

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
ESTATES AT FARRAGUT  
KOOTENAI COUNTY, IDAHO**

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions (“Declaration”), is made on the date hereinafter set forth, by THE ESTATES AT FARRAGUT, LLC, an Idaho limited liability company (“Declarant”), with reference to the following facts:

A. Declarant is the owner of that certain subdivision project approved for twenty-seven (27) residential Lots located in the County, commonly known as “ESTATES AT FARRAGUT.” The land encumbered by this Declaration (referred to herein as the “Property” or the “Project”) is more particularly described and identified in Plat for Estates at Farragut attached as Exhibit A.

B. Declarant desires to create an Idaho non-profit corporation, known or to be known as the Estates at Farragut Homeowners Association, Inc. (“Association”), which Association will operate and maintain certain properties and facilities within the Plat and collect and disburse the assessments and charges set forth in this Declaration.

C. Declarant intends to develop and convey the Property into twenty-seven (27) parcels pursuant to a plan for the development of a residential community known and identified as Estates at Farragut according to the Plats records as Instrument No. 2941452000 and found in Book L, Pages 819, 819A, and 819B with the Kootenai County Recorder’s Office, and attached as Exhibit A.

D. Declarant imposed upon the Property (and any property later annexed thereto) mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and Owners thereof as set forth in the Declaration of Covenants, Conditions, and Restrictions Estates at Farragut recorded on July 7, 2023, as instrument number 2941453000 in the records of Kootenai County (“Original Declaration”).

E. Declarant intends by this document to amend, restate, and supersede in its entirety the Original Declaration.

F. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, in accordance with the plan for the subdivision and sale of the Property as a residential community. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

**ARTICLE 1.  
DEFINITIONS**

1.1 “Assessment” shall mean that portion of the cost of maintaining, improving, repairing, operating, insuring, and managing the Common Area, which is to be paid by the Lot Owners as determined by the Association under this Declaration. Assessments may be designated as Regular Assessments, Initial Assessments, Extraordinary Assessments, or Special Assessments, as those terms are more specifically defined in Article 4 of this Declaration.

1.2 “Association” shall mean the Estates at Farragut Homeowners Association, Inc., an Idaho nonprofit corporation, the Members of which shall be Owners of Lots within the Property as provided herein.

1.3 “Board” or “Board of Directors” shall mean and refer to the elected board of directors of the Association.

1.4 “Committee” means the Architectural Committee created pursuant to Article 3 of this Declaration.

1.5 “Common Area” shall mean all the real property and improvements in the Project that are not within a Lot and which are owned by the Association for the common use and enjoyment of all the Owners. The foregoing notwithstanding, the Common Area does not include the Lot Road Frontage.

1.6 “Common Expenses” shall mean the actual and estimated expenses of Maintenance, improvement, repair, operation, and management of the Common Area, and of administration of the Association, and any reasonable reserve for such purposes as determined by the Association, and all sums designated Common Expenses by or pursuant to the Project Documents.

1.7 “County” means Kootenai County.

1.8 “Declarant” shall mean THE ESTATES AT FARRAGUT, LLC, an Idaho limited liability company, and its successors-in-interest and assigns with respect to the Property, but excluding members of the public purchasing completed Lots.

1.9 “Declaration” shall mean this First Amended and Restated Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.10 “Lot” shall mean any of the numbered separate residential parcels as designated on the Plat.

1.11 “Member” shall mean a member of the Association, as defined herein.

1.12 “Mortgage” includes a recorded mortgage, deed of trust, real estate contract, or other instrument creating a security interest in any Lot.

1.13 “Mortgagee” includes a mortgagee, beneficiary or holder of a deed of trust, real estate contract vendor, or other holder of a security interest in any Lot.

1.14 “Mortgagor” includes a mortgagor, the grantor of a deed of trust, real estate contract vendee, or other person granting a security interest in any Lot.

1.15 “Owner” or “Owners” shall mean the record holder or holders of title to a Lot within the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is

sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.16 "Period of Declarant Control" shall mean and refer to that period of time as defined in Article 12 of this Declaration.

1.17 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.

1.18 "Plat" shall refer to the recorded plat for "Estates at Farragut" as amended or supplemented from time to time. The Plat shall identify each Lot in the Project and show its relative location and dimensions.

1.19 "Project Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and the Rules and Regulations (if any) of the Association, as each may be amended from time to time.

1.20 "Property" or "Project" shall mean the land described in Exhibit A, together with all buildings, improvements or Structures thereon, and every easement or right appurtenant thereto, and all personal property intended for use in connection therewith or for the use, benefit, or enjoyment of the Owners.

1.21 "Structure" means any dwelling, landscaping, trees, bushes, fence, wall, driveway, walkway, deck, patio, or any other improvements of a Lot.

**ARTICLE 2.**  
**ASSOCIATION ADMINISTRATION MEMBERSHIP, AND VOTING RIGHTS**

2.1 **Organization of Association.** The Association is registered with the Idaho Secretary of State as a non-profit association.

2.2 **Duties and Powers.** The duties and powers of the Association are those set forth in this Declaration, together with its general and implied powers as an incorporated nonprofit association, generally to do any and all things that an incorporated nonprofit association may lawfully do and which are necessary or proper in operating for the peace, health, comfort, safety and general welfare of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in this Declaration. Specifically, but without limitation, the Association shall have the following general duties to its Members.

(a) **Enforce Governing Documents.** The Association shall enforce compliance with the Project Documents. The Association, through the Board, may impose fines for violations of or noncompliance with the Project Documents.

(b) **Publish Rules and Regulations.** The Association may establish and periodically publish rules and regulations to carry out its duty to maintain and protect the common roadway including, without limitation, a schedule of fines and penalties sufficient to achieve enforcement.

(c) **Hold Annual Meeting.** The Association shall hold an annual meeting of its members and may hold other meetings as necessary. Such meetings may be conducted through electronic or hybrid meeting models.

(d) **Keep Minutes.** The Association shall maintain a record of its meetings in the form of written minutes, maintained in the records of the Association for the period prescribed in Idaho Code, Title 55, Chapter 32, as the same may be amended.

2.3 **Membership.** The Owner of a Lot shall automatically, upon becoming the Owner of that Lot, be a Member of the Association, and shall remain a Member thereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. Membership shall be in accordance with this Declaration.

2.4 **Transferred Membership.** Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the transfer of ownership of the Lot to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in its name to the purchaser of the Lot, the Association shall have the right to record the transfer upon its books and thereupon the old membership outstanding in the name of the seller shall be null and void.

2.5 **Two Classes of Membership: Voting Requirements.** The Association shall have two (2) classes of voting membership as set forth as follows:

(a) **Class A Membership.** The Owner of each Lot in the Property, other than the Declarant, shall be entitled to be a Class A Member and shall be entitled to one (1) vote for each Lot owned. If a Lot is owned by more than one (1) person, each such person shall be a Member of the Association, but there shall be no more than one (1) vote per Lot. Multiple owners will have joint rights and obligations.

(b) **Class B Membership.** The Declarant shall be known as the Class B Member and shall be entitled to twenty (20) votes for each Lot owned; provided that the Class B Membership shall cease to exist after the expiration of the Period of Declarant Control.

The voting power necessary to support specific actions of the Association shall be as set forth herein. A Member's right to vote shall be deemed revoked unless and until the Member is current on dues and assessments. Except as otherwise set forth herein, a majority of Members voting a duly noticed meeting of the Members shall be the action of the Association. However, where a provision describes the voting requirement as a majority of "all Members," the action shall require the consent of more than one-half of the Lot Owners regardless of quorum. A Lot Owner may give his proxy to another Lot Owner. Such proxy shall be (a) in writing; (b) signed by the giver; (c) defining the particular meeting or time period in which the proxy may be exercised; and (d) delivered to the Association at or prior to the membership meeting.

2.6 Membership Meetings. The Association shall hold an annual meeting and may hold other meetings as necessary. The annual meeting shall take place on the first Thursday in November of each calendar year, or such other date as the Association determines. A quorum shall consist of no less than thirty percent (30%) of the voting power of the Association in attendance at the start of a membership meeting. Once a quorum has been established it shall be deemed to continue until adjournment.

2.7 Powers of the Association. The Association shall have the authority to:

- (a) enforce this Declaration;
- (b) impose fines for violations of any of the Project Documents;
- (c) levy and collect fines and assessments from the Members;
- (d) establish an account into which shall be deposited all assessments, fees, and expenses paid to the Association and from which disbursements shall be made in performance of functions by the Association;
- (e) enter into contracts as may be necessary or desirable to carry out its duties;
- (f) establish rules, regulations, procedures and policies necessary or deemed desirable to provide for the general welfare of residents in accordance with the letter and spirit of this Declaration;
- (g) enforce and carry out the development requirements as set forth by the County Planning Department;
- (h) place liens on the real property of Lot Owners who fail to pay fines, dues or assessments, and to enforce such liens through judgment and foreclosure; and
- (i) at its discretion, to employ or contract with a professional manager to perform all or any part of the duties and responsibilities of the Association.

**ARTICLE 3.**  
**ARCHITECTURAL CONTROL**

3.1 **Prohibition of Alteration or Improvement.** Subject to the exemption of Declarant hereunder, no building, sign, fence, wall, obstruction, awning, or Structure of any kind, and no landscaping (other than installing grass lawns) shall be commenced, installed, erected, painted, altered, or maintained upon any Lot, Lot Road Frontage, or the Common Area, nor shall any alteration or improvement of any kind be made thereto unless and until the same has been approved in writing by the Board or by the Committee appointed by the Board as provided in this Article.

3.2 **Development Plans and Approval.** Except for any initial construction undertaken by or according to plans developed by the Declarant, plans and specifications showing the nature, kind, shape, color, size, materials, and location of such improvements or alterations, together with detailed landscaping plans, shall be submitted to the Board or Committee for approval as to quality of workmanship and design. No such application shall be deemed received until actually received by the Board or Committee (evidenced by a signed receipt).

The Board or Committee shall consider and act upon any and all plans and specifications submitted for its approval under this Article and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with approved plans.

3.3 **Architectural Committee.** If a Committee is to be appointed, all members thereof shall be appointed by the Board. There shall be not less than three (3) nor more than five (5) members of the Committee, as determined by the Board. Unless and until a Committee is appointed, the functions of the Committee shall be undertaken by the Board.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. Neither the Committee nor any member of the Committee shall be liable in damages or otherwise for decisions made in good faith pursuant to the authority granted in this Article.

