

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
FALCON POINT**

**TABLE OF CONTENTS**

Description	Page No.
Article 1. General.....	1
Article 2. Definitions.....	1
Article 3. Land Uses and Improvements.....	3
Article 4. Association Operation.....	12
Article 5. Duties and Powers of the Association.....	13
Article 6. Design Review.....	15
Article 7. Easements.....	18
Article 8. Declarant's Development Rights, Special Rights and Reservations.....	20
Article 9. Assessments.....	21
Article 10. Dispute Resolution.....	25
Article 11. General Provisions.....	26

Exhibit A – Legal Description of the Property

Exhibit B – Septic Drainfield Locations

**Instrument # 322321**  
 VALLEY COUNTY, CASCADE, IDAHO  
 2007-06-13 10:20:11 No. of Pages: 35 <sup>37</sup>  
 Recorded for : MICHELLE BASYE  
 ARCHIE N. BANBURY  
 Ex-Officio Recorder Deputy *[Signature]* Fee: 99.00 / 02.00  
 Index to: RESTRICTIVE COVENANT

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
FALCON POINT**

THIS DECLARATION is made this 2 day of April, 2007, by  
Brian J. Rye ("Declarant").

**ARTICLE 1 - GENERAL**

**Section 1.1: Common Interest Community:** The name of the common interest community created by this Declaration is "Falcon Point". All of the community is located in Valley County, Idaho.

**Section 1.2: Property Affected:** Declarant owns certain real property in Valley County, Idaho, which is described on the attached **Exhibit A**. Such property, together with any property which is annexed thereto by Declarant, pursuant to the terms of this Declaration, shall be referred to in this Declaration as "the Property". The "Existing Property", when used in this Declaration, refers to only that property identified in the attached Exhibit A.

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

**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 Falcon Point 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: Bylaws:** "Bylaws" shall mean the Bylaws of the Association.

**Section 2.7: Committee:** "Committee" shall mean the Design Review Committee.

**Section 2.8: Community:** "Community" as used herein shall refer to the Existing Properties considered as a whole.

**Section 2.9: Declarant:** "Declarant" shall mean Brian J. Rye, and any successor bulk purchaser of the subdivision lots whom is designated in writing recorded with the Office of Recorder of Valley County, Idaho by Brian J. Rye as a successor Declarant.

**Section 2.10: Declaration:** "Declaration" shall mean this Declaration of Covenants.

**Section 2.11: Design Review Committee:** "Design Review Committee" or "DRC" shall mean the committee created pursuant to Article 6.

**Section 2.12: Existing Property:** "Existing Property" shall mean the real property described on Exhibit A. "The Property" or the "the Subdivision" shall mean the Existing Property, together with any additional properties which are annexed to the Existing Property pursuant to Section 8.2 herein. Either term shall include any improvements now or hereafter made on such real property and appurtenances and rights to such real property.

**Section 2.13: Governing Instruments:** "Governing Instruments" shall mean the various operative documents of Falcon Point and the Falcon Point Property Owners' Association, including this Declaration, the Bylaws, the Articles, or any applicable Rules and Regulations, and any amendments thereto.

**Section 2.14: Improvements:** "Improvements" shall include buildings, outbuildings, roads driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

**Section 2.15: 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. A lot may also be referred to herein as a "parcel".

**Section 2.16: 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 2.17: 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, Valley 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 2.18: 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 2.19: Plat:** "Plat" shall mean the final plat, filed of record with the Valley County Office of Recorder.

**Section 2.20: Record, Recorded:** "Record" and "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Valley County, Idaho.

**Section 2.21: Rules and Regulations:** "Rules and regulations" shall mean the rules and regulations adopted by the Board of Directors concerning the operation of the Association.

**Section 2.22: Structure:** "Structure" shall include buildings, outbuildings, fences, walls, stairs, decks and poles.

### ARTICLE 3 - LAND USES AND IMPROVEMENTS

**Section 3.1: Land Use and Living Units:** All of the subject lots in the Existing Property shall be used and occupied solely for single-family residential purposes. None of the subject lots or parcels shall be split, divided or subdivided into a smaller lots or parcels than indicated on the Final Plat of Falcon Point Subdivision, as filed with the office of the County Recorder of Valley County, Idaho, except as otherwise provided in Section 8.3. All single family residences shall be subject to the following conditions and limitations:

**A.** No buildings other than one residence, a guest/caretaker residence and associated accessory buildings incidental and appurtenant to a private residence, shall be erected or maintained on any lot, provided, (1) a garage sufficient in size for Owner's vehicles must be constructed either as part of the primary residence or, if detached, within ninety (90) days after the construction of the residence; and, (2) no more than a total of three (3) buildings shall be allowed on any lot. No use whatsoever shall be made of any parcel herein other than as the site and grounds of a private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, and the like; and, any separate rental of any separate dwelling unit shall be specifically determined to be multi-family dwelling. This is not, however, intended to exclude a guest house, a house for family members, or caretakers' quarters for persons employed upon the premises, if such guest, family member's, or caretaker's housing is allowed by applicable Valley County Ordinances, and Central District Health. This is also not intended to exclude In Home Businesses described at Section 3.2. All building exteriors must be of similar materials and colors as others located on the same Lot.

**B.** No structure of a temporary character, to specifically include mobile homes, pre-manufactured homes, modular homes, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Section

6.8; nor shall any residential structure be moved on to any lot from any other location, unless the prior written approval of the DRC is obtained, such approval to be obtained in the same manner as for new construction.

C. Owners, visitors and guests may park a camper, motor home or trailer on a Lot for a reasonable term, not to exceed thirty (30) days in any 3 month period, except with special permission of the DRC.

D. A residence shall contain no less than 1,400 square feet if single storied, or 1,800 square feet if two storied, of heated floor area devoted to living purposes (i.e. exclusive of roof or unroofed porches, terraces, basements or garages); and, all construction must be of good quality and done in a good workmanlike manner.

E. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specification, and plot plan or other appropriate plans and specifications have been reviewed in advance by the DRC, and the same have been approved in writing. The procedures for review are as more fully set forth in Article 6.

F. Detached garages, guest quarters, barns, outbuildings and storage sheds shall be allowed if in conformity with the provisions of this Declaration and the applicable ordinances of Valley County. Garages, storage sheds, patio covers, and all other structures shall be constructed of, and roofed, with the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot, or as otherwise approved by the DRC. No metal structures shall be allowed.

G. All access driveways shall have an all weather wearing surface approved by the DRC to promote reduction of dust, and shall be constructed to assure proper drainage. The foregoing is not a requirement that driveways be paved.

H. Each Lot shall have a street number discreetly placed at or near the street entrance to the Lot. All mailboxes and stands, if any, will be of consistent design, material and coloration throughout the Property.

I. Exterior lighting shall be part of the architectural concept of the improvements on a Lot. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the DRC. Lighting shall be restrained in design, and excessive brightness shall be avoided. For instance, flood lights and other similar bright lights shall not be allowed; and all lighting shall be shielded and directed downward. Clear glass shall not be used on exterior light fixtures. All exterior lighting shall be in compliance with the Valley County lighting ordinance.

