

AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
ROBIE SPRINGS SUBDIVISION

Boise County, Idaho

**Instrument # 283065**

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**THIS DECLARATION** is made as of the 24 day of May 2023, by Lonnie and Hailey McDonough, and any successor or assignee of Lonnie and Hailey McDonough under an instrument specifically designating such successor or assign as a successor or assignee under this Declaration; hereinafter referred to as "Declarant."

### **RECITALS**

A. The Robie Springs Subdivision consists of the following real property, all of which are subject to certain protective covenants, conditions, and restrictions:

Lots 1-10 and 11 through 19, Block 1, of Robie Springs Subdivision, the plat of which was originally recorded as Instrument No. 167439, Official Records Boise, County, Idaho and as amended by that certain Amended Plat of Robie Springs Subdivision recorded as part of Instrument No. 205371, Official Records of Boise, County, Idaho.

B. Declarant is the owner of Lots 11, 12, 13, 14, 16, 17, and 18 in the Subdivision and is the successor in interest to the prior Declarant in the original CCRs and amendments.

C. Declarant desires to amend and restate certain protective covenants, conditions, restrictions, reservations, easements, liens and charges for the benefit of Subject Property and all present and subsequent owners thereof, and all conveyances of Subject Property or any part thereof shall be subject to this Declaration.

D. At least 66 2/3% of eligible votes having voted in favor of amending and restating these covenants, conditions, and restrictions, as attested to by the Declarant. A waiver of notice of meeting and approval of Amended and Restated Conditions, Covenants and Restrictions is attached hereto.

## COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, Declarant hereby imposes upon Subject Property the following easements, conditions, covenants, restrictions and reservations which shall run with Subject Property and be binding upon all parties now or hereafter having any right, title or interest therein or to any part thereof, and shall inure to the benefit of each owner thereof.

### **ARTICLE I** **DEFINITIONS**

1.0 The following terms shall have the following meanings:

1.1 "Association" shall mean and refer to Robie Springs Subdivision Homeowners' Association Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

1.2 "Subject Property" shall mean the property defined as Subject Property in the Recitals above.

1.3 "Common Area" shall mean all real property or any interest therein, including any easements, and all improvements thereon owned by the Association for the common use and enjoyment by the Owners. Streets platted in the subdivision are private and are considered Common Area.

1.4 "Lots" shall mean and refer to those plots or tracts of land comprising Subject Property.

1.5 "Owner" shall mean and refer to the record owner of fee simple title to any Lot comprising Subject Property excluding those record owners having title merely for security for the performance of an obligation.

1.6 "Declaration" shall mean this Declaration.

1.7 "Dwelling Unit" shall mean that portion or part of any structure intended to be occupied as a single-family dwelling unit, together with the vehicular parking garage next to such dwelling unit and all projections therefrom.

1.8 "Mortgage" shall mean any mortgage, deed of trust or other security instrument by which a Lot is encumbered.

1.9 "Mortgagee" shall mean any person or the successor to any person named as the mortgagee, beneficiary, or creditor under a mortgage.

1.10 "First Mortgage" shall mean any Mortgage possessing or holding a lien on a Lot or any part thereof prior to any other Mortgage.

1.11 "First Mortgagee" means a Mortgagee who holds a First Mortgage.

1.12 "Building" includes any Dwelling Unit, house, guest house, garage, or any other partially or fully enclosed building, shed, or other structure, consisting of one or more walls or roof. A building includes barns, sheds, roof shelters, animal enclosures, etc. which have a partial or full roof impervious to water in whole or in part, and similar structures.

1.13 "Plat" shall mean and refer to that certain plat and amended plat of Robie Springs Subdivision recorded in the Boise County Recorder's office, which plat covers and subdivides all of Subject Property.

1.14 "Improved Lot" shall be any Lot upon which a permanent, habitable structure is completed, in construction or for which a building permit has been obtained.

1.15 "Unimproved Lot" shall be any Lot upon which no permanent, habitable structure has been completed, is in construction or for which no building permit has been obtained.

1.16 "Building Envelope" shall mean each Lot shall have an area of land designated within which construction of one single family residence, allowed related amenities, and disturbance of existing native terrain can occur.

1.17 "Native Zone" shall mean that area within the Lot boundaries that is outside

of the designated "Building Envelope" that is to remain undisturbed unless otherwise specified by the Declarant.

1.18 "Association Rules" shall mean those rules related to use and enjoyment of the property promulgated by the Declarant and/or the Association, and as amended from time to time thereby.

1.19 "Outbuildings or Accessory Structures" shall mean buildings such as a shed, barn, or garage/shop on the same property but separate from the main residence/house. Huts, lean-to's, shacks, and hovels are not considered "outbuildings or accessory structures". Outbuildings or Accessory structures will meet the requirements and guidelines of the Design Guidelines.