3.4 **Architectural Guidelines.** It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Committee. In furtherance of this objective, the Board or Committee shall have the authority to adopt architectural design guidelines, and to augment, amend, or otherwise modify such Guidelines from time to time; provided that they shall at all times be consistent with the remaining Project Documents and building restrictions imposed by law. Without limiting the generality of the authority of the Board or Committee to enact additional architectural design Guidelines, the following specific architectural design guidelines shall apply:

(a) All Structures must be new construction. All Structures must comply with height standards of the County.

(b) All Structures must have a setback that is in accordance with the minimum setback standards of the County.

The Board or Committee shall have the right, in special circumstances, to allow deviations from the published architectural guidelines enacted by the Board or Committee under the authority reserved in this Article. Such deviations shall require a majority vote of the Board or Architectural Committee; provided that deviations from the Guidelines contained within this Declaration shall require the unanimous vote of the Board or Committee.

**ARTICLE 4.**  
**REPAIR AND MAINTENANCE**

4.1 **Repair and Maintenance Rights and Duties of Association.** The Association shall operate, maintain, repair and replace the Common Area. All such maintenance shall comply with the requirements of the County.

4.2 **Repair and Maintenance Rights and Duties of Owners.** Each Lot Owner shall at its sole cost and expense maintain and repair his or her Lot and all improvements thereon, in good condition so as to be consistent with the balance of the Project, in the sole judgment and discretion of the Board. Each Lot Owner shall, at its sole cost and expense, repair, maintain and replace the portion of the road frontage which abuts its Lot ("Lot Road Frontage"). The Association shall have no obligation to maintain any Lot or the Lot Road Frontage, or improvements on any Lot; however, in the event an Owner fails to maintain a Lot or Lot Road Frontage or improvements thereon as provided herein in a manner which the Board deems necessary to preserve the appearance and value of the Property, the Board may notify the Owner of the work required and demand it be done within sixty (60) days from the giving of such Notice (or within such shorter time as may be appropriate in the case of an emergency). In the event the Owner fails to carry out such maintenance within such period, the Board may cause such work to be done and may specially assess the cost thereof to such Owner, and, if necessary, lien the Owner's Lot for the amount thereof.



**ARTICLE 5.**  
**ASSOCIATION ASSESSMENTS**

5.1 **Creation of the Lien and Personal Obligation of Assessments.** The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments, which shall be established and collected as provided herein:

- (a) Regular Assessments;
- (b) Initial Assessments;
- (c) Extraordinary Assessments; and
- (d) Special Assessments.

All Assessments, together with interest, costs, penalties and actual attorneys' fees, shall be a charge and a continuing lien upon the Lot against which each Assessment is made, the lien to become effective upon recordation of a Notice of Assessment Lien. Each such Assessment, together with interest, costs, penalties and actual attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. No Owner of a Lot may exempt himself from liability for his or her contribution toward the Common Expenses by waiver of the benefit of any of the Common Area or by the abandonment of his or her Lot.

5.2 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of all the Owners of Lots in the entire Project for the improvement and Maintenance of the Common Area for the common good of the Project. The Regular Assessments shall include an adequate reserve fund for Maintenance, repair and replacement of those portions of the Common Area which must be replaced on a periodic basis.

5.3 **Regular Assessments.** Until the end of the Association's fiscal year immediately following the closing of the sale of the first Lot in the Project, the maximum Regular Assessment for the entire Project shall be forty dollars (\$40.00) per month prepaid annually. Thereafter, the Board shall determine and fix the amount of the maximum annual Regular Assessment for the entire Project.

5.4 **Initial Assessment.** In addition to all other Assessments authorized herein, each Owner shall pay an Initial Assessment of one thousand dollars (\$1,000.00) upon acquiring ownership of his, her, or its Lot.

5.5 **Extraordinary Assessments.** In addition to the Regular Assessments authorized above, the Board may levy, in any fiscal year, an Extraordinary Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or to defray any unanticipated or underestimated Regular Assessment; provided, however, that the aggregate Extraordinary Assessments for any fiscal year shall not exceed ten percent (10%) of the budgeted gross expenses of the Association (excluding reserves) for that fiscal year, without the vote or written assent of a majority of the total voting power of the Association.

5.6 **Special Assessments.** In addition to the Regular and Extraordinary Assessments authorized above, the Board may levy Special Assessments (without limitation as to amount or frequency) against a Lot and its Owner to reimburse the Association for costs incurred in bringing that Owner and his or her Lot into compliance with the Project Documents, including interest, penalties, actual attorneys' fees and costs.

5.7 **Allocation of Assessments.** Each Lot, including Lots owned by Declarant, shall bear an

equal share of each aggregate Regular and Extraordinary Assessment (subject to the right of the Declarant to defer the commencement of Assessments against Lots owned by the Declarant as provided in Paragraph 5.8 below).

5.8 Date of Commencement of Assessment: Due Dates. The Regular Assessments provided for herein shall commence on the first day of the month following closing of the sale of the first Lot in the Project, and shall be prorated on a twelve month basis upon the sale of each Lot by Declarant to a third-party purchaser. Regular Assessments shall be due on January 31 of each calendar year; due dates of all other Assessments shall be established by the Board, on written Notice to all Owners.

Notwithstanding the foregoing, Declarant shall have the right to defer the commencement of assessments with respect to any Lot owned by Declarant, until the earlier of: (i) the occupancy of the improvements on such Lot; or (ii) one (1) year from the date of completion of the improvements on the Lot. This deferral shall be available only for so long as the Declarant, at its expense, performs or subsidizes all actual Common Area Maintenance and repair to the extent such Maintenance and repair is not covered by Assessments against Lots not owned by the Declarant.

5.9 Transfer Fees. On or before January of each year, the Association or its agent must provide each Owner with a disclosure of fees, including but not limited to the Initial Assessment, that will be charged to an Owner in connection with any transfer of ownership of his, her, or its Lot in accordance with Idaho Code Section 55-3205, as the same may be amended from time to time.

5.10 Transfer of Lot by Sale or Foreclosure. The sale or transfer of any Lot shall not affect any Assessment lien, or relieve the Lot from any liability therefor, whether the lien pertains to payments becoming due prior or subsequent to such sale or transfer. Notwithstanding the foregoing, the sale or transfer of any Lot pursuant to foreclosure or by deed in lieu of foreclosure of a recorded first mortgage given in good faith and for value shall extinguish the lien of all such Assessments as to payments which became due prior to such sale or transfer. Sale or transfer pursuant to mortgage foreclosure shall not, however, affect the personal liability of the Owner for unpaid Assessments. Any Assessments for which the liens are extinguished pursuant to this Paragraph shall be deemed to be Common Expenses collectible from all of the Lots, including the Lot for which the lien was extinguished.

In a voluntary conveyance of a Lot, the grantee of the same shall be jointly and severally liable with the grantor for all unpaid Assessments by the Association against the latter for his or her share of the Common Expenses (and for his or her obligation for individual Special Assessments) up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board, setting forth the amount of the unpaid Assessments due the Association, and such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments made by the Association against the grantor in excess of the amount set forth in the statement; provided, however, the grantee shall be liable for any such Assessment becoming due after the date of any such statement.

5.11 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any Assessment is not paid within fifteen (15) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than \$25) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid. Each unpaid Assessment, whether Regular, Extraordinary or Special, shall constitute a lien on each respective Lot prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (b) labor or materialmen's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien. Such lien, when delinquent,

may be enforced by sale by the Association (acting through the Board), its attorney or other person authorized by this Declaration or by law to make the sale, after failure of the Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a receiver to collect rent becoming due with respect to the subject Lot. The Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, rent, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may impose monetary fines or penalties including actual attorneys' fees and costs and may temporarily suspend the voting rights of a Lot Owner who is in default in payment of any Assessment, after Notice and Hearing according to the Bylaws.

5.12 Payment of Taxes Assessed Against Common Area or Personal Property of Association. If any taxes are assessed against the Common Area or the personal property of the Association, rather than against the Lots, said taxes shall be included in the Assessments made under this Article, and, if necessary, an Extraordinary Assessment may be levied against the Lots in an amount equal to said taxes (regardless of the limitation on Extraordinary Assessments set forth in Paragraph 5.5 above).

**ARTICLE 6.**  
**USE RESTRICTIONS**

6.1 Use of Property. Use of the Property shall at all times be in conformance with the zoning, subdivision, building and other applicable rules and regulations of local, County, and state codes. No dwelling or Structure shall be placed within or over a setback area as described in the local land use code. Nothing herein shall prevent Declarant from annexing land contiguous to the Property for purposes of creating additional Lots within the subdivision.

6.2 Use of Individual Lots. Lots shall be used only for single-family residential purposes, as a private residence for one family. Each single story residence shall have a minimum of one thousand six hundred (1,600) square feet of livable space, exclusive of garage, patios, breezeways, storage room, porches, or other improvements. Each two-story residence shall have a minimum of two thousand six hundred (2,400) square feet of livable space, exclusive of garage, patios, breezeways, storage room, porches, or other improvements.

6.3 Construction of Dwellings. The following standards apply to the construction of every dwelling on a Lot, unless a written exception is granted by the Committee prior to the commencement of any construction:

(a) Each dwelling must have a minimum two-car garage attached to the residence Structure.

(b) Each dwelling must be sided with cement board siding, or an alternative of equal or superior quality to be determined by the Board or Committee, as the case may be, in its sole discretion. Stained elements are required on the front elevation of a dwelling, as approved by the Committee, in its sole discretion. Examples of stained elements which may be approved by the Committee include siding accents, post or beams, corbels, or belly bands.

(c) Stone must be used on garages and at least one siding accent must be placed on the elevation facing the road/front elevation, unless the Committee grants a written exception. All garage doors must be either wood grained or black.

(d) Each dwelling must have a minimum of nine (9) foot wall height on the main floor of the dwelling.

(e) Each main entry door for a dwelling must be stain grade or gel stained.

(f) Home styles permitted on the Property must be high quality and include but are not limited to Craftsmen, Tudor, and Contemporary.

(g) Roof pitches less than 6/12 must be pre-approved in writing by the Committee.

(h) Any and all plans, alterations, additions, improvements and remodels require the prior written approval of the Committee.

(i) All exterior colors of any and all improvements on a Lot require the prior written approval of the Committee.

(j) Pole barns must be pre-approved in writing by the Committee.

6.4 Ancillary Buildings. Ancillary buildings are permitted for garages, storage, and shops in accordance with County ordinances. All ancillary buildings must match the color of the primary dwelling. No tents, trailers, mobile homes, or recreational vehicles shall be used on any Lot for either temporary or

permanent habitation.

