

**AMENDED  
ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS  
AND PROTECTIVE COVENANTS FOR  
LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I  
DECLARATION**

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, the Lava Ranch Property Owners' Association, is a corporation organized pursuant to the laws of the State of Idaho;

**WHEREAS**, the Association caused to be recorded certain declarations dated: October 7, 1997, recorded as instrument no. 586113; December 29, 1977, recorded as instrument no. 591349; July 12, 1978, recorded as instrument no. 605806;

**WHEREAS**, the Lava Ranch Property Owners' Association in the July of 1999 voted to amend the aforescribed declarations and caused to be recorded as set of declarations, which supercede the above described declarations.

**NOW THEREFORE**, based upon the foregoing premises, the undersigned President of the Lava Ranch Properties' Association, Inc., has been directed to prepare and record the following all-inclusive Declarations, which supersede the previous Declarations recorded by the Association as instrument nos. 586113, 591349 and 605806. The following is the description of the real property located in Bannock County, Idaho, to be affected by this all inclusive Declaration:

A part of Sections 19, 20 and 30, T10S, R38E, Boise Base and Meridian; beginning at the SW corner of said Section 19 and running thence N0°01'01"W 2656.98 feet along the section line to the W1/4 corner of said Section 19, thence N0°00'59"W 1318.11 feet along the section line to the SW corner of the NW1/4 of the NW1/4 of said Section 19, thence N89°42'29"E 1384.74 feet to the SE corner of the NW 1/4 of the NW1/4 of said Section 19, thence N0°09'20"E 1317.46 feet to the NE corner of the NW1/4 of the NW1/4 of said Section 19, thence N89°44'08"E 1388.69 feet to the N1/4 corner of said Section 19, thence N89°36'56"E 2609.90 feet to the NE corner of said Section 19, thence East 798.14 feet, thence S3°28'19"E 371.36 feet, thence southerly along the arc of a 947.64 foot radius curve to the left 97.34 feet. (L. C bears S8°24'53"E 97.30 feet), thence S9°21'27"E 207.98 feet, thence southerly along the arc of a 292.78 foot radius curve to the left 135.72 feet (L C bears S22°38'13"E 134.50 feet), thence S35°54'59"E 104.99 feet, thence southerly along the arc of a 251.29 foot radius curve to the right 160.85 feet (L C bears S17°34'45"E 158.11 feet), thence S0°45'29"W 119.97 feet, thence southerly along the arc of a 358.39 foot radius curve to the right 106.70 feet (L C bears 59°17'15"W 106.31 feet),

1. *AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.*

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thence S17°49'W 95.99 feet, thence southerly along the arc of a 264.16 foot radius curve to the left 90.46 feet (L C bears S8°00'23"W 90.02 feet), thence S1°48'14"E 211.78 feet, thence southerly along the arc of a 430.06 foot radius curve to the right 208.18 feet (L C bears S12°03'50"W 206.15 feet), thence S25°55'54"W 321.38 feet, thence southerly along the arc of a 662.56 foot radius curve to the right 206.16 feet (L C bears S34°50'45"W 203.55 feet), thence S43°45'36"E 447.90 feet, thence southerly along the arc of a 186.98 foot radius curve to the left 164.84 feet (L C bears S18°30'16"W 159.55 feet), thence S83°14'56"W 50.00 feet, thence N67°44'11"W 272.77 feet, thence S14°00'W 935.24 feet, thence S19°00'E 680.20 feet to the East line of Section 19, thence S0°11'41"E 1040.08 feet to the SE corner of said Section 19, thence S89°30'10"W 748.29 feet along the section line, thence S0°11'41"E 424.68 feet, thence S89°30'10"W 1124.74 feet, thence N36°00'W 254.97 feet, thence S54°16'05"W 362.83 feet, thence westerly along the arc of a 73.96 foot radius curve to the right 142.07 feet (L C bears N70°42'W 121.21 feet), thence northerly along the arc of a 771.95 foot radius curve to the left 92.32 feet (L C bears N19°05'39"W 92.26 feet), thence N22°31'12"W 63.64 feet, thence northerly along the arc of a 322.40 foot radius curve to the left 137.10 feet (L C bears N34°42'09"W 136.07 feet), thence Northerly along the arc of a 256.43 foot radius curve to the right 170.59 feet (L C bears N27°49'37"W 167.46 feet), thence N8°46'08"W 91.08 feet, thence N82°39'22"W 719.08 feet, thence South 210.61 feet to the South line of said Section 19, thence S89°30'10"W 2025.87 feet along the section line to the point of beginning.

Contains 673.63 acres

Also the S1/2 of the SE1/4 of Section 24, T10S, R37E, Boise Base and Meridian.

