

SUNRISE SKYPARK

DECLARATION OF PROTECTIVE COVENANTS,

CONDITIONS, AND RESTRICTIONS

(WITH REVISIONS)

THIS DECLARATION, made this sixth day of February, 1984 by  
Lester J. Moncrief, hereinafter called Declarant,

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee of all that certain real property known as Sunrise Skypark, described particularly as a platted subdivision all of blocks 1 through and including block 6.

All in sections 16 and 21, T1N, R3W, B.M., County of Owyhee, State of Idaho. As recorded Dec. 16, 1981 as instrument 171169 Owyhee County records.

WHEREAS, it is the desire and intention of the Declarant to impose on the real property described above (hereinafter referred to as the Property) mutual beneficial restrictions under a general plan or scheme of development to maintain standards that are compatible with the character of Sunrise Skypark and to promote the recreational interest in the common areas; and

WHEREAS, in order to accomplish said objectives, Declarant desires to subject the Property to the Protective Covenants, Conditions, and Restrictions of this declaration, each and all of which are for the benefit of the Property and each Owner of a part thereof; and

WHEREAS, Declarant deems it desirable to create a non-profit corporation to be known as the Sunrise Skypark Homeowners Association which should be delegated and assigned the power of administering and enforcing the Protective Covenants, Conditions and Restrictions hereinafter set forth, of maintaining and administering the common open space, and of collecting and dispersing the assessments and charges hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the easements, Protective Covenants, Conditions, and Restrictions declared and agreed to be in furtherance of a uniform scheme of development of the Property; and said Protective Covenants, Conditions, and Restrictions, and other provisions of the Declaration are intended to enhance and protect the value and desirability of the Property as a whole and mutually to benefit each owner or future owner of a part thereof, and to the benefit, preservation and maintenance of the recreational aspects of the common areas; and that this Declaration of Protective Covenants, Conditions, and Restrictions

shall be deemed to run with the land and be a burden and benefit to all persons acquiring and owning an interest in any part of the Property and their grantees, heirs, devisees, successors, and assigns.

#### ARTICLE I: DEFINITIONS

Section 1. "Association" shall mean and refer to SUNRISE SKYPARK HOMEOWNERS ASSOCIATION, a proposed Idaho non-profit corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as *may* hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any tract of land specified herein as subject to this Declaration as shown upon any recorded certificate of survey of the Property with the exception of the Common Area, and any dedicated street and road easements.

Section 4. "Common Area" shall mean all real property Declarant has reserved for the common use and enjoyment of the Owners, including but not limited to the airport facilities and service areas.

Section 5. "Owner" shall mean and refer to every person or entity who is the owner of a fee or of the equitable title of any Lot which is a part of the Property, including buyers under contract for deed, but excluding those having interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Lester J. Moncrief, his heirs, successors or assigns, if such heirs, successors or assigns should acquire the entire interest of the said Property.

Section 7. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, and Restrictions.

Section 8. "Members" shall mean the Declarant and the Owners together with such persons as the By-Laws of the Association may provide.

Section 9. "Hangar Lot" shall refer to a Lot created from one of the existing Commercial Lots, subsequently owned by a Hangar Lot Association and used to hangar aircraft belonging to residential Sunrise Skypark Homeowners Association Members.

Section 10. "Utility Lot" shall mean and refer to any Lot within the Property created solely for the purpose of providing water service and/or other shared utilities to owners of Lots within the Property.

ARTICLE II: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership.

Every person of entity who is the owner of a fee or the equitable title, when purchasing under a contract for deed, of a Lot which is subject to the Declaration and to assessment by the Association, including buyers under a contract for deed and contract sellers, shall be a Member of the Association. For the purpose of determining membership, such ownership shall be deemed to have vested upon the recording of a duly executed deed or a notice of purchaser's interest to the grantee or vendee with the Clerk and Recorder of Owyhee County, Idaho. The foregoing is not intended to include persons of entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights.

The Association shall have one class of voting membership. All Members qualified and recognized by this Declaration, together with such persons as the Bylaws of the Association may qualify and provide, may vote one vote for each Lot owned, on all Association matters, at all regular and special membership meetings.

ARTICLE III: PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable landing fees and other fees for the use of Association owned facilities and improvements on all common areas pursuant to its By-Laws to adopt rules and regulations governing the use of Common Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) The right of the Association to suspend the voting rights and the right to use of the Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public entity or authority for such purposes and subject to such conditions

as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Members agreeing to such dedication has been recorded.