## **ARTICLE II. PROPERTY RIGHTS**

2.1 Enjoyment of Common Area. Each Owner shall have a right and easement of enjoyment in and to the Common Area for the purposes authorized under this Declaration, which easement shall be appurtenant to and pass with title to every Lot. Such rights shall be subject to:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency provided, however, that except as to the Association's grant of easement for utilities or similar related purposes, no part of the Common Area facilities may be alienated, released, transferred or conveyed without the written approval of all First Mortgagees and by two-thirds (66-2/3%) vote of the members of the Association entitled to cast votes.

(b) The right of the Board of Directors of the Association to promulgate reasonable rules and regulations governing such right of use.

2.2 Delegation of Use. Any Owner may delegate in accordance with rules and regulations adopted from time to time by the Association his right of enjoyment to Common Areas

and facilities to any member of his family residing with him on Subject Property, his tenants, or contract purchasers, provided all such persons reside on Subject Property. Guests of such persons may use Common Area facilities only if they are physically accompanied by an Owner or a member of the Owner's family residing on Subject Property, or if such guests are using the Common Areas for ingress and egress to an Owner's property.

**ARTICLE III**  
**ASSOCIATION MEMBERSHIP**

3.1 Membership. Each Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership shall be the sole qualification for membership and shall automatically commence when a person becomes such Owner and shall automatically terminate when such ownership is conveyed or transferred. There shall be only one membership for each Lot and if there are multiple Owners of a Lot, the Owners shall, by written instrument filed with the Association, designate the individual entitled to exercise the privileges of membership.

**ARTICLE IV**  
**VOTING RIGHTS**

4.1 Members. The Association shall have three classes of voting membership.

"Class A1": Class A1 Members shall be all Owners (with the exception of Declarant) that own an Unimproved Lot and shall be entitled to one vote for each Lot owned except that Lots 1, 3, 5 and 8 shall have no votes.

"Class A2": Class A2 Members shall be all Owners (with the exception of Declarant) that own an Improved Lot and shall be entitled to two votes for each Lot owned.

"Class B": Class B Members shall be the Declarant and shall be entitled to three votes for each Lot owned. Class B Membership shall cease and be converted to Class A1 or A2 Membership (depending upon whether the Lot is improved or unimproved) on the happening of



either of the following events, whichever occurs first:

- (a) When there are at least seven (7) Members, including Declarant; or
- (b) On December 31, 2030.

4.2 Forfeiture of Voting Rights. Voting rights of any Member shall be forfeit if Owner's Assessment account is delinquent, or any lien of the Association against the Owner's Lot is outstanding. Such voting right shall not be restored until said account is current and any lien satisfied. If an Owner owns more than one Lot, all voting rights of such Owner shall be suspended if ANY Lot owned by such Owner has a delinquent assessment account or there is any outstanding lien.

## **ARTICLE V ASSESSMENTS**

5.1 Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of the deed therefor (whether or not it shall be so expressed in such deed) is deemed to covenant and agree to pay to the Association:

- (a) Regular annual and other regular periodic assessments or charges e.g., transfer fees; and
- (b) Special assessments for capital improvements as provided herein.

Regular and Special Assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, plus interest compounded from the date of demand for payment at the rate of eighteen (18%) per cent per annum, including costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner at the time when the assessment fell due. The lien may be foreclosed in the manner for foreclosure of mortgages in the State of Idaho. The obligation shall remain a lien on the Lot until paid or foreclosed but shall not be a personal obligation of successors-in-title, unless expressly assumed. In such event, the

personal obligation of the prior owner shall not be extinguished by such foreclosure sale.

5.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of Subject Property and Common Area and improving the property values of property within Subject Property. Such services shall include the management, maintenance and improvement of Common Areas, including without limitation the operation, maintenance, snow removal, repair and improvement of private roads, maintenance or provision of lighting, obtaining and paying for insurance upon Common Areas and activities of the Association, and all other costs and expenses reasonably necessary to carry out the objectives and purposes of the Association including the funding of Reserve and Contingency Accounts.

5.3 Special Assessment for Capital Improvements. In addition to regular assessments the Association may levy a Special Assessment, applicable only to the year in which levied (but subject to renewal in subsequent years as provided herein), for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of the capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been approved Board of Directors.

5.4 Notice for Special Assessment. Written notice of any meeting called for the purpose of making a Special Assessment shall be sent to all Association members not less than ten (10) days in advance of such meeting. Such notice shall specifically indicate that a Special Assessment is to be considered at such meeting.