6.5 Construction Timeline. All Structures commence on the Property shall be constructed diligently to completion and the exterior shall be completed within twelve (12) months of the commencement of construction. No temporary Structure, excavation, trailer, or tent is permitted on the Property except as part of an active construction project, and in no event may such a Structure be used as a residence, either temporary or permanent.

6.6 Signage Prohibited. No signs, billboard, or other advertising of any kind shall be erected, constructed, or maintained on any Lot or by any Owner for any purposes whatsoever, except (a) one sign of not more than six (6) square feet in surface area advertising the property for sale or lease; (b) signs used either by the Declarant or a builder to advertise a Lot during the construction or sales period; or (c) signs erected by the Declarant to advertise, market, or sell the Project or Lots.

6.7 Animals. No animals shall be kept on the Property for commercial purposes. Owners shall be fully responsible for all movements of and acts of their horses, dogs and other animals. All owners shall abide by local, County and state regulations regarding pets.

6.8 Noxious Weeds. Owners shall keep their Lots mowed and free of noxious weeds and plants as defined by local and County ordinances.

6.9 Lot Maintenance. Each Lot and Lot Road Frontage and the appearance of all Structures thereon shall be maintained in a clean, neat, and orderly condition and in good repair at all times by the Owner of the applicable Lot. All rubbish, trash, and garbage shall be regularly removed from all Lots and Lot Road Frontage, and shall not be allowed to accumulate thereon. Trash, garbage, compost, and other waste shall not be kept outside, except in sanitary, bear-proof containers which shall be kept screened and concealed from the view of other Lots and all public ways. During any period prior to the commencement of construction, Lots shall nevertheless be maintained in good condition (according to the sole judgment of the Board), and weeds and debris shall not be allowed to accumulate.

6.10 Trees. Any tree removal outside of a thirty (30) foot perimeter from the primary dwelling on a Lot must be pre-approved by the Committee in writing. Any tree removal outside of a twenty (20) foot footprint from the center of any driveway on a Lot must be pre-approved by the Committee in writing.

6.11 Landscaping. The Front Yard of all Lots shall be landscaped and maintained. As used herein, the term "Front Yard" shall mean the area within 30 feet of the home constructed on a Lot. Subject to the terms of this Paragraph 6.9, the remainder of a Lot may be left in its natural state. All Lot Owners shall maintain the thirty (30) feet of a Lot abutting the road. Such maintenance shall be completed so as to keep the Lot appearance at a reasonable level of care, as determined by the Board in its sole discretion. This Paragraph 6.11 shall not require the removal of natural trees from a Lot, provided that (i) no dead or fallen trees shall be permitted within 25 feet of the street; and (ii) all debris or underbrush that could be considered a fire hazard shall immediately be removed from the Lot. Additionally, nothing herein shall prohibit an Owner from landscaping and maintaining other parts of the Lot. The time limit for completion of the required landscaping shall be no later than ninety (90) days from the date of occupancy of the Structure, unless the Certificate of Occupancy is issued later than October 1st of any given calendar year, at which time an extension will allow until June 1st of the following year. Lot Owners shall notify the Committee and receive approval before commencing any expansion or improvement of completed landscaping.

6.12 Nuisances. No noxious, illegal, or offensive activities, as such terms are determined by the Board, in its sole discretion, shall be carried on within any Lot; nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots.

6.13 **Construction Requirements.** It shall be the responsibility of the Lot Owner to secure all necessary permits for the construction of approved improvements upon the Lot, and it shall be the sole responsibility of the Lot Owner to pay any fees associated with the permit process, including impact fees. The work of construction, altering or repairing any Structure shall be diligently performed from its commencement until completion. All construction shall be completed within one (1) year of the commencement of construction, with the landscaping completed in accordance with the timeframe set forth in Paragraph 6.4. The Association has authority to grant reasonable extensions based upon weather conditions and other acts of God. All construction shall comply with requirements established by any municipality or governmental agency having jurisdiction over the Property.

6.14 **No Junkyards.** No bulk materials, including metal and lumber, shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of an approved Structure. No machinery shall be kept or stored on any Lot except machinery as is usual in the maintenance of a private residence. Equipment, boats, recreational trailers and other vehicles shall be stored in such a way as to minimize the visibility of such vehicles from neighboring residences. Any inoperable vehicles shall be stored within enclosed Structures on the Lot.

6.15 **Rentals.** No portion of any Lot may be rented for a period that is less than six (6) months.

6.16 **No Drainfields or Septic Tanks.** No individual drainfields or septic tanks will be permitted on any Lot, except as may be used by Declarant pursuant to a permit from the appropriate governmental authority.

**ARTICLE 7.**  
**REQUIRED LANGUAGE AND RESTRICTIONS**

7.1 The Idaho Department of Fish and Game ("IDFG") requires specific provisions to be included in this Declaration. The following use restrictions and requirements are in addition to those found in Article 6 of this Declaration:

(a) Residential garbage shall not be stored outside. Dumpsters must be bear-proof. An adequate garbage collection system will be designed and implemented by the Association.

(b) IDFG notes that Lot Owners and other residents should be educated to avoid attracting bears, raccoons, and skunks. Accordingly:

(i) Barbecue grills and other outdoor cooking devices must be cleaned after every use;

(ii) No pet food may be left outside;

(iii) No bird feed or corn may be distributed to birds on the ground;

(iv) Reasonable measures must be taken to protect compost piles from bears, raccoons, skunks, and other animals;

(v) Reasonable measures must be taken to protect fruit trees from bears, raccoons, skunks, and other animals.

(c) A Lot Owner shall not feed wild animals, including, but not limited to deer, raccoons, wild turkeys, and bears on the Property.

(i) Purposely feeding wild animals creates an unnatural situation and may cause local population increases, which may create an unwanted nuisance for neighboring Lot Owners and eventually, the Lot Owner that is providing the food. An increase in the local deer population creates a hazard for motorists and animals. Many animals are hit by cars when moving from one feeding area to another. Additionally, when being chased by dogs, deer can become tangled in garden fences, run through picture windows, or dart into the street into oncoming traffic. Also, concentrating a large number of animals in a small area can facilitate local disease outbreaks.

(ii) Bears that obtain human food, garbage or pet foods lose their natural fear of humans and can become dangerous. Bears that are habituated to these unnatural food sources can damage vehicles, tear into tents, cabins or barns, or aggressively approach people looking for food. Bears that continue to seek human food may be trapped and relocated. However, if the bear returns and displays dangerous behavior, IDFG may attempt to trap and move the bear again; however, it is highly likely that the bear will be put down. This is very labor intensive and undesirable because it is an avoidable outcome and results in loss of wildlife.

(iii) Bird seed or corn distributed on the ground may attract wild turkeys and waterfowl. This unnatural situation often increases the local waterfowl and turkey population, which frequently causes damage to private property and leads to human/wildlife conflicts. Neither the Association nor IDFG will be responsible for property damage caused by waterfowl or wild turkeys, nor will the IDFG trap and remove animals that have become accustomed to being fed by Lot Owners.

(d) Notwithstanding Section 7.1(c), Lot Owners may feed songbirds in accordance with this subsection (d). Neither bird feed nor corn may be distributed on the Property, except in bird feeders. Any and all bird feeders must be cleaned at least one time per month. Notwithstanding the foregoing, birds may not be fed on the Property from May 1 to October 31.

7.2 The Idaho Department of Water Resources (“IDWR”) requires specific provisions to be included in this Declaration. The following use restrictions and requirements are in addition to those found in Article 6 of this Declaration:

(a) No Wells. No water wells, other than those maintained by Declarant or Declarant’s assigns, shall be permitted on any Lot without the prior written approval of the Board. Any construction of a new well must comply with drilling permit requirements of Idaho Code Section 42-235, as may be amended or renumbered from time to time, and applicable Well Construction Rules. If the proposed well is intended to be used for domestic purposes as defined in Idaho Code Section 42-111, as may be amended or renumbered from time to time, the use will not require approval from the Idaho Department of Water Resources. If the well will be used to irrigate more than ½ acre, use more than 13,000 gallons per day, or be shared by more than one household, the Lot Owner will need to file for and receive approval of an application for permit before a well drilling permit can be approved.

7.3 The County has required specific provisions to be included in this Declaration. The following use restrictions and requirements are in addition to those found in Article 6 of this Declaration:

(a) Lot Owners shall comply with the “Wildfire Mitigation Plan,” which has been submitted to and approved by the Timberlake Fire District or Idaho Department of Lands and is attached hereto as Exhibit B and incorporated herein by reference.

7.4 Then County requires Lots to comply with the following requirements of the Timberlake Fire Protection District (“TFPD”):

(a) Addressing installed on dwellings shall be clearly visible from the road fronting the property. Addressing shall be placed at the entrance to a property when the distance to the dwelling is too far and/or not clearly visible. Addressing shall be no less than four (4) inches in height and shall be of contrasting color from the background that it is posed on. Numbering should be white. Address numbers shall be posted where each driveway leaves the main road and shall be visible from both directions of travel. If a common driveway exists, the address numbers shall be posted again where the driveways separate from the common driveway.

(b) Fire apparatus access roads shall comply with International Fire Code (“IFC”) Section 503.2.1. Fire apparatus access roads shall have an unobstructed width of not less than twenty (20) feet, exclusive of shoulders, except for approved security gates in accordance with IFC Section 503.6, and an unobstructed vertical clearance of not less than thirteen (13) feet six (6) inches.

(c) The slope/grade of a driveway shall not exceed ten (10) percent. A driveway that exceeds one-hundred fifty (150) feet in length shall be provided with a turnaround approved by the TFPD. A driveway that exceeds two hundred (200) feet in length shall have pull-outs measuring ten (10) feet by twenty-five (25) feet in locations approved by TFPD. Notwithstanding the foregoing, to eliminate the pull-outs, the road or driveway may be widened to twenty (20) feet wide.

(e) When building permits are applied for, additional fire code requirements may be imposed by the TFPD or Association, as applicable for access to individual structures.

(f) If gates are installed at the entrance of a road or driveway, they shall be outfitted with either (1) a Knox box with a key or code, if the gates are padlocked, or (2) a Knox gate key switch, if the



**gates are automatic.**

**(g) The 2015 IFC requirements, as may be amended, shall apply when building permits are applied for. Additional requirements may apply depending on the size and type of occupancy being constructed.**

**ARTICLE 8.  
INSURANCE**

8.1 Duty to Obtain Insurance; Types. The following policies of insurance shall be obtained and maintained:

(a) **Hazard Insurance:** Each Owner shall maintain, with respect to its Lot, and the Association shall maintain, with respect to the Common Area, hazard insurance covering loss or damage to all parts of such ownership (and contents) in the amount of the full replacement value thereof, providing protection against all direct causes of loss. The insurance shall name the Association as an additional insured and shall contain the standard mortgage clause, naming the holders of first mortgages as the mortgagees.