J. The maximum height of any building shall be in compliance with the applicable Valley County land use or zoning ordinances, but shall not exceed thirty-five (35) feet in height, measured from the grade which pre-existed construction to the highest point of any roofline.

**K.** Roofs shall be required to be of pitched design and shall be covered with nonflammable materials (e.g. non-reflective metal, tile, fiberglass shingles, fire retardant wood shingles or shakes). No galvanized metal roofs shall be allowed. Metal roofs shall be of earth tone colors which are compatible with the Property. Owners desiring to use non-metal roofs must demonstrate to the DRC that the desired material is fire resistant.

**L.** The color and type of the exterior surfaces of any structure shall be subject to approval by the DRC. Exteriors must be of natural materials (i.e. wood or stone); provided, the DRC may, upon petition from an Owner, allow a non-natural material if, after reviewing samples, the Committee is convinced that the material has a natural appearance consistent with these covenants. Earth tone colors shall be preferred, except for trim.

**M.** No TV Satellite dishes larger than thirty-six inches (36") in diameter shall be allowed.

**N.** The setback of any structure shall be in compliance with the applicable Valley County land use or zoning ordinances, but side setbacks shall be not less than thirty feet (30'). Owners may request a variance from this side setback requirement, pursuant to Section 6.10, if the Owner suffers a hardship that makes compliance difficult, such as topography of the Lot, septic or well locations, and corner lots.

**O.** No structure or combination of structures shall cover more than 40% of any Lot.

**P.** All structures over 400 square feet shall have a permanent foundation.

**Section 3.2: In Home Businesses:** "In home business," which involve the coming and going of clients or customers or the parking or storage on a Lot of vehicles, machinery, equipment or materials shall not be allowed, except by permission of the Board granted following the process for variances specified in Section 6.10 below. The Board shall not grant the request from an Owner to conduct an in home business which involves the coming and going of customers or clients or the parking or storage on the Lot of vehicles, machinery, equipment or materials unless the Board reasonably determines that the impacts on other lot owners will be negligible.

**Section 3.3: Storage of Building Materials:** 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: Storage of Owners' Vehicles and Equipment:** All Owners' automobiles, trucks, snowmobiles, boats, boat trailers, travel trailers, camper trailer, motor homes, automotive campers, or other vehicles or equipment shall be parked/stored in a garage or other enclosed building, except as provided as Section 3.1(C) above. For purposes of this Section, an enclosed building must be enclosed from view of any road or neighbor, and therefore could be a carport enclosed on three sides, with the open side not in view of any road or neighbor.

**Section 3.5: Parking:** Guest and Owner parking shall be accommodated on Lots with no parking of vehicles allowed on private or public streets.

**Section 3.6: Wild Game:** Nothing shall be done or kept on any Lot which will inhibit, interfere with, or endanger the wild game which enter onto any Lot, or anywhere in the Subdivision. All Lot Owners must understand and accept the fact that the wild game will eat landscaping, plants and trees. Lot Owners may use only game-friendly means of protecting their landscaping. Wild game shall not be fed within the Property.

**Section 3.7: Animals:** Animals may be maintained on the Property for personal domestic use only, and not for any commercial or business enterprise, including the raising of any animal for sale.

No animal, bird, insect, pigeon, poultry or livestock shall be kept by a Lot Owner unless the presence of such creature does not constitute a nuisance. This Section does not apply to the keeping of domesticated dogs, cats, and other household pets, for non-commercial purposes, which do not unreasonably bother or constitute a nuisance to others. Without limiting the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance.

The following, additional restrictions, also apply:

**A. Large Animals:** Up to two (2) horses shall be allowed to be kept on any Lot, as long as such animals are kept in an enclosure which has been approved by the DRC. Grazing animals other than horses, such as cattle, llamas, sheep, and comparable size and type animals, shall not be allowed. The enclosure cannot be constructed of barbed wire or chain link. Fencing shall be constructed in accordance with Section 3.8 below.

**B. Dogs:** All dogs must be restrained so that they do not leave the property. "Invisible Fences" shall be the preferred means of restraint. No more than three (3) dogs per Lot shall be allowed. Dogs shall not be allowed to disturb other Owners, by barking or otherwise. Dogs shall be kept under positive control when such animals are off the premises of their owner.

**Section 3.8: Fences:** No fence, wall or hedge higher than four (4) feet, six (6) inches shall be erected or maintained on any Lot, save and except, however, with the previous written consent of all adjoining Lot Owners and the DRC. The DRC shall have complete control over the allowance of a fence over the four foot six inch height limit. Fence construction and materials shall be in accordance with commonly accepted good practice to produce a neat appearing durable fence. All fences shall be kept in good repair and the appearance shall be inoffensive to other Owners. No fence may be constructed of wire or metal. Fencing around the perimeter of a Lot may be constructed of horizontal wood rail with treated vertical posts, or vinyl rail. Fencing made of natural materials such as wood and stone materials shall be preferred. All exterior, interior or cross fencing shall first be approved by the DRC.

**Section 3.9: 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, restoration or removal shall be completed within reasonable promptness and in any event within two (2) years from the time the damage occurred.

**Section 3.10: Drainage:** There shall be no interference with the established drainage pattern over any portion of the Property. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time that road construction and installation of utility lines is completed by Declarant.

**Section 3.11: Utilities & Roads:**

**A. Telephone, Electrical:** The Declarant shall provide underground electrical power and telephone service to the Community as a whole. The purchaser and owner of each Lot agrees to use the service so provided. Private electrical generating systems shall not be permitted for domestic electrical service, except as a backup system in case of primary electrical service failure. Solar panels are allowed, but must be approved by the DRC. All electrical power lines, telephone lines and other utility service lines shall be underground from each individual parcel line to the point of use on each parcel. Overhead lines and utility poles shall not be permitted, except during the construction phase.

**B. Water:** Water for each Lot shall be supplied by means of individual wells, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Permits therefore shall be required from the Central District Health Department. Locations of currently approved well sites are shown at the attached **Exhibit B**.

**C. Septic:** Sewage disposal for each Lot shall be supplied by means of individual septic/drainfield systems, installation and maintenance of which shall be the sole and exclusive responsibility of Lot Owners. Permits therefore shall be required from the Central District Health Department. Locations of currently approved Septic Drainfields are shown at the attached **Exhibit B**. Note that the drainfield for Lot 13 is currently planned to be placed within the Drainfield Easement located on Lot 14, as shown on the Plat. See Section 7.3 for additional information. No improvements, including driveways, may be constructed in these areas without the prior approval of the Central District Health Department.

**D. Roads:** Stewart Court, as depicted on the Final Plat, from the culdesac at Lot 15 North to East Lake Fork Road, is a private road. All other roads within the Subdivision except Stewart Court will be public. The maintenance and repair of Stewart Court is the responsibility of the Association, together with the other users of Stewart Court. All Owners shall share equally in the cost of the maintenance and repair that is allocated to the Association. Additionally, the maintenance and repair of the temporary 120 foot diameter culdesac at the south end of Horizon View Road, to the extent that it is not part of the Public Road, is the responsibility of the Association.

