles, may be maintained on the Property, unless they are dilapidated or unrepaired or otherwise have become an unsightly article as determined by the Design Review Committee; in such event, the unsightly articles will be required to be appropriately screened from view from other portions of the Property. Whether an article is unsightly and is required to be appropriately screened shall be determined by the Design Review Committee in its sole discretion.”

6. **Full Force and Effect; Defined Terms; Inconsistency.** All other provisions of the Declaration shall remain the same and in full force and effect. All terms not defined herein shall have the same meaning as defined in the Declaration. In the event of any inconsistency in provisions between this Amendment and the Declaration, this Amendment shall control.

7. **Consent of Owners.** The undersigned, as president and secretary of Board's Lower Ranch Owners Association, Inc., hereby certify that more than 50% of the Lots in the Subdivision have consented to this Amendment, as required by Article X of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date set forth below.

BOARD'S LOWER RANCH OWNERS
ASSOCIATION, INC.

Date: 17 Apr 2014

By: 
Wendolyn Holland, President

Date: _____

By: _____
Tom Drougas, Secretary

District of Columbia: SS
Subscribed and sworn to before me, in my presence,
this 17 day of April 2014
Emily E. Goff
Emily E. Goff, Notary Public, D.C.
My commission expires June 14, 2018.

~~STATE OF IDAHO~~)
) ss.
~~COUNTY OF BLAINE~~)

On this 17 day of April 2014, before me, the undersigned notary public in and for said state, personally appeared **Wendolyn Holland**, known or identified to me to be the president of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.



Emily E. Goff
Notary Public
Residing At: Washington DC
My commission expires: 6/14/18

STATE OF IDAHO)
) ss.
COUNTY OF BLAINE)

On this ___ day of _____ 2014, before me, the undersigned notary public in and for said state, personally appeared **Tom Drougas**, known or identified to me to be the secretary of BOARD'S LOWER RANCH OWNERS ASSOCIATION, INC., and the person who executed the foregoing 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 seal the day and year in this certificate first above written.

Notary Public
Residing At: _____
My commission expires: _____

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