

INSTRUMENT NO. 200679536

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW VISTA RANCH SUBDIVISION

Scott E. Englund and Theresa Englund an Idaho September 27, 2006, by  
("Declarant" or "Owner" or  
"Grantor").

ARTICLE 1: RECITALS

- 1.1 Declarant is the owner of all of the real property located in the City of Nampa, County of Canyon, State of Idaho, described in the attached Exhibit A (the "Property").
- 1.2 The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively, "Restrictions") that apply to a Tract. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, and to ensure a well-integrated high-quality development.

ARTICLE II: DECLARATION

Grantor declares that the Property 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:

- A. shall run with the land constituting the Property, and with each estate therein, 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;
- B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,
- C. shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest.

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including any public right-of-way, nor Grantor's right to post signs incidental to construction, sales, or leasing, nor Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the City.

### ARTICLE III: DEFINITIONS

- 3.1    "Building Lot" shall mean one or more lots within a Tract as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.
- 3.2    "Declaration" shall mean this Declaration Of Covenants, Conditions And Restrictions as it may be amended from time to time.
- 3.3    "Developer Lots" shall mean Building Lot 5, Building Lot 6, Building Lot 7, and Building Lot 8 inclusively.
- 3.4    "Grantor" shall mean *Scott E. England and Thressia England*, an Idaho \_\_\_\_\_, and its successors in interest, or affiliates of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. An "affiliate" shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.
- 3.5    "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, and fixtures of any kind whatsoever.
- 3.6    "Landscape Easements" shall mean any portion of a Building Lot located within the landscape easements designated on the Plat or in a Supplemental Declaration.
- 3.7    "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- 3.8    "Meadow Vista Ranch Subdivision" shall mean the Property.
- 3.9    "Person" shall mean any individual, partnership, corporation, or other legal entity.

3.10 **"Plat"** shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Canyon County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.11 **"Property"** shall mean the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be annexed by means of Supplemental Declaration as provided herein.

3.12 **"Supplemental Declaration"** shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

3.13 **"Tract"** shall mean a defined portion of the Property, and which this Declaration or a recorded Supplemental Declaration may have designated as a Tract. Each Tract shall contain one or more Building Lots.

#### **ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS**

4.1 **Structures - Generally.** All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1.1 **Use and Size of Dwelling Structure.** All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The minimum structure size in Meadow Vista Ranch Subdivision shall be Two Thousand Five Hundred (2,500) square feet exclusive of garage. These criteria shall apply to all phases.

4.1.2 **Setbacks and Height.** No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat for the Tract in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated by Grantor.

4.1.3 **Accessory Structures.** Detached garages shall be allowed if in conformity with the provisions of this Declaration. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot.

4.1.4 Driveways. All access driveways shall have a wearing surface of asphalt, concrete,  $\frac{3}{4}$  road mix, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.1.5 Fencing. All fencing and boundary walls constructed on any Building Lot shall be of "pole fencing" design. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of City ordinance. Certain entryway, corner and view lots are restricted from fencing.

4.1.6 Utilities. All utilities shall be installed underground.

4.2 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on a Building Lot which would result in the cancellation of insurance on any other portion of the Property or which would be in violation of any law.

4.3 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, except as to Developer Lots. Said Developer Lots may be individually or collectively further subdivided by Grantor provided that no further subdivision shall result in a Building Lot of less than three (3) acres in size. Such right of Grantor to further subdivide said Developer Lots individually or collectively may be freely assigned by Grantor.

4.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including vacant Building Lots, and no odor shall be permitted to arise therefrom 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. No noise or other nuisance, as described in the Nampa City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants.

4.5 Exterior Maintenance: Owner's Obligations. All Improvements shall at all times be kept in good condition and repair. No Owner shall permit any Improvement, including trees and landscaping to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition. Each Owner shall have the remedial rights set forth herein if the offending Owner fails to remedy his/her breach within a reasonable time following written notice by such Owner.

4.6 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. 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 Grantor.

4.7 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon.

4.8 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.9 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property that are or might be unsafe or hazardous to any person or property.

4.10 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, treat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.11 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property for longer than a six (6) week period, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.12 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepainted and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view.

4.13 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 water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This paragraph 4.13 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.14 Energy Devices. Outside. 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, except for heat pumps. This paragraph 4.14 shall not apply to passive solar energy systems incorporated into the design of a residential structure.

4.15 Animals/Pets. No more than one (1) large animal per  $\frac{1}{2}$  acre shall be kept on the Property. Birds, insects, pigeons, poultry may be kept on the Property if confined to a cage or barn and which do not unreasonably bother or constitute a nuisance to others. Livestock may be kept on the Property as long as the presence of such livestock does not unreasonably bother or constitute a nuisance to others. This paragraph 4.15 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. The construction of dog runs or other pet enclosures shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from an adjacent Building Lot.

4.16 Landscaping. The Owner of any Building Lot shall sod and plant landscaping for such Building Lot within thirty (30) days after said dwelling structure is completed, weather permitting. The initial front landscaping shall include as a minimum, sod in the front and side yards. But if Grantor or an affiliate of Grantor constructs the dwelling structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition.

Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Building Lot shall be completed as soon as reasonably practical following completion of the residential structure on such Building Lot.

4.17 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing,

and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices for lots and homes within the Property. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Canyon County Recorder.

4.18 Commencement of Construction. Any owner of a Building Lot shall, once said owner commences the construction of a dwelling structure in compliance with the restrictions herein, shall complete such construction within nine (9) months thereafter. The term "commence the construction," as used in this paragraph 4.18, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

#### ARTICLE V: ANNEXATION OF ADDITIONAL PROPERTIES

5.1 By Grantor. Grantor intends to develop the property described on Exhibit A and other properties and may, in Grantor's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Tracts may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

5.2 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in the Declaration shall apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes as a Tract as defined above.

5.3 Method of Annexation. The addition of a Tract to the Property authorized under sections 5.1 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Grantor or the Owner thereof and which shall annex such property to the Property. Thereupon each Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the Tract, or as Grantor or such Owner may deem appropriate in the development of the Tract.

5.4 **De-annexation.** Grantor may delete all or a portion of the property described on Exhibit A, including previously annexed Tracts, from the Property and from coverage of this Declaration so long as Grantor is the owner of all such Tracts to be de-annexed and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Canyon County Recorder in the same manner as a Supplemental Declaration of annexation. Owners other than Grantor as described above, shall not be entitled to de-annex all or any portion of a Tract except on the written approval and notarized signatures of sufficient Owners so as to represent seventy-five percent (75%) of the total Building Lots and written approval of Grantor so long as Grantor owns any portion of the property described on Exhibit A.

## **ARTICLE VI: EASEMENTS**

6.1 **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between adjacent Building Lots due to the nonwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 6.1

6.2 **Drainage and Utility Easements.** Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, resulting from the normal use of adjoining Building Lots, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the property.

6.2.1 **Improvement of Drainage and Utility Easement Areas.** The owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Meadow Vista Ranch Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lot and the Grantor shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement

areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

6.3 **Rights and Duties Concerning Utility Easements.** The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

6.3.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

6.3.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

6.4 **Driveway Easements.** Whenever a driveway is installed within the Property (which in whole or in part lies upon a Building Lot owned) by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway Building Lot shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace, or maintain such driveway. A common driveway which is installed to serve more than one Building Lot shall have the cost of upkeep and repair born in equal shares by all Owners for whose Property the common driveway serves.

6.5 **Maintenance and Use Easement Between Walls and Lot Lines.** Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

**ARTICLE VII: MISCELLANEOUS**

7.1 **Term.** The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions,

and equitable servitudes of this Declaration shall run until December 31, 2016, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument signed and attested to by Owners holding title of record to at least three-fourths (3/4) of the Property and such written instrument is recorded with the Canyon County Recorder.

7.2 Amendment.

7.2.1 By Grantor. Except as provided in paragraph 7.3 below, until the recordation of the first deed to Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination. Any amendment affecting only a particular Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed to a Building Lot in such Tract.

7.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article VII, any amendment shall be by an instrument in writing signed and attested to by Owners holding title of record to greater than fifty percent (50%) of the Property, and such amendment shall be effective upon its recordation with the Canyon County Recorder. Any amendment to this Article VII shall be by an instrument in writing signed and attested to by Owners holding title of record to at least ninety-five percent (95%) of the Property.

7.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective Building Lots notwithstanding that such Owners may not have consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property that existed prior to the said amendment.

7.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lots shall remain subject to this Declaration, as amended.

7.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the Unite

States mail, postage prepaid, addressed to the Owner at the most recent known address of the Owner as reflected in the real property tax records of the Canyon County Tax Assessor.

7.5 Enforcement and Non-Waiver.

7.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

7.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof is hereby declared a nuisance and will give rise to a cause of action in the Grantor or any Owner for recovery of damages or for negative or affirmative injunctive relief or both. Any Owner failing to comply with any provision hereof agrees to pay reasonable attorney fees and costs to any party who is successful in bringing such cause of action. However, any other provision to the contrary notwithstanding, only Grantor or a duly authorized agent of Grantor may enforce by self-help any of the provisions hereof and only if such self-help is preceded by reasonable notice to the Owner.

7.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

7.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

7.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

7.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

7.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

7.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 7.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

7.6.3 **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

7.6.4 **Captions.** All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

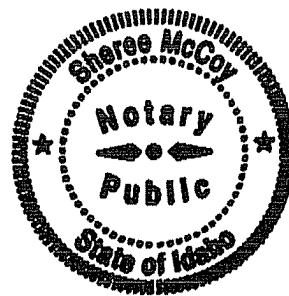
7.7 **Successors and Assigns.** All references herein to Grantor, Owners or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners or person.

IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

Sept 28/08  
Sheressa Englund

[Add appropriate notary acknowledgment]

Shere McCoy  
Commission  
Expires 10.16.09



2008 OCT 2 PM 2 05  
G. MCCELL, MARILIS  
CANNON MORTGAGE RECORDER  
BY *Shere McCoy*  
REQUEST *Shere McCoy*  
TYPED NAME *Shere McCoy*  
FEE *300*

RECORDED

200879536

DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR MEADOW VISTA RANCH SUBDIVISION - 12