

**NOTE:**

- This Development recognizes Section 22-4503, Idaho Code, Right to Farm, which states: "No agricultural operation or any appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year; when the operation was not a nuisance at the time the operation began; provided that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or any appurtenance to it."
- No Exotic birds are to be Allowed in the subdivision.
- Building lot 12 of block 1 and lots 9 and 10 of block 2 are to be restricted to the location of erecting structures that would interfere with the approach and take off pattern of the airstrip and shall comply with FAA requirements.

# Chaparral Ranch Subdivision

200212585

THE SW 1/4 OF SECTION 14  
TOWNSHIP 2 NORTH, RANGE 3 WEST, BOISE MERIDIAN  
CANYON COUNTY, IDAHO  
2002

**NOTE:**

- There are 4 to 5 wells on neighboring properties to the northeast. There are no wells within 150ft. of development.
- All users of the pressurized irrigation must be notified if any septic system pipe crosses any portion of the pressurized irrigation pipe.
- The irrigation piping or the septic effluent piping must be double sleeved for a length ten feet beyond the piping in either direction.

RECORDED  
NOV 19 11 22  
CANYON CNTY RECORDER  
C. NOEL HALES  
CANYON CNTY RECORDER

CURVE TABLE					
NO.	RADIUS	DELTA	LENGTH	CHORD	BEARING
C1	20.00	90°33'42"	31.61	28.42	S 44°42'26" E
C2	20.00	90°31'36"	31.60	28.41	S 44°41'22" E
C3	60.00	73°21'19"	76.85	71.68	S 23°24'28" W
C4	20.00	51°19'04"	17.91	17.32	N 64°23'18" E
C5	20.00	51°19'04"	17.91	17.32	S 64°17'32" E
C6	60.00	29°16'49"	30.66	30.33	N 53°16'30" W
C7	20.00	1°36'10"	0.56	0.56	N 89°14'46" E
C8	60.00	50°42'17"	53.18	51.46	S 25°20'24" E
C9	20.00	51°19'09"	17.91	17.32	N 25°04'28" W
C10	20.00	51°19'04"	17.91	17.32	S 64°17'32" E
C11	60.00	102°38'08"	107.48	93.67	N 89°27'10" W
C12	20.00	49°42'55"	17.35	16.81	N 63°35'14" E
C13	60.00	90°31'52"	94.80	85.25	S 45°19'10" W
C14	60.00	89°28'02"	93.69	84.46	N 44°40'41" W
C15	20.00	51°19'09"	17.91	17.32	S 26°14'41" W
C16	60.00	51°51'01"	54.30	52.46	N 25°58'45" E
C17	20.00	90°34'02"	31.62	28.42	S 44°42'05" E
C18	20.00	51°19'09"	17.91	17.32	S 26°14'41" W
C19	60.00	102°38'14"	107.48	93.68	N 89°27'06" E
C20	20.00	51°19'09"	17.91	17.32	S 25°04'28" E
C21	20.00	51°19'09"	17.91	17.32	S 26°14'41" W
C22	60.00	102°38'18"	107.48	93.68	N 89°25'08" E
C23	20.00	51°19'09"	17.91	17.32	S 25°04'28" E
C24	20.00	89°29'25"	31.24	28.16	S 45°18'38" W
C25	20.00	51°19'05"	17.91	17.32	N 64°17'38" W
C26	60.00	72°17'35"	75.71	70.78	S 24°46'53" E
C27	60.00	30°20'33"	31.77	31.40	N 53°54'03" E
C28	20.00	51°19'04"	17.91	17.32	S 64°23'18" W
C29	20.00	51°19'05"	17.91	17.32	N 64°17'38" W
C30	60.00	72°17'35"	75.71	70.78	S 24°46'53" E
C31	20.00	51°19'04"	17.91	17.32	S 64°23'18" W
C32	20.00	90°32'24"	31.60	28.42	N 44°41'02" W
C33	20.00	51°19'04"	17.91	17.32	N 25°04'28" W
C34	60.00	102°38'08"	107.48	93.67	S 00°35'06" W
C35	20.00	51°19'09"	17.91	17.32	N 26°14'41" W
C36	20.00	51°19'09"	17.91	17.32	N 26°14'41" W
C37	60.00	102°38'18"	107.48	93.68	S 00°35'06" W
C38	20.00	51°19'09"	17.91	17.32	N 25°04'28" W
C39	20.00	89°25'17"	31.21	28.14	N 45°17'55" E
C40	20.00	89°26'37"	31.22	28.15	N 45°18'58" E

LINE TABLE	
LINE	BEARING
L1	40.00 S 89°56'22" E
L2	40.00 S 00°35'31" W
L3	40.00 S 00°35'31" W
L4	40.00 N 89°57'52" W
L5	60' 8 S 00°35'06" W
L6	49.82 N 00°34'25" E
L7	50.19 N 00°34'25" E
L8	50.20 N 89°59'16" W
L9	49.80 N 89°59'16" W
L10	60.76 S 00°35'06" W



**NOTE:**

- Fire hydrants must have a minimum flow of 500 gallons per minute for a period of 24 hours. Placement of fire hydrants to be determined by the Fire Chief. Fire hydrants need to be safety yellow for visibility. Homes built a greater distance than 150 ft. from a street will have to meet county standards for surface, width, and emergency turnarounds. House address numbers must be a minimum 6 in. with contrasting to their backgrounds and shall be illuminated.
- The Highway District has no responsibility for the streets on this plot, unless and until a petition has been received and approved together with a dedication of rights-of-way and evidence that said streets meet current District Standards for construction.

## LEGEND

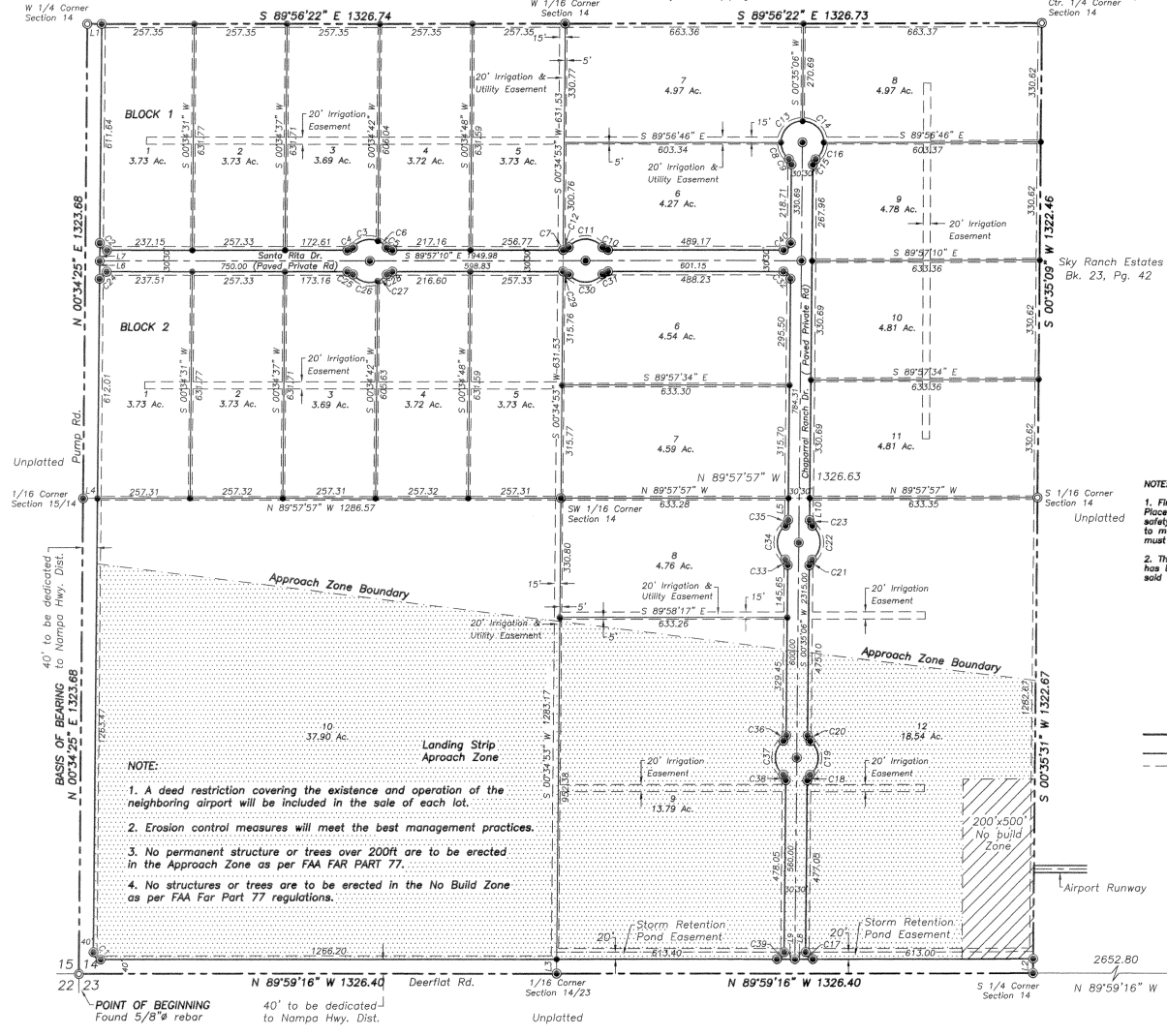
- 5/8" REBAR - FOUND
  - 5/8" x 30" REBAR - SET
  - 1/2" REBAR - FOUND
  - 1/2" x 24" REBAR - SET
  - PROPERTY BOUNDARY LINE
  - Utility, drainage and irrigation easement.
- Unless otherwise noted widths shall be:  
 10 feet along street frontage  
 10 feet on each side of back lot lines  
 5 feet on each side of interior lot lines  
 If a lot line is moved the easement(s) shall move with the lot line, provided that utilities have not been installed within the easement(s).

DATE OF PREPARATION  
October 7, 2001

**Skinner Land Survey Co. Inc.**

2512 S. Georgia Ave.  
Caldwell, Id. 83405  
(208)-454-0903

Sheet 1 of 2



- NOTE:**
- A deed restriction covering the existence and operation of the neighboring airport will be included in the sale of each lot.
  - Erosion control measures will meet the best management practices.
  - No permanent structure or trees over 200ft are to be erected in the Approach Zone as per FAA FAR PART 77.
  - No structures or trees are to be erected in the No Build Zone as per FAA Far Part 77 regulations.

W 1/4 Corner Section 14

Unplatted W 1/16 Corner Section 14

Unplatted Ctr. 1/4 Corner Section 14

Unplatted 1/16 Corner Section 15/14

SW 1/16 Corner Section 14

Unplatted 1/16 Corner Section 14

40' to be dedicated to Nampa Hwy. Dist.

40' to be dedicated to Nampa Hwy. Dist.

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POINT OF BEGINNING Found 5/8" rebar

Unplatted

Unplatted

Unplatted

Bk. 30 Pg. 46

OWNERS' CERTIFICATE

We, Southside, Inc., being first duly sworn depose and say we are the owners of CHAPARRAL RANCH SUBDIVISION more particularly described in the legal description below, state that it is our intention to include said property in this subdivision plat, and that we do for ourselves, our heirs, transferees, successors, and assigns; hereby dedicate, donate, and convey to the public forever the public streets shown on this plat. The easements shown on this plat are intended for the right and purpose set forth and no structures other than those for Utility, Irrigation, or Drainage purposes are to be erected within limits of the easements. Also, we hereby certify that this subdivision is in compliance with paragraph 1, section 50-1334 of the Idaho Code.

This parcel of land consists of the SW 1/4 of Section 14, Township 2 North, Range 3 West, Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the southwest corner of said SW 1/4;

thence North 00° 34' 25" East along the west boundary of said SW 1/4 a distance of 1323.68 feet to the southwest corner of the NW 1/4 of said SW 1/4;

thence continuing North 00° 34' 25" East along said west boundary a distance of 1323.68 feet to the northwest corner of the NW 1/4 of said SW 1/4;

thence South 89° 56' 22" East along the north boundary of said SW 1/4 a distance of 1326.74 feet to the northeast corner of the NW 1/4 of said SW 1/4;

thence continuing South 89° 56' 22" East along said north boundary a distance of 1326.73 feet to the northeast corner of the NE 1/4 of said SW 1/4, said point also being the northwest corner of Sky Ranch Estates, on file in Book 23, Page 42, Office of the Recorder, Canyon County, Idaho;

thence South 00° 35' 09" West along the east boundary of said SW 1/4 and the west boundary of said Sky Ranch Estates a distance of 1322.46 feet to the southwest corner of said Sky Ranch Estates, which is also the northeast corner of the SE 1/4 of said SW 1/4;

thence South 00° 35' 31" West along the east boundary of said SW 1/4 a distance of 1322.67 feet to the southeast corner of the SE 1/4 of said SW 1/4;

thence North 89° 59' 16" West along the south boundary of said SW 1/4 a distance of 1326.40 feet to the southwest corner of the SE 1/4 of said SW 1/4;

thence continuing North 89° 59' 16" West along said south boundary a distance of 1326.40 feet to the POINT OF BEGINNING, containing 161.60 acres, more or less.

Dave Washburn  
Dave Washburn, President, Southside, Inc.

ACKNOWLEDGEMENT

Be it remembered that on this 3rd day of January, 2002, personally appeared Dave Washburn, President, Southside, Inc. who is known to me to be the owner of Chaparral Ranch Subdivision and that executed the above instrument.

In witness whereof, I have hereunto set my hand and notarial seal the day last above written.

Anne Hausfenzel  
Notary Public for Idaho  
Residing at Caldwell, Canyon, Idaho  
Commission expires 10-03-2003



Chaparral Ranch Subdivision

CERTIFICATE OF COUNTY TREASURER

I, Tracie Lloyd, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Tracie Lloyd  
County Treasurer by D. Phaus  
Chief Deputy

March 6<sup>th</sup> 2002  
Date

SURVEYOR'S CERTIFICATE

I, Greg L. Skinner, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat of Chaparral Ranch Subdivision as described in the owners' certificate and the attached plat, was drawn from an actual survey made by me and accurately represents the points thereon.

I further certify that I made this survey under the direction of the owner thereof and that the survey is in conformity with the State of Idaho Codes relating to plats and subdivisions.



CERTIFICATION AND APPROVAL OF COUNTY SURVEYOR

I, Dennis A. King, Canyon County Surveyor, do hereby certify that I have examined the plat of Chaparral Ranch Subdivision and that it complies with the requirements of Idaho State Code.

Dennis A. King P.L.S. 944  
County Surveyor 6 1/4/02 Date

CERTIFICATION AND APPROVAL OF SOUTHWEST DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat are hereby removed according to the letter to be read on file with the Canyon County Recorder or his/her agent listing the conditions of approval.

Don L. Woolery 1-15-02  
Southwest District Health Department Date

CERTIFICATION AND APPROVAL OF NAMPWA HWY. DIST.

Nampa Highway District has no responsibility for the streets shown on this plat, unless and until a petition has been received and approved together with a dedication of rights-of-way and evidence that said streets meet current District Standards for Construction.

Bruce Miller 1-15-02  
Chairman Date

CERTIFICATION AND APPROVAL OF CANYON COUNTY PLANNING AND ZONING COMMISSION

Accepted and approved this 13 day of MAY, 2002 by the Canyon County Planning and Zoning Commission, Canyon County, Idaho.

M. J. [Signature]  
Chairman

CERTIFICATION AND APPROVAL OF CANYON COUNTY COMMISSIONERS

Accepted and approved this 15th day of MARCH, 2002 by the Canyon County Commissioners, Canyon County, Idaho.

Charles [Signature] Chairman  
G. Noel Hales, M. Reeves Clerk Dep.



COUNTY RECORDER'S CERTIFICATE  
INSTRUMENT NUMBER: \_\_\_\_\_ FEET \_\_\_\_\_  
STATE OF IDAHO }  
COUNTY OF CANYON }  
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF SAID LAND OWNER, TO, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_ O'CLOCK IN BOOK \_\_\_\_\_ OF PLATS, AT PAGE \_\_\_\_\_ SAID DAY \_\_\_\_\_  
EX-GRATIS RECORDER DEPUTY

INSTRUMENT NO. 200229377

DECLARATION OF RESTRICTIVE COVENANTS  
OF  
CHAPARRAL RANCH SUBDIVISION

16  
① TNO2-14321 CHR

THIS DECLARATION, executed on the date following his signature, is made by Southside, Inc. an Idaho corporation, through its President, David W. Washburn, hereinafter Declarant, and is based on the following facts:

RECITALS

- A. Declarant is the owner of certain real property in Canyon County, Idaho, which is more particularly described in Exhibit 1 hereto ("Chaparral Ranch Subdivision" or "Property").
- B. Declarant desires to assure the attractiveness of the individual lots and community facilities within the real property; to prevent future impairments thereof; to prevent nuisances; to preserve, protect and enhance the values and amenities of the Property; and to provide for the maintenance of the roadways, irrigation system and other community capital improvements.

NOW THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, each of which shall run with the properties and shall be binding on 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. Declarant reserves the right to amend this Declaration to set forth any additional or modifications to the easements, conditions, covenants, restrictions and reservations applicable to the Lots in the Subdivision or add any other properties to the jurisdiction of this Declaration, whether contained in the original subdivision or not. Any amendments to this Declaration shall affect only those lots not sold at the time of such amendment.

ARTICLE I  
Definitions

- A. "Architectural Committee" means the Committee charged with approval of any construction, erection, alteration or repair of any improvements on any Lot in the Property as hereinafter provided.
- B. "Association" means Chaparral Ranch Subdivision Homeowners' Association, a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.
- C. "Board of Directors" means the Board of Directors of the Association.

- D. "Common Area" means any property, intangible, personal or real, owned by the Association for the common use and enjoyment of the Owners.
- E. "Dwelling Unit" means that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.
- F. "Household" means all persons residing in a Dwelling Unit.
- G. "Irrigation System" means the irrigation system, which provides non-potable irrigation water for each Lot for irrigation and fire suppression purposes only.
- H. "Lease" means any agreement for the leasing or rental of a dwelling unit, including a month-to-month rental agreement. All such leases shall be in writing.
- I. "Lot" means all lots within and shown upon the Plat.
- J. "Owner" means the owner of record, whether one or more persons or entities, of a fee simple title to any lot, but excluding those having an interest merely as security for the performance of an obligation.
- K. "Phase" means development of all lots within a particular location on the Plat prior to beginning development of any other portion. Each Phase shall be identified by a consecutive number beginning with No. 1 and shall be known as a Phase.
- L. "Plat" means the official recorded plat of the Subdivision or any amendments or additions thereto.
- M. "Private Road System" means the private roads serving Lots in the Subdivision.
- N. "Property" means the real property constituting Chaparral Ranch Subdivision, described above and according to the Plat, and any additions thereto, as may be made subject to this Declaration or otherwise brought within the jurisdiction of the Association.
- O. "Project" means the Property and all contemplated improvements thereto.
- P. "Single Family" means any one or more individuals, doing their own cooking and living on the premises as a separate housekeeping unit in a domestic relationship as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.

**ARTICLE II**  
**General Restrictions**

**A. Covenant:** The Declarant hereby covenants for all of said property. Each Owner, whether by ratification of this Declaration or by acceptance of a deed or contract of purchase, whether or not these covenants, conditions and restrictions are expressly set forth in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agrees to comply with and abide by these covenants, conditions and restrictions and agrees for the Owner or Owners, the Owner(s)' heirs, administrators, delegees or assigns to be personally bound by each of these covenants, restrictions, reservations and servitudes, and as may be amended from time to time, jointly, separately and severally.

**B. Enforcement of Restrictions:** The Declarant, Architectural Committee, Association or any Owner shall have the right to enforce, whether at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration or the Articles, Bylaws or Rules of the Association. Not less than ten (10) days prior to bringing an action of enforcement, the offending party shall be served with written notice setting forth with specificity the covenant, restriction, condition, reservation, lien or charge that the person is charged with failing to comply with. Failure to enforce any the foregoing shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions and restrictions are cumulative and all remedies provided herein for breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

**C. Judgment and Attorneys' Fees:** Whether an action is prosecuted to judgment, the prevailing party shall be entitled to reasonable attorneys' fees and costs. In the event of judgment against any person, the court may award injunction against any person for violation, required compliance as the court deems necessary, award such damages, reasonable attorneys' fees, costs and expenses as well as such other or further relief as may be deemed just and equitable.

**D. Mortgages or Deeds of Trust Not Invalidated:** The breach of any of these covenants, conditions, restrictions or any repurchase by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

**E. Compliance with Applicable Laws:** All development within the Subdivision shall comply with all relevant State and County ordinances, regulations and laws.

**F. Residential Use Only:** With the exception of Lot 12, Block 1 and Lots 9 and 10 of Block 2, all of the lots in the Subdivision shall be known and described as residential lots. None of the lots, or any part thereof shall be used for commercial purposes. The use of the lots shall be limited to single-family dwellings. Lot 12, Block 1 and Lots 9 and 10 of Block 2 may be used for single family residential as well as agricultural.

**G. Easements:** Easements for the installation and maintenance of utilities, irrigation and drainage facilities are either reserved or granted as shown on the Plat. Within these

DECLARATION OF RESTRICTIVE COVENANTS  
CHAPARRAL RANCH SUBDIVISION, Page 3

easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**H. Sewage Disposal Systems:** All sewage disposal systems shall be constructed in compliance with the standards, laws, rules and regulations set forth by all governmental entities including state, county and local ordinances. No privies or outdoor toilets shall be allowed, except during initial construction.

**I. Re-Subdivision:** With the exception of Lot 12, Block 1 and Lots 9 and 10 of Block 2, no Lot may be re-subdivided. Re-subdivision shall not result in a Lot smaller than five (5) acres.

**J. Right to Farm:** All purchasers shall execute a Right to Farm disclosure acknowledging that they will be purchasing a lot in an agricultural area in which gravel extraction or agricultural practices including application of chemicals, raising of livestock in confined areas night operations, dust and noise may take place. All purchasers agree by the purchase of any lot, that they will not contest any such lawfully conducted agricultural uses being conducted on neighboring properties.

**K. Nuisance Animals Prohibited:** There shall be no nuisance animals, which are defined as swine, pea cocks or pea hens or guinea fowl. The number of animals kept per acre shall be in compliance with the densities provided by Canyon County ordinance at the time of purchase of the lot by each purchaser. Provided however, that not more than the following shall be allowed per acre or portion thereof:

- a. Two (2) cows,
- b. One (1) horse,
- c. One (1) goat,
- d. Two (2) sheep,
- e. Two (2) llamas,
- f. Two (2) exotic avian species such as emu or ostrich.

**L. Parking and Non-working Vehicles:** No vehicle, trailer or boat shall be parked on any portion of any common area or along any roadway for more than forty-eight (48) consecutive hours. No vehicle, which is not in running condition, shall be kept in any place visible to the public. There shall be a limit of one (1) non-working vehicles per lot. Such vehicles shall be kept in an enclosed space such as a barn or garage and shall not be visible to the public.

**M. Signs:** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than four (4) square feet which advertises the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**N. Trash Storage and Disposal:** Except for the day of normal trash collection service, all trash shall be kept inside garages, sheds, etc. such that it is not visible to the public. All trash shall be kept in such a manner so as to prevent it from being strewn or blown over any portion of the Subdivision. No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. The property shall be used in such manner as to be inoffensive to any other property owner within the Subdivision.

**O. Operation of Businesses:** No business shall be maintained or conducted on any lot or any portion thereof, except as can be conducted entirely within the residential dwelling and meeting the criteria of home occupations as an allowed use under Canyon County Zoning ordinances. Garage sales may be conducted but shall be limited to two such sales per calendar year per lot. For purposes of this section, agricultural operations on Lot 12, Block 1 and Lots 9 and 10 of Block 2 shall not be considered businesses.

**P. Oils and Mineral Exploration and Storage:** No oil drilling, oil development operation, oil refining, commercial quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No structure for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

### ARTICLE III CONSTRUCTION RESTRICTIONS

**A. Completion of Construction:** The construction of all dwellings shall be prosecuted diligently and continuously from the date of commencement thereof, and the same shall be completed within one year after the date of commencement unless such completion is prevented by causes beyond the control of the owner thereof.

**B. Construction Materials and Approvals:** All dwellings shall be new stick construction and shall be of frame, stone, brick or other construction as approved by the Architectural Control Committee. All buildings are subject to approval of the Architectural Control Committee prior to construction. If other than brick or stone is used, the exterior shall be finished and painted and such finish kept in good repair and condition.

**C. Damage to Improvements:** It is the responsibility of the Builder of any structure in the Property to leave streets, curbs, sidewalks, fences, tiled irrigation lines or other improvements, if any, as well as utility facilities, free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time construction commences on each Lot. The builder is responsible for notification to the contrary, in writing, to the Architectural Committee at the time construction commences.

**D. Driveways:** All Lots shall be provided with a driveway paved with either asphalt or concrete from the garage entry to the road serving the Lot or as otherwise approved by the Architectural Committee. Driveways for all Lots shall be of sufficient size for off-street parking for three (3) standard size automobiles. Any driveway constructed on any of the Lots shall have a pipe or conduit or culvert (hereinafter collectively pipes) there under at least twelve (12) inches in diameter, near the street line of the Lot and at any point where the driveway crosses any ditch or pipe or drainage area so as to permit the movement of irrigation waters or for drainage. The pipes may be made of tile, concrete, iron or steel, or any other substance of permanent nature.

**E. Dwellings:** No dwelling shall exceed two (2) stories in height with a garage for not less than two (2) vehicles, including boats and camper trailers. Lots may contain such outbuildings incidental to a rural residential or agricultural use as approved by the Architectural Control Committee.

**F. Easements:** In addition to the easements shown on the Plat, additional easements are reserved.

1. An easement of ten (10) feet in width on either side of all property lines is reserved for the purpose of maintenance of fences and landscaping. Provided however, an adjacent Lot Owner using such easement for such access shall not damage the neighboring Lot or if damage occurs, shall immediately repair any such damage and restore the Lot to the condition prior to such damage.

2. An easement is further reserved, ten (10) feet on each side of all Lot lines for installation and maintenance of utilities, irrigation, and drainage equipment and facilities. There shall also be storm water retention or barrow pit (swale immediately adjacent to the roadway) easements on all lots for the purposes of retaining all on-site drainage from the roadways.

**G. Fencing:** Fencing is not required. All fencing must be approved by the Architectural Committee prior to installation. If fencing is installed between the front of the Dwelling and the Private Road, it shall be of white vinyl fencing material, two (2) or three (3) rail, or as approved by the Architectural Committee. All fencing installed along Deer Flat and Pump Roads shall be of white vinyl fencing or as approved by the Architectural Committee. If the fencing encloses a pasture, an unobtrusive second fence may be installed immediately inside the white vinyl fencing with Architectural Committee approval.

**H. Individual Lot Irrigation Systems:** With the exception of Lot 12, Block 1, all irrigation systems must be approved by the Architectural Committee prior to installation and must be compatible with the pressurized irrigation system installed by Declarant. Lot 12, Block 1 shall not be entitled to utilize the pressurized irrigation system installed by Declarant but must provide its own irrigation water.

**I. Landscaping:** Weather permitting, landscaping of front yard must be completed within ninety (90) days of occupancy, weather permitting. Landscaping of the front yard shall include:

1. At least two (2) trees of at least one and one half (1.5) inch caliper measured from the ground;
2. Five (5) one-gallon shrubs;
3. Lawn, which may be seeded, hydro-seeded or sod.

Landscaping of the back yard, including grass but exclusive of pasture, shall be completed within one (1) year of first occupancy of the residence. Nothing shall be placed within the drainage easements that will interfere with drainage. Nothing, other than grass, may be planted within the drainage easement without the Architectural Committee's prior written approval. Lot Owners shall take all reasonable efforts to keep Lots weed-free. In no event shall weeds be allowed to grow to a height exceeding twelve (12) inches on any Lot including undeveloped Lots.

**J. Minimum Floor Area of Dwellings:** On Lots 1 through 5 Block 1, and Lots 1 through 5, Block 2, all dwellings of one story shall be at least one thousand six hundred (1,600) square feet, exclusive of one story open porches and garages and dwellings of more than one story shall have at least two thousand two hundred (2,200) square feet, with a minimum of one thousand four hundred (1,400) square feet on the ground floor, exclusive of one story open porches and garages. On Lots 6 through 11 Block 1, and Lots 6, 7, and 8 of Block 2, all dwellings of one story shall be at least one thousand eight hundred (1,800) square feet, exclusive of one story open porches and garages and dwellings of more than one story shall have at least two thousand eight hundred (2,800) square feet, with a minimum of one thousand six hundred (1,600) square feet on the ground floor, exclusive of one story open porches and garages. Any Tri-level residences shall have a minimum twenty-four hundred (2,400) square feet of living area. All dwellings on Lot 12, Block 1 and Lots 9 and 10 of Block 1 shall be a minimum of two thousand eight hundred (2,800) feet above ground.

**K. Prohibited Buildings:** No manufactured or mobile homes or trailer houses of any kind shall be permitted, including any such use as a temporary residence. However, occasional use of a trailer house by individuals temporarily visiting a lot owner shall be permitted so long as such use does not exceed thirty (30) days.

#### **ARTICLE IV Architectural Committee**

**A. Initial Members:** The initial members of the Architectural Committee are appointed by and serve at the discretion of the Declarant. The initial members are David W. Washburn and Kelly Washburn. These individuals serve at the discretion of the Declarant, which may increase the number of Committee members but may not decrease the numbers beyond two (2).

In the event of death or resignation of a member, the remaining members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, the Declarant, of if after the completion of the last dwelling unit, the Board of Directors of the Association shall appoint a replacement.

**B. Action by Quorum and Majority:** A majority of the Committee shall constitute a quorum. All action by the Committee shall be by majority vote of those members in attendance so long as a quorum is present at a meeting.

**C. Liability for Committee Action:** All Owners agree that the Committee and its successors shall incur no liability for any omissions or acts under this Declaration.

**D. Duties:** The duties of the Architectural Committee are to review, approve, deny or condition approval of all new construction on such terms and conditions as the Committee shall deem appropriate. Its determination is binding on all parties. The Committee is further charged with enforcement of this Declaration until the Board of Directors takes over the responsibilities of the Committee pursuant to Paragraph H below. The Committee may, with the consent of the Declarant, appoint a sub-committee to enforce all areas of this Declaration not pertaining to new construction.

**E. Duties of Sub-Committee:** In the event that a Sub-Committee is appointed, its duties shall be to enforce, control and review for approval, non-approval or conditional approval, all areas encompassed by this Declaration not pertaining to new construction. However, upon completion of the last dwelling house, the Sub-Committee shall take over all duties of the Architectural Committee and its members will then be appointed by the Board of Directors of the Association. All Owners agree that the Sub-Committee and its successors shall incur no liability for any omissions or acts under this Declaration. In the event of death or resignation of a member, the remaining members shall have full authority to act, and within a reasonable time after the occurrence of such vacancy, the Architectural Committee and Declarant, of if after the completion of the last dwelling unit, the Board of Directors of the Association shall appoint a replacement.

**F. Submission of Plans and Specifications:** Prior to any construction, erection repair or alteration, including different color or materials, of structures, fences, outbuildings, etc., as herein provided, there shall be submitted to the Committee, one set of detailed plans and specifications.

**G. Approval by Architectural Committee:** No building or other structure, shall be erected, placed altered or maintained on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Committee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with specific material type requirements.

The Committee shall have fifteen (15) days to review the plans, drawings and specifications. The Committee shall indicate its approval of the proposal by the dating and signing of the plans by a designated member of the Committee. Such approval shall be

construed as full compliance with this Declaration. Approval shall be transmitted to the applicant by letter. No proposal shall be deemed approved without the authorized signature of a Committee member. The Committee shall have the sole discretion to determine what is substantial or full compliance with this Declaration. The Committee shall have the right to retain the plans and specifications.

**H. Release of Initial Committee and Sub-Committee:** Upon the sale of the last Lot in the Property, the work of the initial Committee and Sub-Committee shall be deemed completed, and said members shall then be automatically released from all responsibilities thereto. If the Association has been formed, then at the sale of the last Lot and not before, the then seated Board of Directors of the Association shall automatically become the Architectural Committee. Amending this Declaration shall not affect this provision.

## ARTICLE V Homeowners' Association

**A. Incorporation of Declaration:** All the provisions of this Declaration shall be incorporated into the Articles of Corporation of the Homeowner's Association as if fully set forth therein. If there is a conflict between the Articles of Incorporation, Bylaws or rules of the Association and this Declaration, the provisions of this Declaration shall control.

**B. Establishment of Association:** Not later than the sale of the last Lot in Phase I, the Owners shall form the Association through filing of Articles of Incorporation as a nonprofit Idaho Corporation with the Idaho Secretary of State.

**C. Membership:** Every Owner of Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**D. Membership Classes:** The Association shall have two (2) classes of voting membership:

1. The Class A members shall all be Owners, with the exception of the Declarant, during the period when the Declarant is a Class B member. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such Owners determine. However, there shall not be more than one (1) vote cast per Lot; fractional votes shall not be permitted. The vote applicable to any Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

2. The sole Class B member shall be the Declarant, which shall retain seventy-five percent (75%) voting control until the last available Lot in the entire subdivision is sold. In that event, Declarant shall become a Class A member to the extent and under the same conditions as other Owners of Lots.

**E. Officers and Directors:** At an annual meeting called pursuant to written notice as herein provided for the establishment of annual assessments, a Board of Directors of the

Association shall be elected by ballot of a majority of those attending said meeting or voting by proxy. The Board shall consist of three (3) Directors elected to serve for a period of one year. One member shall serve as the Chairperson of the Board, elected by majority vote. One person shall serve as Secretary to the Board.

**F. Assessments:** Each Owner of any Lot, by acceptance of a deed therefore, whether or not expressed in such deed, is deemed to covenant and agrees to pay to the Association for the maintenance, repair, and improvement of the private roads and irrigation system:

1. An initial assessment of one hundred dollars (\$100) for each Lot, payable at closing.
2. Regular annual or other regular periodic assessments or charges. The initial periodic assessment for all Lots shall be twenty dollars (\$20.00) per month per Lot for the operation and maintenance of the pressure irrigation system as well as the private roads.
3. Special assessments for capital improvements, including repair or alteration of existing improvements or new improvements. Such special assessments to be fixed, established and collected from time to time as hereinafter provided.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the private roads or irrigation systems or abandonment of the Owner's Lot.

**G. Property Exempt from Assessments:** The following property subject to this Declaration shall be exempt from the assessments created herein:

1. Properties expressly dedicated to and accepted by a local public authority;
2. Lots or Common Areas owned by the Association.

**H. Due Date of Assessments:** The annual assessments shall commence as to each Lot on first day of the month following the conveyance of the Common Areas or facilities, e.g., irrigation system. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors, or the Architectural Committee prior to the establishment of the Association, shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors or the Architectural Committee prior to establishment of the Association. The Association shall, upon demand, and for a reasonable charge furnish a certificate by an officer of the Association setting forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**I. Unpaid Assessments:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or at such other interest rate as may be established annually by the Board of Directors. The lien of the assessments shall be subordinate to the lien of any first mortgage provided that such first mortgage is held by a person or entity unrelated to the Lot Owner. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**J. Use of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas and improvements thereon.

**K. Increase in Assessment Amounts:** From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership. It may be increased above 5% only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose as set forth below.

**L. Assessments a Charge Against the Lot:** The regular and special assessments, together with interest, costs of collection and reasonable attorneys fees shall be a charge on any Lot and shall be a continuing lien on the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. 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.

**M. Notice and Quorum for Meetings:** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs F and G shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of Owners or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days and not more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by those present, in person or by proxy, of twenty-five percent (25%) for each class of membership.

**N. Common Area Matters:** The Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such condition or transfer shall be effective unless authorized by members entitled to cast two-

thirds (2/3) of the majority of the votes at a special or general member's meeting and an instrument signed by the Chairperson and Secretary has been recorded in the appropriate county deed records, agreeing to such dedication or transfer. Written notice of the proposed action and meeting at which action is intended to be taken shall be sent to every member of the Association not less than ten (10) days nor more than fifty (50) days prior to such dedication or transfer.