5.5 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed in an equal amount for each Lot and may be collected on a monthly basis. All Annual and Special Assessments shall equally apply to all lots notwithstanding Lot Owner's use or non-use of Common Area facilities, and no special rate or reduction in assessment rate shall be allowed because any Lot is unimproved or does not have a Dwelling Unit thereon. No assessment shall be

reduced or modified because the owner of such Lot or Lots does not utilize Common Area facilities.

5.6 Date of Commencement of Annual Assessments; Due Dates. Annual assessments shall commence at such time as the Board of Directors of the Association shall fix. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year and that will become the start of the fiscal year for the Association. The Board of Directors shall fix the amount of the Annual Assessment against each lot at thirty (30) days in advance of each Annual Assessment based upon the fiscal year, but failure to do so shall not void any assessment later made. Written notice of the Annual Assessment shall be given to each owner if the assessment is changed from the previous year. The Association shall, upon request and reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether assessments on a specified Lot have been paid, which certificate shall be binding on the Association if signed by an officer authorized to execute the same.

5.7 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within twenty five (25) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the Lot or Lots of the Owner. No Owner may waive or escape personal liability for assessments by non-use of the Common Area, abandonment of the Lot, or waiver of lien by reason of foreclosure.

5.8 Personal Liability of Member. The amount of any assessment, charge, fine, or penalty payable by a Member shall be a joint and several personal obligations to the Association of the persons or entities who constitute the Member at the time the account was payable, their heirs, personal representatives, successors and assigns and may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any lien securing the same.

5.9 Subordination to the Lien of Mortgage. The lien of assessments provided

for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien; but the sale or transfer of any Lot pursuant to a Mortgage foreclosure, if the Mortgage is held by any person other than a prior Owner of the Lot, shall extinguish the lien of such assessments as to payments which have become due prior to such sale or transfer.

5.10 Exemption to Assessments. Any unimproved Lot or Lots originally owned by the "Declarant" and/or "Developer," their heirs, successors, and assigns, shall not be liable for any Assessments levied by the Association until such Lot or Lots is improved or are sold to a Third Party Owner. Also exempt from any Assessments by the Association are those Lots designated "Non-Residential" namely Lots 1, 3, 5 and 8 and any other future Lots designated as "Common Areas."

5.11 Fees/Fines. Association Fees and fines such as operational (property transfers, lot combinations, returned checks, mailbox keys), maintenance fees, and fines/penalties shall be due upon receipt and shall be delinquent if the fee is not received within twenty-five (25) days after the due date, regardless of the postmark, and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the member personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such fees. No member may waive or otherwise escape liability for the fees provided for herein by nonuse of the Association property or abandonment of the member's lot. Association fees will be set on a fiscal year annual basis and sent to all owners.

- (a) Transfer Fees. Upon the transfer or sale of any Lot, a transfer fee ("Transfer Fee") set in the Notice of Annual Assessments and Fees will be levied. A Transfer fee will be charged on sales in the event of a third party sale if the transfer is without consideration. Interspousal transfers and

transfers to a corporation or limited liability company wholly owned by the Lot Owner(s) shall be exempt from a transfer fee.

## **ARTICLE VI EASEMENTS**

6.1 Future Easements. The Association shall have the future right to provide for such easements across, upon and under the surface of the Common Area that may be reasonably necessary to serve the interests and convenience of the property owners of this subdivision for public or private ways, public utilities (including cable television), facilities for the drainage, access, and other uses.

6.2 Easement for Condition of Existing Private Road. An easement, which shall be a Common Area facility and interest of the Association, is hereby created and dedicated in the location shown on the Plat as private road, and access for such maintenance as may be required to allow and permit the use of such easement as a Common Area facility shall be performed by the Association.

6.3 Easement for Maintenance. The Association shall have a permanent easement to go upon the privately-owned property of owners in the subdivision to perform maintenance required for utilities, drainage systems, and other rights of the Association created under this Declaration, including the right to clear and remove trees, brush, branches, and other obstructions which may interfere with the use, occupation or enjoyment of the easements created hereunder.

## **ARTICLE VII MAINTENANCE RESPONSIBILITIES**

7.1 Responsibilities. All Property, including the Common Areas, and all improvements on any Property shall be kept and maintained by the Owner thereof in clean, safe, attractive and sightly condition and in good repair. The Association shall provide maintenance of

the Common Areas, including but not limited to snow removal, grading, and other maintenance and repairs, etc. to the Private-Common Roads within the Subdivision; watering, trimming and pruning, etc. of plants, trees and shrubs existing thereon or to be provided; and maintenance and repair of other improvements thereon. Common Areas shall be so maintained by the Association notwithstanding the fact that the Common Area may not have been conveyed to the Association by the Declarant. Each Owner shall be responsible for any damage caused by persons residing, or a guest, in the Dwelling unit of such owner, or authorized or allowed by such owner to use Common Area facilities. The Association shall be responsible for the noxious or other weed control on the Subject Property, including Common Areas.

