

AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
ROSEBERRY RANCHES
VALLEY COUNTY, ID

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective this 25th day of July, 2012 by Roseberry Ranches LLC. This Declaration replaces Roseberry Ranches Covenants, Conditions and Restrictions filed 10-26-2005 with Valley County, Cascade, ID, Instrument #302095.

RECITALS

A. Declarant is the owner of all that certain real estate situated in Valley County, Idaho, more particularly described in the plat of ROSEBERRY RANCHES, (hereafter referred to as the "Subdivision"), recorded on the 26th day of October, ~~2012~~ ²⁰¹¹, as instrument No. 302092 at Book 10 of Plats at Page 28 records of Valley County.

B. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Property by the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof; all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

C. Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property, pursuant to the provisions of the Declaration, to create a Property Owners Association with a Board of Directors which shall be delegated and assigned the powers of maintaining the Property as hereinafter provided, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter created and referred to. Each Lot shall be entitled to one vote in the election of that Board and all matters requiring a vote that the Board deems necessary.

ARTICLE I: DECLARATION

Declarant hereby declares that each lot, parcel, or portion of Roseberry Ranches, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (I) shall run with the


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land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof (II) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (III) shall inure to the benefit of and be binding upon Declarant, Declarants successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (IV) may be enforced by Declarant, by any Owner or such Owners successors in interest, or by the Association as hereinafter described.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit the Declarant's right to complete development of the property and to construct improvements thereon, nor limit Declarant's rights to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales or leasing activities. Final plat may be amended by Declarant without prior approval of any Lot owner within the Subdivision.

ARTICLE II: DEFINITIONS

2.1 Articles: "Articles" shall mean the Articles of Incorporation of the Association or other organizations or charter documents of the Association..

2.2 Assessments: "Assessments" shall mean those payments required of Association members, including regular, special and limited assessments of the Association as further defined in this Declaration.

2.3 Association: "Owners Association" Association shall mean the Roseberry Ranches Property Owners Association,

2.4 Association Rules: "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

2.5 Board: "Board" shall mean the Board of Directors or governing board or individual, if applicable, of the Association.

2.6 Bylaws: "Bylaws" shall mean the Bylaws of the Association.

2.7 Declarant: "Declarant" shall mean Roseberry Ranches LLC or their successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Roseberry Ranches LLC

2.8 Declaration: "Declaration" shall mean this Declaration as it may be amended from time to time.

2.9 Improvement: "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities and fixtures of any kind.

2.10 Lot: The term "lot" as used herein shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of the Property.

2.11 Member: "Member" shall mean each person or entity holding a membership in the Association.

2.12 Owner: "Owner" shall mean the person or other legal entity, including Declarant, holding fee simple title to a Lot and buyers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

2.13 Person: "Person" shall mean any individual, partnership, corporation or other legal entity.

2.14 Plat: "Plat" shall mean the official recorded plat of Roseberry Ranches Subdivision or any amendments or additions thereto.

2.15 Structure: The term "Structure" shall include buildings, outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

2.16 Common areas and facilities: The term "Common Areas and Facilities" means all real property, including easements or other interests less than fee title, as well as other improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

2.17 Single Family: The term "Single Family" means anyone 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 III: GENERAL AND SPECIFIC RESTRICTIONS

3.0 Design Review: The Declarant, Roseberry Ranches LLC, will review and approve the design and location of any structure constructed or any modification to the existing structure on any parcel of land within this development until the date of the last Lot sold owned by said Declarant or until such time as the Declarant, prior to that last Lot sold, chooses to relinquish said right in writing and notifies current Lot owners.

3.1 Structures – Generally: All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by

this Declaration. All structures shall conform to the provisions of these Declarations. Certain Lots identified in Section 3.3 in these Declarations, are exempt from certain restrictions relating to building size and setbacks until such time said structure is removed, remodeled or changed.

3.2 Land Use and Building Types: No Lot shall be used except for residential purposes, and each Lot shall be limited to one (1) single family residence. No Lot shall be used for any retail or commercial purposes. The covenants set forth within this Section 3.2 shall not apply to Declarant or its agent's real estate sales office and the activities conducted in connection therewith. No building shall be erected, altered, placed or permitted to remain on any Lot other than for residential purposes including garages and other outbuildings incidental to residential use of the premises. All structures constructed on any Lot shall be constructed with a substantial quantity of new materials and no used structure shall be relocated or placed on any Lot.

3.3 Minimum Floor Area and Building Heights: A Single family residence, with the exception of existing dwelling on Lot 21, no main residence structure shall be permitted on any Lot covered by these covenants. The habitable floor area which, exclusive of basements, porches and garages, is less than 900 square feet for a one story residence or 1,200 square feet for a story and one-half or two story residence.