(b) **Liability Insurance:** Each Owner, with respect to its Lot and improvements thereon, and the Association, with respect to the Common Area, shall maintain, at their respective cost, a comprehensive general liability insurance policy.

(c) **Fidelity Bonds:** If required by any first mortgagee, the Board shall also carry blanket fidelity bonds for anyone who either handles or is responsible for funds which are held or administered by the Association, whether or not they receive compensation for such services.

8.2 **Lenders' Requirements.** Notwithstanding the foregoing, the Association and each Lot Owner shall maintain insurance and fidelity bonds meeting the requirements for similar projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), the Mortgage Association ("TMC"), Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA"), so long as any of them shall be a holder, insurer, or guarantor of a mortgage on a Lot within the Project, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA, TMC, VA and/or FHA, as applicable.

8.3 **Waiver of Claim Against Association.** As to all policies of insurance maintained by or for the benefit of the Association and the Owners, the Association and the Owners hereby waive and release all claims against one another, the Board and Declarant, to the extent of the insurance proceeds available, whether or not the insurable damage or injury is caused by the negligence of or breach of any agreement by any of said persons.

**ARTICLE 9.**  
**DESTRUCTION OF IMPROVEMENTS**

9.1 Restoration of Common Area. Except as otherwise provided in this Declaration, in the event of any destruction of any portion of the Common Area, the repair or replacement of which is the responsibility of the Association, it shall be the duty of the Association to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 7 hereof for reconstruction or repair of the Common Area shall be used for such purpose, unless otherwise provided herein. The Board shall be authorized to have prepared the necessary documents to effect such reconstruction as promptly as practical. The Common Area shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are adopted by the Board. If the amount available from the proceeds of such insurance policies for such restoration and repair is not sufficient to cover the entire cost of restoration and repair, the Association shall be authorized to levy an Extraordinary Assessment to collect the deficiency from all owners and to proceed with the restoration.

9.2 Restoration of Residential Improvements. In the event of any destruction of any portion of any residential improvements, it shall be the duty of the Owner, subject to the rights of any first mortgagee, to restore and repair the same to its former condition, as promptly as practical. The proceeds of any insurance maintained pursuant to Article 7 hereof for reconstruction and repair of the improvements shall be used for such purpose, unless otherwise provided herein. The improvements shall be reconstructed or rebuilt substantially in accordance with the original construction plans, unless changes are approved by the Board. If the amount available from the proceeds of such insurance for such restoration and repair is insufficient, the cash required shall be provided by the Owner.

**ARTICLE 10.**  
**EMINENT DOMAIN**

10.1 Awards Repair Restoration and Replacement. In the event of any taking of any Lot or portion of the Common Area in the Project by eminent domain (including actual condemnation or sale under threat of condemnation), the Owner of such Lot (or the Association, in the case of the Common Area) shall be entitled to receive the award for such taking (subject to the rights of any mortgagee thereof), and after acceptance thereof, he or she and his or her mortgagee(s) shall be divested of all interest in the Project if such Owner shall vacate his or her Lot as a result of such taking. The remaining portion of the Project shall be resurveyed, if necessary, and this Declaration shall be amended to reflect such taking. In the event of a taking by eminent domain of more than one Lot at the same time, the Board may participate in the negotiations, and may propose the method of division of the proceeds of condemnation, where Lots are not valued separately by the condemning authority or by the court. In the event any Lot Owner or first mortgagee disagrees with the proposed allocation, he or she may have the matter submitted to arbitration under the rules of the American Arbitration Association.

10.2 Awards for Owners' Personal Property and Relocation Allowances. Where all or part of the Project is taken by eminent domain, each owner shall have the exclusive right to claim all of the award made for such Owner's personal property, and any relocation, moving expense, or other allowance of a similar nature designed to facilitate relocation.

**ARTICLE 11.  
RIGHTS OF MORTGAGEES**

In order to induce various lenders and lending agencies, including without limitation, The Mortgage Corporation ("TMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA"), the Veterans Administration ("VA") and/or the Federal Housing Administration ("FHA") to participate in the financing of the sale of Lots within the Project, this Article 10 is included in this Declaration. To the extent these added provisions, pertaining to the rights of such lenders and lending agencies, conflict with any other provisions of this Declaration or any other of the Project Documents, these added restrictions shall control. For purposes of this Article 10, the terms "Eligible Holder" and "Eligible Insurer or Guarantor" refer to a holder, insurer, or guarantor of any first mortgage on a Lot, who has provided a written request to the Association, to be notified of any proposed amendment or action described in Paragraph 10.5 or Paragraph 10.6 below.

11.1 Notwithstanding any other provision of Project Documents, no amendment or violation of the Project Documents shall operate to defeat or render invalid the rights of any mortgagee of a Lot made in good faith and for value, provided that after the foreclosure of any such mortgage, such Lot shall remain subject to the Project Documents.

11.2 Each first mortgagee of a mortgage encumbering any Lot, which obtains title to such Lot pursuant to judicial foreclosure or the powers provided in such mortgage, shall take title to such Lot free and clear of any claims for unpaid Assessments or charges against such Lot which accrued after the time such mortgagee recorded its mortgage, and prior to the time such mortgagee acquires title to such Lot.

11.3 First mortgagees, upon written request, shall have the right to (1) examine the books and records of the Association during normal business hours; (2) require from the Association the submission of annual audited financial reports and other financial data; (3) receive written Notice of all meetings of the owners; and (4) designate, in writing, a representative to attend all such meetings.

11.4 Each Owner hereby authorizes the first mortgagee of a first mortgage on his or her Lot to furnish information to the Board concerning the status of the first mortgage and the loan which it secures.

11.5 Lot Owners shall have the right to amend the Project Documents in accordance with Article 11 below, subject to the rights of Eligible Holders to participate in the amendment process as provided in this Paragraph. Amendments of a material nature shall be agreed to by (a) the Declarant (so long as the Declarant holds at least 25% of the voting power); (b) Lot Owners representing at least fifty-one percent (51%) of the total allocated votes in the Association, excluding votes held by the Declarant; and (c) Eligible Holders representing at least fifty-one percent (51%) of the votes of Lots that are subject to mortgages held by Eligible Holders. A change affecting any of the following would be considered as material:

- Voting rights;
- Assessments, assessment liens, or subordination of assessment liens;
- Reserves for Maintenance, repair and replacement of Common Area;
- Responsibility for Maintenance and repairs;
- Reallocation of interests in the Common Area, or rights to its use;
- Boundaries of any Lot;
- Convertibility of Lots into Common Area or vice-versa;
- Insurance or fidelity bonds;

- Leasing of Lots;
- Imposition of any restrictions on a Lot Owner's right to sell or transfer his or her Lot;
- A decision by the Association to establish self-management when professional management had been previously required by an Eligible Holder;
- Restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in the Project Documents; or
- Any provisions that expressly benefit mortgage holders, insurers, or guarantors. If the Association determines that an addition or amendment to the Project Documents is a material change, the approval of Eligible Holders shall be implied by the failure of an Eligible Holder to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

11.6 Each Eligible Holder and each Eligible Insurer or Guarantor is entitled to timely written Notice of the following:

- Any condemnation or casualty loss that affects either a material portion of the Project or the Lot securing its mortgage;
- Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- Any proposed action that requires the consent of a specified percentage of Eligible Holders. In addition to the foregoing, the Board shall have the power and authority, without the vote of the Association, to enter into such contracts or agreements on behalf of the Association (and, if necessary, to record an appropriate amendment to this Declaration, without a formal vote of the Owners) as are required in order to satisfy the guidelines of the VA, FHA, TMC, the FNMA or the GNMA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entities of first mortgages encumbering Lots. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential mortgage borrowers and potential sellers of their residential Lots, if such agencies approve the Property as a qualifying Project under their respective policies, rules, and regulations, as adopted from time to time.

**ARTICLE 12.  
DURATION AND AMENDMENT**

12.1 Duration. This Declaration shall continue in full force for a term of thirty (30) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded, meeting the requirements of an amendment to this Declaration as set forth in Paragraph 11.2 or 11.3, as the case may be.

12.2 Amendment by Declarant. During the Period of Declarant Control (as defined in Section 13.2), Declarant may amend this Declaration at any time or from time to time without the consent or approval of the Association.

12.3 Amendment by Owners. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the Notice of any meeting of the Association at which the proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by an owner at a meeting of the Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of (1) the Declarant, for so long as the Declarant owns any Lot in the Project; and (2) Lot Owners representing at least sixty-six (66%) of the total allocated votes in the Association, excluding votes held by the Declarant.

Notwithstanding the foregoing, the following special voting provisions shall apply:

(a) Amendments of material nature shall be enacted in compliance with the provisions of Article 10 of this Declaration; and

(b) The specified percentage of the voting power necessary to amend a specified provision of this Declaration shall be not less than the percentage of affirmative votes prescribed for action to be taken under that provision.

A certificate, signed and sworn to by the Board, that the record Owners of the required number of Lots (and the necessary number of Owners, and the required number of first mortgagees, where applicable) have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least ten (10) years.

**ARTICLE 13.  
DECLARANT'S RIGHTS AND RESERVATIONS**

13.1 **General.** Declarant is undertaking the work of development of the Project and the establishment of a single-family residential community on the Property. The completion of that work and the sale, rental, and other disposal of the Lots is essential to the establishment and welfare of the Property as a single-family residential community. In order that said work may be completed as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such Structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a single-family residential community, and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the identification of the Project or for the sale, lease, or disposition thereof.

13.2 **Period of Declarant Control.** So long as Declarant, its successors-in-interest and assigns, owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration. This period in which the Declarant, its successors-in-interest, and assigns owns one or more of the Lots shall be known as the "Period of Declarant Control."

13.3 **Additions to the Project.** The Declarant may, but shall have no obligation to, add at any time or from time to time during the Period of Declarant Control, additional contiguous real property to the Project, which additional real property shall become subject to the duties, protections, and obligations of this Declaration, with any additional common area and/or facilities becoming part of the maintenance obligations provided for in Article 3 of this Declaration. The addition shall be evidenced by the filing and recording by the Declarant of a supplementary declaration describing the contiguous real property to be added and reciting that said additional real property shall be subject to the terms and conditions of this Declaration. The Declarant may make such a supplementary declaration without the consent or approval of the Association. Declarant may also amend this Declaration without the consent or approval of the Association pursuant to Section 12.2.