**ARTICLE VIII**  
**PROPERTY USE RESTRICTIONS**

8.1 Restrictions. The following restrictions shall be applicable to Subject Property and shall be for the benefit of and limitation upon all present and future owners of Lots, or any interest therein, and the Association, which is hereby empowered, in addition to each owner, to enforce the same:

(a) Lot Use. No Lot shall be used except for single-family residential purposes with the exception of Lots 1, 3, 5, & 8 which shall be used for non-residential purposes such as storage buildings. Any improvement on any Lot, whether residential or non-residential are subject to the CCR Design Guidelines and must be approved in writing by the Architectural Committee.

(b) Further Subdivision. No Lot may be further subdivided.

(c) Combining Parcels. Two or more adjoining Lots, which are under the same ownership, may be combined and developed as one parcel. Setback lines along the common boundary line of the combined parcels may be deemed removed if the written consent the Board

and Architectural Committee is obtained. Easements created by the Declarant along the common boundary line of the combined parcels may be changed without the consent of any person entitled to use thereof if the written consent of the Association is obtained, and if alternate easements, if required, be granted or created by the owner of the combined parcels. The combined parcels shall thereafter be deemed one parcel (or Lot) and shall not thereafter be split (resubdivided) and developed as two individual parcels, whether or not approved by the appropriate Health Authority and/or the Boise County Commissioners.

(d) Animals. No grazing animals or livestock, e.g., horses, pigs, cattle, llamas, sheep, goats, etc. shall be permitted. Only the following domestic and other animals shall be allowed on improved lots only:

- Chickens, and
- Domestic animals, e.g. dogs, cats and similar ordinary domestic animals which are kept only as household pets.
- Domestic pets shall not be allowed to run free, except when accompanied and in the control of a person responsible for their well-being.
- In no event may animals, birds, insects, or livestock, etc. be kept on any Lot as a part of a commercial farming operation, or for commercial livestock raising purposes.
- Domestic / Household pet use shall be ancillary or incidental to use of each improved Lot as a single-family residence.
- All animals shall be kept properly contained within a fenced or controlled enclosures reasonable and appropriate for the particular animal except for those times when domestic animals are accompanied per above.
- Enclosures for animals shall:
  - Not exceed one (1)-10' x 10' x 6' high or up to 100 square feet enclosure per improved Lot for chickens.

- Not exceed one (1)-10' x 10' x 6' high or up to 100 square feet enclosure per improved Lot for domestic animals; and
- Each enclosure must be approved through the Architectural Committee, not visible from the road or adjoining lots, and meet the CC&R Design Guidelines.
- Each member is only allowed no more than six (6) female chickens per improved lot. No roosters (males) are allowed.

(e) Garbage, Refuse and Animal Waste Disposal. All garbage, refuse and animal waste shall be properly and promptly temporarily stored in sealed containers, and appropriately removed off-premises from each Lot so as to prevent unsightliness, or unnecessary or unreasonable odors, and permanently disposed of at an approved off-site waste disposal site.

(f) Open Fires. No open fires shall be lighted or permitted on any residential Lot except in a contained barbecue unit while attended and in use for cooking purposes; or within a properly designed exterior fireplace. Standalone Propane fire pits are allowed, and wood burning equipped with a screen at the chimney cap to prevent flying brands and or embers. All permanent fire pits must follow the Architectural control committee process and design guidelines.

(g) Fire Protection. The International Urban-Wildlands Interface Fire Code as the Association determines are applicable to Robie Springs Subdivision; or such other alternate methods or materials as may be listed in the Design Guidelines, or as may be proposed by a member and approved by the Board and Architectural Committee, to provide protection comparable to the International Urban-Wildlands Interface Fire Code. The Board shall have the authority to create a separate Fire Wise Committee to act as a subcommittee of the Board, for the purpose of adopting and enforcing such fire protection measures.

(h) Hunting and Shooting. No hunting, trapping, or killing of wild game and fowl shall be allowed on the Subject Property. No firearms shall be discharged within the bounds of the subdivision.

(i) Equipment/Vehicle Storage. All automobiles, equipment, motor homes,



trailers, boats, campers, recreational vehicles, and other mobile equipment, trailers, implements, heavy equipment, and vehicles of all kinds or natures shall be placed in fully enclosed garages or storage buildings. No commercial vehicles, trucks with a capacity in excess of one (1) ton, or vehicles described above shall be parked or stored overnight upon any Lot or Common Area, within the subdivision, (temporary exception shall be made for vehicles during construction of improvements on Lot, and then for a period not to exceed one year). No inoperable vehicles and/or equipment shall be parked or stored in the open on any Lot, on any Common Area, or private drive, and all such vehicles shall be parked or concealed in fully enclosed garage or storage building.