(A) Existing Structures: The existing structure on Lot 21 shall be exempt from the minimum setback requirements as defined in 3.4 and may be used as guest quarters to a single family residence.

(B) Building Height: The maximum height of any building shall be in compliance with the Valley County zoning ordinances.

3.4 Setbacks: No portion of a building shall be closer than thirty (30) feet to the front or rear lot line and no portion of a building shall be closer than fifteen (15) feet to the side of a lot line except as noted in 3.3(A).

3.5 Accessory Structures: Detached garages, guest quarters and storage sheds shall be allowed if in conformity with the provisions of this Declaration. Garages, storage sheds, patio covers and detached patio covers, shall be constructed of and roofed with, the same or compatible materials, and with similar colors and design, as the residential structure on the applicable Lot if such improvements are visible from a public or private street or adjacent Lots.

3.6 Driveways: All access driveways shall have a wearing surface consistent with the private road surface within the development or a surface approved by the Association which shall be graded to assure proper drainage.

3.7 House Numbers: Each residential structure shall have a street number placed at or near the street entrance to the Lot or on the residence itself, visible from the street for

Identification by emergency responders.

3.8 Fencing: No fence shall be erected upon the boundaries of each lot greater than five (5) feet above finished grade. All fences built within the subdivision shall be kept in good repair and the appearance shall be inoffensive to other property Owners. The existing fences at the north, south, east and west property boundaries are not to be eliminated and shall be maintained by the adjoining Lot Owner. If livestock will be grazed for more than thirty (30) consecutive days on any of the adjoining properties to the north, east, or south of Roseberry Ranches, then an agreement shall be made between the adjoining property owner(s) and the Roseberry Ranches Property Owners Association as to the mutual maintenance of the existing wire/steel post type fences.

3.9 Lighting: Outside (exterior) lighting shall be in compliance with the Valley County Ordinance.

3.10 Building Materials: Any buildings, outbuildings, and accessory structures situated on the Lot shall be of the same material, color scheme and architectural style. Siding material to be wood or stone or have the appearance of wood or stone, stained or painted with non-obtrusive colors. All buildings shall have roofs of any material so long as it blends in with the natural surroundings. Galvanized metal roofs shall not be allowed nor shall high glare metal roofs be allowed. Metal buildings, either prefabricated or custom built, are prohibited. No mobile homes, prefabricated homes, trailers, modular homes, or any other pre-built or pre-manufactured homes will be allowed on any Lot.

3.11 Antennas: No Ham Radio towers over 30 feet.

3.12 No Further Subdivision: No Lot may be further subdivided.

3.13 Signs: No signs or billboards of any kind shall be erected or displayed on any Lot. Exceptions to the above are as follows (I) such signs may be used by the Declarant in connection with the development of the Property and sale of Lots, (II) temporary signs naming the contractor, the architect, and the lending institution for a particular construction operation; (III) such signs identifying the property; and (IV) one (1) sign of customary and reasonable dimensions not to exceed two (2) feet by three (3) feet as may be displayed by an Owner on or from a Lot advertising the residence of the Lot for sale.

3.14 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property and no odor shall be permitted to rise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other Property in the vicinity thereof or to its Occupants.

3.15 Exterior Maintenance – Owner's Obligations: No improvement shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition

and repair. In the event that any Owner shall permit any improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so to create a dangerous, unsafe, unsightly or unattractive condition, or damage property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, as to enter upon such Owners Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof.

The Owner of the offending property shall be personally liable, and such Owners property may be subject to a lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

3.16 Drainage: There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Association. For the purposes hereof "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant.

3.17 Wetlands: There shall be no use or construction within the wetlands which is shown on the final plat of Roseberry Ranches, except what is specifically allowed by the rules and regulations set down by the United States Army Corp of Engineers.

3.18 Landscaping: Each lot owner shall landscape his/her lot by either improved landscaping (imported tree, shrub, and ground cover) or by natural, native vegetation or a combination thereof. It is the intent of this provision to insure that each Owner maintains a vegetation cover over the land to prevent dust, erosion and noxious weeds. Care shall also be taken not to over graze, where permitted, any portion of this development allowing dust, erosion or noxious weeds to occur.

3.19 No Hazardous Activities: No activities shall be conducted on the Property, and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or Property.

3.20 Unsightly Articles: No unsightly articles shall be permitted to remain on any Lot.

3.21 Trailers and Motor Vehicles: No boats, trailers, campers, motor homes, commercial cars, trucks or vans, buses or other portable vehicles, other than duly registered and licensed non commercial cars, passenger vans, and light duty trucks,

shall be parked forward of any dwelling at any time during three (3) consecutive days. Notwithstanding the foregoing sentence, commercial vehicles may not regularly be parked forward of any dwelling on a daily or other continuing basis. (It is the intent of this provision to prohibit Owners or other occupants from regularly parking commercial vehicles on Lots. Roseberry Ranches is a residential subdivision and Owner or occupant commercial vehicles should be garaged or otherwise concealed when parked on a lot.)

All boats, trailers, campers, motor homes, snowmobiles, all terrain vehicles, motorcycles or other motorized vehicles, if parked for a period exceeding 72 hour, must be concealed from sight of any traffic along subdivision roads by appropriate fencing, enclosure, or other year round screening.

No motor vehicles shall be constructed, reconstructed, or repaired upon the front or side lot of any Lot or street; provided, however, that the provisions of this Section shall not apply to emergency vehicle repairs or construction vehicles used in connection with the construction of any improvement as approved by the Association. No motor vehicle of any type, or part thereof shall be permitted to remain on any Lot or street in an exposed position and in a non-operative condition, for more than thirty (30) days in any calendar year. Any such vehicle or part thereof which does not display current or valid plates, as required by law, shall be deemed a "non-operating condition vehicle" and may be removed at the request of any Owner and at the expense of the Owner in violation, after a ten (10) day written notice has been provided. No motorized "off road" vehicles shall be operated on any Lot within the Subdivision in a noisy or disturbing manner which would create a nuisance.

3.22 Limit on Street Parking: Parking shall be accommodated on Lots with no Owner parking of vehicles allowed on private or public streets. The improvements on each Lot shall provide at least a two-car garage and a minimum of two additional parking units. Each additional parking unit shall be located entirely within the Lot lines.

3.23 Sewage Disposal: All buildings with the use of water for domestic purposes shall be connected to an individual septic system located and constructed in accordance with the requirements, standards, and recommendations of the Central District Health Department. Approval of such system, as installed, shall be obtained from such Authority.

3.24 Water System: Water for the Property shall be supplied by means of individual wells, installation and maintenance of which is the sole and exclusive responsibility of the Lot Owners. It shall also be the Lot Owners responsibility not to jeopardize or render useless the adjoining Lot(s) septic drain field area by placing a well within the mandatory setback distances as defined by the Central District Health Department.

3.25 Water: All property Owners shall insure that no Owner, agent, guest or invitee in any way obstructs or places any item or re-routes or damages said irrigation ditch,

since said ditch carries irrigation water through the common area of the Property and is owned and maintained by the irrigation company for said ditch. Any and all damage to the ditch shall be the responsibility of the respective party or that party's agent, licensee or guest which caused the damage. No irrigation water (water rights) are connected with, assumed to possess, or implied to be given on any Lot. Wells shall be drilled for potable water source according to the State and County authorities.

3.26 No Mining or Drilling: No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This section 3.26 shall not prohibit drilling or coring which is necessary to construct a residential stratum, improvements or water wells.

3.27 Energy Devices: No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Association. This section 3.27 does not apply to passive solar energy systems incorporated into a residential structure.

3.28 Animals/Pets: No animals, birds, insects, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This section does not apply to the keeping of domesticated dogs, cats or other household pets, for non commercial purposes, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, constant and/or chronic barking shall be considered a nuisance.

3.29 Livestock: Livestock shall be defined as bovine or equine only. Without exception the following Lots will be restricted to these limitations of either equine or bovine or a total combination thereof: Lots 1 and 2 shall be limited to a maximum of eight (8) animals per Lot. Lots 3, 4, and 5 shall be limited to a maximum of four (4) animals per Lot. Lots 6, 7, 8, 9, 10, 11, 12 and 13 shall be limited to a maximum of two (2) animals per Lot. No livestock shall be permitted on lots 14 thru 28.

3.30 Roads: All roads within the Subdivision are private and maintenance shall be the responsibility of the Association. Homeowners shall be responsible for the snow removal on the private roads within Roseberry Ranches proportionate to the distance traveled. Driveways are the individual responsibility of each homeowner. No Lot Owner shall protest or attempt to prevent the conversion of any private road within the subdivision to a County road, providing that the capital contribution by the Lot Owners for that conversion is the existing road and easement. All other expenses for said conversion shall be the responsibility of others. No vehicle, including but not limited to a truck, tractor, dune buggy, motorcycle, snowmobile or automobile, shall be driven on the streets and roads in this Subdivision for other than legitimate transportation purposes, nor shall any vehicle be driven at a speed of more than twenty five (25) miles per hour in the Subdivision.

