

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CALLAWAY RANCH SUBDIVISION**

THIS DECLARATION is made on the date hereinafter set forth by the undersigned, ANNELISE DEVELOPMENT LLC, an Idaho Limited Liability Company, hereinafter referred to as the "Declarant."

WHEREAS, Declarant is the owner of certain real property in the county of Ada, State of Idaho, hereinafter referred to as "Property," more particularly described as follows:

Block 1, Lots 1-17, Block 2, Lots 1-14, Block 3, Lot 1 and Block 4, Lot 1, as set forth on the official plat. of said subdivision recorded on Page ⁹⁰⁵⁴~~9057~~ of Plats under recordation no. 101105262 records of Ada County Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the said property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, and as set forth on the final plat. of said subdivision; all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and reservations shall inure to the benefit of and be limitations upon, all future owners of said Property or any interest therein.

ARTICLE 1 - DEFINITIONS

- 1.1. "Association" shall mean and refer to "Callaway Ranch Subdivision Homeowner's Association, Inc.," an Idaho non-profit corporation, its successors and assigns.
- 1.2. "Building Lot" shall mean and refer to a Lot, or to any parcel of said property under one ownership which consists of a portion of one (1) of such Lots, or contiguous portions of two (2) or more contiguous Lots if a building is constructed thereon.
- 1.3. "Committee" shall mean the Architectural Control Committee described in Article 3 hereof.
- 1.4. "Declarant" shall mean and refer to ANNELISE DEVELOPMENT LLC, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.
- 1.5. "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map of the property.

1.6. "Mortgage" shall mean and refer to any mortgage or deed of trust and "Mortgagee" shall refer to the mortgagee, or beneficiary under a deed of trust, and "Mortgagor" shall refer to the mortgagor, or grantor of a deed of trust.

1.7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Building Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.8. "Plat" shall mean the recorded Plat of Callaway Ranch Subdivision.

1.9. "Property" shall mean and refer to that certain real property hereinbefore described.

1.10. "Setback" means the minimum distance between the dwelling unit or other structure referred to and a given street or road or Lot or Building Lot line.

1.11. "Unit" shall mean one residence which shall be situated upon a building lot.

1.12. "Declaration" shall mean or refer to the declaration of covenants, conditions and restrictions applicable to the property recorded in the office of the county of the Recorder of Ada County, State of Idaho.

1.13. "Irrigation Water Supply System" shall mean all real property and improvements used for delivery of irrigation water thereon and all pumps, pipes, and other conveyancing apparatus, and all easements rights with installation and maintenance of the systems by which irrigation water is delivered to each Lot owned by the Association for the purpose of providing the irrigation water system to owners.

1.14. "Common Areas" shall mean all real property and improvements thereon, (including private streets, drives, parking areas, if any, owned by the Association for the common use and enjoyment of owners. The common areas to be owned by the Association at the time of the conveyance of the first Lot described are as follows: Lot 1, Block 3 and Lot 1, Block 4 Callaway Ranch Subdivision, Ada County Idaho.

ARTICLE 2 - GENERAL RESTRICTIONS

2.1. Land Use and Building Type.

Residential. No Lot shall be used except for residential purposes, and no Lot shall be used for the conduct of any trade, business or professional activity. No building shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family dwelling with a pitched roof, EXCEPT for Declarant's right to use one (1) dwelling for a temporary sales office during the development and initial sales of the subdivision dwellings. Modular homes, pre-built or prefabricated homes, and mobile homes shall not be allowed. All residences and buildings must be new and the main structure must meet the

square footage requirement of paragraph 2.1.1. No vinyl, aluminum or steel siding shall be allowed.