Contains 80 acres.

Also the NW1/4 of the NE1/4 of Section 25, T10S, R37E, Boise Base and Meridian.

Contains 40 acres.

Contains 793.63 acres total

Additionally:

TOWNSHIP 10 SOUTH, RANGE 37 EAST, BOISE MERIDIAN, BANNOCK COUNTY IDAHO:

Section 1: Lot 7, SW1/4 SE1/4

Section 12: Lot 1, NW1/4 NE1/4

TOWNSHIP 10 SOUTH, RANGE 38 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO:

2. AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.

Section 7: Lot 1, NE1/4 NW1/4, W1/2  
Lot 2, and W1/2 E1/2 Lot 2

Section 6: Lots 1, 2, 5, 6, and 7, SE1/4  
NW1/4, E1/2 SW1/4, S1/2  
NE1/4 and SE1/4

Additionally:

All of the South half of the Southwest quarter of Section 5, T10S, R38E, Boise Meridian. Contains 80 acres  $\pm$ .

All of the South half of the Southwest quarter of Section 7; together with the Southeast quarter of said Section 7, T10S, R38E, Boise Meridian. Contains 240 acres  $\pm$ .

All of the Northwest quarter of Section 8, T10S, R38E, Boise Meridian, excepting therefrom: Beginning at the center quarter corner of said section; thence North 89°54' West along the latitudinal center line of said section 1,484.69 ft., more or less, thence North 26°49'24" East 296.53 ft., thence North 27°15'24" East 275.99 ft., thence North 47°02'04" East, 300.43 ft., thence North 67°35'37" East 584.70 ft., thence North 55°25'52" East, 560.20 ft., more or less, to the meridional centerline of said section, thence South 0°07'37" East 1,258.06 ft., more or less to the true point of beginning. A parcel of land situated in the Northwest quarter of the Southwest quarter of Section 8, T10S, R38E, Boise Meridian, Bannock County, Idaho, more particularly described as follows: Commencing at the Southwest corner of said section, said point being a US Glo Brass Cap Monument dated 1913; thence North 0°04' West along the West line of said section 1,682.74 ft., more or less, to the true point of beginning; thence continuing North 0°04' West along said West line 957.25 ft., more or less, to the West quarter corner of said section; thence South 89°54' East along the latitudinal centerline of said section, 1,154.53 ft., thence South 26°49'24" West 257.49 ft., thence South 53°39'18" West, 557.33 ft., thence North 36°20'39" West 97.28 ft. to the centerline of Smith Canyon Road, thence South 48°26'09" West along said centerline 97.81 ft., thence South 37°40'38" West along said centerline 114.93 ft., thence South 54°19'02" West along said centerline 242.86 ft., thence South 37°57'26" West along said centerline 208.96 ft., thence South 79°37'46" West along said centerline 62.47 ft., more or less, to the true point of beginning. Total contains 147.4 acres  $\pm$ .

All of Section 17, T10S, R38E, Boise Meridian; except the East half of the Northeast quarter and except the Southwest quarter of the Southwest quarter. Contains 520 acres  $\pm$ .

All of the East half of Section 18, T10S, R38E, Boise Meridian, which lies East of the West line of the County Road which crosses said section in a North-South direction. Contains 270 acres  $\pm$ .

All of Section 19, T10S, R38E, Boise Meridian; except that part lying within Lava Ranch Subdivision phase 1, and excepting the Northwest quarter of the Northwest quarter. Contains 5 acres  $\pm$ .

All of Section 20, T10S, R38E, Boise Meridian; except that part lying within Lava Ranch Subdivision Phase 1. Contains 591 acres  $\pm$ .

All of Section 29, T10S, R38E, Boise Meridian; except the South half of the Southeast quarter, except the South half of the Southwest quarter and except the Northwest quarter of the Southwest quarter. Contains 440 acres  $\pm$ .

All of Section 30, T10S, R38E, Boise Meridian, except the Southwest quarter of the Southwest quarter and excepting that part lying within Lava Ranch Subdivision Phase 1. Contains 595 acres  $\pm$ .

The West half of the Northwest quarter of Section 24, T10S, R37E, Boise Meridian. Contains 80 acres  $\pm$ .