13.4 **Transfer of Declarant Rights.** Declarant may freely assign its rights and obligations under this Declaration at any time. In the event Declarant shall convey all of its right, title, and interest in and to the Property to any third person, then and in such event, Declarant shall be relieved of the performance of any further duty of obligation hereunder, and such third person shall be obligated to perform all such duties and obligations of the Declarant.



**ARTICLE 14.**  
**ANNEXATION OF ADDITIONAL PROPERTY**

Additional property may be annexed to the Project and become subject to this Declaration by either of the following methods:

14.1 Annexation by Declarant. Declarant may annex additional property to become a part of the Project described herein, subject to this Declaration and subject to the jurisdiction of the Association, without the assent of the Association or its Members on condition that:

(a) Any annexation pursuant to this subparagraph shall be made prior to twenty-five (25) years from the date of recordation of this Declaration; and

(b) A Declaration of Annexation shall be recorded by the Declarant covering the property to be annexed. Said Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the scheme of this Declaration.

14.2 Annexation Pursuant to Approval by Membership. After expiration of the Period of Declarant Control, and upon the vote or written assent of fifty-one percent (51%) of the total voting power of the Association, other than the Declarant, the owner of any property adjacent (including being across any public right-of-way) to the Property described herein, who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may record a Declaration of Annexation covering the property to be annexed. Said Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property, and as are not inconsistent with the general scheme of this Declaration.

Upon annexation of additional property under either method described above, the annexed property shall become subject to this Declaration without the necessity of amending individual sections hereof. The Owners of the Lots in the original Project will continue to have the same easements, rights, and interests therein and will acquire similar easements, rights, and interests in the annexed property. Owners of Lots in the annexed portion of the Project will likewise acquire similar easements, rights, and interest in all portions of the Project and will become members of the Association.

**ARTICLE 15.**  
**EASEMENTS AND UTILITIES**

15.1 **Declarant Easement.** Declarant expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and under the Property (together with the right to grant, transfer, and relocate the same) for the installation, repair, and maintenance of sanitary sewer, water, electric, gas, telephone, television, and other utility lines and services, as may be deemed appropriate to service the Project, and for the purposes of completing development of the Project and its associated marketing activities.

15.2 **Common Area Easements.** Declarant expressly reserves for the benefit of the Association exclusive easements for the operation, maintenance, repair, and replacement of those portions of the Common Area that are not owned in fee by the Association, and all facilities thereon, consistent with its intended purposes.

15.3 **Trail Easement.** Declarant expressly reserves for the benefit of itself and its successors-in-interest and assigns, including the Association, easements over and across the Property (together with the right to grant, transfer, and relocate the same) for the installation, repair, replacement, and maintenance of walking trails, as may be deemed appropriate to service the Project.

15.4 **Encroachment and Utility Easements.** Each Lot is hereby declared to have an easement over each other Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of any improvement, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that no valid easement for encroachment shall be created in favor of an Owner or Owners if said encroachment occurred due to the gross negligence or willful misconduct of said Owner or Owners.

15.5 **Utility Services.** Each Owner shall make all arrangements for and pay directly for all utilities and services furnished to or used by such owner, including without limitation, gas, electricity, garbage collection, telephone service, water service, sewer service, and television receiving.

15.6 **Limitations on Grant of Easement.** No Owner may grant an easement for purposes of ingress and egress through that Owner's Lot to a parcel or parcels not included within the legal description of the Project. Any Owner may institute proceedings at law or in equity to prevent any individual owning land outside the Project from acquiring prescriptive rights to cross through land located within the Project.

**ARTICLE 16.**  
**GENERAL PROVISIONS**

16.1 **Invalidity of Any Provision.** Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

16.2 **Conflict of Project Documents.** If there is any conflict among or between the Project Documents, priority shall be given to Project Documents in the following order: this Declaration, the Plat, the Bylaws, and the rules and regulations of the Association. Notwithstanding the foregoing, any provision in any of the Project Documents, which is for the protection of mortgagees, shall have priority over any inconsistent provision in that document or in any other Project Document.

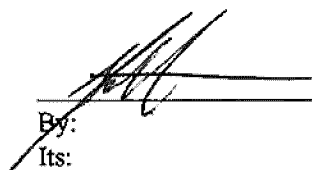
16.3 **Enforcement.** The Association (including the Declarant on behalf of the Association) or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Declaration or seek an award of damages for violation thereof. An award of reasonable attorneys fees shall be available to the prevailing party, as determined by a court of competent jurisdiction.

16.4 **Severability.** Invalidation of any provision in this Declaration by judgment or court order shall in no way affect any of the other provisions in this Declaration, which shall remain in full force and effect.

THE UNDERSIGNED, being the Declarant herein, has adopted this Declaration pursuant to Section 12.2 of the Original Declaration and executed this Declaration on 9/21, 2023.

“Declarant”

THE ESTATES AT FARRAGUT, LLC,  
an Idaho limited liability company

  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF Texas )  
County of Comal ) : ss.

On the 21 day of September, 20 23, before me, the undersigned Notary Public, personally appeared Gabriel Hern, known to me or proved to me on the basis of satisfactory evidence to be the manager member of The Estates at Farragut, LLC, an Idaho limited liability company, the limited liability company whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same on behalf of said limited liability company.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

Notary Public for Texas  
Residing at 1634 W. STATE HWY 46 NEW BRUNSWICK, TX 78132  
Commission Expires: 06-13-2027

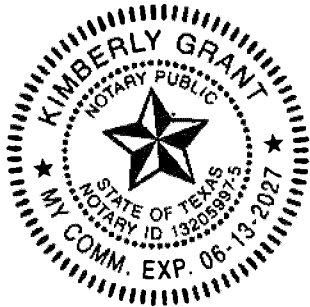




Exhibit A

*[Plat for Estates at Farragut]*

# THE ESTATES AT FARRAGUT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6,  
TOWNSHIP 53 NORTH, RANGE 2 WEST, BOISE MERIDIAN,  
KOOTENAI COUNTY, IDAHO

## ACKNOWLEDGMENT

STATE OF Idaho )  
COUNTY OF Kootenai )  
I, AUSTIN HERB, REPRESENTATIVE, of the County of Kootenai, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original instrument recorded in Book 141, Page 6016 of the Public Records of said County, Idaho.

WITNESSED my hand and the seal of said County, Idaho, this 27th day of July, 2023.

BY: Austin Herb, Representative of Farragut, LLC.  
Signature of Austin Herb

RESIDING AT Post Falls, ID  
Signature of Austin Herb

NOTARY PUBLIC STATE OF IDAHO  
MY COMMISSION NUMBER 20807  
MY COMMISSION EXPIRES 03/31/2025

## PANHANDLE HEALTH DISTRICT APPROVAL

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN REVIEWED AND APPROVED BY THE BOARD OF DISTRICT COMMISSIONERS ON JULY 13, 2023. BOARD CODES IN THE ATTACHMENT OF A CERTIFICATE OF DISAPPROVAL.

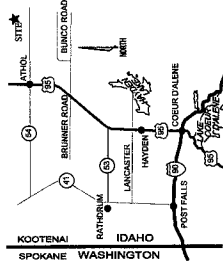
HEALTH DISTRICT SIGNATURE

DATE: 7/13/23

## SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PROJECT IS TO SUBDIVIDE THE PARCEL OF LAND DESCRIBED IN QUITCLAIM DEED AT INSTRUMENT #283711000.

- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.
- THE MONUMENTS SHOWN HEREON WERE LOCATED IN JULY, 2023.
- A SET RECORD INFORMATION FOR DOCUMENTS USED ON THIS PROJECT TO ASSIST IN DETERMINING THE ACCURACY OF THIS SURVEY HAS BEEN OBTAINED AND THERE WERE NO SIGNIFICANT DISCREPANCIES FROM OUR FIELD OBSERVATIONS.
- AS-BUILT LOCATION OF PERIMETER ROAD IS LOCATED EAST OF THE EAST LINE OF SECTION 6.
- HOWARD ROAD ALONG WITH THE APPROACHES TO LEONARD LOOP HAVE BEEN CONSTRUCTED THROUGH A ROAD ADJACENT BETWEEN THE DEVELOPER AND LAKES HIGHWAY DISTRICT THAT WAS EXECUTED BY INSTRUMENT #283711000.
- HOWARD ROAD ORIGINALLY WAS DESCRIBED AS A 20' EASEMENT CENTERED ON THE SOUTH LINE OF THE 1/4 SECTION 6, TOWNSHIP 53 NORTH, RANGE 2 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. THIS ROAD WAS RELOCATED TO THE EAST LINE OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 2 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO BY INSTRUMENT #283711000.
- THE SECTION OWNERS ALONG WITH 2 RECORDED PROPERTY CORNERS WERE OBTAINED DURING THE COURSE OF THIS SURVEY. THE PROPERTY CORNERS WERE CAPTURED AND THEY HAVE BEEN REPLACED IN THE NEW ASPHALT OF HOWARD ROAD AS NOTED IN THE LEGEND AND SHOWN HEREON.
- IF CORNER OF TITLE WAS OWNED BY 100% OF EAST LINE OF THE SOUTH LINE OF SECTION 6, THE NATURE OF THIS PLATING PROCESS, THE EAST LINE IS BEING DETERMINED BY A LINE 50 FEET NORTH OF THE EAST LINE OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 2 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO. THIS LINE IS BEING DEDICATED AS RIGHT-OF-WAY, IN THE NAME OF LAKES HIGHWAY DISTRICT, AS SHOWN IN THE OWNERS DEDICATION.
- PERPETUAL AND EXCLUSIVE ROADWAY, DRAINAGE, AND UTILITY EASEMENT ADJACENT TO LEONARD LOOP VARIES IN WIDTH TO ENCOMPASS THE EXTENTS (OUT/FULL SLOPES) OF THE CONSTRUCTION OF LEONARD LOOP. THE SOUTH EDGE OF A 15' WIDE GRAVEL ROAD, KNOWN AS COPPERHEAD ROAD, ALONG THE NORTH LINE OF SECTION 6, TOWNSHIP 53 NORTH, RANGE 2 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO, IS BEING DEDICATED AS A 60' RIGHT-OF-WAY, IN THE NAME OF LAKES HIGHWAY DISTRICT, AS SHOWN ON THE VICINITY MAP OF LOT 8, BLOCK 2.



VICINITY MAP  
NOT TO SCALE

## OWNER'S CERTIFICATE

I, AUSTIN HERB, REPRESENTATIVE, of the County of Kootenai, State of Idaho, do hereby certify that the foregoing is a true and correct copy of the original instrument recorded in Book 141, Page 6016 of the Public Records of said County, Idaho.

WITNESSED my hand and the seal of said County, Idaho, this 27th day of July, 2023.

BY: Austin Herb, Representative of Farragut, LLC.  
Signature of Austin Herb

RESIDING AT Post Falls, ID  
Signature of Austin Herb

NOTARY PUBLIC STATE OF IDAHO  
MY COMMISSION NUMBER 20807  
MY COMMISSION EXPIRES 03/31/2025

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MY COMMISSION EXPIRES 03/31/2025

## KOOTENAI COUNTY RECORDER

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF KOOTENAI COUNTY AND IN THE PRESENCE OF THE ESTIMATES AT FARRAGUT, LLC.

THIS 27th DAY OF JULY, 2023, AT 11:14 A.M. AND DULY RECORDED IN BOOK 141 OF PLATS AT PAGES 6016 OF THE PUBLIC RECORDS OF SAID COUNTY, IDAHO.

NUMBER 283711000  
FEE: 11.00

BY DEPUTY: Doree Ricketts  
Signature of Doree Ricketts

KOOTENAI COUNTY RECORDER, KENNETH LUCKE

## LAKES HIGHWAY DISTRICT

I, THE UNDERSIGNED, DIRECTOR OF HIGHWAYS FOR LAKES HIGHWAY DISTRICT, DO HEREBY CERTIFY THAT AT A MEETING OF THE BOARD OF DISTRICT COMMISSIONERS HELD ON THE DATE OF July 13, 2023, THE FOREGOING INSTRUMENT WAS APPROVED BY THE BOARD OF LAKES HIGHWAY DISTRICT COMMISSIONERS.

APPROVED BY THE BOARD OF LAKES HIGHWAY DISTRICT COMMISSIONERS.

DATE: July 13, 2023

BY: Eric S. Shumaker, P.E., Director  
Signature of Eric S. Shumaker, P.E.

LAKES HIGHWAY DISTRICT

## KOOTENAI COUNTY COMMISSIONERS APPROVAL

THIS PLAT WAS APPROVED BY THE KOOTENAI COUNTY BOARD OF COMMISSIONERS ON THIS 27th DAY OF JULY, 2023.

CHAIRMAN

Signature of Chairman

## KOOTENAI COUNTY TREASURER

I HEREBY CERTIFY THAT THE TAXES DUE FOR THE PROPERTY DESCRIBED IN THE OWNERS CERTIFICATE HAVE BEEN PAID THROUGH December 31, 2022.

THIS 30th DAY OF JUNE, 2023.

Signature of Treasurer

KOOTENAI COUNTY TREASURER

## KOOTENAI COUNTY SURVEYOR

I HEREBY CERTIFY THAT I HAVE EXAMINED THE HEREIN PLAT AND CHECKED THE PLAT COMPUTATIONS AND HAVE DETERMINED THAT THE REQUIREMENTS OF THE STATE CODE PERTAINING TO PLATS AND SURVEYS HAVE BEEN COMPLIED WITH.

DATED THIS 27th DAY OF July, 2023.

Signature of Surveyor

KOOTENAI COUNTY SURVEYOR

Signature of Deputy Surveyor

DEPUTY SURVEYOR

Signature of Deputy Surveyor

DEPUTY SURVEYOR

Signature of Deputy Surveyor

DEPUTY SURVEYOR

Signature of Deputy Surveyor

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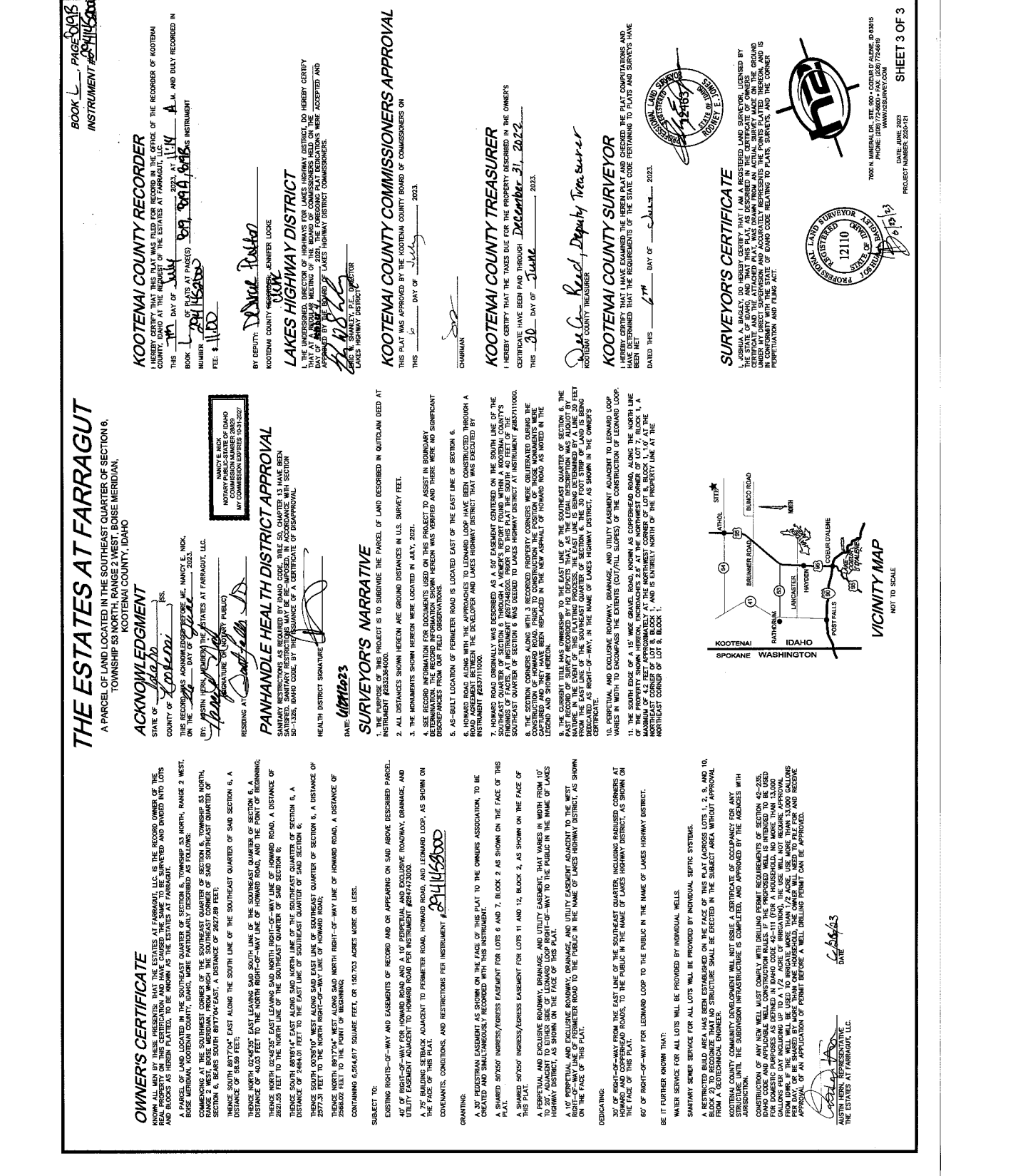
DEPUTY SURVEYOR

Signature of Deputy Surveyor

DEPUTY SURVEYOR

Signature of Deputy Surveyor

DEPUTY SURVEYOR



**Exhibit B**

*[Wildfire Mitigation Plan]*

1/23/2023

# Wildfire Mitigation Plan

Estates at Farragut Subdivision

Kootenai County, Idaho





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## Introduction

This Wildfire Mitigation Plan has been written for the Estates at Farragut subdivision by Northwest Management, Inc. This plan addresses wildfire risk and hazards for subdivisions in heavily timbered areas as well as resources that are available for fire protection. This plan satisfies the requirements of Kootenai County Subdivision Ordinance No. 394, Appendix A: Fire Mitigation Plan Requirements for Major Subdivisions in Timbered Areas.

## Subdivision Description

The Estates at Farragut subdivision is located within Kootenai County, Idaho. The legal description of the subdivision is the Southeast Quarter in Section 6, Township 53 North, Range 02 West, B.M., Kootenai County, ID. The subdivision will include approximately 156.4 acres within the Rural zone of the county, and it will be divided into 27 residential lots. The approximate location of structures is currently unknown, but there will be at least one structure within each parcel once the subdivision is fully developed (Appendix A).

Overall, the terrain within the subdivision is relatively flat, with much of the area measuring 0 to 14% slope. Some parcels within the northern portion of the subdivision feature steeper terrain that falls within the 15 to 34% slope category (Appendix B). The undulating terrain of the subdivision features all aspects, but the entire subdivision is generally characterized by a gentle slope with a north, northeast aspect (Appendix C).

There are no railroad tracks that run through or immediately adjacent to the subdivision. The closest railroad to the subdivision runs along the U.S. 95 corridor which is approximately 3.5 miles due west.

### B1 – Firefighting Resources

The subdivision is located within the Timberlake Fire Protection District which is covered by six stations with a mix of full time and volunteer firefighters, totaling approximately 25 individuals. The main station is located about 5.5 road miles to the west of the subdivision in Athol, ID (Appendix D) and a smaller, secondary station is located about 1.0 road mile to the south of the subdivision.

Water systems within the subdivision will primarily include private wells. A report prepared by Geoscience LLC. concluded that it is likely that sufficient groundwater will be available to provide the minimum requirement of 1,500 gpd and 5 gpm for 4 hours for the proposed wells and, in addition, it is likely that the additional groundwater consumption from the new wells will not have a significant impact on neighboring wells. Other water resources in the area include Lake Pend Oreille which is approximately 2.0 to 2.5 air miles east of the subdivision.

### B2 – Fuel Breaks

Based on the Idaho Department of Lands (IDL) Relative Threat Level fire hazard model the entirety of the subdivision is at moderate to high risk to wildland fire (Appendix E). As such, existing fuel breaks will need to be identified and new fuel breaks may need to be created to reduce fire risk. It is unknown if the subdivision will have a lot owner's association or other governing body that will oversee the maintenance of fuel breaks or if it will be the responsibility of individual lot owners.

### Existing Fuel Breaks

The subdivision is bordered on three sides by roadways that currently serve as fuel breaks. E Howard Road and N Perimeter Road are paved County roads that border the subdivision along the southern boundary and eastern boundary, respectively, and E Copperhead Road is a private, natural surface road that borders the subdivision along the northern boundary. Under regular maintenance by the Lakes Highway District, E Howard Road and Perimeter Road will continue to serve as optimal fuel breaks while E Copperhead Road will continue to serve as a moderately effective fuel break if current maintenance practices are continued. The effectiveness of E Copperhead Road as a fuel break could be improved by clearing a strip of vegetation along the northern edge of the subdivision which would widen the shoulder along the south side of the road.

