

ARTICLE X
MAINTENANCE

10.1 **Common Areas.** Among its other responsibilities, the Association shall be responsible for maintenance of all Common Areas and any facilities located thereon. The Association may employ the services of a manager and other personnel to carry out the management of such responsibilities. Such Common Areas shall be maintained in a neat, landscaped and becoming manner. Common Areas within the Property hereinabove described shall include Lot 1, Block 2 of Elk Run Subdivision, and any Lot or parcel designated as Common Areas in a Supplemental Declaration subjecting additional real property to this Declaration, according to the plat of the Property on file in the office of the recorder of Boise County, Idaho. Common Areas shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Areas in any Supplemental Declaration.

10.2 **Private Property.** Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. Owners shall reasonably maintain the height of all weeds on his/her Lot, remove all refuse and debris; and generally maintain the exterior in a neat and aesthetically pleasing condition. All fencing shall be maintained in an aesthetically pleasing condition and shall not be allowed to fall into disrepair. No Building or Structure upon any Lot covered by this Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repaired and adequately painted. If all or any portion of a Lot, Dwelling, Building, or Structure is damaged or destroyed by fire or other casualty, the Owner shall be responsible to rebuild or repair to a condition substantially similar to that which existed prior to the damage or destruction, or as otherwise approved by the ARC. The Owner must proceed diligently in the rebuilding or repair of a Lot, Dwelling, Building, or Structure, beginning the rebuilding or repair within six (6) months after the damage occurred, with completion occurring not later than one (1) year of the occurrence, unless otherwise approved in writing by the ARC.

ARTICLE XI
ANNEXATION

11.1 **Procedure.** Any additional land may be annexed by Declarant without the consent of Members during the Period of Declarant Control. Amendment of this Declaration to include such Annexed Property, and to subject such Annexed Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Annexed Property and any supplemental covenants, conditions and restrictions applicable thereto, and shall describe the Common Areas thereof. Upon the recordation of the Supplemental Declaration, the Annexed Property described therein, shall be subject to the terms and provisions of this Declaration as though included originally in this Declaration, and the definitions of Property and Common Areas shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the Annexed Property shall be subject to all easements, restrictions and reservations set forth in this Declaration, as amended and supplemented from time to time, and shall have the privileges of use of Common Areas, except as otherwise provided herein.

11.2 **Designation of Common Areas.** Any Common Areas designated by Declarant as such on the Plat of the Annexed Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other Owners of Lots subject to this Declaration.

ARTICLE XII **WATER AND SEWAGE SYSTEMS**

12.1 **Water and Sewage Systems Generally.** No individual water supply system, cesspool, septic tank, or other sewage disposal system shall be permitted on any Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of any water or sewer district serving the Property, and any applicable governmental health authorities with jurisdiction over the Property, including but not limited to the Idaho Department of Health and Welfare, and which system has been approved in writing in advance by such agencies.

12.2 **Individual Wells.** Wells shall be located a minimum distance of one hundred (100) feet from any sewage disposal system, and ten (10) feet from any Lot line. The specific location of potable wells may be further restricted by the Idaho State Department of Health and Welfare, and all potable wells must comply with Idaho regulations relating to separation from any septic systems.

12.3 **Potable Wells.** All potable wells shall be sealed as follows, or as otherwise required by the Idaho Department of Health and Welfare:

The annular seal composed of neat cement grout with 5% bentonite shall be pumped, using a tremie pipe, from the bottom of the surface casing at least forty (40) feet below ground surface to ground surface to assure a positive seal.

12.4 **Water Rights.** Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon, under, or appurtenant to the Property or any portion thereof.

12.5 **Spring Water Rights.** Declarant reserves the exclusive ownership, control and use of the water flowing from springs located within the Subdivision, as well as any water in creeks or above-ground flows that exist within the Subdivision, until the Declarant conveys such rights to the Association, which it may, but is not required to, do.

ARTICLE XIII **COMPLIANCE WITH BOISE COUNTY WILDLAND-URBAN** **INTERFACE ORDINANCE**

13.1 **Boise County Wildland-Urban Interface Ordinance.** Notwithstanding any other provision of this Declaration, all Lot Owners shall comply with all provisions of the Boise County Wildland-Urban Interface Ordinance 2011-03, as it may be amended from time to time.