(j) Use of Outbuildings or Vehicles as Residence. No truck, truck camper, recreational vehicle, tent, garage, barn, tiny home, shack or other outbuilding or vehicle shall at any time be used as a residence, temporary residence or living place on any part of Subject Property, except temporarily during construction of improvements on a Lot, upon written approval from the Board, and then for a period not to exceed one (1) year. This subparagraph shall not apply to one (1) permanent guest house (dwelling without kitchen facilities) per Lot.

(k) Nuisance. No noxious, offensive, or unsightly conditions shall be permitted upon any part of any Lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.

(l) Antennae. No free standing antenna masts or towers shall be permitted. Antennae shall be fastened to buildings or chimneys and shall not extend more than six feet above roof or chimney. Per Lot, not more than one (1) conventional TV antenna shall be installed, and it shall not be greater than two (2'-0") feet in width; and one (1) additional "mini-dish" satellite TV antenna, not larger than 24" in diameter shall be allowed. Large short wave band antennae shall not be allowed.

(m) Exterior Lighting. No light shall be emitted from any Property which is unreasonably bright or glaring. Overhead lighting fixtures shall be shielded and shall have either

incandescent, quartz, or high pressure sodium light source, mercury vapor lights shall not be allowed. All exterior fixtures shall be approved in writing by the Architectural Committee prior to installation.

(n) Signage. No signs or advertising devices of any nature shall be erected or maintained on any Residential Lot except as necessary to identify ownership of the property and its address. Written approval must be obtained from the Architectural Committee prior to the installation to ensure conformity to the standard signage regulations of the Board, and to govern placement as directed by the Architectural Committee. Exception is granted for temporary real estate sales signs of nominal size, not to exceed 24" x 24". Street signs will be provided by the Association.

(o) Mining and drilling. No Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stone, gravel, or earth.

(p) Leasing Restrictions. Any lease allowing temporary occupancy or residence in any Dwelling Unit, or use of any portion of any Lot within Subject Property, shall be subject in all respects to this Declaration. and the Rules and Regulations of the Subdivision and shall be subject to the following:

- (1) Rentals for periods of less than thirty (30) consecutive days shall not be allowed.
- (2) Rentals for periods of less than 45 days shall be considered "Short Term Rentals".
- (3) No more than three (3) Short Term Rentals shall be allowed in any calendar year.
- (4) Renters must be pre-approved by the Association, and shall, at the sole discretion of the Association, be subject to background and criminal history

checks. The Association may refuse approval of any renter for good cause.

(q) Restrictions on Recreational Vehicles. No ATV, snow mobile or other motorized recreational vehicle shall be operated within the Subdivision except for ingress and egress, or as may otherwise be specifically permitted, limited, or disallowed by the Rule and Regulations of the Subdivision. Any use of any vehicle, including recreational vehicles, that in any way unreasonably disturbs the quiet and peaceful enjoyment of any lot owner shall be prohibited, including vehicles making excessive noise or exhaust and/or vehicles being operated at times that disturb other Lot Owners.

- Snowmobiles, motorcycles, go-carts, 4-wheelers, ATV's and UTV's shall have operational mufflers affixed and such vehicles shall be used upon the property strictly for transportation purpose only; and "joyriding" or recreational use of such vehicles is strictly prohibited.

## **ARTICLE IX** **ARCHITECTURAL COMMITTEE**

9.1 Architectural Committee Members: The Architectural Committee shall consist of the President of the Robie Springs Homeowner's Association until 2/3 of the Lots have been improved with single-family dwellings. After that time, the Architectural Control Committee shall consist of up to three (3) but not less than (2) members. Members of the Architectural Committee shall be appointed by and shall serve at the pleasure of the Board of Directors.

9.2 Action by Architectural Committee: The vote or written consent of a majority of members shall constitute action of the Architectural Committee. Verbal communications from an Architectural Committee member are not considered binding. Any action taken by the Architectural Committee shall be communicated to the member in writing.

9.3 Limitation on Liability: Neither the Architectural Committee nor any member thereof, nor the Association nor any Director, Officer, or member thereof, nor any agent

or employee of the foregoing shall be liable to any party for any action or for failure to act under pursuant to or with respect to any provision of this Declaration provided only that the person or entity sought to be charged with any liability shall have proceeded in good faith and without malice.

**ARTICLE X**  
**BUILDING AND USE RESTRICTIONS**

10.1 Building Setbacks. No Building shall be erected, placed or permitted to remain on any Lot in a location closer than: (a) 10 feet from any Lot sideline; (b) 20 feet from the front Lot line; (c) 10 feet from any rear Lot line; or one (1) foot from any utility, drainage, or road right-of-way easement; whichever dimension shall be the most restrictive shall govern. Each Lot shall have a specific Plat exhibit which will clearly define the setbacks and easements of record. In addition, each Lot shall have a clearly defined “Building Envelope” which shall govern the parameters of all improvements which shall be contained within an Envelope with the possible exception of accessibility for a private access driveway.

10.2 Manufactured Homes. No “mobile” home/structures or travel trailers of any type shall be allowed as living quarters or for storage, on a permanent basis (not even if assessed as an improvement to real property rather than moveable personal property). No “manufactured,” prefabricated home, trailer, “modular” home, or other pre-built or pre-manufactured home/structures shall be allowed on any Lot, though pre-manufactured small storage buildings and sheds may be used upon approval of the Board and Architectural Committee.

10.3 Dwelling Unit Size. No Dwelling Unit shall be constructed or placed on any Lot containing a total floor area on all floors intended and suitable for use as living area, not including a garage, of less than 1,800 square feet measured from the outside of the exterior walls, or in the case of a multi-level dwelling, a minimum ground floor area (footprint) of 1,000 square feet. In computing floor area, basement space or any floor with a finished elevation more than three feet below the natural contour of the surrounding area shall not be included. No Building

shall exceed three stories or 40 feet in height unless approved by the Architectural Committee. In granting or withholding such approval the Architectural Committee shall consider the adverse effect of height on other properties within the subdivision and such other facts as may be reasonable.

10.4 Construction of Buildings. All construction work on Dwelling Units shall be diligently and continuously pursued and shall be completed within eighteen (18) months from the date Building Permit was issued, unless prevented by weather, acts of God, strikes, material shortages, or other causes beyond the reasonable control of the Owner (not including financial causes).

10.5 Outbuildings and/or Accessory Structures. Outbuildings, separate garages, barns, and shelters may be constructed only simultaneously with or after a Dwelling Unit has been constructed on the Owner's Lot. All such buildings shall be constructed only after approval thereof by the Architectural Committee. All outbuildings shall be constructed of similar or compatible exterior materials with the Dwelling Unit so as to be aesthetically compatible therewith.

10.6 Fences. "Lot line" fences, landscaping, etc. shall not be allowed to demark property lines, and basically the use of fences is not allowed except in the case of pet enclosures and swimming pool enclosures, if required by law. The type, height and location of fences, walls, hedges, trees, landscaping, screening, and other substantial structures or improvements shall be constructed or installed only with the prior written approval of the Board and/or Architectural Committee and shall be designed and installed so as not to unreasonably interfere with the use and enjoyment of neighboring lots. No permitted fence shall be taller than six feet in height.

10.7 Sewer and Domestic Water. All sewage disposal for Dwelling Units and other buildings within the subdivision shall be by individual septic system, which shall be installed in accordance with all requirements of all governmental bodies having jurisdiction thereof. All bathroom, sink and toilet facilities shall be located within the Dwelling Unit. The location of all drain fields and septic tanks shall be approved by the Board of Directors and/or Architectural

Committee of the Association, and all such facilities shall be located within areas designated by the Central District Health Department and installed according to all governing sanitary restriction requirements. All domestic water shall be supplied from an individual well drilled within the exterior boundaries of the Lot or Well Sharing Association approved by the Board, and each well shall comply with all appropriate governmental regulations, restrictions and requirements.

10.8 Roads. All streets, roads and drives within development, including emergency access roads shall be private unless dedicated to the County or other governmental entity, in whole or in part, by a written declaration by Declarant and accepted by the County or other governmental entity. The Association shall be solely responsible for the year-round maintenance, repair, or upkeep of any such roads unless, and to the extent, such responsibility is accepted in writing in whole or in part accepted by the County or other governmental entity. The use of such roads, streets, and other access shall be used only by members of said Association, and their guests, and other individuals authorized by the Association's Board of Directors. Any sums paid for easements along or across said roads shall be paid to the Association. All record owners of the lots must comply with all regulations, rules and bylaws authorized by the Board of Directors.

10.9 Underground Utilities. All service entry from Idaho Power system to residence shall be underground. All telephone service from telephone company system to residence shall be underground. In the event that cable television or other cable facilities are made available to residents, installation shall be underground.

10.10 Swimming Pools. No temporary or permanent above ground swimming pools shall be allowed. This Declaration does not specifically require fences for permanent swimming pools, but governing ordinances and regulations should be consulted for requirements.

10.11 Roofs. The use of tile, concrete tile, asphalt shingle and similar non-combustible materials is required. Type and colors are required to be approved by the Board and/or Architectural Committee.

10.12 Fuel Tanks. Bulk propane gas fuel tanks shall be allowed if they are of the direct underground burial type, buried below the natural grade or installed in an earth berm, to the depth of the filler cap.