Total 2968.4 acres  $\pm$ .

do hereby establish the nature of the use and enjoyment of all lots in Lava Ranch Subdivisions, as described above, and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations, as follows:

## ARTICLE II

### RECREATIONAL HOMESITE AREA COVENANTS

1. LAND USE: This land is intended primarily for construction of vacation homes and recreational use incidental thereto. All common areas within the subdivision are private and neither the recording of this plat or any act of the undersigned with respect to the plat shall be construed as a dedication to public, but, rather all common areas and any other amenities shall be for the use and enjoyment of members of the Lava Ranch Property Owners' Association, Inc., and to the guests of such members of the Association or other residents of Lava Ranch who qualify for the use and enjoyment of the common areas and facilities. The common areas within the subdivision shall be conveyed to the Lava Ranch Property Owners' Association which shall be responsible for the permanent maintenance of the common areas.
4. *AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.*



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2. EASEMENT: Easements for installation and maintenance of utilities, drainage facilities and ingress and egress are reserved as shown upon the recorded plat of the above subdivisions.
3. BUILDING TYPE: No more than one detached single-family dwelling, not less than 600 square feet in ground floor living area and not to exceed two and one-half stories in height, and all buildings and structures incidental to single-family dwelling, shall be permitted on any lot. "Incidental to the single-family dwelling" as used in this paragraph does not sanction and will not allow the construction, use or retention for living purposes, on any lot, of a shed, outbuilding of any type, permanently fixed or converted camper, trailer, or other type unit normally sold for mobile purposes. The Lava Ranch Property Owner's Association Board of Directors may not make exception to this rule unless such proposed exception is approved by a simple majority of the members of the Association, authorized to vote, and present at a duly constituted annual meeting of the Lava Ranch Property Owner's Association. All dwellings must be completed to at least the "dried stage" within 24 months of commencement of construction. Furthermore, the Board of Directors must require that all sheds, outbuildings, campers, trailers, or other units found to be in violation of this paragraph be converted to storage or removed within 24 months of the discovery of the violation. "Conversion" as used herein can only be supported by commencement of construction of a dwelling within the first year of the 24 months following the discovery of the violation. However, the Board of Directors may consider an extension of the time limits herein upon appeal by the property owner. This does not restrict the provisions of paragraph 9, infra. All fences shall be erected of new material which enhance the appearance of the landscape. Rail or split-rail type fences normally associated with ranch settings are approved. All other type of fences require the prior approval of the Board of Directors prior to their being installed. All buildings shall be set back at least one hundred (100) feet from the property lines or recorded easements. Slopes exceeding 25% within the boundaries of any lot shall be and are hereby designated as non-building areas.
4. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept safe from fire in a clean and sanitary condition. The large garbage containers provided by the Association for use by members are to be used for normal household garbage only. Construction materials may not be placed in these containers! Violation of this covenant will subject the violator to the fines outlined in paragraph 2, Article III. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. No activity which may become an annoyance or a nuisance to the subdivisions will be allowed.
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5. TEMPORARY STRUCTURES AND VEHICLES: Temporary structures, including trailers, tents, campers and mobile homes, or other mobile home units used for camping, may be located on any lot from May 1<sup>st</sup> to December 1<sup>st</sup> of each calendar year. However, due consideration must be given to the weather since snowfall may prevent the removal of such structures before winter. Structures which are subsequently damaged by snowfall or other action related to the weather must be removed by the lot owner no later than the following spring. Failure to comply with this rule will subject the lot owner to removal of the structure by the Board of Directors at the owners expense and a fine as described in paragraph 2, Article III below. The use of snowmobiles, motorcycles, motorbikes, 4-wheel drive vehicles, ATV's, etc., will be permitted only in areas designated by the Board of Directors.
6. SIGNS: No sign of any kind shall be displayed to the public view on any lot. The only exception to this rule will be road designation signs and small, rustic property name signs approved by the Board of Directors.
7. TIMBER REMOVAL; OIL AND MINING OPERATIONS: No healthy, live tree or trees shall be cut down or removed from any lot except as necessary to build or protect a single family dwelling or outbuildings incident thereto without prior written approval of the Board of Directors.
8. COMMERCIAL ENTERPRISES: No commercial business shall be permitted on any lot in the subdivisions. The Lava Ranch lots and common areas, and the name of the Association shall not be used for commercial purposes without prior written approval of the Board of Directors and the affirmative written vote of two-thirds of the members present, and authorized to vote, at a duly constituted annual meeting of the Lava Ranch property Owners Association.
9. DIVISION OF LOTS: No lot in Lava Ranch may be subdivided.
10. CONSTRUCTION APPROVAL: No construction approval may be given by the Board of Directors unless the written construction proposal, which must include a cabin plan and specifications, and lot road layout, is received by the Board at least 30 days prior to the commencement of construction. The plan shall be accompanied by all necessary Bannock County building and health permits. Note: Lot road layout plans may be approved by the Board in advance of the cabin plan submission and approval. Any lot owner who begins construction or causes construction to begin prior to the Board of Directors written approval of the construction proposal, or is otherwise found to be in violation of this paragraph will be subject to enforcement provisions in paragraph 2, Article III.