2.1.1. No unit shall be erected or placed within the subdivision which shall have less than 2,200 square feet of floor space on the ground or main floor, exclusive of porches and garage. Any and all two story units shall have at least 1,600 square feet on the main floor and at least 800 square feet on the second floor. There will not be any split-entry units allowed in this subdivision nor will there be any units with basements allowed in this subdivision. All exterior buildings must match the main residence in style and material. All units shall have an attached three-car garage which are side loaded unless the dimensions of the Lot does not allow for side loading. All structures shall have not less than the minimum set-backs that are required by the City of Eagle and/or County of Ada building ordinances. If the ordinances are different than the set-backs set forth in Paragraph 2.1.2., then the requirements of this subdivision, assuming that they meet all County and City ordinances, shall be as follows:

2.1.2. Setbacks. Setback on the front of the Lot shall be a minimum of 50 feet. Setback on the side of the Lot shall be 20 feet. Setback on the rear of the Lot shall be 30 feet, and setback for the side for corner lots shall be 35 feet.

2.1.3. Landscaping. All Lots shall have the front yard seeded to the rear line of the house. All other landscaping design shall be approved in writing by the Committee prior to the installation of the same. All landscaping areas in the front must have concrete curbing around them. There is a landscape easement which goes across Lot 1, Block 1 and Lots 1, 2, 3, 4 & 5 of Block 2 of Subdivision. The Association shall be responsible for the maintenance of this landscape area, and shall and is granted a 50 foot easement across said Lots.

2.1.4. Lot Maintenance Prior to Construction. The Lot Owners shall maintain their Lots in a condition to ensure that all weeds, grass, and other plant life is no more than six inches high prior to the commencement of construction on said Lot. If said Lot is not maintained in accordance with this covenant and restriction, then in that event, the Homeowners Association shall have the right to have the Lot trimmed in accordance with this restriction and charge back the same against the Lot Owner and the failure to pay shall create a lien in favor of the Homeowners Association for the necessity of having to maintain the lot in accordance with this provision.

2.1.5. Roofs. Roofs shall be presidential or greater quality shingles with a color to be approved by the Committee. All pitches on the roof must be a minimum of 6-12 and the roof shall have 8 inch fascia boards.

2.1.6. Fireplace Chases. All fireplace chases shall have a one-piece cover and all roof flashings are to be painted .

2.1.7. Storage of Vehicles and Equipment. Parking of boats, trailers, motorcycles, trucks, truck campers, motor homes, recreational vehicles and like equipment, or farm or garden

equipment, or junk cars, or other unsightly vehicles, or equipment shall not be allowed on any Lot nor on public or private ways adjacent thereto, except in an enclosed structure. Any vehicle awaiting repair, or being repaired, shall be removed from the subdivision within forty-eight hours.

2.1.8. Community Sewer System. The Subdivision is to be served by a community sewer system. The community sewer system is to be owned by the Association which must contract with a certified water quality expert licensed to operate sewer systems. The Association will maintain the entire sewer system from the point of connection to the primary residence.

2.1.9. Field Drain Easement and Replacement Area. The southerly 100 feet of Lots 13, 14, 15, and 16 of Block 1 contain a field drain and replacement area. Those Lot Owners shall ensure that no construction is done on said area that would impede this drain field and replacement area. In addition, there shall be no crawl spaces or basements located and constructed within 175 feet of the southerly boundary of Lots 13, 14, 15, and 16 of Block 1. However, the north 75 feet of this southerly 175 feet, outbuildings without crawl spaces or basements may be constructed.

2.1.10. Restrictions on Lots 12 and 17 of Block 1. On Lots 12 and 17 of Block 1 of said subdivision, there shall be no crawl spaces or basements constructed within 75 feet of the north boundary line of said Lots.

2.1.11. Restrictions on Lots 4 and 6 of Block 2. Those areas of Lots 4 and 6 of Block 2, as shown on the plat of said subdivision, shall be limited to construction of detached accessory buildings.

2.1.12. Irrigation System. A pressurized irrigation system is provided to all Lots within the Subdivision utilizing existing water rights in the property, and will be utilized by the property owners under a strict irrigation schedule to water said Lots, which shall be controlled by the Association. All Lots shall have a fully automatic sprinkler system. The responsibility of constructing and maintaining the pressurized irrigation system on each Lot shall be the responsibility of the individual Lot Owners.