3.31 Continuity of Construction: All structures commenced in this Subdivision shall be prosecuted diligently to completion and shall be completed within twelve (12) months of issuance of a building permit unless otherwise approved in writing by the Association.

3.32 Common Area: The Declarant has specifically set aside 28.63 acres which shall be referred to as "Common Area". The purpose of this area is to provide a common area for the Owners of Lots to enjoy and have use of this area. The Declarant highly encourages and supports such uses for the common area as an equestrian center, playing fields, or any other use which does not involve any sort of motorized equipment. No grazing rights to this common ground are allowed or implied. Uses of the Common Area shall be determined by the written consent of the Roseberry Ranches Property Owners Association. All expenses, including taxes, to maintain said area shall be the responsibility of the Roseberry Ranches Property Owners Association.

3.33 Wood Burning Devices: Each Lot shall be allowed one (1) wood burning device (stove/fireplace, etc.) per Lot.

3.34 Exemption of Declarant: Nothing contained herein shall limit the right of Declarant to create view corridors, complete excavation, grading and construction of improvements to and on any portion of the Property owned by the Declarant or to construct such additional improvements as Declarant deems advisable in the course of such development of the Property, so long as any Lot in the Property remains unsold. Such rights shall include, but not be limited to, erecting, constructing, and maintaining on the Property, such structures and displays as may be reasonably necessary for the conduct of Declarant's business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall have the right at any time prior to acquisition of title to a Lot by a purchaser from Declarant to grant, establish and/or reserve on that Lot additional licenses, reservations and rights of way to Declarant, reasonably necessary to the proper development and disposal to the Property. Declarant may use any structure owned by the Declarant on the Property as a model home or real estate sales office. Declarant need not seek or obtain Association approval of any improvement constructed or placed by Declarant or an affiliate of Declarant. The rights of Declarant hereunder may be assigned by Declarant to any successor in interest in connection with Declarant's interest in any portion of the Property by an express written assignment recorded at the Office of the Valley County Recorder.

3.35 Invalidation: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions hereof; all of which remain in full force and effect.

3.36 Terms: These restrictions shall run with the land described within and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until September 1, 2015, at which time said restriction shall be automatically extended for successive periods of (10) years unless the


Owner(s) of legal title to a majority of Owners of the property within Roseberry Ranches Subdivision shall terminate said restrictions upon filing of such instrument for record in the office of the Recorder of Valley County, Idaho. Amendments to these restrictions can be made at any time by the majority approval of all Owners to the property within the Roseberry Ranches Subdivision. Where any restriction, consent or dedication herein varies from the requirements of the subdivision or other ordinances of Valley County having jurisdiction and the requirements of the county ordinances relating to subdivisions are more restrictive, said more restrictive requirements shall be deemed to be part thereof as if set forth herein as part of these restrictive covenants. This limit shall apply in particular to locations, public easements and ways where the same are particularly required by such ordinances not set forth within.

3.37 Enforcement: If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten (10) day notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceeding at law or in equity against such party, either to prevent such violation or to recover damages therefore, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

IN WITNESS THEREOF, the Declarant has executed this instrument on the date following the signatures below.

ROSEBERRY RANCHES LLC

BY:



Stew Enterprises Inc (Member)

7/25/2012

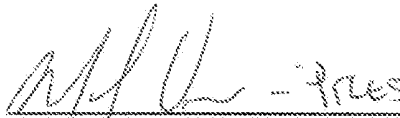
Dated

 - Pres.

Dream Development Inc (Member)

July 25, 2012

Dated

 - Pres

Voris Construction Inc (Member)

7/25/12

Dated

STATE OF IDAHO)
COUNTY OF VALLEY)

On this 25th day of July, 2012, before me, the undersigned, personally appeared Keith Stewart, known or identified to me, to be the president of the corporation that executed the instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public, State of Idaho
Residing at Cascade
Commission Expires 6-10-2017



STATE OF IDAHO)
COUNTY OF VALLEY)

On this 25 day of July, 2012, before me, the undersigned, personally appeared Gary Swain, known or identified to me, to be the president of the corporation that executed the instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public, State of Idaho
Residing at Cascade
Commission Expires 6-10-2017



STATE OF IDAHO)
COUNTY OF VALLEY)

On this 25 day of July, 2012, before me, the undersigned, personally appeared Mike Voris, known or identified to me, to be the president of the corporation that executed the instrument, and acknowledged to me that he executed the same.

[Signature]
Notary Public, State of Idaho
Residing at Cascade
Commission Expires 6-10-2017