**Section 3.12: 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. 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.

**Section 3.13: Snow Machines, Motorcycles, and All Terrain Vehicles:** All terrain vehicles, snowmobiles, motorcycles and other similar motorized vehicles may not be operated



within the Property, except as follows: for direct ingress/egress to the Owner/operator's Lot; for low speed site seeing or meandering on the Owner/operator's Lot; or for maintenance, upkeep or repair of a Lot. No racing or race tracks of any kind shall be allowed.

**Section 3.14: Prohibited Lot Uses:**

A. There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B. No outdoor privy or any common cesspool shall be installed on any lot at any time.

C. Nothing shall be done or kept on any Lot by any person which will increase the rate of insurance on any other Lot or which will result in the cancellation of any insurance or which constitutes a violation of any law.

D. No excavation shall be made on any Lot except as is necessary for the erection of approved structures, in which case the same shall be properly filled within thirty (30) days of the completion of the underground work.

E. No hunting or discharging of firearms shall be allowed within the Subdivision.

**Section 3.15: Building and Grounds 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 maintain his or her Lot in good appearance at all times.

**Section 3.16: Landscaping:** Of critical concern with regard to landscaping in the Subdivision is the preservation of the stability of hill sides and the prevention/control of wild fires. Each Lot owner shall landscape his or her Lot by either improved landscaping (imported tree, shrub and groundcover) or by natural, native vegetation, or a combination thereof. Native, drought resistant plant species shall be preferred. It is the intent of this provision to insure that each Owner maintains a vegetation cover over the land to prevent dust, erosion, and noxious weeds. Care shall also be taken not to over-graze, where permitted, any portion of a Lot allowing dust, erosion, or noxious weeds to occur.

**Section 3.17: Trash / Refuse / Unsightly Materials:** No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other Lots. No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, equipment, heat pumps, compressors, grass or shrub clippings, plant waste, construction debris, lumber, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections. Garbage containers shall be "bear-proof", in accordance with Idaho Department of Fish and Game Regulations.

In the event that any Owner shall permit the accumulation of such materials, aforesaid, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, by removing such materials, and to enter upon such Owner's Lot for the purpose of doing so. Such Owner shall

promptly reimburse the Association for the cost thereof. Such cost shall be an Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 9 of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

**Section 3.18: Burning / Wood Burning Devices:** No burning of any household garbage, trash or other noxious refuse shall be permitted within the Subdivision. Burning of natural materials such as grass/tree trimmings shall take place only with required permits from the local Fire Department and any other agency or authority with jurisdiction. The policies, practices and instructions of such entity shall be strictly followed. Only one wood burning device shall be allowed per Lot. The use of propane fireplaces or heating units is preferred.

**Section 3.19: Nuisances:** No noxious or offensive activity shall be carried on upon any Lot or anything done thereon tending 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.

**Section 3.20: Antennas:** Antennas, satellite dishes, or other devices for the transmission or reception of television, radio or electric signals or any other form of electromagnetic radiation shall not be erected on the front yard of any Lot. Any satellite dish shall be earth tone in color. Maximum height of any antenna shall be thirty (30) feet above finished ground grade at that point or ten (10) feet above the finished roof the antenna is attached to.

**Section 3.21: 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 unless stored within in an enclosed building. For purposes of this Section, an enclosed building must be enclosed from view of any road or neighbor, and therefore could be a carport enclosed on three sides, with the open side not in view of any road or neighbor.

**Section 3.22: 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 for sale and administration purposes installed by the Declarant during development;
- C. Standard Real Estate signs advertising a lot for sale, not to exceed 9 square feet in surface size;
- D. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger;
- E. Such signs as may be required by law; and,

F. Such signs as Declarant may place, in Declarant's discretion, for sales of Lots by Declarant.

**Section 3.23: Noxious Weeds:** Any Lot disturbed as a result of grading or construction shall be revegetated to at least its original state no later than one construction season after being disturbed. Additionally, each Owner shall follow the guidelines provided in the Valley County Comprehensive Noxious Weed Management Plan.

**Section 3.24: Tree Removal:** No tree shall be removed from any Lot which is in good health, six inches (6") in diameter or greater, and within fifty feet (50') from any property line without the prior consent of the DRC; provided, that such trees may be removed to allow for construction improvements, after approval of the improvements has been granted by the DRC, and provided that the application to the DRC for such improvements specifies the trees to be removed.

**Section 3.25: Fire Hazard Mitigation:** No combustible material shall be placed or allowed to accumulate within three (3) feet of a structure. Within a thirty foot (30') perimeter surrounding a dwelling, grasses shall be kept below six inches (6") in height, shrubs and trees shall be appropriately thinned, mature conifers shall be limbed to a height of eight feet (8') above the ground and all dead and down wood shall be removed.

**Section 3.26: Timeshares:**

(a) Except as otherwise approved in writing by Declarant (or the Board after the Transfer of Control Date), which approval can be withheld for any reason, no Lot, whether leased or owned, shall be used:

(i) for the operation of a timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years; or,

(ii) for the operation of a reservation or time-use system among co-Owners of a Lot, regardless of whether or not any co-Owner may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating, if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the co-Owners themselves, or,

B. the ownership interest in such Lot is publicly marketed for sale subject to such system, or,

C. the co-Owners are or were required as a condition of purchase of the ownership interest in such Lot to subject the interest to a pre-determined reservation or time-use system among co-Owners; or,

(iii) in the marketing, offering or selling of any club membership interest, limited liability company interest, limited partnership interest, program interest or other interest whereby the interest-holder acquires a right to participate

in a reservation or time-use system among the interest-holders, or among the interest-holders and others, involving the Lot, or involving the Lot and other alternate or substitute properties, regardless of whether such interest is equity or non-equity, regardless of whether or not any interest-holder may later opt out of such system and regardless of whether the reservation or time-use system is recorded or unrecorded, fixed or floating (such interest referred to herein as an "Interest"), if one or more of the following conditions exist:

A. such system is adopted, imposed or managed by a party other than the Interest-holders themselves, or,

B. the Interest is publicly marketed for sale, or,

C. the Interest-holders are or were required as a condition of purchase of the Interest to be subject to a pre-determined reservation or time-use system among Interest-holders, or among Interest-holders and others;

(all of the foregoing uses, systems or programs are collectively referred to as a "Timeshare Program").

(b) Mere co-ownership of a Lot, ownership of a Lot by an entity, or leasing of a Lot shall not create a Timeshare Program unless it meets any of the conditions described above in this Section.

**Section 3.27: Common Areas:** The common areas shown on Plat are provided for the use and enjoyment only of the Community, their immediate families and their guests when accompanied by owners or their families. Ownership of the common areas shall be transferred from the Declarant to the Association, which shall be responsible for the maintenance, upkeep and preservation of such areas. Control of the use of these common areas is vested in the Board, which may promulgate rules regarding the use of such areas and which may suspend or revoke an owner's right of use of such areas for violations of such rules. Use of the common areas shall be at the user's own risk, and by the use thereof, said user assumes such risk.