13.2 **Defensible Space.**

- A) Persons owning, leasing, controlling, operating or maintaining Buildings or Structures within the Property are responsible for modifying or removing non-fire-resistant vegetation on the property owned, leased, or controlled by said person in the area in a Defensible Space surrounding the Building or Structure in accordance with the Boise County Wildland-Urban Interface Ordinance 2011-03.
- B) Fire-resistant vegetation is defined as any plant that burns at a relatively low intensity, with a slow rate of spread and short flame lengths. Fire resistant vegetation should be considered the preferred vegetation for landscaping on each Lot.
- C) Defensible Space is defined as the area extending thirty (30) feet from each side of a Building or Structure. If less than thirty (30) feet exists from the Building or Structure to the Lot line, then the Defensible Space shall extend to the Lot line.

13.3 **Trees.** Trees are allowed within the Defensible Space, subject to the following requirements:

- A) The horizontal distance between crowns of adjacent trees, and crowns of trees and Buildings, Structures, overhead electrical facilities or unmodified fuel shall be not less than ten (10) feet. Tree crowns within the defensible space shall be pruned to remove limbs located less than six (6) feet above the ground surface adjacent to the trees. Dead wood and litter shall be regularly removed from trees. Portions of tree crowns that extend within ten (10) feet of the outlet of a chimney shall be pruned to maintain a minimum horizontal clearance of ten (10) feet.
- B) Where ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants are used as ground cover, they are allowed to be within the defensible space, provided they do not form a means of transmitting fire from the native growth to any Structure.

13.4 **Continuing Obligation.** Persons owning, leasing, controlling, operating or maintaining Buildings or Structures within the Property are responsible for ongoing maintenance of the required Defensible Space on the property owned, leased or controlled by said person.

13.5 **Common Area Structures.** The Association shall be responsible for maintaining a Defensible Space as required by Boise County around any and all Common Area Structures.

13.6 **Water Storage and Pumping Facilities.** The Association shall be responsible for maintaining a Defensible Space surrounding any water storage or pumping facilities located on Common Areas, including the removal of all trees within thirty (30) feet of combustible portions of such water storage or pumping facilities.

13.7 **Driveways.** For all newly constructed Dwellings, driveways shall conform to the following requirements:

- A) Driveways shall be provided when any portion of an exterior wall of the first story of a building is located more than 150 feet from a fire apparatus access road.
- B) Driveways shall provide a minimum unobstructed width of twelve (12) feet, and a minimum unobstructed height of thirteen (13) feet six (6) inches, unless such requirement is waived by Boise County where a width of twelve (12) feet is not possible due to terrain.
- C) A single driveway shall not serve more than four (4) Lots, with the exception of when such driveway is constructed to meet the requirements of a "Fire Apparatus Access Road" as defined in the Boise County Wildland-Urban Interface Ordinance 2011-03, and as it may be amended from time to time.
- D) Driveways in excess of one hundred fifty (150) feet in length shall be provided with turnaround areas. Driveways in excess of two hundred (200) feet in length and less than twenty (20) feet in width shall be constructed with turnout areas in addition to turnaround areas.
- E) Driveway turnaround areas must have an inside turning radius of not less than thirty (30) feet and an outside turning radius of not less than forty-five (45) feet. Driveways that connect with a road or roads at more than one point may be considered as having a turnaround area if all changes of direction meet the radius requirements for driveway turnaround areas.
- F) Turnout areas will be constructed in compliance with the Boise County Road Ordinance and be at least ten (10) feet wide and thirty (30) feet long. Driveway turnout areas shall be located as required by the Building Official for the Boise County Planning and Zoning Department, or the Boise County Fire Chief or Sheriff.

13.8 **Addresses.** All Dwellings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible and legible from both directions of travel along the road on which the address is located. In all cases, the address shall be posted at the commencement of construction of any Structure, and shall be maintained thereafter. All address markers and signs must comply with the Boise County Street Naming and Address Numbering Ordinance.

ARTICLE XIV **INSURANCE**

14.1 **Insurance.** The Association may, but shall not be required to, obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance:

- A) Comprehensive public liability insurance insuring the Board of Directors, the Association, the Declarant, the individual owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the common area or other property owned or managed by the Association.
- B) Such other insurance, including Worker's Compensation Insurance to the extent necessary to comply with all applicable laws, Directors and Officers liability insurance, and such indemnity, faithful performance, fidelity, and other bonds as the Board of Directors shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.