This pressurized irrigation shall also be utilized to irrigate all common areas owned by the association, and all other areas in which the Association has assumed maintenance duties regarding landscaping. The Association shall provide for the performance and operation, maintenance and management of the pressurized irrigation system in common areas and all other areas in which the Association has maintenance duties requiring irrigation.

A Lot Owner must construct an automatic principal irrigation system to irrigate their entire Lot.

A barrow ditch within the public right of way as shown on the plat of the Callaway Ranch Subdivision is for drainage purposes and is not to be modified, filled in, or

changed in any way, directly or indirectly, through landscaping or other improvements. Such ditch must be kept in its present condition as a means of drainage for the subdivision. Each Lot Owner shall be responsible to keep the barrow ditch clear as it traverses their respective Lot. However, each Lot Owner must landscape to the edge of the pavement. The Association is hereby granted an easement five feet on either side of the barrow ditch for maintenance, should the same by the Association be necessary.

No run off shall cross any Lot line onto another line except within a drainage easement.

2.1.13. Street Lights. All street lights within the Subdivision shall be under the ownership control and maintenance of the Association. If any street light is located on a Lot, then in that event, the Association shall have an easement to maintain said light.

2.2. Architectural Control. No building, fence, or other structure of any kind, or screening shall be erected, placed or altered on any until the construction plans, specification of plans showing the location of the structure have been approved by the Committee in writing as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Declarant shall build a uniform permanent fence around the Subdivision. All interior property line fences, or other fences within a Lot, must match the perimeter fence in material, color and size. Privacy enclosures around patios can be solid fencing so long as it is maintenance-free vinyl and does not violate the front and side setback requirements. No fences shall be built within the front and side street setback lines unless specifically approved by the Committee. All Lots which are corner lots shall have no fences nearer than 15 feet to the street property line, and may vary in height in accordance with the requirements for such fences set forth in the ordinances of the ordinances or building codes of Ada County.

No dwelling, fence, building, garage or other structure shall be built, erected, placed, materially altered or materially repaired which shall alter the surface colors or texture of any Unit or portion thereof unless and until plans, specifications and color scheme have been approved in writing, conditionally or otherwise. The requirements as to design and color shall apply only to the exterior appearance of such improvements, it not being the intent of these restrictions to control interior repair or alteration, with the exception of alteration of a garage or carport into living area.

Plans of all structures to be erected on any Building Lot must be submitted to and approved by the Committee. Completed plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location of a particular Building Lot, shall be submitted to the Committee before any construction or alteration is commenced, and such construction or alteration shall not be commenced until approved therefor is given by the Committee.

As to all improvements, construction and alteration upon any Building Lot, the Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing on such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or of the structure, the materials of which is proposed to be erected. The Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or of the structure or alteration therein as planned when viewed from adjacent or neighboring property, and any and all other facts which, in the Committee's opinion, shall affect the desirability of any such proposed structure, improvement or alteration. Actual construction shall comply substantially with the plans and specifications as approved.

2.3. Maintenance of Landscaping and Mailboxes. Each Owner shall maintain the landscaping and mailboxes on each Building Lot. All mailboxes shall be approved by the Committee which shall designate one type of mailbox standard to be used on all Lots. In the event an Owner should fail to do so, the Declarant shall have the right to enter upon such Owner's Building Lot and perform such maintenance, repair or replacement of landscaping and/or mailboxes as may be required at the sole cost and expense of the Owner so long as the Declarant owns Property in Callaway Ranch Subdivision.

2.4. Improvements Location. No building or other improvement shall be constructed in violation of setback requirements set forth on the recorded plat of the subdivision and as set forth in these Covenants, Conditions and Restrictions, or the requirements of any Ada County Zoning Ordinance.

2.5. Nuisances. 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 neighborhood.

2.6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except for a sales or construction office.

2.7. Signs. No sign of any kind shall be displayed to the public view of any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or the Declarant to advertise the Property during the construction and sales period.

2.8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.9. Livestock and Poultry. Each Lot Owner shall be allowed to keep the following animals on their respective Lot:

