

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This declaration is made on this 10 day of June, 2008, by BLACK SWAN DEVELOPMENT, LLC., hereinafter Declarant, concerning the property hereinafter set forth in the County of Idaho, State of Idaho, hereinafter referred to as "said property" with individual parcels of said property referred to herein as "lot or lots" and designated as parcels or lots in Survey # 222 records of Idaho County, Idaho and recorded as Instrument Number 460486 records of Idaho County, Idaho, with said lots more particularly described and illustrated in the survey. The property covered by this declaration is described as follows:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

1. Subdividing. No Lot may be further subdivided.

2. Setback, Utilities, & Drives. All structures shall be set back a minimum of fifteen (15) feet from all Lot lines. Utility easements shall be retained for the benefit of all property covered by this declaration and all adjacent property owned by the Declarant on a strip of land ten (10) feet in width on all Lot lines. All Lots shall have no more than one (1) access driveway. Nothing contained in this declaration shall prohibit the construction of fences on Lot lines, with the exception that no fences will be constructed on any area subject to a road easement.

3. Residential Use. Lots shall be used exclusively for single-family residential, or private recreational purposes. No Lot may be used to operate any commercial enterprise on or from the Lot, provided, however, that "cottage", "in home" or "internet" business may be conducted there for so long as a) the activity is incidental to use of the Lot as a single family residence; and b) the activity does not unreasonably increase the traffic, noise, dust or other potentially offensive conditions as a result of the activity, and c) No signs or other display advertising is used, and d) the activity does not otherwise adversely affect the aesthetics and appearance of the Lot or other Lots benefited by these covenants.

4. Private Recreational Use. For the purpose of recreational use, each Lot may contain one concrete pad with pole barn to park one recreational vehicle that can be used by Lot owner or guests for a period not to exceed 5 months. Pole barn construction may not exceed twenty-six (26) feet in height and must be constructed of quality materials compatible with the surrounding development. Common RV hookups are permitted at Lot owners expense. No skirting of RV is permitted.

5. Buildings. No Lot shall be improved except with one (1) single-family residential dwelling and accessory buildings and structures. The dwelling shall contain no less than one thousand square feet (1000 sq. ft.) of heated enclosed floor living area, exclusive of the garage floor area and porch areas. Finished outside siding shall not include plywood, T-111 siding or similar panel material. No metal exterior wall siding shall be permitted. All roofing and siding materials shall be of non-reflective colors

Instrument # 460486
IDAHO COUNTY, IDAHO,
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Recorded for: KEVIN BENNETT FORREST CHG
ROSE E. GEHRING Fee: 15.00
Ex-Officio Recorder Deputy

consistent with the general aesthetics of comparable single family dwellings located on property. No building shall be more than two (2) stories in height. Construction on all residential dwelling units on Lots shall be completed within one (1) year from the date construction is initiated. No mobile homes, trailers, manufactured homes, or modular homes shall be permitted to be placed on said property for the purpose of occupancy upon said site.

6. Storage sheds and Out Buildings. Storage sheds and out buildings that are constructed and/or placed on any Lot shall be complementary of the construction materials of the main residence and all roofing and siding materials shall be consistent with the general aesthetics of comparable single family dwellings located on the property. No more than two (2) out buildings shall be permitted on any one Lot with the exception that two (2) more additional structures of no more than 100 square feet of area. may be constructed for the purpose of animal shelters and/or a pump house.

7. Motor Vehicles. No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot with the exception that non-commercial repair and reconstruction may be undertaken in an enclosed structure. No inoperable vehicle may be stored or parked on any such Lot; provided, however, that the provisions of this Section shall not apply to:

a. Vehicles parked in garages on Lots or parcels.

8. Maintenance. Each Owner of a Lot shall maintain all improvements and landscaping thereon in good and sufficient repair and shall keep the improvements thereon in good and sufficient repair and shall keep the improvements thereon painted, stained, lawns cut, shrubbery trimmed, rubbish and debris removed and otherwise maintain the same in a neat and aesthetically pleasing condition.

9. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive illumination.

10. Fencing. All animals, other than common household pets, kept by a Lot Owner must be fenced within the boundaries of the Lot. All fencing along Lot boundaries must match the same three rail fencing as currently installed along the road and east boundary of the subdivision.

11. Pets and Domestic Animals. Pets shall be maintained on any Lot or parcel. No domestic pet shall be allowed to make an unreasonable amount of noise or to become a nuisance, or run loose. with no baying hounds to be maintained on the property. Horses, mules and lamas are allowed as long as properly maintained in healthy sanitary conditions. No accumulation of animal waste shall be permitted to create obnoxious odors.

12. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot or parcel. No odors or loud noises, unsanitary, unsightly, or offensive activity detrimental to property in vicinity shall be permitted. General contractors, their employees hired by owners, are permitted to work on a residence Lot only between the hours of 6 a.m. and 8 p.m. Quiet work such as painting is permitted outside those hours so long as the work produces no noise detectable by owners of other Lots.