14.2 **Insurance Premiums.** Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

ARTICLE XV
DISCLOSURES, DISCLAIMERS, AND RELEASES

15.1 **Disclosures and Disclaimers.** Without limiting any other provision in this Declaration, each Lot Owner, for itself, its family, Occupants, guests, invitees, and tenants, shall be conclusively deemed to understand and agree to the following:

- A) The Property, or portions thereof, is located adjacent to certain nearby highways or major roads. Declarant hereby disclaims any and all representations or warranties, express or implied, regarding such roads and shall not be liable for any noise, dust, or other nuisance arising therefrom.
- B) The Property is or may be located adjacent to designated water runoff or flood plain areas. Declarant hereby disclaims any liability for any damage occurring from overflow or seasonal runoff of water or other debris onto the Property, including onto individual Lots.
- C) Construction or installation of Improvements by Declarant, other Lot Owners, or third parties, or growth of tress or other plants, may impair or eliminate the view, if any, of or from a Lot. Declarant hereby disclaims any liability for impairment of such view.
- D) The Boise County area contains numerous old mining claims and fault designations, and the Property or portions thereof may be located on or near an identified or as-yet to be identified fault line. Declarant hereby disclaims any and all representations or warranties, express or implied, regarding any such fault designations and shall not be liable for any damage arising therefrom.
- E) The Property is located adjacent to currently undeveloped national forest land which may contain a variety of wild animals, insects, or other pests which may from time to time stray on to the Property. Declarant hereby disclaims any

liability for any nuisance, hazard, personal injury, or property damage arising therefrom.

- F) Rural residential and new home construction are accompanied by substantial levels of noise, dusty, construction-related traffic, traffic restrictions, and other construction-related nuisances. Declarant hereby disclaims any liability for any construction-related nuisances.

15.2 **Releases.** By accepting a deed to a Lot, each Lot Owner, for itself and all persons claiming under such Lot Owner, shall be conclusively deemed to have acknowledged and agreed to release Declarant and the Association, and all of their respective Officers, managers, agents, employees, suppliers, and contractors, from any and all claims, causes of action, loss, damage or liability, including but not limited to any claim for nuisance or health hazard, property damage, bodily injury, and /or death, arising from or related to any of the conditions, activities, or occurrences described above.

ARTICLE XVI **GENERAL PROVISIONS**

16.1 **Severability.** Invalidation of any of these provisions or these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

16.2 **Amendment.** The easements, covenants, conditions, and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration, other than the provisions of Articles IV and XI and Sections 5.2 and 7.1 hereof, may be amended by a document signed and acknowledged by Members representing not less than two-thirds (2/3) of the eligible votes of membership in the Association, or Declarant alone if Declarant still owns at least one (1) Lot. Any amendment to Articles IV and XI and Sections 5.2 and 7.1 shall, until the last Lot in the Subdivision is sold by Declarant, require in addition to a document signed and acknowledged by the requisite Membership vote, written consent of Declarant, its successors or assigns. No amendment to the Declaration shall be effective until recorded.

16.3 **Notice of Amendment.** Within thirty (30) days of recordation of any Amendment to this Declaration, a designated Association Officer shall cause a copy of such Amendment to be either hand-delivered or sent via first-class U.S. Mail to the mailing address of each Lot or to such other mailing address as designated in writing by the Lot Owner to the Association.

16.4 **Conveyance of Common Area.** The Common Areas of the Property shall be conveyed to the Association by Declarant, free and clear of all encumbrances.

Instrument # 212732

IDAHO CITY, BOISE COUNTY, IDAHO
2007-03-14 10:31:34 No. of Pages: 7
Recorded for : USDA FOREST SERVICE
CONSTANCE SWEARINGEN Fee: 21.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: MISCELLANEOUS

Boise National Forest – Elk Run Homeowners Association
Shaws Gulch Road

WHEN RECORDED MAIL TO:

USDA Forest Service
Boise National Forest
1249 South Vinnell Way, Suite 200
Boise, ID 83709

Authorization ID: IDC566902
Contact ID: ELK RUN HOMEOWNERS ASSOC.
Use Code: 752

FS-2700-9J (05/03)
OMB No. 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE
Forest Service
PRIVATE ROAD EASEMENT
AUTHORITY:**

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

THIS EASEMENT, dated this 13 day of March, 2007, from the **United States of America**, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to the **Elk Run Homeowners Association** of the State of Idaho, hereinafter called Grantee.

WITNESSETH:

WHEREAS, Grantee has applied for a grant of an easement under the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1761), for a road over certain lands or assignable easements owned by the United States in the County of Boise, State of Idaho, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of the payment of an annual use fee paid by Grantee does hereby grant to Grantee, subject to existing easements and valid rights, a nonexclusive easement for use of a road, along and across a strip of land, over and across the following described lands in the County of Boise, State of Idaho, as described below:

BOISE MERIDIAN

Shaws Gulch Road

T. 6 N., R. 5 E.,
sec. 34, Lot 4.

An existing road known as Shaws Gulch Road, located approximately 1 mile west of Idaho City, Idaho. Said easement shall be 60 feet in width by 184 feet in length, and contains 0.25 acres, more or less.