10.13 Non-Allowed Uses/Activities. It is the intention that the subdivision will be a community of single-family residences. Commercial activities such as daily/weekly rental properties, “Bed & Breakfast” establishments, in-home/at-home commercial uses such as Beauty/Barber, Welding, Carpenter, Auto Body, etc. Shops shall not be allowed. Also, other commercial activities such as retail stores, sawmills, salvage yards, worm raising, greenhouse production, etc. shall not be allowed.

10.14 Permitted Uses/Activities, Residential Lots. In-home/at-home facilities for professional activities such as architects, designers, engineers, computer programmers, web-site servers, home recordings studios, model homes, developer/real estate offices, etc. will be permitted by written permission from the Board in areas designated as Single-Family Lots 2, 4, 6, 7, 9, and 10, thru and including 19. Such uses shall be considered a privilege, and as such may be permitted to continue as long as such use does not, in the opinion of the Board, constitute a nuisance, or cause a hardship on other residents of the subdivision. Excessive non-residential vehicular traffic, lack of adequate off-street parking, unreasonably loud or annoying sounds, etc. shall be just reason for such permission to be revoked upon written notice from the Board. Such permission shall not be unreasonably withheld or revoked.

10.15 Permitted Uses/Activities, Non-Residential Lots. Storage units, Garages, etc. shall be allowed on the Non-Residential Lots designated as Lots 1, 3, 5, and 8 with Board and Architectural Committee written approval. Signage, in conformance to the Board standards, approved by the Architectural Committee in writing, shall be allowed.

10.16 Recreational Use by Non-Owners. Recreational use, including but not limited to ATV’s, off road vehicles, fires, gatherings, parking, camping, etc. by non-owner members is prohibited unless approved in writing by HOA board per occurrence. Any such

permitted use shall comply with the Association Rules and the Owner inviting such non-owner user shall be fully responsible, including for the payment of fines, incurred by such non-owner users.

10.17 On-Street Parking Prohibited. No on street parking is allowed on community roads unless approved in writing by the HOA board.

10.18 Association Rules. The Association shall promulgate rules regulating the use of the Lots to which each Owner and any invitee or guest of an Owner shall comply. Violations of rules may result in fines to be assessed. Fines will be defined as part of the Notice of Annual Assessments and Fees.

For the purposes of determining First, Second and Third Violation notices, a First Violation shall be considered any violation notice sent to an Owner where no previous violation has been sent within twelve (12) months prior to the violation. A Second Violation shall be ANY notice of violation whether for the same conduct or condition as the First Violation or not, that occurs within twelve (12) months of a First Violation. A Third Violation shall be ANY notice of violation whether for the same conduct or condition as the First and Second Violation or not, that occurs within twelve (12) months of a Second Violation notice.

Unpaid fines and/or other costs shall be treated as assessments and the Board shall be entitled to all rights of enforcement of financial penalties, lien filing, and foreclosure as would be available for any other assessment.

## **ARTICLE XI** **ARCHITECTURAL CONTROL**

11.1 Approvals. No Dwelling Unit, building, fence, wall or other structure or substantial landscaping, excavation, screening planting or any other material alteration to the property shall be undertaken, erected 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 shall have been submitted to and approved in writing by the Board of Directors of the Association, and/or the Architectural Committee. In reviewing such plans and specifications, the Board and/or the Architectural Committee shall take due account of the following criteria:

- (b) The subdivision is intended to offer rural living within an aesthetically pleasing environment that complements the natural beauty of the site. The purpose of the Declaration is to protect and preserve the existing terrain and native vegetation by controlling the orderly development of the site. The Board and/or Architectural Committee shall exercise control to require any outbuildings to be aesthetically compatible with the Dwelling unit. The Board and/or Architectural Committee shall promptly review and approve or disapprove in writing any submitted plans for a fee of \$250, and if plans have not been disapproved within thirty (30) days after they have been submitted in writing to the president of the Association or other officer designated to receive the same, such plans shall not be deemed approved.
- (c) THE BURDEN SHALL BE ON THE MEMBER TO ENSURE THAT THEY HAVE THE MOST CURRENT DESIGN GUIDELINES.

11.2 Certification by Secretary. The Secretary of the Association shall, upon written request and payment of a reasonable fee, certify that improvements upon any Lot comply with this Declaration and have been duly approved by the Board and/or Architectural Committee, or in the event said building or other improvements do not so comply, specifying the extent of non-compliance.

11.3 Construction Period Exception. During the course of actual construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the

extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which will result in a violation of any said provisions, covenants, conditions, and restrictions upon completion of construction.

11.4 Variances by the Board and/or Architectural Committee. The Board and Architectural Committee may, in writing, authorize variances from compliance with any of the provisions, covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration when circumstances such as topography, natural obstructions or hardship may require. The granting of such a variance shall not operate to waive any of the provisions, covenants, conditions, and restrictions contained in this Declaration or any Supplemental Declaration for any purpose except as to the particular Property and particular provision covered by the variation.