**Section 3.28: Irrigation Ditch:** As provided at Section 7.1 below, an Irrigation Ditch and Repair Easement has been reserved. This easement is depicted on the Plat. All property Owners shall insure that no Owner, agent, guest or invitee in any way obstructs or places any item or re-routes or damages the irrigation ditch. Any and all damage to the ditch shall be the responsibility of the respective property Owner, whether the damage is created by the Owner or the Owner's agent, guest or invitee. No irrigation water (water rights) are connected with, assumed to possess, or implied to be given to any Owner or associated with any Lot.

**Section 3.29: Compliance With Wetlands Permit:** All Owners purchase their Lots with the knowledge that the Property contains jurisdictional wetlands, which are governed by the terms of Wetlands Permit(s), and the terms and conditions associated therewith. By purchasing their Lots, Owners agree to comply with and be bound by the terms and conditions of the Permits.

**Section 3.30: Compliance With Law:** No part of the Property shall be used, occupied, altered, charged, improved or repaired except in compliance with all present and future laws, rules, requirements, orders, directions, ordinances and regulations of the United States of

America, State of Idaho, County of Valley, and all other municipal, governmental or lawful authority whatsoever, affecting the Property or the improvements thereon or any part thereof.

**Section 3.31: No Further Subdivision:** No Lot may be further subdivided, except as otherwise provided in Section 8.3.

**Section 3.32: Exemption of Declarant:** Nothing contained herein shall limit the right of Declarant to complete excavation, grading and construction of improvements to and on any portion of the Property owned by Declarant or to construct such additional improvements as Declarant deems advisable in the course of development of the Property, so long as any Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Declarant, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Declarant need not seek or obtain DRC approval of any such improvements constructed or placed by Declarant on any portion of the Property owned by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded in the Office of the Valley County Recorder.

#### **ARTICLE 4 - ASSOCIATION OPERATION**

**Section 4.1: Organization:** The Association (Association) shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, 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 4.2: Membership:** 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. Declarant shall hold one membership in the Association for each Lot owned by Declarant. 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 4.3: Classes of Membership/Voting Rights:** The Association shall have one (1) class of membership, which shall be a voting membership.

**Section 4.4: 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 or votes 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 to the new Owner, subject to any assignment of the right to vote to a lessee, mortgage, or beneficiary as provided herein.

**Section 4.5: 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 Directors shall be elected in accordance with the provisions set forth in the Association Bylaws, which provisions provide that the Declarant has the right to appoint a majority of the members of the Board of Directors until the transfer of control date.

**Section 4.6: Declarant's Transfer of Control of Association:** Declarant's right to control the Association and the selection of its Board shall terminate upon the occurrence of the *first* of the following events:

A. By written notice from the Declarant to the President or Secretary of the Association of the Declarant's intention to terminate its right to appoint the majority of the members of the Board of Directors; or

B. Upon that date which is three (3) months after all Lots within the Property (including any property which is annexed into the Property pursuant to the terms of this Declaration) have been sold to persons other than Declarant.

Such date is herein referred to as "the Transfer of Control Date".

## **ARTICLE 5 - DUTIES AND POWERS OF THE ASSOCIATION**

**Section 5.1: 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 5.2: 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 or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by 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 superseded 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 of 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 5.3 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 Association Rules as the Board shall deem advisable.

C. Design Review Committee: Appoint and remove members of the DRC, subject to the provisions of this Declaration. The Board shall also have discretion to itself serve as the DRC, in lieu of appointing an independent Committee.

D. Duty to Accept Property and Facilities Transferred By Declarant: The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration.

E. 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. The Association shall have the discretion to not plow snow on private subdivision roads, or portions thereof, which service unimproved Lots.

## ARTICLE 6 – DESIGN REVIEW

**Section 6.1: Purpose and Theme of Controls:** It is the desire of the Declarant that design controls be implemented for all building improvements to insure that the overall excellence of Falcon Point shall be maintained throughout its development. To this end, a Design Review Committee will be established pursuant to Section 6.2 of this Article 6 to guide the site development and design of all structures and to aid the residential home builders to discover the opportunities and limitations of their building sites. All of the residential improvements will be encouraged to offer a diversity of types, sizes and styles of architecture and yet will be required to conform to a total visual homogeneity.

The discretion hereinafter invested in the DRC will be exercised towards the end that high standards of workmanship and quality of materials will be maintained throughout the Development and that all improvements will be in harmony with and complement the natural landscape, topography and flora.

**Section 6.2: Design Review Committee:** No building, fence, wall, structure or other improvement shall be commenced, erected, altered, placed or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the DRC, which shall be composed initially of the Board of Directors. If any member of the Committee resigns or is unable to act, the remaining members shall appoint his or her successor. Pending such appointment, the remaining members shall



discharge the functions of the Committee. The Committee shall be comprised of no less than three (3) nor more than five (5) members, who shall be appointed annually by the Board. A majority of the members shall constitute a quorum. Meetings may be held by telephone conference. The Committee shall designate a Chairperson. The Board may elect to act as the Committee.

**Section 6.3: Documentation Required for Design Review Approval:** No structure or improvement shall be considered or approved by the Committee until the parcel owner has submitted the following information to the Committee:

- A. Two (2) sets of plans and specifications for the proposed improvements;
- B. A site plan of the lot showing the location of all existing and proposed improvements, and which also identifies the location, size and type of all trees proposed to be removed;
- C. Drawings showing all exterior building elevations;
- D. A schedule of exterior materials and colors to be used on the proposed improvement; and,
- E. The owner's proposed construction schedule.

**Section 6.4: Basis for Approval or Disapproval:** The Committee shall give its approval for the requested improvement only if:

- A. The owner or applicant shall have strictly complied with the requirements of Section 6.3 hereof;
- B. The Committee finds that the plans and specifications conform to the requirements of Article 3 of this Declaration, and furthermore that the owner or applicant is in compliance with all of the provisions and requirements of this Declaration in its entirety; and,
- C. The Committee, in its sole and reasonable discretion, finds that the proposed improvement is compatible with the theme of this Development and with the purposes and intent of this Declaration as a whole as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations.

The Committee may waive submission of plans and specifications for approval where minor construction or a minor addition to an existing structure is involved which does not appear to materially affect the Development.

**Section 6.5: Form of Approval or Disapproval:**

- A. All approvals given under Section 6.4 shall be in writing; provided, however, that as to any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the Committee, such approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

**B.** In disapproving any plans and specifications or other documents the Committee shall specify, in writing, the deficiencies it has relied upon in rendering such disapproval and shall give the applicant the right and opportunity to resubmit his plans and specifications or other documents in amended form. The Committee shall thereafter reconsider such documents as if they were being submitted for the first time.

**C.** One set of plans and specifications as finally approved or disapproved shall be retained by the Committee as a permanent record.