Said premises are more specifically described by a metes and bounds survey description contained in Exhibit A attached hereto.

Said easement shall be 60 feet in total width or 30 feet on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road is located substantially within the easement perimeter as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

This grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, assignees, and successors in interest.

A. Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for rights-of-way for similar purposes, if those standards are more stringent than applicable Federal standards.

B. The rights herein conveyed do not include the right to use the road for access to developments for short- or long-term residential purposes, unless and until the Grantor and the Grantee agree upon traffic control, regulations, rules, and other provisions to accommodate such use of the road.

C. Upon change in ownership of the land or facility served by this road, the rights granted under this easement may be transferred to the new owner upon written notification to the Regional Forester.

D. This easement shall continue for as long as needed for access to the Elk Run Home Owners Association (Elk Run Subdivision and the adjacent private lands); Provided, That the Grantor shall review the terms and conditions of this easement at the end of each 30-year period from the date of issuance, and may incorporate in the easement such new terms, conditions, and stipulations as existing or prospective conditions may warrant. These shall have the same force and effect in the future as if incorporated in this grant

E. All construction or reconstruction of the road shall be in accordance with plans, specifications, and written stipulations approved by the Grantor prior to beginning such construction or reconstruction.

F. Grantee shall have the right to cut timber upon the easement area to the extent necessary for maintaining the road. Timber so cut shall, unless otherwise agreed to, be cut into standard log lengths or other products as specified by the authorized officer and decked along the road for disposal by the owner of such timber.

G. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Grantor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

H. The Grantee shall provide maintenance so that there is no damage on adjacent National Forest land. The Grantee shall construct and maintain lead-off drainage and water barriers as necessary to prevent erosion.

I. Grantee shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use authorized by this easement. The initial payment is set at \$45.00 for the remainder of the calendar year. Payments for each subsequent calendar year shall be the amount of \$45.00 adjusted using the Implicit Price Deflator-Gross National Product index (IPD-GNP), or other factor selected by the Forest Service, to reflect more nearly the current fair-market value of the use. At intervals to be determined by certain changes in the indexes used to establish the linear rights-of-way fee schedule, the fee shall be reviewed and adjusted as necessary to assure that it is commensurate with the value of the rights and privileges authorized. Failure of the holder to pay the annual payment, late charges, or other fees or charges shall cause the authorization to terminate.

J. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

K. This easement shall terminate in the event an easement is granted subsequently by the United States to a public road agency for operation of this road as a public highway.

L. Grantee shall pay the United States for all injury, loss, or damage, including fire suppression costs, in accordance with existing Federal and State laws.

M. Grantee shall indemnify the United States for any and all injury, loss, or damage, including fire suppression costs the United States may suffer as a result of claims, demands, losses, or judgments caused by the Grantee's use or occupancy under this easement.

N. Upon termination of this easement, the Grantee shall remove within a reasonable time the structures and improvements and shall restore the site to a condition satisfactory to the Grantor, unless otherwise waived in writing. If the Grantee fails to remove the structures or improvements within a reasonable period, as determined by the Grantor, the Grantor may remove and dispose of any improvements and restore the area and all costs shall be paid by the Grantee.

If the Grantor waives the removal of the improvements and restoration of the site, all improvements shall become the property of the United States.

The foregoing notwithstanding, this easement is granted subject to the following reservations by Grantor, for itself, its holders, contractors, and assignees:

1. The right to cross and recross the road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with Grantee's use of the road.
2. The right to all timber now or hereafter growing on the right-of-way, subject to Grantee's right to cut such timber as herein provided.
3. The right alone to extend rights and privileges for use of the road constructed on the premises to other users, provided that nonfederal users shall bear a fair share of the current replacement cost less depreciation of the road and shall reconstruct the road as necessary to accommodate their use.
4. The Grantor reserves the right to use or authorize the use of the road by other Federal agencies; without cost other than the performance or payment, as it may elect, for its proportionate share of maintenance costs.

5. The Grantor retains the right to occupy and use the right-of-way, and to issue or grant rights-of-way for other land uses, for other than road purposes, upon, over, under, and through the easement area provided that the occupancy and use do not interfere unreasonably with the rights granted herein.