- (d) The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purposes of improving the Common Area and in aid thereof to mortgage said Common Area and the rights of such mortgages in said Common Area shall be subordinate to the rights of the Owners hereunder.
- (e) The right of the Association to reserve all oil, gas, mineral, and water rights appurtenant to the subject property for the most beneficial use for the individual Lots and the Common Areas.
- (f) Declarant reserves the right to charge reasonable fees for the use of facilities and improvements owned by Declarant and situated on commercial lots and lots designated common areas.

Section 2. Delegation of Use.

Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who reside on the Property. Limited use may also be granted to guest and invitees as provided for by the By-laws.

- (a) Owners agree that Sunrise Skypark is totally private, and that visitors will be permitted by invitation only and the Owner is solely responsible for his visitor's conduct.
- (b) A sign shall be posted at all entrances to Sunrise Skypark stating: "PRIVATE PROPERTY, NO PUBLIC ACCESS".

ARTICLE IV: EASEMENTS

Section 1. Other Utility Easements.

There is hereby created a blanket utility easement upon, across, over and under the first ten feet of all abutting Lot lines, and twenty feet on Lot lines without adjoining Lots. Such easement shall be for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewer, telephone, electricity, and a master television antenna system.

Section 2. Other Easements.

An easement is hereby granted to the Association, its officers, agents, and employees, including the employees of any company having a

contract with the Association to perform the duties of maintenance and repair of the Common Area, and to the employees and agents of aircraft maintenance firms employed by the Association or authorized by the Association to service, repair, and maintain aircraft located on Common Areas.

## ARTICLE V: ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or a contract for deed thereof, whether or not it shall be expressed in such deed or contract, is deemed to covenant and agree to pay to the Association: (1) a one-time Association membership fee; (2) annual assessments or charges; and (3) special assessments for capital improvements; such assessments to be duly enacted and established and collected in accordance with the By-Laws and as hereinafter provided. The annual and special assessments must be fixed at a uniform rate per Lot except as otherwise provided herein. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which such assessment is made and such lien may be enforced in equity as in the case of any lien foreclosure. In the event any Owner fails to pay any assessment when due, as hereinafter provided, the Association may duly record said lien upon and against any such Lot, and such recording thereof shall constitute notice of said lien to all persons, including successors in title, who shall take said Lot subject to that recorded lien. Each annual and assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

### Section 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 its Members while in residence on the Property and in particular for the improvement and maintenance of the airfield and services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and of the homes situated upon the Property.

### Section 3. Membership Fee.

All new members or former members rejoining the Association, as Lot Owners entitled to the rights and privileges of membership, shall be charged a one time new membership fee equal to the current annual assessment for a residential lot. These fees will be placed into the general fund of the Association.

Section 4. Annual Assessment.

- (a) The Board of Directors may, by majority vote, increase the assessment one time annually, but only by the addition of the percentage increase shown by the U.S. Bureau of Labor Statistics Consumer Price Index.
- (b) At the Annual Membership Meeting, the Board of Directors will propose the amount of the upcoming year's assessment. This will provide for annual review of the assessment rate. The members will then set the assessment rate for the upcoming year by vote, with a two-thirds (2/3) majority of the membership vote required for approval.
- (c) The limitations of this section shall not apply to any change in the assessments incident to a merger or consolidation under the Articles of Incorporation; nor shall these limitations apply to any special assessments as hereinafter mentioned.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual maintenance assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Area, including fixtures and personal property related thereto, PROVIDED THAT any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in accordance with the By-Laws of the Association.

Section 6. Periods, Notice and Due Dates of Annual Assessments:

The Board of Directors shall fix the annual assessment period and the due date. Written notice of annual assessments shall be sent to every member subject thereto. Assessments shall be billed and paid in advance for the period indicated. Upon transfer of title to a lot, the assessment on that lot shall be prorated in such a manner as to make the former owner liable up to, but not including, the date of transfer, and the new owner liable for the assessments from transfer date forward. The Association shall, upon demand, and for a reasonable fee, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such Certificate shall be conclusive evidence of payment.