13. Duty to Manage and Care for Roads. The Lot Owners 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. Lot Owners that utilize all non public, common easement and access roads within the property, shall manage, operate, care for, repair and maintain the same.

14. Septic Systems/Sewer Hookup. No septic systems shall be placed on the property. The property shall be served by sewer services provided by Elk City Water and Sewer Association. All hookups to sewer services shall comply with all federal, state and Elk City Water and Sewer Association regulations.

15. Term; Method Of Termination. This declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force or effect for a term of one (100) years from March ____, 2008 (which term expires March ____, 2108). From and after said date, this declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this declaration by ninety percent (90%) of the Lot Owners, at an election held for such purpose within six (6) months prior to the expiration of the initial effective period hereof or any ten (10) year extension. The declaration may be terminated at any time by ninety percent (90%) of the Lot Owners in favor of termination at an election held for such purpose. If the necessary votes and consents are obtained, the Lot Owners shall cause to be recorded with the County Recorder of Idaho County, Idaho, a Certificate of Termination, duly signed by the Lot Owners, with their signatures acknowledged. Thereupon these covenants shall have no further force or effect.

16. Amendments. Until such time as the undersigned executes an assignment of the right to modify these covenants, these covenants may only be amended, altered, changed or modified, including increasing or decreasing the burdens herein, by the undersigned. If the undersigned executes an assignment of the right to modify to the Lot Owners, and only upon the occurrence of such assignment, these covenants may be then amended, altered changed or modified, including increasing or decreasing the burdens contained herein, by a vote of 60% of the owners of the parcels covered by said covenants with each parcel designated one vote per parcel. Any amendment pursuant to this Section shall be recorded with the County Recorder of Idaho County, Idaho, along with a Certificate of Amendment, duly signed and acknowledged. The Certificate of Amendment shall set forth in full the amendment adopted.

17. Enforcement. These covenants shall continue for one (100) years from the date of the last subscription hereto. These covenants are to run with the land and shall be binding upon all the parties and persons claiming unto them for a period of, as aforesaid, one (100) years. The undersigned or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, easements, restrictions, reservations, liens and charges now or hereafter imposed by the provisions hereof. Failure by the undersigned or by any Lot Owner to enforce any covenant, condition, easement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In exercising this power, the undersigned and any Lot Owner shall have the right to engage the services of attorneys and to recover costs and attorneys fees in a reasonable amount as part of any settlement or judgment obtained. Such attorney's fees shall become a lien on the lot of the owner that has violated the terms hereof.

The undersigned or any Lot Owner shall be entitled to bring an action in equity for injunctive relief to enforce the covenants and restrictions contained herein without the necessity of posting a bond. The undersigned or any Lot Owner may, by contract or other Agreement, enforce ordinances and other applicable laws or permit the authorities of the applicable jurisdiction to enforce the same with regard to the properties subjected hereto for the benefit of the Lot Owners. In addition to any other remedies as provided for herein, the undersigned or any Lot Owner, acting on behalf of the Lot Owners, or its duly authorized agent, shall have the power to enter upon any Lot Owner's property or any portion of the common property to remove or abate any condition upon any Lot in violation of hereof, using such force as may be reasonably necessary. Unless an emergency situation exists, the party exercising said power shall give the violating Lot Owner ten (10) days written notice of its intent to exercise such self-help. All costs of self-help, including reasonable attorneys' fees, court costs, or arbitration costs, shall be assessed against the violating Lot Owner and shall become a lien on the lot of the owner that has violated the terms hereof.

18. Miscellaneous.

- a. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.
- b. References To The Covenants In Deeds. Deeds to and instruments affecting any Lot or parcel may contain the covenants herein set forth by reference to this declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-owner or other person claiming through any instrument and his heirs, executors, administrators, successors and assigns.
- c. Gender And Number. Wherever the context of this declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

d. Captions And Titles. All captions, titles or headings of the Articles and Sections in this declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

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

BLACK SWAN DEVELOPMENT, LLC.
By: KEVIN C. TOMLINSON
Authorized Agent

STATE OF IDAHO)

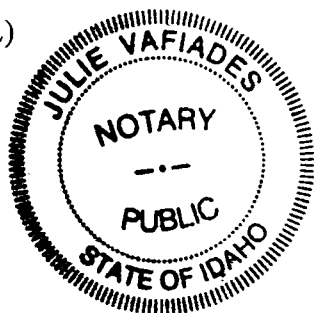
ss.

County of Idaho)

On this 14 day of Apr. 1, 2008, before me, Julie Vafiades, a Notary for the said County and State, personally appeared KEVIN C. TOMLINSON, authorized agent for BLACK SWAN DEVELOPMENT, LLC., an Idaho Limited Liability Company, known or identified to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he freely executed the same and that the statements therein contained are true.

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

(NOTARY SEAL)



Julie Vafiades
Notary Public for State of Idaho,
Residing at Grangeville, therein.
My commission expires on
11-1-11