6. The right to terminate this easement if the Grantor assumes jurisdiction and control of the road as a Forest Development Road and issues a replacement easement providing only for use of the road. The replacement easement shall be in the current standard format, which provides the Grantee the right to use the road for the purposes and for the period authorized by this easement, subject to such traffic control regulations and rules as Grantor may impose reasonably upon or require of other users of the road without unreasonably reducing the rights herein granted.

The Grantor may take action to suspend, revoke, or terminate this easement under the Rules of Practice Governing Formal Adjudicatory Administrative Proceedings Instituted by the Secretary Under Various Statutes in 7 CFR 1.130-1.151. An administrative proceeding is not required when the easement terminates on the occurrence of a fixed or agreed-upon condition, event, or time.

O. Noxious Weed/Exotic Plant Prevention and Control (R1-D4). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated with the authorized area.

When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

P. Surveys, Land Corners (D4). The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

Q. Removal and Planting of Vegetation and Other Resources (D5). The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

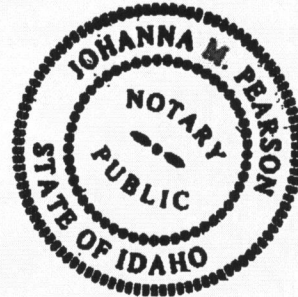
R. Timber Payment (D17). All National Forest timber cut or destroyed in the construction of the permitted improvements shall be paid for at current stumpage rates for similar timber in the National Forest. Young-growth timber below merchantable size will be paid for at current damage-appraisal value; and all slash and debris resulting from the cutting or destruction of such timber shall be disposed of as necessary or as the Forest Service may direct.

S. Archaeological-Paleontological Discoveries (X17). The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement pursuant to the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Natural Resources and Conservation, the delegation of authority by the Assistant Secretary for Natural Resources and Conservation, to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 16, 1982, (47 FR 36465), on the day and year first above written.

UNITED STATES OF AMERICA

By: Richard A. Smith
Richard A. Smith
Forest Supervisor
Boise National Forest
USDA Forest Service
Department of Agriculture



ACKNOWLEDGMENT

STATE OF IDAHO)
)ss
COUNTY OF ADA)

On this 13th day of March, 2007, personally appeared before me, Richard A. Smith, Forest Supervisor, Boise National Forest, Intermountain Region, Forest Service, U.S. Department of Agriculture, the signer of the within instrument, by duly delegated authority.

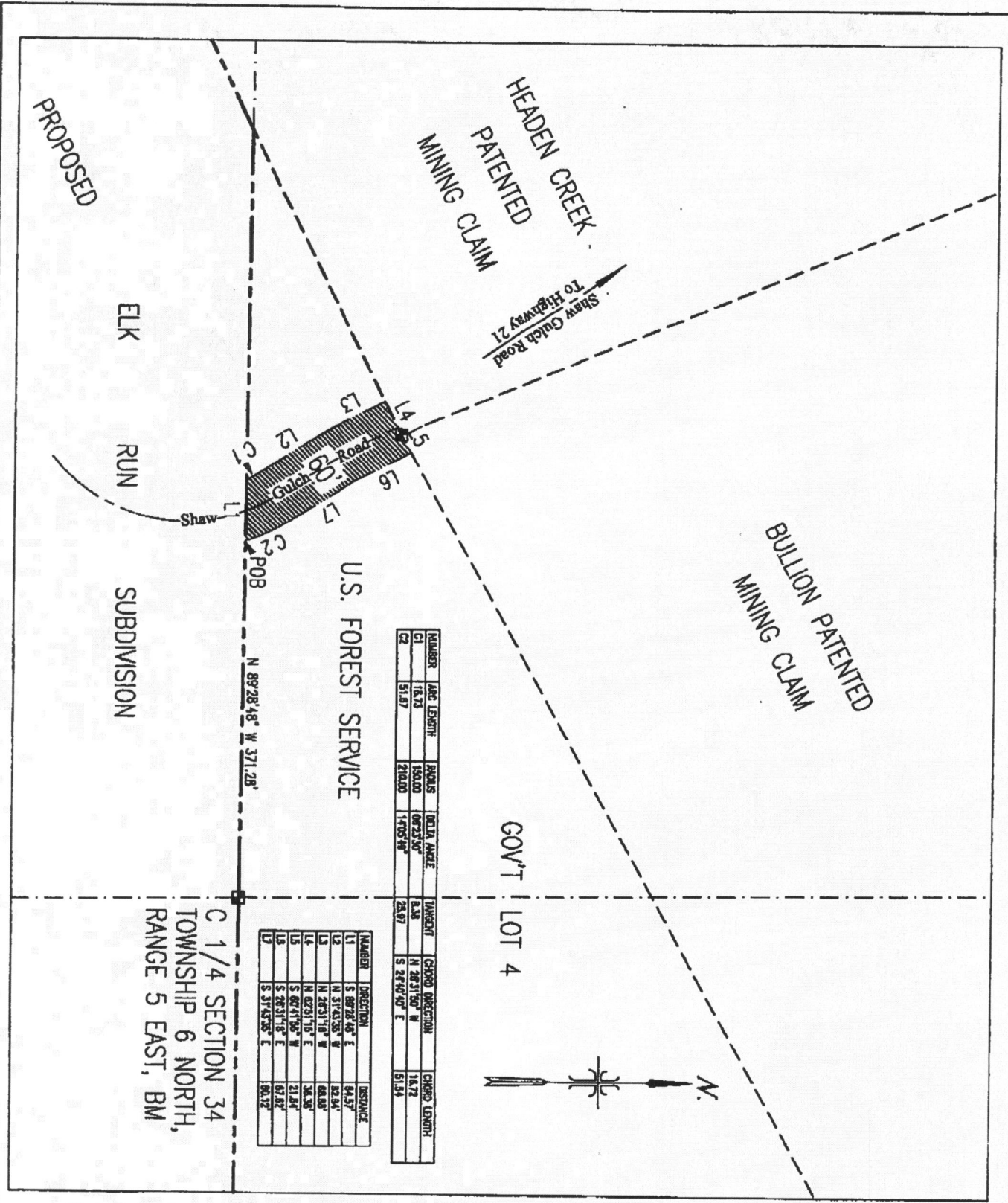
Johanna M Pearson
Notary Public for the State of Idaho
Residing in Boise, Idaho
My commission expires 12-1-09