Section 7. Effect of Non-Payment of Assessments:  
Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law or in equity to collect the amount of the assessment against the Owner personally obligated to pay the same, or foreclose the lien against the

property, and interest, costs and reasonable attorney's fees of any such assessment will be added to such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the SUNRISE SKYPARK HOMEOWNERS ASSOCIATION, INC., the right and the power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Association in a like manner as a mortgage lien on real property. The lien provided for this section shall be in favor of the Association and shall be for the benefit of all Owners. The Association, acting on behalf of the Owners, shall have the power to bid for an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or the abandonment of his Lot.

Section 8. Exempt Property.

The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All property dedicated to and accepted by public authority or agencies;
- (b) All property Declarant has set aside for use of the Association, including the Common Area, and
- (c) All properties owned by charitable organizations exempt from taxation by the laws of the State of Idaho.

ARTICLE VI: ARCHITECTURAL CONTROL

Section 1. Architectural Approval.

No building, fence, wall, pole, television antenna or any other structure upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location compatible to the concept of SUNRISE SKYPARK by a duly appointed Architectural Control Committee. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Architectural Control Committee.

The Architectural Control Committee shall consist of three (3) members and one (1) alternate member. Representatives to the committee, shall be Association members, elected by a majority vote of

the Association membership at annual meetings, serve for staggered terms of 3 years duration and be appointed to serve by the Board of Directors at the first board meeting following the annual meeting.

Section 3. Minimum Standards.

The protective covenants found in Article XIII of this Declaration contain certain minimum standards for all proposed construction.

Section 4. Lot Size Change.

Declarant reserves the right to change at any time the bounds and area of any lot owned by it provided such change does not adversely affect the access to any lot sold to a third party, and that such change has been approved and is in accordance with various county, state and/or federal regulations controlling this subdivision.

Section 5.

Declarant, as sole owner, reserves the right to change the use and designation of Blocks 3 thru 6 and Block 8 of Sunrise Skypark Subdivision to accommodate economically feasible development of this separated section of Sunrise Skypark. Declarant reserves the right to annex additional land to this area and/or to exclude any part of the above Blocks from Sunrise Skypark Subdivision.

ARTICLE VII: OWNER'S CASUALTY DAMAGE

In the event of damage or destruction by fire or other casualty to any real property of an Owner, the Owner shall replace, repair or rebuild such damage or destroyed portions of the exterior of the Property in a good workmanlike manner substantially the same as the original plans and specifications of said Property or as approved by the Architectural Committee. If the owner refuses or fails to repair or rebuild the exterior within sixty (60) days, the Association may replace, repair or rebuild such exterior. The Owner must reimburse the Association for the amount actually expended for such replacement, repairs, or reconstruction, and the Association shall have a lien securing such payment in the same manner provided for herein for annual assessments.

ARTICLE VIII: DAMAGE OR DESTRUCTION  
OF A COMMON AREA BY OWNER

In the event any Common Area is damaged or any structures or properties belonging to the Association are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or member of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion



of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

ARTICLE IX: MANAGEMENT, TAXES AND INSURANCE

The Association shall provide necessary management, operation and administration of the Common Areas; pay or provide for the payment of all taxes or assessments levied against the Common Areas; procure and pay or provide for the payment of casualty insurance including coverage of fire and other hazards in an amount equal to the replacement value of any Association owned buildings or other structures; pay or provide for the payment of liability insurance covering all Common Areas in an amount not to be less than 500,000.00 Dollars. The liability policy shall be put into force on or before the airport and runway facilities become available for use by the Owners. The Association will not, however, provide insurance on the Owner's individual interest in Sunrise Skypark.

ARTICLE X: MAINTENANCE OF LOTS

The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any Owner to maintain his lot in a neat and attractive condition, the Association may, after ten (10) days' notice to such Owner, enter upon such Lot and have the grass, weeds, and other vegetation cut, debris, junk, and other unsightly objects removed, when, and as often as, the same is necessary in its judgement. Such Owner shall be personally liable to the Association for the cost of any cutting, removing of debris, clearing and maintenance described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such lot, enforceable by the Association by any appropriate proceeding at law or in equity.

Notwithstanding the above, the Association may enter upon any Lot without notice, to cut or trim any tree or other growth which may interfere with or menace the safe taxi of aircraft, or the construction, maintenance or operation of any utilities. Such expenses as are incurred for this shall be the responsibility of the Association unless such tree or growth is in contravention of the first part of this Article concerning neatness and appearances.