## III.

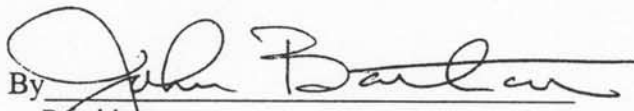
**GENERAL PROVISIONS**

1. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot without approval of the Board of Directors. No fence or wall shall be erected, placed or altered on any lot, and no mobile home will be allowed upon any lot without the approval of the Board of Directors. The Board of Directors approval or disapproval as required by these covenants, shall be given in writing within thirty (30) days after plans and specifications have been submitted.
  2. ENFORCEMENT: These covenants shall be binding and inure to the benefit of all present and future owners of the property and they may be enforced by the Board of Directors or by appropriate action in a court of law. The Board of Directors shall establish a procedure for the enforcement of these covenants. Such procedure shall include a fine or fines of not less than \$500.00 or more than \$1,000.00 per annual for continued violation. Such procedure may also include a lien placed upon the lot by the Board if the fine or fines remains unpaid for more than 90 days. If it becomes necessary for the Lava Ranch Property Owners' Association to enforce these covenants, the party found to be in violation of these covenants by the Board of Directors or a court of law shall be responsible for paying all costs of enforcement, including reasonable attorneys' fees incurred by the enforcing party.
  3. TERMS OF COVENANTS: These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument agreed to by two-thirds (2/3) of the then owners of the lots authorized to vote, and present at a duly constituted annual meeting of the Lava Ranch Property Owners Association has been recorded, change said covenants in whole or in part, either during or after the initial term provided for in this paragraph. Covenants thus modified will be effective for a period of ten (10) years, and will be automatically extended for successive periods of ten (10) years unless modified as outlined above.
  4. SEVERABILITY: Invalidity of any one of these covenants by court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
  5. ASSIGNMENT OF POWER: Any and all rights and powers of the owner herein contained may be delegated, transferred or assigned. Whenever the owner is used herein, it includes assigns or successors in interest of the owner.
7. *AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.*

6. MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION: Membership in the Lava Ranch Property Owners' Association, Inc., an Idaho non-profit corporation, is appurtenant to and shall be a mandatory incident of ownership of any lot in the Lava Ranch subdivisions. The general purpose of the Association is to further and promote the community welfare of property owners in the subdivisions. The Association shall be responsible for the improvement, maintenance, upkeep and repair, and the establishment and enforcement of rules and regulations concerning the operation and use of all common areas and recreational facilities and other properties within the subdivisions as it may from time to time own, and for the payment of liability insurance premiums and fees incident to the ownership and operation of common areas and recreational facilities. The Association shall specifically assume responsibility for development road improvement and maintenance which shall be and remain the obligation of the Association. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to assess and collect from every member of the Association a uniform yearly charge per single-family recreational lot within the subdivisions which if not paid when due shall bear interest from the due date. PROVIDED HOWEVER, the unsold lots held by the developer, Lava Ranch Partnership, shall be liable for assessment or charges as decided by legal precedent, and at least to an amount required to pay a proportionate share of property taxes attributable to the common areas held by the Association for the benefit of lot owners. The Association may publish the name of a delinquent member and may file notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, and which lien shall encumber the members' lot or lots and may be foreclosed in accordance with the laws of the State of Idaho. The Board of Directors of the Association shall fix the amount of the annual charge per lot, which may vary from year to year depending on the amount required to meet the obligations of the Property Owners' Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28 day of July,  
2000.

LAVA RANCH PROPERTY OWNERS'  
ASSOCIATION, INC.

By   
President

8. AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.



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SUBSCRIBED AND SWORN to before me, a notary public, this 28 day of

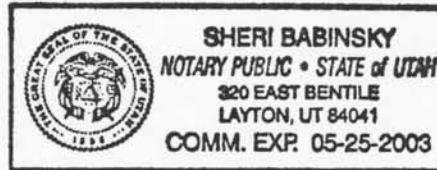
July, 2000.

Sheri Babinsky

NOTARY PUBLIC for Utah

Residing at: Layton UT

Commission Expires: 5/25/2003



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NO

RECORDED AT REQUEST OF

D. Kirk Bybre

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OFFICIAL RECORD BOOK NO. 704

BANNOCK COUNTY IDAHO

LARRY W. CHAN RECORDER

FEE 27 COUNTY MI

9. AMENDED ALL INCLUSIVE DECLARATION OF BUILDING AND USE RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAVA RANCH PROPERTY OWNERS' ASSOCIATION, INC.