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for this collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



NUMBER	FACE LENGTH	BEARINGS	BELTA ANGLE	INTERCEPT	CHORD DIRECTION	CHORD LENGTH
C1	16.73	150.00	06°23'30"	8.38	N 28°21'50" W	16.72
C2	51.87	210.00	14°05'00"	25.97	S 24°40'00" E	51.54

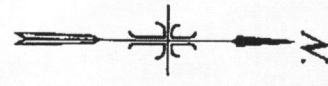
NUMBER	DIRECTION	DISTANCE
L1	S 09°28'48" E	64.37'
L2	N 31°43'35" W	82.04'
L3	N 28°31'18" W	68.88'
L4	N 82°26'15" E	38.58'
L5	S 60°41'58" W	21.84'
L6	S 47°31'18" E	62.84'
L7	S 31°43'35" E	84.17'

C 1/4 SECTION 34
TOWNSHIP 6 NORTH,
RANGE 5 EAST, BM

N 89°28'48" W 371.28'

U.S. FOREST SERVICE

GOV'T LOT 4



REVISION : BY:
10/28/06 WKB
11/03/06 WKB
11/21/06 WKB
12/08/06 WKB

SHEET : 1 OF 1

SHEET

60806-USFsexh.dwg

EXHIBIT A
SHAW GULCH ROAD

60' ACCESS EASEMENT
U. S. FOREST SERVICE

DWG DATE: 12/08/06 WKB DWG NO. 60806 SCALE: N.T.S.

BRIGGS ENGINEERING, INC.

ENGINEERS PLANNERS SURVEYORS
1800 W. OVERLAND ROAD • BOISE, IDAHO 83705 • (208)344-9700

These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by written agreement from Briggs Engineering, Inc.

SHARPE ENTERPRISES, LLC
60' ACCESS EASEMENT
December 12, 2006

A 60' WIDE ACCESS EASEMENT LOCATED IN A PORTION OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 6 NORTH, RANGE 5 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER 1/4 CORNER, SECTION 34, T.6 N., R. 5 E., B.M., POINT ALSO BEING ON THE SOUTH LINE OF GOVERNMENT LOT 4 OF SAID SECTION 34; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4 N 89°28'48" W 371.28 FEET TO THE POINT OF BEGINNING OF THIS ACCESS EASEMENT;

THENCE CONTINUING N 89°28'48" W 64.57 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT 16.73 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 06°23'30", TANGENTS OF 8.38 FEET, AND A CHORD WHICH BEARS N 28°31'50" W 16.72 FEET TO A POINT OF TANGENCY;

THENCE N 31°43'35" W 82.84 FEET TO A POINT;

THENCE N 26°31'18" W 68.88 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE HEADEN CREEK PATENTED MINING CLAIM;