**D.** Nothing contained in this Section shall be deemed to relieve the owner of any parcel from complying with all of the provisions of this Declaration or with the provisions of all applicable building codes, zoning regulations, or other governmental regulations or laws governing the lands within this development

**Section 6.6: Dispute Resolution:** In the case of any challenge to a decision of the Design Review Committee, the decision shall be reviewed by the Board of Directors. In the case of any challenge to a decision of the Board, the decision shall be upheld unless it is found by clear and convincing evidence that the Boards' decision is: (i) in express violation of this Declaration or any other Governing Instruments, rules or regulations; (ii) in express violation of an applicable federal, state, county or district statute, ordinance or regulation; or, (iii) arbitrary, capricious, unreasonable and oppressive. If an Owner does dispute the Board's decision, the provisions of Article 10 shall control.

**Section 6.7: Proceeding with Work:** Upon receipt of approval from the Committee pursuant to Section 6.5 above, the owner shall, as soon as practicable, satisfy all the conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations authorized by such approval, said commencement to be in all cases within one (1) year from the date of such approval. If the Owner shall fail to comply with this Section, the approval given pursuant to Section 6.5 shall be deemed revoked, unless the Committee upon written request of the Owner made prior to the expiration of said one (1) year period extends the time for such commencement. No such extensions shall be granted except upon a finding by the Committee that there has been no change in the circumstances upon which the original approval was granted.

**Section 6.8: Completion of Construction:** The Owner shall complete the construction authorized by the approval given in Section 6.5 within one (1) year after the commencement of construction thereof; except, and only for so long, as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, acts of God, unusual wintertime conditions, actual inability of the owner to procure deliveries of necessary material, or by other forces or persons beyond the control of the Owner; and, except as otherwise permitted by the DRC in writing. Financial inability of the Owner or his contractor to secure labor or materials or to discharge liens or attachments shall not be deemed a cause beyond his control. For the purposes of this Section 6.8, "Commencement of Construction" for new improvements is defined as the obtaining of the necessary building permits and the excavation of earth for a foundation, and for all other improvements is defined as the undertaking of any visible exterior work. Under no circumstances shall the aforesaid one (1) year completion deadline be extended for more than one (1) additional year, except upon a vote of a majority of the members who are present or represented by proxy at a duly noticed membership meeting at which a quorum is present.

**Section 6.9: Failure to Complete Work:** Any construction which is not completed in a good and workmanlike manner, or in substantial conformity to the plans and specifications approved for it by the Committee, within the time limits provided by this Article, and where such failure is not excused by the provisions hereof, shall be deemed a nuisance, and the Board shall have the right, at its sole option, to enter upon the premises and to have such incomplete construction removed or to carry such construction forward to completion. In such case, the costs and expenses incurred in such removal or completion shall constitute a lien upon the property under the Mechanic's Lien Law of the State of Idaho, such lien to attach as of the time of the commencement of the work involved in removing or completing the incomplete construction. Such lien may be enforced in the same manner as provided for the enforcement of mechanic's liens.

**Section 6.10: Variances:** Upon written request from an Owner, the Board may grant a variance from any of the provisions of Article 3, except that limiting land use in the Subdivision to single-family residential uses, as follows:

A. The request shall be submitted to each Board member and must explain the precise nature of and reasons for the requested variance.

B. At least fifteen (15) days prior to the Board's review of the variance request, at the Applicant's expense, written notice of the request and the time and place at which the Board will consider the request shall be mailed, via certified mail, to all record Owners of Lots in the Subdivision;

C. The Board's review of the request shall be open to all Owners, who shall be entitled to comment;

D. The request shall be denied unless the Applicant establishes compelling reasons for the request. Neither the cost of compliance with these Covenants, nor the convenience of the Applicant shall in and of themselves be grounds for a variance;

E. If a Committee review of building/improvement plans involves a variance request, then the thirty (30) day time frame contained in Section 6.5(A) above shall be extended to sixty (60) days; and,

F. The decision of the Board can be overruled or modified only by a vote of sixty-seven percent (67%) of those Owners who are present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such decision, at which a quorum is present.

**Section 6.11 Liability:** Neither the Association nor the Design Review Committee nor any of their respective officers, directors, employees or agents shall be responsible or liable to any person for any defects in any plans or specifications submitted, revised or approved under this Article nor for any defects in construction performed pursuant to such plans and specifications. Approval of plans and specifications under this Article shall not relieve the Owner of strict compliance with applicable governmental laws or regulations.

## ARTICLE 7 - EASEMENTS

**Section 7.1: Irrigation Ditch Maintenance and Repair Easement:** There shall be an Irrigation Ditch Maintenance and Repair Easement for the existing irrigation ditch which is

depicted on the Plat. This Irrigation Ditch Maintenance and Repair Easement is reserved for the downstream water users. Motorized equipment may be used on within this Irrigation Ditch Maintenance and Repair Easement to the extent necessary to maintain and repair the irrigation ditch. No fences may be placed in this Irrigation Ditch Maintenance and Repair Easement.

**Section 7.2: Declarant's Reservations:**

A. Declarant hereby creates and reserves to itself an unrestricted, perpetual easement in and right of use of all roads and easements shown on the Plat for the extension of telephone/utilities to adjoining properties and for uses which may include, but not be limited to all vehicles and uses reasonably associated with: personal use; residential use; agricultural use; commercial agriculture; timber transport, including commercial timber harvesting; and, use by assignees, purchasers and successors of Declarant, including purchasers of Lots in any subsequently approved Subdivision. Thus, the aforesaid reserved rights/easement shall not be restricted in terms of amount or type of use; provided, it shall be the responsibility of commercial agricultural or timber users to promptly repair any damage to the road caused by their use; and, residential users shall share pro-rata in the cost of maintaining the roads.

B. Declarant hereby creates and reserves to itself until Declarant has sold the last Lot in the Property (including any property annexed hereto pursuant to the Declaration) to an Owner other than the Declarant, and thereafter, to the Association: perpetual, alienable, divisible and releasable easements and the right from time-to-time to grant such easements to others over, under, and in and across all roads conveyed or to be conveyed by deed or plat map or otherwise, for use of all or part of such areas for utility lines (ex: telephone, electricity, cable television, gas), for water and waste water lines, for drainage and for other similar or dis-similar facilities and purposes, and for any one or more such purposes.

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. The Association shall succeed to such right and authority upon conveyance by Declarant of the last Lot in the Property to the first Owner thereof other than Declarant. The easement(s) provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement on the Property.

**Section 7.3: Drainfield Easement on Lot 14 for Lot 13:** As stated at Section 3.11(C) above, the drainfield for Lot 13 is currently planned to be placed within the Drainfield Easement located on Lot 14, as shown on the Plat. The Owner of Lot 13 shall have the right to install and maintain a septic drainfield and any necessary connecting pipes on the Drainfield Easement. After installation or maintenance of a drainfield in the Drainfield Easement, the Owner of Lot 13 shall promptly return the easement area to its original condition to the extent reasonably possible. No improvements, including driveways, may be constructed within the Drainfield Easement. In the event that the Owner of Lot 13 obtains approval from Central District Health to place the drainfield on Lot 13, this Drainfield Easement shall become null and void with no further action necessary, upon issuance of a permit for a drainfield on Lot 13 by Central District Health.