In addition to the roads along the perimeter of the subdivision, there are also skid trails within the parcel and areas of discontinuous fuels which also serve as fuel breaks. However, these fuel breaks are more short-term as they can quickly become overgrown in the absence of routine maintenance. These fuel breaks also span multiple lots so they would likely become the responsibility of the lot owner once lots are purchased.

### Additional Fuel Breaks

The subdivision access road, "Loop Road", will serve as a fuel break once it is constructed and it will be maintained to meet the minimum requirements for dimensions set by IFC 503.2.1 Dimensions. In addition to existing fuel breaks and the planned access road, an additional fuel break should be constructed along the western boundary of the subdivision to disrupt the fuel continuity that currently exists (APPENDIX F). The effectiveness of such a fuel break will be short-term as it can quickly become overgrown in the absence of maintenance. Therefore, this fuel break will need to be maintained until the lots are purchased and then the responsibility is passed to an owner's association or individual lot owners.

### B3 – Treatment of Residential Fuels

Given the rural condition of the subdivision and surrounding area, it will be necessary for lot owners to address hazardous fuels on their property. Once driveway and structure locations have been selected by the lot owner a plan should be developed for fuel treatments that result in the creation of defensible space along the driveway and around all structures planned for the property. At minimum, canopy cover in forested areas should be less than 50%, lower branches on trees should be pruned to at least 8 feet from the ground on larger trees and 1/3 the live crown on smaller trees, the ground should be relatively free of debris and/or mowed, and ladder fuels and dead and dying trees must be removed. Snags that do not present a fire hazard should, however, be left standing to provide habitat for birds and wildlife. Unless there is an owner's association for the subdivision that monitors and/or coordinates fuel levels and fuel reduction activities it will be up to each individual lot owner to address fuels and other fire hazards on their property and around their home.

The IDL recommends the National Fire Protection Association (NFPA) standards for preparing homes for wildfire. The following sections are excerpts from the IDL website<sup>1</sup> that describe the basic steps that should be taken to create defensible space around homes in the wildland urban interface (WUI). For

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<sup>1</sup> <https://www.idl.idaho.gov/fire-management/fire-prevention-and-preparedness/preparing-for-wildfire/>

more information about creating defensible space around homes in the WUI, refer to the publication *Reducing Wildfire Risks in the Home Ignition Zone*<sup>2</sup>.

### Defensible Space

Wildland vegetation such as grass, brush, and timber can be extremely combustible. The vegetation can burn with great intensity and produce firebrands and embers that can become wind-driven hazards. Defensible space is the natural and landscaped area around a structure that is designed and maintained to reduce fire danger. Defensible space is all about minimizing and rearranging fuels. By treating fuels around your home and outbuildings, you influence wildfire behavior, thereby decreasing ignition potential.

Defensible space not only decreases your home's vulnerability to wildfire, but it can provide firefighters a safe environment in which to defend your property. Where homes are close to each other, defensible spaces may overlap to provide added protection for the neighborhood. A minimum defensible space of 100 feet is recommended for homes and outbuildings on flat ground—up to 200 feet or more on sloped sites. Defensible space is commonly divided into three zones:

#### **Zone 1 – Immediate Zone, Your Buildings and the First 5-feet**

The Immediate Zone includes both the home and the area 0 to 5 feet out from the furthest attached exterior point of the home.

In Zone 1, take steps to eliminate ignition potential. Use gravel mulch in this zone and use only the most fire-resistant plant material – e.g. short, high moisture content plants such as flowering annuals or perennial succulents hardy to your USDA zone. The home itself should be constructed using ignition resistant building materials. Screen any openings with 1/8" metal mesh to block embers from collecting inside the home or under decks. Be aware of anything that could be flammable in this zone such as leaf litter, dead vegetation, pine needles, even items such as a possibly flammable doormat or hanging baskets made from fibrous material.

#### **Zone 2 – Intermediate Zone, From 5- to 30-feet (Clean and Green)**

Zone 2 should consist of a well-maintained greenbelt. Surround islands of fire-resistant plant material with rock or brick retaining walls and/or well-watered turf. Keep lawns mowed to a height of four inches and clear vegetation regularly to keep the landscape 'lean, clean, and green'. Water plants and lawns appropriately to keep them from becoming dry. Trees and shrubs in this zone should be limited to small clusters to break up the continuity of the vegetation across the landscape. Consider using hardscapes, dry riverbeds, or water features as a means of beautifying the landscape as well as making it more fire resistant. Tree placement should be planned to ensure the mature canopy is no closer than ten feet to the edge of the structure.

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<sup>2</sup> Reducing Wildfire Risks in the Home Ignition Zone. National Fire Protection Association. Available online at: <https://idahofirewise.org/wp-content/uploads/2019/12/ReducingWildfireRisksHIZ.pdf>

### **Zone 3 – Extended Zone, From 30- to 100-feet and Beyond (Pruned and Groomed leading to Natural Vegetation)**

Keep in mind that your property line may end prior to 100 feet. In these instances, working collaboratively with your neighbor is important in helping to protect multiple properties.

In Zone 3, remove highly flammable vegetation and replace it with fire resistant species. Maintain Zone 3 by thinning and pruning, removing dead and dying plants, and periodic fertilization and irrigation, as needed. Place firewood and propane tanks on gravel or concrete pads at least 30-feet away from structures and surround them with non-flammable fencing. Trees 30-60 feet from the home should have at least 12 feet between canopy tops. Trees 60 to 100 feet from the home should have at least 6 feet between canopy tops.

#### **B4 – Powerlines**

Currently, the location of the proposed subdivision is undeveloped, so it does not feature any powerlines. All powerlines within the subdivision will be buried and there will be no overhead lines.

#### **B5 – Ingress and Egress**

The subdivision will feature two points of entry off E Howard Road. The driveways will be at opposite ends of the new “Loop Road” which will provide access to each lot within the subdivision (Appendix A). As described in the Staff Report for case number MSP21-0005, all roads and driveways within the subdivision will be constructed to the Associated Highway Districts Standards. Roads and driveways must also meet the requirements of the Timberlake Fire Protection District which are as follows:

1. Addressing installed on dwellings shall be clearly visible from the road fronting the property. Addressing shall be placed at the entrance to a property when the distance to the dwelling is too far and/or not clearly visible. Addressing shall be no less than four (4) inches in height and shall be of contrasting color from the background that it is posted on, fire district prefers white numbers.
2. IFC 503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
3. Slope/grade of driveway shall not exceed ten (10) percent.
4. Address numbers shall be posted where each driveway leaves main road and be visible from both directions of travel.
5. If a common driveway is used the address numbers shall be posted again where separate driveways leave the common driveway.
6. Any driveway that exceeds one-hundred fifty (150) feet in length shall be provided with an approved turn-around.
7. Any driveway that exceeds two hundred (200) feet in length shall have pull-outs measuring 10 X 35 feet in approved locations, to eliminate the pull-outs road/driveway can be widened to twenty (20) feet wide.
8. When building permits are applied for, additional fire code requirements may be applicable for access to individual structures.
9. If gates are installed, they shall be outfitted with either Knox box with key or code if gates are padlocked or Knox gate key switch if gates are automatic.

10. 2015 International Fire Code requirements shall apply when building permits are applied for. Additional requirements may apply depending on size and type of occupancy constructed.

#### B6 – Emergency Water Sources

Currently, there are no plans to add emergency water sources to the subdivision. The nearest known sources of water for emergency purposes include those that are owned and maintained by the Timberlake Fire Protection District and Lake Pend Oreille which is approximately 2.0 to 2.5 air miles east of the subdivision.

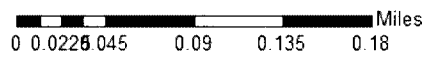
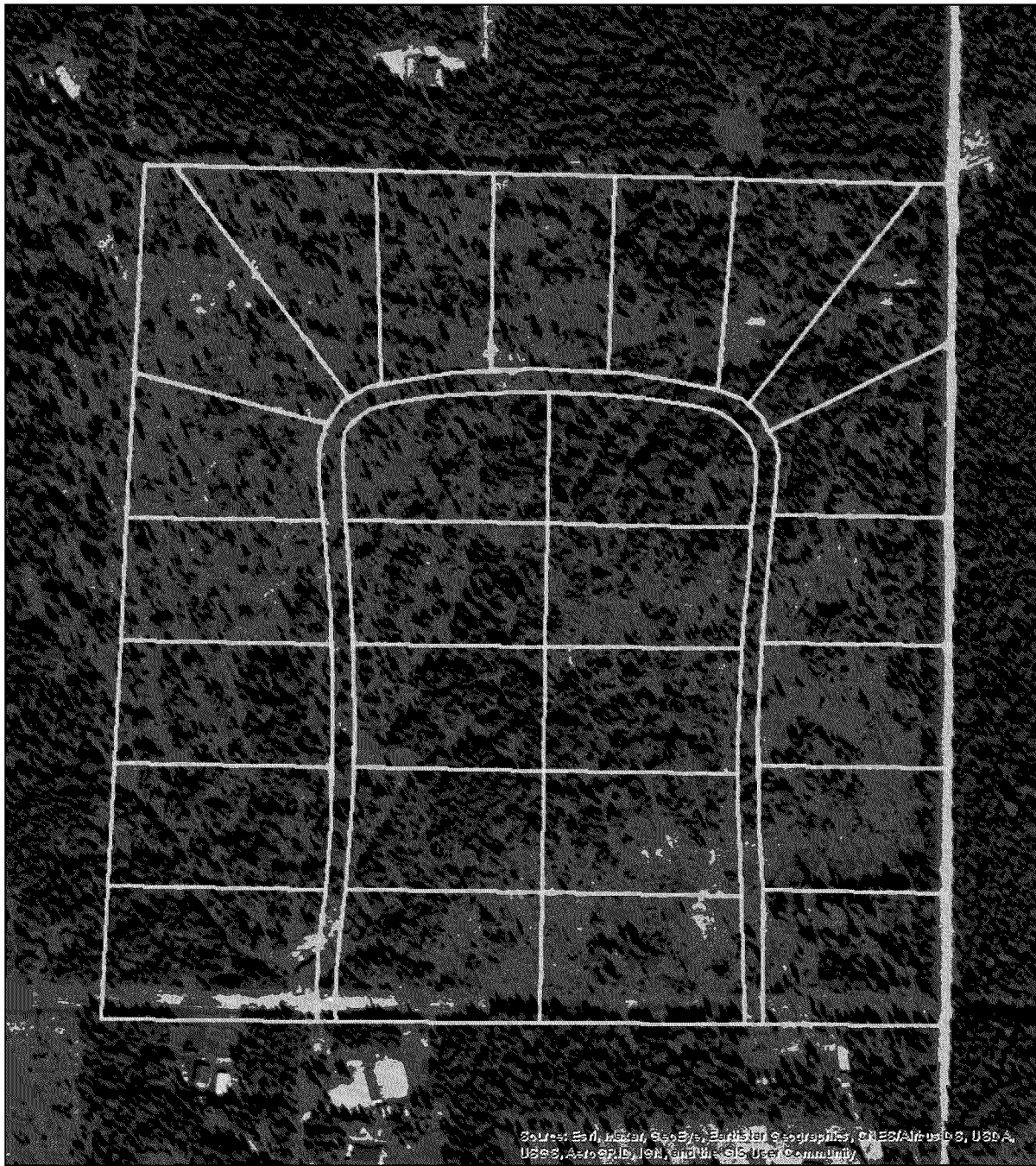
There are different types of emergency water sources that could be added to the subdivision in the future to improve and expand firefighting capabilities, including ponds, above ground storage tanks, and underground cisterns. Agreements could also be made with lot owners to use water stored in tanks or swimming pools, on private property, during emergency situations. Some storage tanks, such as an underground cistern, can be fitted with a dry hydrant which can expedite access to stored water during an emergency.