THENCE ALONG SAID SOUTHEASTERLY LINE N 62°51'15" E 38.38 FEET TO A POINT COMMON TO SAID HEADEN CREEK PATENTED MINING CLAIM AND THE BULLION PATENTED MINING CLAIM;

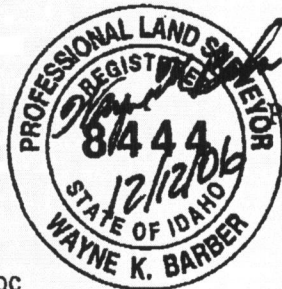
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID BULLION PATENTED MINING CLAIM N 60°41'56" E 21.64 FEET TO A POINT;

THENCE S 26°31'18" E 67.62 FEET TO A POINT;

THENCE S 31°43'35" E 80.12 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE RIGHT 51.67 FEET, SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 14°05'49", TANGENTS OF 25.97 FEET, AND A CHORD WHICH BEARS S 24°40'40" E 51.54 FEET TO THE POINT OF BEGINNING OF THIS ACCESS EASEMENT. SAID EASEMENT CONTAINS 0.25 ACRES AND 183.6 FEET OF ROADWAY, MORE OR LESS.

WAYNE K. BARBER



LS 8444

60806-4revACCESS.doc

Instrument # 243482

IDAHO CITY, BOISE COUNTY, IDAHO

6-2-2014 02:45:02 No. of Pages: 4

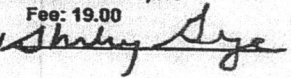
Recorded for : HOPKINS LOAN SERVICES, INC

MARY T. PRISCO

Fee: 19.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS



**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR ELK RUN SUBDIVISION**

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Elk Run Subdivision (hereinafter referred to as "First Amendment") is made effective on the date it is recorded in the Official Records of Boise County, Idaho, by Hopkins Growth Fund, LLC, an Idaho Limited Liability Company, "as trustee on a parity for the benefit of all Series "G" Debenture Holders."

1. **Recording History.** On March 30, 2007, the original Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Elk Run Subdivision (hereinafter "Original Declaration"), was recorded as Instrument No. 213040, Official Records of Boise County, Idaho.

The Original Declaration was subsequently amended by an Addendum Recordation, recorded on November 16, 2007, as Instrument No. 216909, Official Records of Boise County, Idaho; and by a second Addendum Recordation, recorded on November 28, 2007, as Instrument No. 217046, Official Records of Boise County, Idaho.

An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elk Run Subdivision was recorded on June 25, 2013, as Instrument No. 239915, Official Records of Boise, County, Idaho.

2. **Amendments.** This First Amendment hereby amends Sections 8.3(E), 8.3(G), 8.3(H), 8.6, 8.7, and 8.20.

a. Section 8.3(E) shall be replaced with the following:

The color and type of the exterior surfaces of any structure shall be subject to approval by the ARC. The intent of the ARC approval is to have exteriors in

alignment with a "mountain rustic" look. Earth tone colors shall be preferred, except for trim. The ARC may, upon petition from an Owner, allow a non-natural material if, after reviewing samples, the ARC is convinced that the appearance of the material is consistent with these covenants.

- b. Section 8.3(G) shall be replaced with the following:

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 ARC that the desired material is fire resistant.

- c. Section 8.3(H) shall be replaced with the following:

All Buildings on the same Lot shall have roofs constructed of the same or similar materials to achieve a uniform appearance, unless prior approval is received from the ARC.

- d. Section 8.6 shall be replaced with the following:

Construction. During the course of construction, no trailer, tent, shack, garage, barn, or other unattached Structure shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No Building or Structure of any kind shall be erected or maintained on a Lot prior to the construction of the Dwelling thereon, unless prior approval is received from the ARC. Notwithstanding this Section, a temporary sales office of a portable nature may be placed upon any Lot by Declarant or its authorized agents, to facilitate Lot or house sales.

- e. Section 8.7 shall be replaced with the following:

Completion of Construction. Construction of a Dwelling must be completed within eighteen (18) months from initiation of construction. "Initiation of construction" shall mean the excavation work necessary to begin construction of the Dwelling. During construction, the Lot must be cleaned of trash and debris nightly and maintained in a non-nuisance condition. If construction is not completed within eighteen (18) months from initiation of construction, the Association may impose a monetary penalty or fine on the Lot Owner(s) in accordance with Section 9.2(D).