## **ARTICLE 8 - DECLARANT'S DEVELOPMENT RIGHTS, SPECIAL RIGHTS AND RESERVATIONS**

**Section 8.1: Period of Declarant's Rights and Reservations:** In addition to those easements and rights reserved by Declarant in Article 7 above, Declarant shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Association properties. The rights and reservations reserved above and hereinafter set forth shall be deemed accepted and reserved in each conveyance of the Property by Declarant, whether or not specifically stated therein, and in each deed or other instrument by which any property within the Property is conveyed by Declarant. The rights, reservations and easements reserved above and hereinafter set forth shall be prior and superior to any other provisions of the Association documents and may not, without Declarant's written consent, be modified, amended or rescinded or affected by any amendment of the Association documents. Declarant's consent to any one such amendment shall not be construed as consent to any other amendment. Declarant's said rights shall survive the Transfer of Control Date, as defined at Section 4.6.

**Section 8.2: Declarant's Future Development Rights:** For a period of five (5) years after the Transfer of Control Date, Declarant shall have the following development rights: Declarant may add or annex any real property owned by Declarant to the Existing Property. The additions authorized under this Section shall be made by filing of record a Supplementary Declaration of Protective Covenants with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as not inconsistent with the scheme of this Declaration. Upon recordation of such Supplementary Declaration, the additions authorized under this Section shall thereafter be treated in all respects as Existing Properties. No permission shall be necessary from the owners of Existing Property before the Declarant may bring such lands within the scheme of this Declaration.

Such annexation(s) and Supplemental Declaration(s) may alter the rights and responsibilities of the Association and owners in the following ways:

1. Additional owners may be added to the Association, thereby diluting the relative effect of an Existing Property Owner's vote;
2. Additional private roads may be conveyed to the Association, thereby affecting the Association's road maintenance and repair budget;
3. Additional common areas and amenities may be created and, upon acceptance by the Association, may be either conveyed, leased or made available to the Association, in which case the Association may incur expenses related to upkeep, improvement and/or maintenance; and,
4. The Association may incur other expenses as a result of such annexation.

**Section 8.3: Declarant's Right to Further Divide Lots:** Declarant shall have the right to further divide any Lot, or adjust Lot lines between Lots, prior to the sale of any such Lot, as approved by Valley County.

**Section 8.4: Successor Declarant:** For purposes of the rights, reservations and easements reserved and created in favor of Declarant herein, Declarant shall have the option of notifying the Association in writing of an assignee or successor who will hold and exercise Declarant's aforesaid rights and whom the Association shall notify as required by this Declaration.

## ARTICLE 9 - ASSESSMENTS

**Section 9.1: 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 attorneys 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 Owners personal obligation regardless of whether he remains an Owner.

**Section 9.2: Uniformity of Assessments:** Regular assessments, including expenses of road maintenance and repair, shall be uniform as to all Owners.

**Section 9.3: 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.** Legal and accounting fees for the Association;
- G.** Expenses related to the maintenance and operation of common area facilities;
- H.** Any deficit remaining from any previous assessment year; and,
- I.** The creation of reasonable contingency reserves for the future road maintenance or improvement, administration expenses, or legal expenses.

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

**Section 9.4: Declarant's Obligations:** The Declarant shall not be subject to assessments for any Lots it retains prior to the transfer of control date. However, prior to such time, the Declarant shall be deemed to have met its reasonable obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the transfer of control, Declarant shall be subject to the Association's assessment on any Lots owned by Declarant and located within the Existing Property or property which has been annexed and made subject to the Association documents.

**Section 9.5: Maximum Regular Assessments:**

**A.** The Board may prorate the assessment for any Lot Owner in the year of purchase of such Lot on the basis of the actual months of ownership of such Lot by the Lot Owner during such year.

**B.** Assessments shall be set by the Board, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article, which Assessments must be approved by the Declarant until the Transfer of Control Date.

**C.** 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 Declarant until the Transfer of Control Date, and the approval of sixty-seven percent (67%) of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days' nor more than sixty (60) days in advance of such meeting.

**Section 9.6: 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 on 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 on 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 of 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, provided that the Declarant shall have no liability for regular assessments until the transfer of control date as aforesaid. Each owner other than the Declarant shall become responsible for the regular assessment on a Lot as of the date the Lot is transferred to such owner. The first annual regular assessment

for each Owner shall be adjusted according to the number of months remaining in the year.

**Section 9.7: 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. After the transfer of control, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the Members of the Association, 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 9.8: 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 9.9: 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 9.10: 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 9.11: 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 charged to be determined by the Board.

**Section 9.12: 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 attorneys 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 by 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 on 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 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 Valley 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 10 -- DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

### **Section 10.1 Agreement To Encourage Resolution Of Disputes Without Litigation:**

(a) The Association and its officers, directors, all Members, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving Falcon Point without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 10.2 in a good faith effort to resolve such Claim.

(b) As used in this Article, the term "Claim" shall refer to any claim, tort claim, grievance or dispute arising out of or relating to discretionary decisions of the Design Review Committee, the interpretation, application or enforcement of the Governing Instruments, and the rights, obligations and duties of any Bound Party under the Governing Instruments. The term "Claim" shall specifically not apply to any of the following: any suit by the Association to collect Assessments or other amounts due from any Owner; any suit by the Association to obtain a temporary restraining order and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Governing Instruments; and, any suit by the Association to enjoin a continuing violation of or to enforce the provisions of the Governing Instruments.

### **Section 10.2 Dispute Resolution Procedure:**

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely: the nature of the Claim, including the person involved and the Respondent's role in the Claim; the legal basis of the Claim (i.e. the specific authority out of which the claim arises); the Claimant's proposed resolution or remedy; and, the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith

negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) **Mediation.** If the parties have not resolved the Claim through negotiation within 30 days after the date of the Notice (or within such other time period as the parties may mutually agree upon), the Claimant shall have 45 additional days to submit the Claim to mediation with a mutually acceptable individual providing dispute resolution services in Idaho. If the Claimant does not submit the claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim.

If the Parties do not settle the Claim in mediation, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit.

Each party shall bear its own costs of the mediation, including attorney's fees, and each Party shall share equally all fees charged by the mediator, unless it is determined that one party is the prevailing party, in which case the non-prevailing party shall bear the cost of all attorney's fees and mediation fees of the prevailing party.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, the other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set for this in this Section. In such event the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover for the non-complying party (or if more than one non-complying party, from all such parties) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

## ARTICLE 11 - GENERAL PROVISIONS

**Section 11.1: Binding Effect:** The various restrictive measures and provisions of these covenants and restrictions are declared to constitute mutual equitable servitudes 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 11.2: Term of Declaration:** Unless amended as herein provided, all provisions covenants, conditions and restrictions and equitable servitudes 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 11.3: Amendment:**

(a) **By Declarant Until The First Lot is Sold:** Until the first Lot subject to this Declaration has been conveyed by Declarant by recorded deed, any of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration may be amended or terminated by Declarant by the recordation of a written instrument, executed by Declarant, setting for such amendment or termination.