11.5 Architectural Control Guidelines. The Declarant or the Association shall maintain Architectural Control Guidelines within its books and records, which shall be readily available to any Owner or prospective purchaser upon request. Once adopted by the Declarant, such Guidelines may only be altered upon a recommendation of a majority of the Architectural Committee and thereby approved by no less than 66 2/3% of the eligible votes of members.

## **ARTICLE XII** **CONDEMNATION**

12.1 Condemnation. If at any time all or any part of the Common Area or other facilities owned or controlled by the Association are condemned by any public authority or conveyed in lieu of any such condemnation, then all compensation, damages or other proceeds therefrom shall be payable to the Association. The Association shall use such award first to reconstruct or mitigate the effect of such taking, and any excess proceeds of the condemnation not so used shall be proportionally credited to each Owner's Annual Assessment Account on a per Lot basis.

**ARTICLE 10**  
**PROVISIONS**

10.1. The provisions of this Act shall apply to all persons who are engaged in the business of... (text is very faint and illegible)

10.2. The provisions of this Act shall apply to all persons who are engaged in the business of... (text is very faint and illegible)

10.3. The provisions of this Act shall apply to all persons who are engaged in the business of... (text is very faint and illegible)

10.4. The provisions of this Act shall apply to all persons who are engaged in the business of... (text is very faint and illegible)

10.5. The provisions of this Act shall apply to all persons who are engaged in the business of... (text is very faint and illegible)

**ARTICLE XIII**  
**GENERAL PROVISIONS**

13.1 Future Road. Nothing in this Declaration shall in any way prohibit or restrict the future construction of a public or private road or require further approval or consent of the Association or any owner of any Lot within Subject Property to dedicate or create such public or private road.

13.2 Enforcement. The Association, any Owner, or any First Mortgagee shall have the right to enforce, by proceedings of law or inequity, the terms, and provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant, restriction or violation procedures contained herein shall in no event be deemed a waiver of the right to do so thereafter.

13.3 Severability. Invalidity or unenforceability of any provisions of this Declaration or any Supplemental Declaration in whole or part shall not affect validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration which shall remain in full force or effect.

13.4 Term. This Declaration shall run with the Land and shall inure to the benefit of and be enforceable by the Association, the Owner of any Lot, and any First Mortgagee as provided herein, and their respective legal representatives, heirs, successors, grantees, and assigns, for a term of forty (40) years from the date of this Declaration.

13.5 Supplementary Declarations: Except as otherwise provided herein, any of the covenants, conditions and restrictions of this Declaration, except certain specific easements previously granted for utilities, may be added to, or amended, by a Supplementary Declaration, duly and properly recorded, that has been approved by two-thirds (66- 2/3%) vote of the members of the Association voting in person or by proxy at a meeting of the Association called for such purposes.

13.6 Right to Make Rules and Regulations. The Association shall be authorized

to and shall have the power to adopt, amend and enforce rules and regulations applicable within Robie Springs with respect to any Facility or Function, and to implement the provisions of this Declaration, Covenants, Articles or Bylaws, including but not limited to, rules and regulations to prevent or reduce fire hazard; to prevent disorder and disturbances of the peace; to regulate pedestrian and vehicular traffic; to regulate animals; to regulate the budgeting and assessment procedures according to the Association Documents; to regulate signs; to regulate used of any and all Association Facilities to assure fullest enjoyment of use by the persons entitled to enjoy and use the same; to promote the general health, safety and welfare of person within Robie Springs; and to protect and preserve property and property rights. All rules and regulations adopted by the Association shall be uniformly applied, except such rules may differentiate between reasonable categories of Units, Owners, Lessees, Subowners or Guests. The Association may provide for enforcement of any such rules and regulations through reasonable and uniformly applied fines and penalties, through exclusion of violators from Association Facilities or from enjoyment of any Functions or otherwise. Each Owner, Lessee, Subowner and Guest shall be obligated to and shall comply with or abide by such rules and regulations and such unpaid fines and penalties shall be enforceable in accordance with Section 5.11.

In the promulgation of such Rules and Regulations, the Association shall have broad discretion and shall endeavor to maintain a community standard consistent with the intents and purposes of the Association Documents, without being limited to the literal language thereof. In the event of any challenge to any such Rule or Regulation, the Rule or Regulation shall be upheld unless it is found by clear and convincing evidence to be: (i) in the express violation of the Association Documents; (ii) in express violation of an applicable Federal, State or Local statute, ordinance, or regulation; or (iii) arbitrary, capricious, unreasonable, and oppressive.

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