ARTICLE XI: INDUSTRIAL AND AVIATION NOISE

The Owners agree herein to waive all rights to protest against industrial and aviation noise, or each of them, resulting from operations and activities conducted by use of the taxi ways, runways and aircraft maintenance and repair being performed within the Sunrise Skypark properties.

ARTICLE XII: HOLD HARMLESS

Every contract, lease, purchase agreement and any and all other instruments conveying any Lot whether acquired by bargain and sale, mortgage foreclosure, power of sale, or any other means shall contain a "hold harmless" clause for the protection of Declarant and the Association. Furthermore, such clause, by reason of this Article, is deemed to be binding on all Owners even though the clause might have been omitted, for whatever reason, from the conveyancing instrument. The "hold harmless" clause is as follows:

The Owner agrees to protect, indemnify, and hold Declarant and the Association and the each of them free and harmless from any and all claims, demands, damages, actions, causes of actions, liability, attorney's fees, costs and expenses of any kind of nature arising out of, or in any way connected with the Owner's use, interest in, possession, occupation, development or resale of any Lot, or with the Owner's and his quest's, invitees, and permittee's use, interest in or enjoyment of the Common Areas or to any duty which may be owed to persons injured, or property damaged by reason of or related to the operation or maintenance of aircraft, other vehicles, machinery, or equipment in or about any Lot, Lots, or Common Areas or any parcel thereof by any Owner, guests, invitee, or permittee or any violation by the Owners, their agents, employees, invitees, or permittees of any Federal, State or County law, regulation, or order.

ARTICLE XIII: PROTECTIVE COVENANTS

Section 1. Residential-Commercial Use.

Only buildings commonly associated with single family residential activities on a skypark may be erected on residential Lots within Sunrise Skypark. Buildings may include, but are not necessarily limited to, single family dwelling houses, hangars, separate garages and shops. All Lots in Sunrise Skypark are designated residential except: Lots 9 and 15 Block 1 are designated Common Area. Lot 10 Block 2 is designated Common Area. Lot 12 Block 5 is designated Common Area. All runways, roads, and boat ramps are designated Common Area. Lots 1 and 15 Block 2 are designated Hangar Lots under control of a hangar lot association. Lot 1 Block 3 is designated residential. No commercial activity is permitted on any Lot not so designated.

Section 2. Dwelling Limitations.

No dwelling whatever shall be permitted on any residential Lot that does not have 850 square feet or more, exclusive of patios, porches or garages. No mobile homes, basement, tent, shack, garage, or other outbuilding erected on any Lot shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Modular homes are permissible provided that they meet the same architectural standards and design as expressed herein for all structures and dwellings. Mobile homes are not to be considered modular in construction.

Section 3. Architectural Style.

No dwelling house, garage, fence, enclosure or other structures including commercial buildings and aircraft hangars shall be erected, placed, or altered on any Lot until the construction plans and specifications therefor have been approved by the Architectural Control Committee as to materials, size, harmony of external design and compliance with these covenants. The Architectural Control Committee shall adopt general rules to implement the purposes of Article VI of this Declaration and interpret the covenants of this section, including but not limited to rules to regulate antennas, signs, storage and use of recreational vehicles, trash containers and the planting, maintenance and removal of vegetation from or on any Lot.

Section 4. Building Line and Height Restrictions.

No dwelling appurtenance, or outbuilding shall be less than fifteen (15) feet from any side lot line, thirty (30) feet from road and/or front setback. No structure of any kind and no vegetation over eight (8) feet in height will be allowed within fifty (50) feet of front setback on Lots facing runway as shown on the duly recorded Sunrise Skypark master plat on file in the Clerk and Recorder's Office, Owyhee County, Idaho. No buildings or other structures including antennas shall exceed thirty (30) feet in height from the general ground level.

Section 5. Other Building Restrictions.

All building materials used in constructing any dwelling commercial building, garage, outbuilding or any other structure must be architecturally sound. External mercury vapor lights will be conditionally permitted on residential Lot. All buildings and fences shall be painted with a color scheme of earth tones. Multi-colored hangars or unpainted galvanized roofs on hangars are prohibited. All commercial buildings shall be compatible in design with the residential structures and such designs must be approved by the Architectural Review Committee.

Section 6. Construction Requirements.