O. Association Duties: The Association is authorized to, but not limited, to the following:

1. Prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year which grow out of or are in connection with the maintenance and operation of Common Areas and improvements. This budget may include, but is not limited to the cost of maintenance, management, special assessments, insurance (fire, casualty and public liability, etc.), common lighting, landscaping and care of grounds, repairs, renovations and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association from a previous period, and the creation of any reasonable contingency or other reserve fund.

2. Perform or have performed the repairs, upkeep and maintenance, normal servicing, gardening, development of rules for use, care and safety of Common areas, annual planting of landscape including flowers, payment of bills and related expenses for any Common Areas.

2. Any other responsibilities not inconsistent with this Declaration set forth in the Association's Articles of Incorporation, Bylaws or rules.

#### ARTICLE VIII Pressurized Irrigation System

A. Irrigation System: Declarant has constructed a pressurized irrigation system providing non-potable irrigation water to serve all Lots with the exception of Lot 12, Block 1, which shall not be entitled to utilize such system but must provide its own irrigation system.

B. Wells: There are two (2) wells providing irrigation water, one located on Lot 8, Block 2, which directly irrigates Lots 1 through 11 of Block 1 and Lots 1 through 8 of Block 2. The second well is located on Lot 9, Block 2, and is used to directly irrigate Lots 9 and 10, Block 2. Both wells are considered part of the system. The second well may be utilized as a back-up to irrigate the remainder of the Subdivision but shall serve Lots 9 and 10, Block 2 prior to serving the remainder of the Subdivision.

C. Easements: The Declarant and Association shall have an easement for access, operation and maintenance purposes across Lots 8 and 9, Block 2.

**D. Fire Suppression:** The wells shall also be utilized for the purposes of fire suppression and shall include the water hydrants installed by Declarant. These hydrants may be located either wholly within a Lot or on the property line between Lots. The Declarant and Association shall have an easement for access, operation and maintenance purposes on any Lot on which a hydrant is located.

## **ARTICLE IX Insurance and Bond**

**A. Multi-Peril Insurance:** The Association may obtain and keep in full force and effect at all times a multi-peril type policy covering any Common Area improvements, providing as a minimum, fire and extended coverage and all other coverage in the kinds and amounts investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on replacement cost).

**B. Comprehensive Public Liability Insurance:** The Association must, if available at a reasonable cost, have a comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement, which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

**C. Contribution:** Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgage holders.

**D. Subrogation Waiver:** Each policy of insurance obtained by the Association shall where possible provide:

1. A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests.

2. A Provision that the policy cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured.

3. That any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

**E. Idaho Insurers:** All policies shall be written by a company licenses to write insurance in the State of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

**F. FHLMC/FHMA Requirements:** Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA)

**G. Worker's Compensation:** The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

**H. Miscellaneous:** The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the properties, including any personal property of the Association located thereon. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

#### **ARTICLE X Miscellaneous**

**A. Binding Effect:** The covenants and restrictions of this Declaration and any amendment hereto shall run with and bind the land. These covenants 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 years unless amended in accordance with Paragraph D below.

**B. Amendment:** This Declaration, except the easements herein granted, may be amended by the Declarant at any time prior to the sale of the last Lot. After the sale of the last Lot, up to the end of twenty (20) years from the date this Declaration is recorded, it may be amended but not terminated, at any time, but only by an instrument signed and acknowledged by the President and Secretary of the Association affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than seventy-five percent (75%) of the Lots subject to this Declaration. Thereafter, this Declaration may be amended or terminated only by an instrument signed and acknowledged by the President and Secretary of the Association, affirming that such amendment was approved, either by proxy or affirmative vote at a meeting called for such purpose, of not less than sixty-six percent (66%) of the Lots.

**C. Assignment by Declarant:** Any or all rights, powers and reservations of Declarant herein contained may be transferred or assigned to the Association or to any other person, including corporations or associations which are now organized or which may hereafter be organized which will assume the specific rights, powers and duties of Declarant hereunder, evidencing its intent in writing to accept such assignment. All rights of Declarant hereunder

DECLARATION OF RESTRICTIVE COVENANTS  
CHAPARRAL RANCH SUBDIVISION, Page 14

reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of the Property until the sale of the last Lot.

D. Enforcement may be prosecuted by any lot owner and may be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure by any owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

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

DECLARANT – SOUTHSIDE, INC.

David W. Washburn  
David W. Washburn, President

Dated: 6/28/02

STATE OF IDAHO )  
COUNTY OF Canyon )<sup>ss</sup>

On this 28<sup>th</sup> day of June, 2002, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared David W. Washburn known or identified to me to be an officer or agent of the above named corporation and acknowledged that he was authorized to and did execute the same on behalf of the corporation.

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

Carrie Homburg  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
Residing at: Idaho  
My Commission expires: 12/29/03

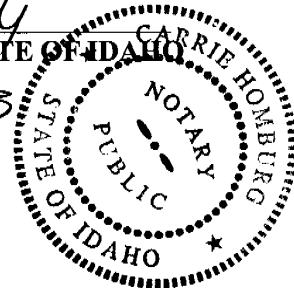


EXHIBIT "1"

TRANSACTION-NAMPA

REQUEST TYPE Misc FEE 48.00

CANYON CITY RECORD

302 JUN 28 PM 3 57

RECORDED

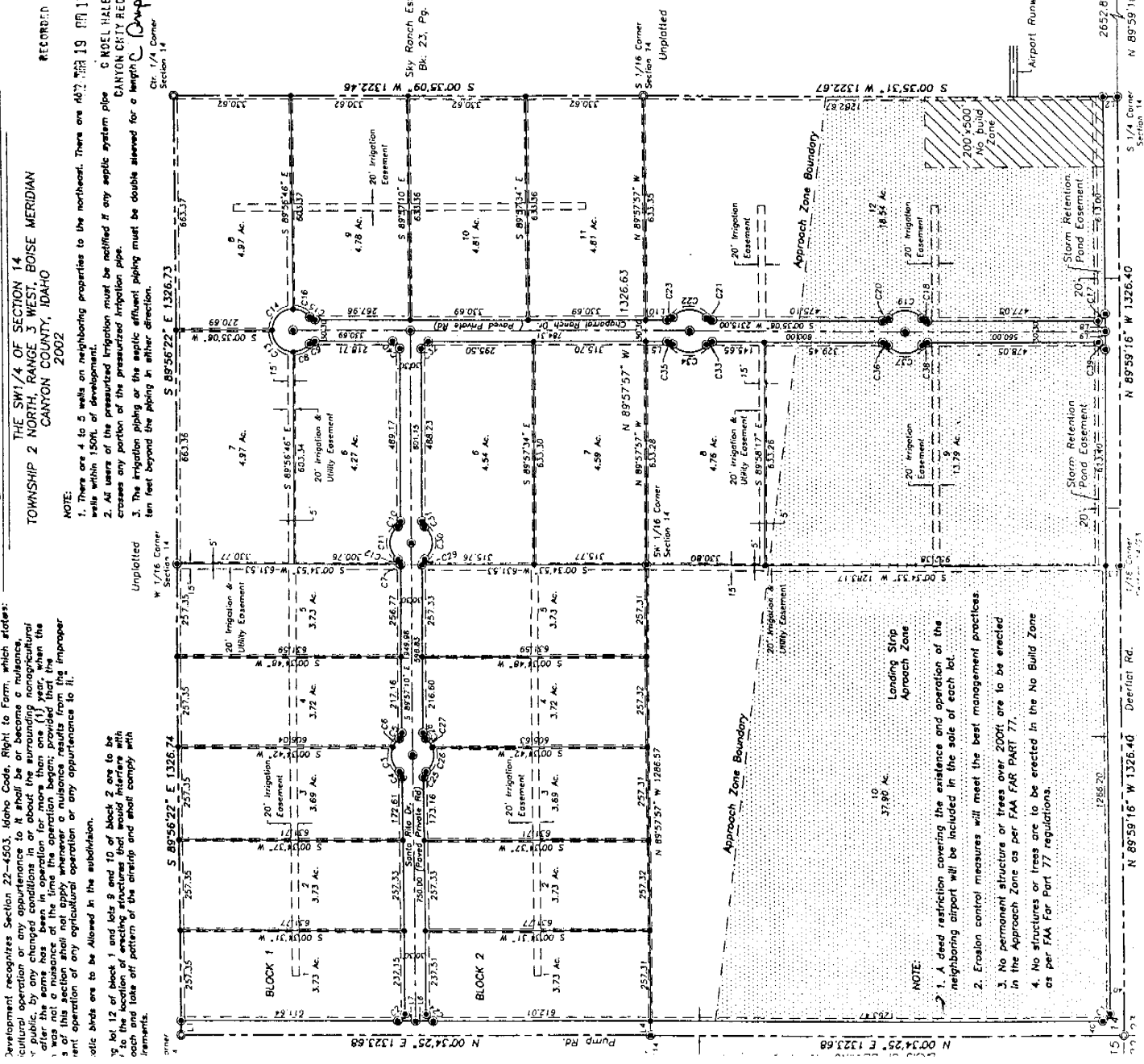
200229377

DATE OF PREPARATION October 7, 2001

Table with columns: LINE, LENGTH, BEARING. Lists lines C1 through C40 with their respective measurements and bearings.

NOTE: 1. The hydrants must have a minimum placement of the hydrants to be determined by the utility. 2. The hydrant depth has no impact on the hydrant and approved hydrant and streets meet current District Plans.

- 5/8" REBAR
5/8" x 24'
1/2" x 24'
PROPERTY BC
Utility, drain
Unless other
10 feet
10 feet
5 feet c
If a lot line with the lot been installed



Development recognizes Section 22-4603, Idaho Code, Right to Farm, which states: cultural operation or any appearance to the public, by any... 1. A dead restriction covering the existence and operation of the neighboring airport will be included in the sole of each lot.

NOTE: 1. There are 4 to 5 wells on neighboring properties to the northeast. There are 45' x 11' 22' wells within 1500' of development. 2. All users of the pressurized irrigation must be notified if any septic system pipe crosses any portion of the pressurized irrigation pipe. 3. The irrigation piping or the septic effluent piping must be double sleeved for a length of 10 feet beyond the piping in either direction.

NOTE: 1. A dead restriction covering the existence and operation of the neighboring airport will be included in the sole of each lot. 2. Erosion control measures will meet the best management practices. 3. No permanent structure or trees over 200ft are to be erected in the Approach Zone as per FAA FAR PART 77. 4. No structures or trees are to be erected in the No Build Zone as per FAA Part 77 regulations.

INSTRUMENT NO. 200550063

FIRST AMENDMENT TO  
CHAPARRAL RANCH SUBDIVISION  
DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment to the Chaparral Ranch Subdivision Declaration of Restrictive Covenants (hereinafter Declaration) previously recorded as Instrument No. 200229377 on June 28, 2002, Records of Canyon County is effective immediately upon recordation hereof.

Article VII Pressurized Irrigation System, is amended to read as follows:

C. Easements: The Declarant and Association shall have an easement for access, operation and maintenance purposes across Lots 8 and 9, Block 2. The easement on Lot 8 shall be located adjacent to and run along the entire north boundary of the Lot. It shall be as wide as necessary to accommodate equipment to improve, maintain or operate the well located on that Lot, but in no event shall it be narrower than twenty (20) feet from the Lot line. In addition, there shall be an easement fifty feet by fifty feet (50' x 50') for the well. The north boundary of the well easement shall be the north Lot line. No permanent structures or plantings other than grass shall be located within these easements. Regardless of setting forth of specific footage, the easement granted hereby shall be whatever width and length to accommodate ingress, egress, improvement, maintenance, and operation of the well system and facility. This paragraph cannot be deleted or amended except by a unanimous vote of all of the Lots and a substitute access and location for the well facility.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the date following its signature below.

Southside, Inc. an Idaho corporation

David W. Washburn  
David W. Washburn, President

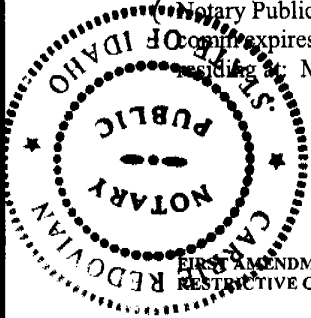
Dated: 8/16/05

State of IDAHO  
County of CANYON

On this 16TH day of August, in the year 2005, before me, a Notary Public personally appeared David W. Washburn known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

David Redovan

Notary Public  
My commission expires: 3/10/09  
Residing in: Melba



2005 AUG 16 PM 4 18  
G NOEL HALES  
CANYON CNTY RECORDER  
BY Chad Davis

200550063  
RECORDED

PIONEER-CALDWELL  
REQUEST: \_\_\_\_\_  
TYPE MHC FEE 3.00

2014-014529

RECORDED

04/23/2014 11:10 AM



00 10 43 73 20 14 00 14 52 90 02 00 22

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 RECORD1

\$13.00

MISC

CHAPARRAL RANCH SUBDIVISION

**AMENDMENT TO DECLARATION  
OF RESTRICTIVE COVENANTS OF  
CHAPARRAL RANCH SUBDIVISION**

In order to better manage costs of irrigation and more fairly allocate water use costs between each Owner, the Declaration of Restrictive Covenants of Chaparral Ranch Subdivision, Instrument 200229377 ("Declaration") is hereby amended by the proxy or affirmative vote of not less than seventy-five percent (75%) of the Lots subject to this Declaration. Amendment is authorized by Article X, Section B of the Declaration.

The Declaration is amended as follows. Any terms should be given the same definition as in the Declaration. All Article and Section references are to the Declaration.

**I. ALLOCATING WATER USE COSTS**

**A. Amend Section F(2) of Article V Assessments as follows:**

2. Regular annual or other regular periodic assessments or charges. The initial periodic assessment for all Lots shall be twenty dollars (\$20.00) per month per Lot for the operation and maintenance of the pressure irrigation system as well as the private roads. *All Lot owners who use the pressurized irrigation system shall be assessed for their pro rata share of the monthly costs of electricity for operating the pumps or irrigation system. Each Lot owner's responsibility for such cost shall be calculated based upon the number of acres irrigated per month. This surcharge shall be considered a part of the Lot owner's assessment account and shall be enforceable as such. In the event that a Lot owner leases his Lot for agricultural purposes and his tenant uses the pressurized irrigation system, the Lot owner shall be responsible for both the monthly surcharge, as well as a reasonable yearly rental fee that shall be determined by the Board from time to time.*

**B. Amend Section B of Article VIII Wells by adding the following sentence to the end of the section:**

*Either well may serve as a temporary back-up to the other well.*

**II. ELIMINATING THE ASSOCIATION'S RESPONSIBILITY FOR MAINTENANCE OF PRIVATE ROADS.**

**A. Amend Section F of Article V Assessments to remove any and all reference to the maintenance of private roads. Section F is further amended to include a new provision:**

4. *The Association shall not be responsible for the maintenance of any private roads within the Subdivision, or any associated costs. Any reference to the maintenance of private roads found in this Declaration, or in the Association's Bylaws or Articles of Incorporation, are hereby stricken.*



# ACCOMMODATION

**2016-051822**  
RECORDED  
**12/13/2016 03:51 PM**  
CHRIS YAMAMOTO  
CANYON COUNTY RECORDER  
Pgs=9 SDUPUIS \$34.00  
TYPE: MISC  
PIONEER TITLE CANYON - CALDWELL  
ELECTRONICALLY RECORDED

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS  
OF  
CHAPARRAL RANCH SUBDIVISION**

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH SUBDIVISION ("Amendment") amends the Declaration of Restrictive Covenants of Chaparral Ranch Subdivision, recorded as Instrument 200229377 in the Records of Canyon County, Idaho, as amended by Instrument 105165058 on November 1, 2015 ("Declaration").

The purpose of this Amendment is to separate and clarify ownership of two wells and their associated pumps, water rights, and other appurtenances, and to remove Lot 10 from the Chapparal Ranch Subdivision Homeowners Association, Inc. ("Association"), while leaving Lot 10 subject to certain restrictive covenants memorialized by a restrictive deed and covenant recorded separately (in the form of Exhibit "A").

This Amendment was passed for good and valuable consideration and to resolve certain disputes between the owners of Lot 10, Block 2 and the Association. Unless defined separately in this Amendment, terms have the same meaning as in the Declaration, and lot descriptions refer to the same lots defined in the Declaration and the Plat of the Subdivision recorded as Instrument 200212585 in the Records of Canyon County ("Plat").

**AMENDMENT**

Notwithstanding anything to the contrary in the Declaration or the Plat:

1. Lot 10, Block 2 as defined in the Declaration and on the Plat, and its future owners and successor in title ("Lot 10") is no longer part of the Association. As a result:
  - a. Lot 10 no longer has any votes in the Association appurtenant to it.
  - b. The exceptions for Lot 10 currently found in the Declaration, including but not limited to Article II, Sections F, I, and O, are stricken.
  - c. Lot 10 is no longer subject to any provisions of the Declaration, unless included specifically in this Amendment.
  - d. Easements and well rights must be adjusted as described in this Amendment.
2. The water rights and pump assignments described in the Declaration are changed as follows:
  - a. The well located on the northwest corner of Lot 8 Block 2, with its pump, water rights, and appurtenances ("HOA's Well") shall provide water for the Association and its members, including both fire hydrants.
  - b. The HOA's Well shall not provide water to Lot 10.
  - c. The Association shall be responsible to maintain and replace the HOA's Well to the extent that the Declaration requires the Association to maintain any well. The Association is responsible to maintain and replace no other well.

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH  
SUBDIVISION**

- d. Except as outlined in this Amendment, Lot 10's owners are hereby released from any past or future obligations or liabilities, known or unknown that it may have regarding the HOA's Well.
  - e. The well located on the southwest corner of Lot 9 Block 2, with its pump, water rights, and appurtenances ("10's Well") shall provide water for Lot 10.
  - f. 10's Well shall not provide water to the Association and its members.
  - g. Lot 10 shall be responsible to maintain and replace 10's Well only. Lot 10 is responsible to maintain and replace no other well.
  - h. Except as outlined in this Amendment, the Association is hereby released from any past or future obligations or liabilities, known or unknown that it may have regarding 10's Well.
3. Easements across Lot 10 and across the Association in favor of Lot 10 are vacated or remain as follows:
- a. The existing 20 foot easement along the eastern edge of Lot 10 remains in place for the benefit of the Association and its members.
  - b. The existing 20 foot easement surrounding 10's Well for the benefit of Lot 10 remains in place for the benefit of Lot 10.
  - c. No structure, planting or other material shall be placed or permitted to remain within these easements described in Sections 3 (a) and (b) which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of water through drainage channels in the easements. The easement area and all improvements in it shall be maintained continuously by the lot's owner, except for those improvements for which a public authority or utility company is responsible.
  - d. Except as defined in this Amendment, any easements across other lots in the Association benefitting Lot 10 are hereby vacated to the extent that they purport to or are construed to convey a benefit to Lot 10.
  - e. Except as defined in this Amendment, any easements across Lot 10 benefitting the Association and its members are hereby vacated to the extent that they purport to or are construed to convey a benefit to the Association and its members. However, building on Lot 10 is still subject to the same setback requirements along the north and east edges of Lot 10.

This Amendment is authorized by Article X, Section 8 of the Declaration and the signature and acknowledgement of the President and Secretary of the Association certifying receipt of the proxy or affirmative vote of not less than seventy-five (75%) of the Lots subject to this Declaration as of the date indicated.

So Certified by the Chapparal Ranch Subdivision Homeowners Association, Inc.:

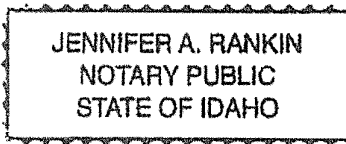
Date: Shane Sapp  
Shane Sapp  
Chair

Christine Valesko  
Christine Valesko  
Secretary

SUBSCRIBED AND SWORN to before me by Shane Sapp, who is known to me or presented proof of his identity, and who affirmed or provided documentary evidence that he is the elected Chair of Chapparal Ranch Subdivision Homeowners Association, Inc.

Jennifer A Rankin  
Name: Jennifer A Rankin  
Notary Public for Idaho  
My Commission Expires: 5-7-19

Date: October 21, 2016



SUBSCRIBED AND SWORN to before me by Christine Valesko, who is known to me or presented proof of her identity, and who affirmed or provided documentary evidence that she is the elected Secretary of Chapparal Ranch Subdivision Homeowners Association, Inc.

Aubrey Farnier  
Name: Aubrey Farnier  
Notary Public for Idaho  
My Commission Expires: 11-8-16

Date: 10-19-16



SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH  
SUBDIVISION

COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOT 10 BLOCK 2 OF CHAPPARRAL RANCH  
SUBDIVISION

I. Article I General Provisions

A. Property: These Covenants, Conditions and Restrictions For Lot 10 Block 2 of Chaparral Ranch Subdivision (the "Instrument") run with the land known as Lot 10 Block 2 of Chaparral Ranch Subdivision, Canyon County Idaho (the "Property") as shown on the Plat of Chaparral Ranch recorded as Instrument 200212585 in the Records of Canyon County ("Plat"), for the benefit of all current and future owners and the Chaparral Ranch Subdivision Homeowners Association, Inc. ("Chaparral Ranch HOA").

B. Covenant: The Instrument applies to all of the Property. It was recorded in exchange for good and valuable consideration. Each Owner, whether by ratification of this instrument or by acceptance of a deed or contract of purchase, whether or not these covenants, conditions and restrictions are expressly set forth in any such deed or other conveyance or agreement for conveyance is deemed to covenant and agrees to comply with and abide by these covenants, conditions and restrictions and agrees for the Owner or Owners, the Owner(s)' heirs, administrators, delegees or assigns to be personally bound by each of these covenants, restrictions, reservations and servitudes, and as may be amended from time to time, jointly, separately and severally.

C. Enforcement: Each owner of land in the Property ("Owner"); any association formed by the Owner or Owners from time to time to administer covenants and restrictions, and its delegees and assigns, ("Association"); and the Chaparral Ranch HOA shall each have the right to enforce, whether at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Instrument. Failure to enforce any the foregoing shall in no event be deemed a waiver of the right to do so thereafter. These covenants, conditions and restrictions are cumulative and all remedies provided herein for breach are in addition to any rights and remedies provided by local or state laws and not in lieu thereof.

D. Judgment and Attorneys' Fees: Whether an action is prosecuted to judgment, the prevailing party shall be entitled to reasonable attorneys' fees and costs. In the event of judgment against any person, the court may award injunction against any person for violation, required compliance as the court deems necessary, award such damages, reasonable attorneys' fees, costs and expenses as well as such other or further relief as may be deemed just and equitable.

E. Mortgages or Deeds of Trust Not Invalidated: The breach of any of these covenants, conditions, restrictions or any repurchase by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot or lots or portions of lots in such premises, but shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

- F. Compliance with Applicable Laws: All development within the Property shall comply with all relevant State and County ordinances, regulations and laws.
- G. Residential Use Only: If and when the Property is ever developed in any way other than for farming, it will comply with the following: All of the lots in the Property shall be known and described as residential lots. None of the lots, or any part thereof shall be used for commercial purposes. The use of the lots shall be limited to single-family dwellings.
- H. Easements: Easements for the installation and maintenance of utilities, irrigation and drainage facilities are either reserved or granted as shown on the Plat or the SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF CHAPARRAL RANCH SUBDIVISION. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction or flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- I. Sewage Disposal Systems: All sewage disposal systems shall be constructed in compliance with the standards, laws, rules and regulations set forth by all governmental entities including state, county and local ordinances. No privies or outdoor toilets shall be allowed, except during initial construction.
- J. Re-Subdivision: No subdivision of the Property shall result in a lot smaller than five (5) acres.
- K. Right to Farm: All purchasers shall execute a Right to Farm disclosure acknowledging that they will be purchasing a lot in an agricultural area in which gravel extraction or agricultural practices including application of chemicals, raising of livestock in confined areas night operations, dust and noise may take place. All purchasers agree by the purchase of any lot, that they will not contest any such lawfully conducted agricultural uses being conducted on neighboring properties.
- L. Nuisance Animals Prohibited: There shall be no nuisance animals, which are defined as swine, pea cocks or pea hens or guinea fowl. The number of animals kept per acre shall be in compliance with the densities provided by Canyon County ordinance at the time of purchase of the lot by each purchaser. Provided however, that not more than the following shall be allowed per acre or portion thereof:
- a. Two (2) cows,
  - b. One (1) horse,
  - c. One (1) goat,
  - d. Two (2) sheep,
  - e. Two (2) llamas, or
  - f. Two (2) exotic avian species such as emu or ostrich.
- M. Parking and Non-working Vehicles: No vehicle, trailer or boat shall be parked on any portion of any common area or along any roadway for more than forty-eight (48) consecutive hours. No vehicle, which is not in running condition, shall be kept in any place visible to the public. There shall be a limit of one (1) non-working vehicles per lot. Such vehicles shall be kept in an enclosed space such as a barn or garage and shall not be visible to the public.

N. Signs: No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, or one sign of not more than four (4) square feet which advertises the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

O. Trash Storage and Disposal: Except for the day of normal trash collection service, all trash shall be kept inside garages, sheds, etc. such that it is not visible to the public. All trash shall be kept in such a manner so as to prevent it from being strewn or blown over any portion of the Subdivision. No lot shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision. The property shall be used in such manner as to be inoffensive to any other property owner within the Subdivision.

P. Operation of Businesses: No business shall be maintained or conducted on any lot or any portion thereof, except as can be conducted entirely within the residential dwelling and meeting the criteria of home occupations as an allowed use under Canyon County Zoning ordinances. Garage sales may be conducted but shall be limited to two such sales per calendar year per lot. For purposes of this section, agricultural operations shall not be considered businesses.

Q. Oils and Mineral Exploration and Storage: No oil drilling, oil development operation, oil refining, commercial quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No structure for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

R. Binding Effect: The covenants and restrictions of this Declaration and any amendment hereto shall run with and bind the land. These covenants 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 years unless amended pursuant to Section S.

S. Amendment: This Instrument may be amended by a recorded instrument certifying that it was approved by: (1) the affirmative vote of the owners of not less than seventy-five (75%) of the Association, however those votes are organized; and (2) the vote of the majority of the directors of the Chaparral Ranch HOA at a formally called and held meeting of the Chaparral Ranch HOA.

II. Article II Construction Restrictions

If and when the Property is ever developed in any way other than for farming, it will comply with the following construction restrictions:

A. Completion of Construction: The construction of all dwellings shall be prosecuted diligently and continuously from the date of commencement thereof, and the same shall be completed within one year after the date of commencement unless such completion is prevented by causes beyond the control of the owner thereof.

B. Construction Materials and Approvals: All dwellings shall be new stick construction and shall be of frame, stone, brick or other construction. If other than brick or stone is used, the exterior shall be finished and painted and such finish kept in good repair and condition.

C. Damage to Improvements: It is the responsibility of the Builder of any structure in the Property to leave streets, curbs, sidewalks, fences, tiled irrigation lines or other improvements, if any, as well as utility facilities, free of damage and in good and sound condition at the conclusion of the construction period. It shall be conclusively presumed that all such improvements are in good sound condition at the time construction commences on each Lot.

D. Driveways: All Lots shall be provided with a driveway paved with either asphalt or concrete from the garage entry to the road serving the Lot. Driveways for all Lots shall be of sufficient size for off-street parking for three (3) standard size automobiles. Any driveway constructed on any of the Lots shall have a pipe or conduit or culvert (hereinafter collectively pipes) there under at least twelve (12) inches in diameter, near the street line of the Lot and at any point where the driveway crosses any ditch or pipe or drainage area so as to permit the movement of irrigation waters or for drainage. The pipes may be made of tile, concrete, iron or steel, or any other substance of permanent nature.

E. Dwellings: No dwelling shall exceed two (2) stories in height with a garage for not less than two (2) vehicles, including boats and camper trailers. Lots may contain such outbuildings incidental to a rural residential or agricultural use.

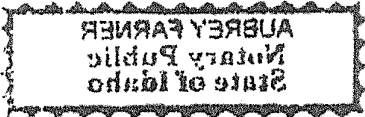
G. Fencing: Fencing is not required. If fencing is installed between the front of the Dwelling and the Private Road, it shall be of white vinyl fencing material, two (2) or three (3) rail. All fencing installed along Deer Flat and Pump Roads shall be of white vinyl fencing. If the fencing encloses a pasture, an unobtrusive second fence may be installed immediately inside the white vinyl fencing.

I. Landscaping: Weather permitting, landscaping of front yard must be completed within ninety (90) days of occupancy, weather permitting. Landscaping of the front yard shall include:

1. At least two (2) trees of at least one and one half (1.5) inch caliper measured from the ground;
2. Five (5) one-gallon shrubs;
3. Lawn, which may be seeded, hydro-seeded or sod. Landscaping of the back yard, including grass but exclusive of pasture, shall be completed within one (1) year of first occupancy of the residence. Nothing shall be placed within the drainage easements that will interfere with drainage. Nothing, other than grass, may be planted within the drainage easement. Lot Owners shall take all reasonable efforts to keep Lots weed-free. In no event shall weeds be allowed to grow to a height exceeding twelve (12) inches on any Lot including undeveloped Lots.

J. Minimum Floor Area of Dwellings: All dwellings of one story shall be at least one thousand six hundred (1,600) square feet, exclusive of one story open porches and garages and dwellings of more than one story shall have at least two thousand two hundred (2,200) square feet, with a minimum of one thousand four hundred (1,400) square feet on the ground floor, exclusive of one story open porches and garages.

K. Prohibited Buildings: No manufactured or mobile homes or trailer houses of any kind shall be permitted, including any such use as a temporary residence. However, occasional use of a trailer house by individuals temporarily visiting a lot owner shall be permitted so long as such use does not exceed thirty (30) days.



Certifications

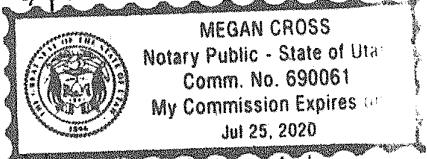
I certify that I own the Property in question and am authorized to bind it by these Covenants, Conditions and Restrictions For Lot 10 Block 2 of Chaparral Ranch Subdivision:

Date:

[Signature]  
MDLN, LLC

Name: Megan Cross  
Commission expires: 7-25-20  
*Megan Cross*  
12/1/2016

Name: Brent Felix  
Title: Manager



SUBSCRIBED AND SWORN to before me by Brent Felix, who is known to me or presented proof of his/her identity, and who affirmed or provided documentary evidence that s/he is authorized to sign this instrument on behalf of MDLN, LLC.

We certify receipt of the proxy or affirmative vote of not less than seventy-five (75%) of the Lots subject to the Declaration of Restrictive Covenants of Chaparral Ranch Subdivision.

**Chaparral Ranch Subdivision Homeowners Association, Inc.:**

Date:

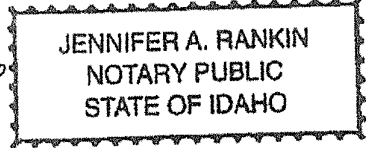
[Signature]  
Shane Sapp  
Chair

[Signature]  
Christine Valesko  
Secretary

SUBSCRIBED AND SWORN to before me by Shane Sapp, who is known to me or presented proof of his identity, and who affirmed or provided documentary evidence that he is the elected Chair of Chaparral Ranch Subdivision Homeowners Association, Inc.

[Signature]  
Name: Jennifer A Rankin  
Notary Public for Idaho  
My Commission Expires: 5-7-19

Date: 10/21/16



SUBSCRIBED AND SWORN to before me by Christine Valesko, who is known to me or presented proof of her identity, and who affirmed or provided documentary evidence that she is the elected Secretary of Chaparral Ranch Subdivision Homeowners Association, Inc.

[Signature]  
Name: Aubrey Farner  
Notary Public for Idaho  
My Commission Expires: 11-8-16

Date: 10 19 16



**Amendment to Declaration of Chaparral Ranch Home Owners Association  
Conditions, Covenants and Restrictions. February 28, 2019**

Declaration of Restrictive Covenants of Chaparral Ranch Subdivision, Instruments 200229377 ("Declaration") is hereby amended by the proxy or affirmative vote of not less than seventy-five percent (75%) of the Lots subject to this Declaration. Amendment is authorized by Article X, Section B of the Declaration.

All Article and Section references are to the Declaration.

1. Amend Section A of Article VIII To permit Lot 8 Block 2 a point of connection and a shut off valve to be installed by the owner of Lot 12 Block1 north half only to connect to the main line as follows:

Declarant has constructed a pressurized irrigation system providing non-potable irrigation water to serve all lots which consist of a well pump and mainline that extends throughout the Homeowners Association within the exception of Lot 12 Block 1. Lot 12 Block 1 consists of two half lots, a north half and a south half. Lot 12 Block 1 north half will be permitted to establish a connection to the well located on Lot 8 Block 2 via the existing mainline within the Homeowners Association. This amendment would allow the north half to connect to the existing mainline located on Lot 8 Block 2. At point of connection, a shut-off valve should be installed and the owner of Lot 12 Block 1's north half shall be responsible for permits, all shared costs, and maintenance from the connection point on. This only allows Lot 12 Block 1 - north half - to connect to the mainline. An irrigation plan must be submitted to the ARC. Water rights must be in place with the State of Idaho.

2. Amend Article VIII, Section I: To change wording extending the time to complete landscaping requirements. A minimum of two (2) trees, five (5) shrubs, lawn which may be seeded, hydro-seeded or sod.

Nothing shall be placed within the drainage easements that will interfere with drainage. Nothing, other than grass, may be planted within the drainage easement without the ARC's prior written approval. Lot owners shall take all reasonable efforts to keep lots weed-free. In no event shall weeds be allowed to grow to a height exceeding twelve (12) inches on any lots including undeveloped lots.

3. Amend Section I of Article V Assessments as follows: Unpaid assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum or at such other interest rate as may be established annually by the Board of Directors. The lien of the assessments shall be subordinate to the lien of any first mortgage provided that such first mortgage is held by a person or entity unrelated to the lot owner. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. After the second (2nd) year of non-payment, the Board of Directors may take legal action in Small Claims Court to attempt to recover the funds before seeking further legal actions with an attorney. The Board of Directors will follow Idaho Code Title 45 Chapter 8 to file and follow through with actions to recover non-payment of assessments whether regular or special.

**2019-015613**

RECORDED

**04/17/2019 10:13 AM**



CHRIS YAMAMOTO

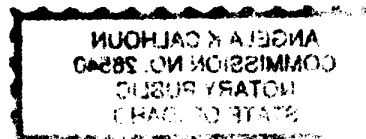
CANYON COUNTY RECORDER

Pgs=2 DLSTEPHENS

\$13.00

MISC

ROBERT PARKER



6

**ACKNOWLEDGEMENT**

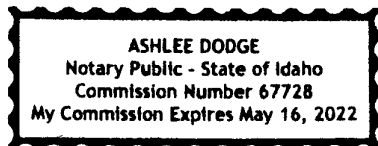
We, the President and Secretary of the Association hereby affirm that these amendments were approved by affirmative vote not less than of not less than seventy-five percent (75%) of the HOA present or by proxy at a meeting called for such purpose on February 28, 2019 and as documented in the minutes of Chaparral Ranch HOA meeting on 2.28.19.

[Signature]  
Secretary  
Printed Shannon Carrell

Shannon Carrell  
Printed

State of Idaho )  
County of Canyon ) ss  
)

I hereby certify that on the 15<sup>th</sup> day of April, 2019, the foregoing two individuals appeared before me, presented suitable proof of their identity, and affirmed that the foregoing was true.



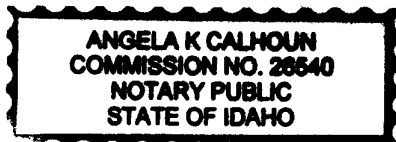
Ashlee Dodge  
[Signature]  
Name:  
Expiration: May 16, 2022

[Signature]  
President  
Printed Robert Parker

ROBERT PARKER  
Printed

State of Idaho )  
County of Canyon ) ss  
)

I hereby certify that on the 14<sup>th</sup> day of April, 2019, the foregoing two individuals appeared before me, presented suitable proof of their identity, and affirmed that the foregoing was true.



[Signature]  
Name: Angela Calhoun  
Expiration: 12-3-2020