(b) **By the Board:** Except as limited or committed to action by the Members, either by the Articles, the Bylaws, or this Declaration, the Board shall have the power to amend the Declaration at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. However, if the members shall amend any portion of the Declaration, the directors shall not thereafter amend the same in such manner as to defeat or impair the object of the members in taking such action. Any amendment to the Declaration approved by the Board shall have no material adverse effect upon any right of any Owner or member.

(c) **By Owners:** This Declaration may also be amended upon the approval of at least sixty-seven percent (67%) of those members present or represented by proxy at a meeting of the membership, by the recording of a written instrument or instruments specifying the amendment or the repeal.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) **Validity and Effective Date of Amendments:** Amendments to this Declaration shall become effective upon recordation in the land records of Valley County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to any of the Association Documents, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid city, county, state, or federal permit applicable to River's Crossing; nor, shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

**Section 11.4: Amendment of Declaration After First Lot Sale:** 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 sixty-seven percent

(67%) of those members present or represented by proxy at a meeting of the membership, scheduled for the purpose of considering such amendments, at which a quorum is present; provided:

- A. This Declaration may not be terminated except upon approval by at least ninety percent (90%) of the membership of the Association; and, in case of termination, all rights, reservations, and easements granted to or reserved by Declarant herein shall survive any such termination; and,
- B. The provisions of this Declaration which limit the allowable land uses in the Subdivision to single-family residential use may be amended only with the approval of ninety percent (90%) of the Membership and the approval of the Board of Commissioners of Valley County, in the same manner as would be required for an approval of a material change to the Conditional Use Permit/Preliminary Plat for the Subdivision.

**Section 11.5: Required Consent of Declarant to the Amendment:** None of the rights, reservations, or easements granted to or reserved by Declarant herein may ever be modified or amended without the prior written consent of Declarant or Declarant's successor as identified in Section 8.4 above, which consent may be withheld by Declarant for any reason whatsoever. Until the Transfer of Control Date, any proposed amendment or repeal of any other provision of this Declaration (i.e. a provision not involving any of the rights, reservations or easements granted to or reserved by Declarant) shall require the prior written consent of Declarant, or Declarant's aforesaid successor.

**Section 11.6: 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 11.7: Remedies Cumulative:** Each remedy provided under the Association documents is cumulative and not exclusive.

**Section 11.8: 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 attorney's fees and expert witness fees. "Action or proceeding" as herein stated shall include, without limitation, any arbitration, mediation, or alternative dispute resolution proceeding.

**Section 11.9: Limitation of Liability:** The Association, Board of Directors, the DRC, Declarant 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 11.10: Governing Law:** The Association documents shall be construed and governed under the laws of the State of Idaho.

**Section 11.11: 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.

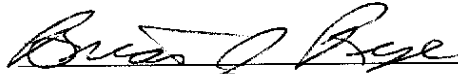
**Section 11.12: Number and Gender:** Unless the context requires a contrary construction, as used in the Association documents, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

**Section 11.13: 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 11.14: 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 11.15: Conflicts in Documents:** In case of any conflict between this document and the Articles of Incorporation, or the Bylaws of the Association, this Declaration shall control.

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

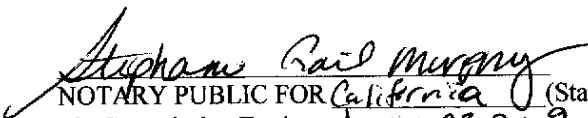
  
BRIAN J. RYE

STATE OF California )  
(ss.  
County of Nevada )

On this 2 day of April, 2007, before me, Stephanie Gail Murphy a Notary Public in and for said State, personally appeared BRIAN J. RYE, 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.

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



  
NOTARY PUBLIC FOR California (State)  
My Commission Expires: April 23, 2009

## EXHIBIT A

### Legal Description of the Property

#### FALCON POINT SUBDIVISION

A parcel of land situate in the E½ of the NW¼ of Section 11, T. 17 N., R. 3 E., B.M., Valley County, Idaho, more particularly described as follows:

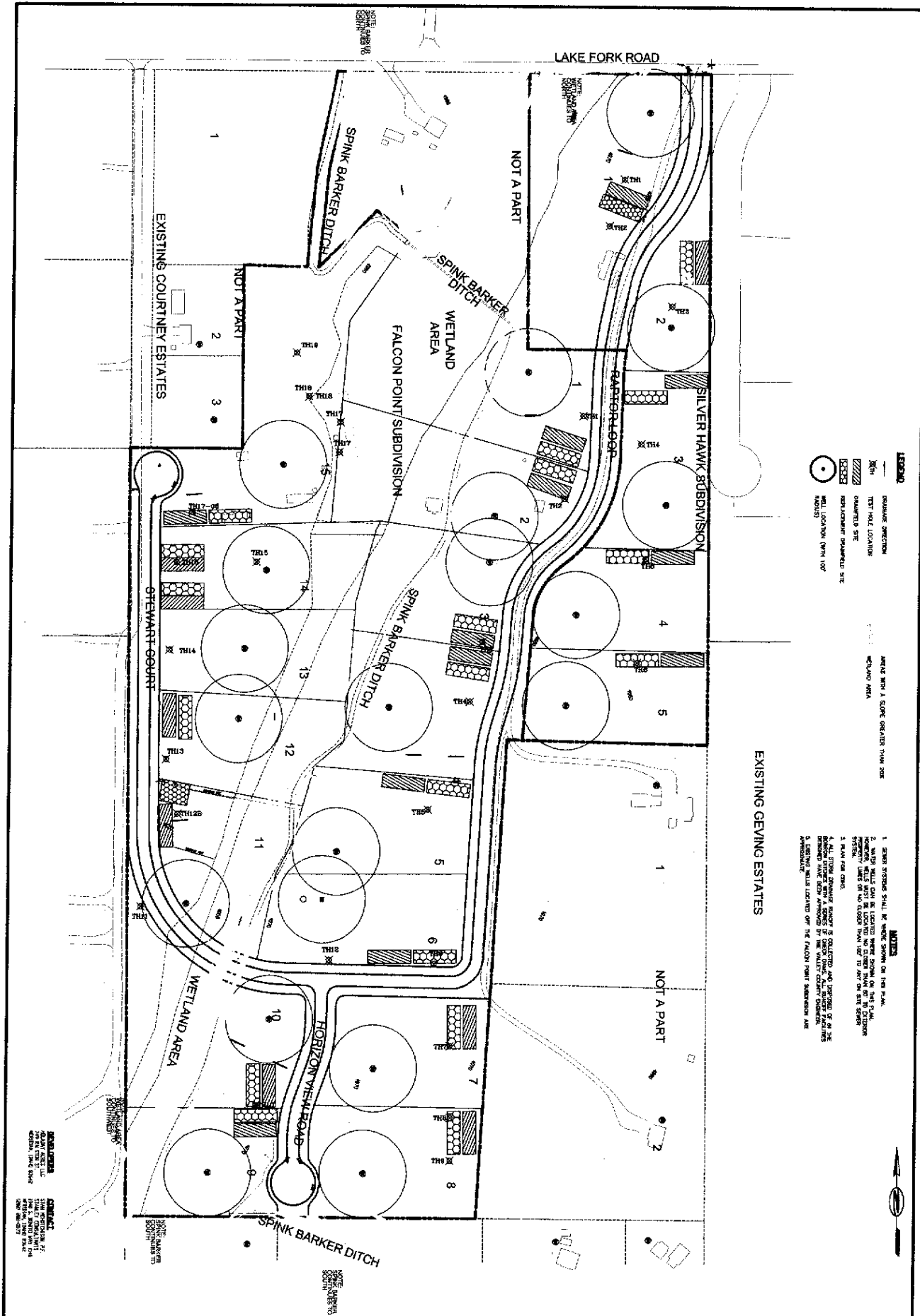
Commencing at an aluminum cap marking the 1/4 Corner common to Sections 2 and 11, T. 17 N., R. 3 E., B.M., Valley County, Idaho; thence, S. 00° 11' 50" W., 35.00 feet along the east boundary of the E½ of the NW¼ of said Section 11 to an aluminum cap, the REAL POINT OF BEGINNING:

Thence, S. 00° 11' 50" W., 113.11 feet to a 5/8 inch rebar,  
Thence, 279.36 feet along a curve to the right, whose long chord bears S. 21° 49' 38" W., 272.77 feet, whose radius is 370.00, and delta angle is 43° 15' 34" to a 5/8 inch rebar,  
Thence, 139.60 feet along a curve to the left, whose long chord bears S. 27° 41' 16" W., 137.84 feet, whose radius is 253.61, and delta angle is 31° 32' 18" to a 5/8 inch rebar,  
Thence, S. 11° 55' 07" W., 98.44 feet to a 5/8 inch rebar,  
Thence, 113.08 feet along a curve to the left, whose long chord bears S. 07° 02' 50" W., 112.95 feet, whose radius is 665.00, and delta angle is 09° 44' 35" to a 5/8 inch rebar,  
Thence, S. 02° 10' 32" W., 174.77 feet to a 5/8 inch rebar,  
Thence, 283.15 feet along a curve to the right, whose long chord bears S. 28° 21' 37" W., 273.39 feet, whose radius is 309.78 feet and delta angle is 52° 22' 10" to a 5/8 inch rebar,  
Thence, 142.85 feet along a curve to the left, whose long chord bears S. 29° 44' 37" W., 138.43 feet, whose radius is 165.00, and delta angle is 49° 36' 12" to a 5/8 inch rebar,  
Thence, S. 04° 56' 31" W., 281.02 feet to a 5/8 inch rebar on the north boundary of Lot 1, Geving Estates as shown on the official plat thereof on file in Book 8 on Page 56 of Plats in the office of the Recorder of Valley County, Idaho,  
Thence, N. 88° 36' 00" W., 35.07 feet to a 5/8 inch rebar marking the north west corner of said Lot 1, Geving Estates,  
Thence, S. 03° 38' 59" W., 1,094.54 feet to a 5/8 inch rebar on the south boundary of said E½ of the NW¼,  
Thence, N. 89° 32' 13" W., 802.91 feet to a 5/8 inch rebar marking the CW 1/16 Corner of said Section 11,  
Thence, N. 00° 13' 22" E., 2,608.19 feet along the west boundary of said E½ of the NW¼ to a 5/8 inch rebar on the south boundary of East Lake Fork Road,  
Thence, S. 89° 31' 29" E., 50.00 feet along said south boundary to a 5/8 inch rebar,  
Thence, S. 00° 24' 35" W., 856.46 feet along the east boundary of Stewart Court to a 5/8 inch rebar,  
Thence, S. 89° 31' 21" E., 209.94 feet to a 5/8 inch rebar,  
Thence, N. 00° 20' 07" E., 417.14 feet to a 5/8 inch rebar,  
Thence, S. 88° 10' 12" E., 144.53 feet to a 5/8 inch rebar,  
Thence, N. 05° 54' 26" E., 224.66 feet to a 5/8 inch rebar,  
Thence, N. 11° 57' 33" E., 223.58 feet to a 5/8 inch rebar on the south boundary of East Lake Fork Road,  
Thence, S. 89° 31' 29" E., 30.00 feet along said south boundary to a 5/8 inch rebar,  
Thence, S. 12° 22' 57" W., 226.82 feet to a 5/8 inch rebar,  
Thence, S. 06° 10' 00" W., 221.49 feet to a 5/8 inch rebar,  
Thence, N. 46° 26' 22" E., 184.02 feet to a 5/8 inch rebar,  
Thence, S. 52° 09' 48" E., 93.96 feet to a 5/8 inch rebar,

Thence, N. 68° 48' 00" E., 67.75 feet to a 5/8 inch rebar,  
Thence, N. 29° 45' 00" E., 72.76 feet to a 5/8 inch rebar,  
Thence, N. 31° 53' 12" E., 331.54 feet to a 5/8 inch rebar on the south boundary of East Lake  
Fork Road,  
Thence, S. 00° 11' 50" W., 626.40 feet to a 5/8 inch rebar,  
Thence, S. 89° 31' 29" E., 155.40 feet to a 5/8 inch rebar,  
Thence, 54.79 feet along a curve to the right, whose long chord bears N. 09° 47' 00" E., 54.78  
feet, whose radius is 735.00 feet, and delta angle is 04° 16' 16" to a 5/8 inch rebar,  
Thence, N. 11° 55' 07" E., 98.44 feet to a 5/8 inch rebar,  
Thence, 178.13 feet along a curve to the right, whose long chord bears N. 27° 41' 16" E., 175.89  
feet, whose radius is 323.61 feet, and delta angle is 31° 32' 18" to a 5/8 inch rebar,  
Thence, 226.51 feet along a curve to the left, whose long chord bears N. 21° 49' 38" E., 221.17  
feet, whose radius is 300.00 feet, and delta angle is 43° 15' 35" to a 5/8 inch rebar,  
Thence, N. 00° 11' 50" E., 93.55 feet to a 5/8 inch rebar,  
Thence, 31.32 feet along a curve to the left, whose long chord bears N. 44° 39' 50" W., 28.22 feet,  
whose radius is 20.00 feet, and delta angle is 89° 43' 19" to a 5/8 inch rebar on the south  
boundary of East Lake Fork Road,  
Thence, S. 89° 31' 29" E., 89.90 feet to the Point of Beginning, containing 47.39 acres, more or  
less.



**EXHIBIT B**  
Septic Drainfield Locations



**FALCON POINT-SILVER HAWK**  
**EXHIBIT B**  
**ON SITE SEWER PLAN**

DESIGNED BY: DOC  
 CHECKED BY: SJM  
 VERSION No. V1-10/11/06  
 DRAWN BY: AV  
 SO PROJECT No.: 18860-01-00

NO.	DATE	REVISION DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

**Stanley Consultants inc.**  
 A Stanley Group Company  
 Engineering, Environmental  
 and Construction Services - Worldwide

1940 S. Borito Way, Ste. 140  
 Meriden, CT 03642  
 Ph: (203) 268-0573  
 Fax: (203) 268-0574