The work and construction of all buildings commercial and residential, and all other structures shall be prosecuted diligently and continuously from the commencement of construction until totally completed. The exterior appearance including finished painting shall be completed within twelve (12) months from date of commencement. No building materials of any kind shall be stored upon any Lot until and only when an Owner or his building contractor is ready to commence construction and thereupon all such materials shall be stored entirely within the Property line of the building site.

Section 7. Restriction on Further Subdivision.

No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, shall be conveyed or transferred by an Owner, provided that this shall not

prohibit deeds of correction, deeds to resolve boundary disputes and similar corrective instruments.

Section 8. Nuisances.

No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

Section 9. Animals and Pets.

It is the intention of this article not to disallow having pets and other personal animals. Because of the inherent dangers of mixing aircraft and animals in restricted places, it will be necessary to place the following restrictions on all home owners. There will be no commercial or business use of any animals allowed on any lots. All animals kept on the premises for domestic use or as pets shall be adequately confined or tethered at all times so as to prevent any running loose on airport property and so as not to cause a nuisance to a neighbor. Livestock will not be allowed to be kept on any lots within Sunrise Skypark. Livestock, as defined, includes horses, cattle, swine, sheep, ratites, and other large animals which inherently need more space than is available on Skypark lots.

Section 10. Advertising Signs.

No advertising signs, billboards, or other advertising shall be displayed or permitted to remain upon any residential Lot with the exception of real estate signs showing property for sale within the tract.

Section 11. Water and Sewage.

All water systems, wells and sewage disposal systems must be located and constructed in accordance with the requirements standards, and recommendations of the appropriate state and county governmental authorities.

Section 12. Unsightly Objects.

No trucks exceeding one-ton capacity shall be parked or allowed to remain on any lot unless stored in a garage or are completely screened from view by screening as is approved by the Architectural Control Committee. An accumulation of other unsightly objects including junk automobiles junk airplanes, and parts thereof, industrial or construction equipment, building materials (except as provided herein), scrap and wood piles, and other junk-like items shall not be permitted on any Lot. This section is not to be construed to include cut and stacked firewood which shall be permitted subject to Article X herein.

Section 13. Garbage, Storage and Collection.

No Lot shall be used as a dumping ground for rubbish, trash, or garbage. Garbage or trash containers shall be contained within an enclosure. The design and material of said enclosure shall be in keeping with the general appearance of the dwelling and its design shall be subject to approval by the Architectural Control Committee. The enclosures must be kept chained or otherwise secured to prevent access by animals and children. Weekly garbage disposal shall be a requirement of each Owner.

Section 14. Use Restrictions.

Nothing shall be done or kept on a Lot or on the Common Area which would increase the rate of Insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on his Lot or the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area, or which would be in violation of any law.

Section 15. Parking and Use of Automobiles.

Adequate off-street parking shall be provided by each Owner for the parking of automobiles owned by such Owner. At no time will automobiles or other motor vehicles be left unattended on runways or roadways parallel to or circumventing runways. Vehicles will not be operated in such a manner as to be a hazard to moving aircraft. Aircraft will have the right of way over all other vehicles.

ARTICLE XIV: GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability.

Invalidation of any one of these covenants and restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Notices.

Unless otherwise provided herein, any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Effective Municipal or County Ordinances.

Police, fire, aeronautics or other public safety ordinances of any municipal or county authority having jurisdiction over any portion or the properties described herein, shall govern where more restrictive than this Declaration.

Section 5. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, 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 may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five per cent (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Annexation.

Bordering residential and Common Areas may, at any time, be annexed to the Property with consent of two-thirds (2/3) of the votes of membership who are voting in person or by proxy at a meeting duly and properly called in accordance with the By-Laws for this purpose and with the assent of the Owner or Owners of the additional property. All annexations are to be made subject to this Declaration and the Covenants, Conditions, and Restrictions contained herein.

*Note: The CC&Rs were notarized and executed on February 6, 1984 by Lester J. Moncrief. They were recorded as instrument number 179712 Owyhee County Records, Murphy, Idaho.*

*Amendments were recorded on April 27, 1989 as instrument number 198704 and on May 10, 2000 as instrument number 232294.*

*On July 28, 2005 additional changes to the CC&Rs were recorded as instrument number 252728.*

*On August 21, 2014 an amendment to change the designation of Lot 1 Block 3 to residential was recorded as instrument number 284643.*

*This document includes all of the above cited instruments. There is no representation that this copy is error free.*