- f. Section 8.20 shall be replaced with the following:

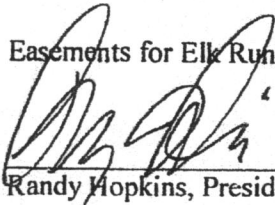
Camping. An Owner or Occupant may use a Lot as an occasional campsite for him/herself, or his/her guests and invitees. Visitors and guests may erect tents

and/or park a camper, motor home, or trailer on a Lot for a reasonable term, not to exceed fourteen (14) days consecutive duration nor more than a total of sixty (60) days each calendar year. An Owner shall have the same rights prior to the commencement of construction. Once construction has commenced, the Owner shall be allowed to erect a tent or park a camper, motor home, or trailer until construction is completed, subject to the time limitations of Section 8.7. Lots must be maintained in an orderly appearance at all times. If an orderly appearance is not maintained, the ARC may demand removal of the temporary structure. If the Owner does not comply with such demand after being given ten (10) days' written notice, the ARC may impose a monetary penalty or fine upon the Owner in accordance with Section 9.2(D).

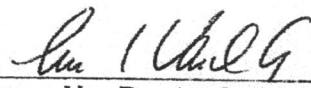
3. **Effect on the Remaining CC&R's.** In all other respects, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Elk Run Subdivision shall be unaffected by this First Amendment.

Certification

The President and Secretary of the Elk Run Homeowners Association, Inc., do hereby certify and attest that the foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Elk Run Subdivision has been approved by the Declarant, Hopkins Growth Fund, LLC, pursuant to Section 16.2 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Elk Run Subdivision.

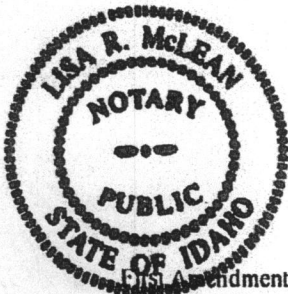


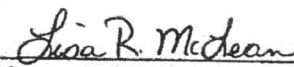
Randy Hopkins, President



Aaron Van Der Aa, Secretary

SUBSCRIBED AND SWORN to before me this 8th day of May, 2014.





Notary Public for Idaho
Residing At: Boise, ID
My Commission Expires: 10-3-2019

**CLARIFICATION TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR ELK RUN SUBDIVISION**

This Clarification to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elk Run Subdivision (hereinafter referred to as "Clarification") is made effective on the date it is recorded in the Official Records of Boise County, Idaho by Elk Run Home Owners Association (hereinafter referred to as "HOA").

1. **Recording History.** On March 30, 2007, the original Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Elk Run Subdivision (herein after "Original Declaration"), was recorded as Instrument No. 213040, Official Records of Boise County, Idaho.

The Original Declaration was subsequently amended by an Addendum Recordation, recorded on November 16, 2007, as Instrument No. 216909, Official Records of Boise County, Idaho; and by a second Addendum Recordation, recorded on November 28, 2007, as Instrument No. 217046, Official records of Boise County, Idaho.

An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elk Run Subdivision was recorded on June 25, 2013, as Instrument No. 239915, Official Records of Boise County, Idaho.

An Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elk Run Subdivision was recorded on June 2, 2014, as Instrument No. 243482, Official Records of Boise County, Idaho.

Instrument # 261031
IDAHO CITY, BOISE COUNTY, IDAHO
9-14-2018 03:32:19 PM No. of Pages: 2
Recorded for : ELK RUN HOA
MARY T. PRISCO Fee: 13.00
Ex-Officio Recorder Deputy *Mary T. Prisco*
Index to: MISCELLANEOUS

2. **Clarification.**

- a. No mobile homes are permitted.
- b. All dwellings, buildings, structures, or improvements are constructed and inspected according to Idaho Building Codes and recommendations.

3. **Effect on the Remaining CC&R's.** In all other respects, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Elk Run Subdivision shall be unaffected by this Clarification.

Certification

The President and Secretary of the Elk Run HOA, do hereby certify and attest that the foregoing Clarification to the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Elk Run Subdivision has been approved by the Declarant, Elk Run HOA, pursuant to Section 16.2 of the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Reservation of Easement for Elk Run Subdivision.

Rick Rietmann, President

Mona Baldwin, Secretary 8-27-2018

SUBSCRIBED AND SWORN to before me this 27 day of August, 2018.

com. exp. 6-27-2023

STATE OF IDAHO

COUNTY OF BOISE

On this 27 day of Sept. in the year 2018
before me the undersigned, a notary public, personally
appeared Rick Rietmann

known or identified to me to be the person(s) whose name(s)
is/are subscribed to the within instrument and being duly
sworn by me and acknowledged to me that he/she/they
executed the same.

Shirley A. Gye
Notary Public for Idaho
Residing at Idaho City
My commission expires: 6-27-2023