#### B7 – Use of Emergency Water Sources

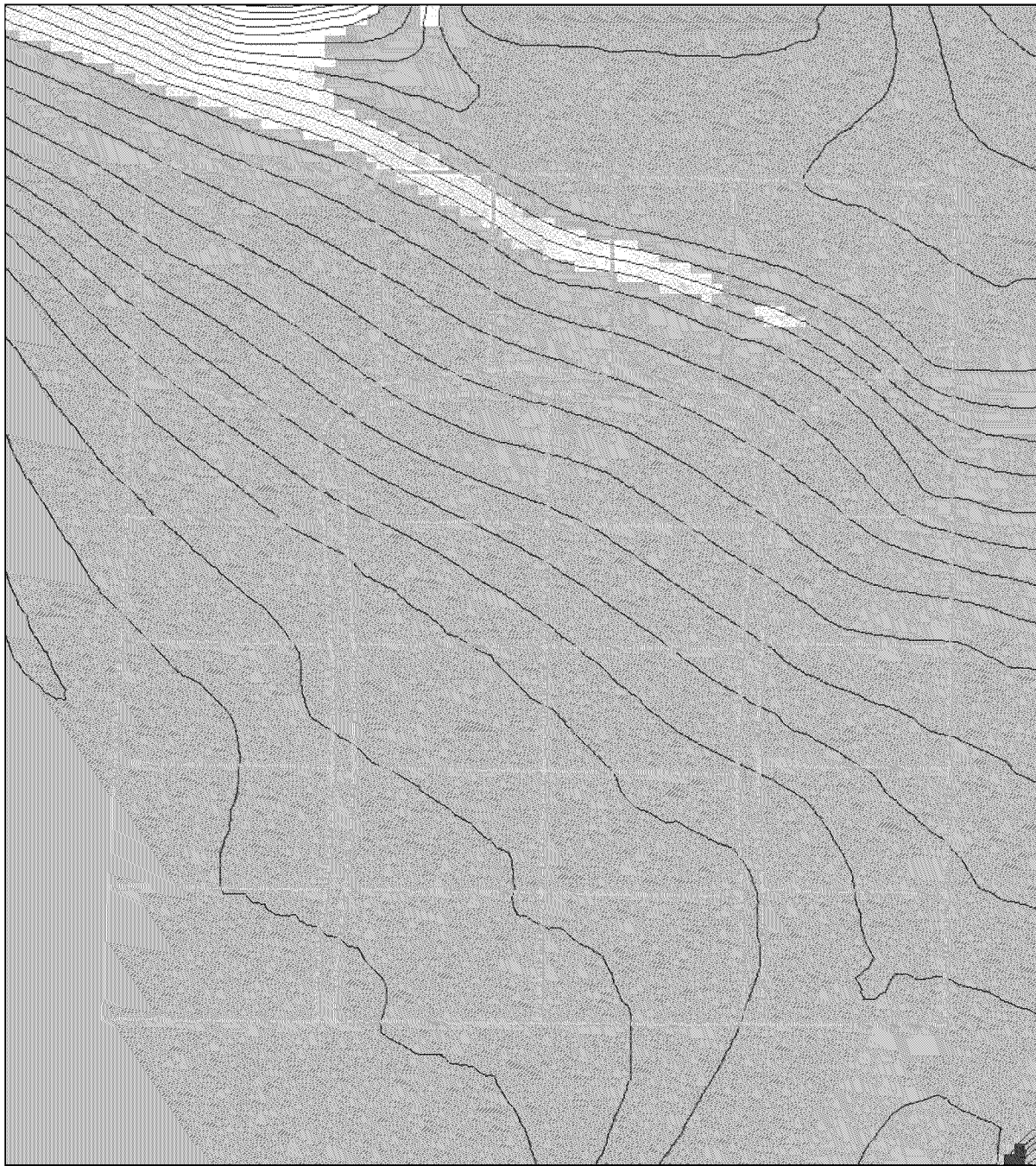
Currently, there are no plans to add emergency water sources to the subdivision so existing water sources will be used by responders during emergency situations. Therefore, there is no need for local firefighting entities to modify equipment or vehicles nor do they need to acquire any additional appurtenances for water extraction. However, if a water source is added to the subdivision in the future, then it will need to be determined if emergency responders will need equipment modifications or new appurtenances to utilize the new source.






# Appendix A – Aerial Map

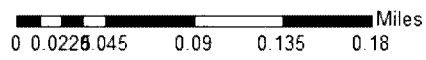


# Appendix B – Slope Map

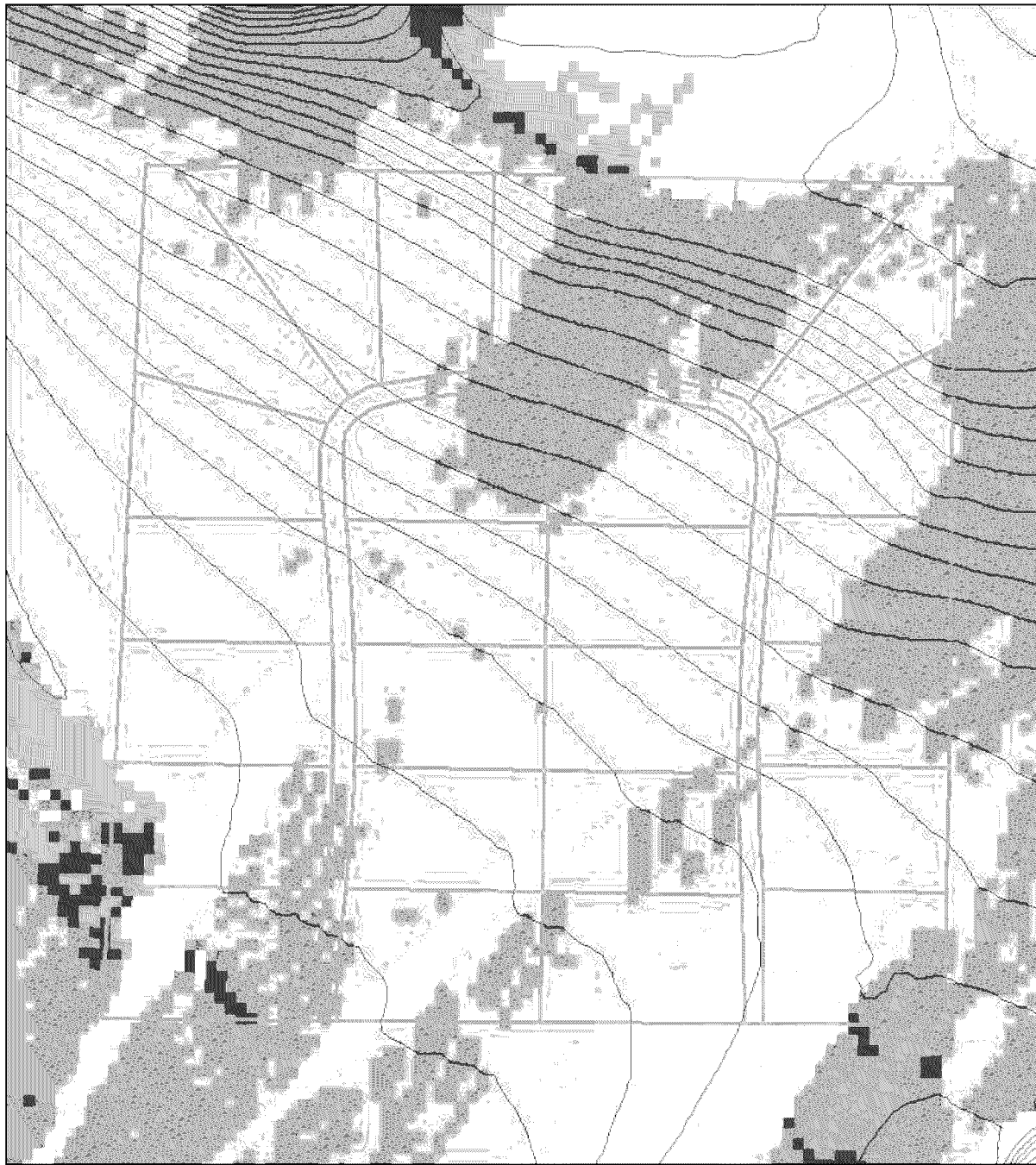


### Percent Slope











-  0 - 14
-  15 - 34
-  >35

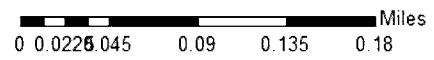


# Appendix C – Aspect Map



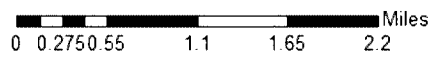
## Legend

 Flat	 South (157.5 - 202.5)
 North (0 - 22.5)	 Southwest (202.5 - 247.5)
 Northeast (22.5 - 67.5)	 West (247.5 - 292.5)
 East (67.5 - 112.5)	 Northwest (292.5 - 337.5)
 Southeast (112.5 - 157.5)	 North (337.5 - 359.9995)

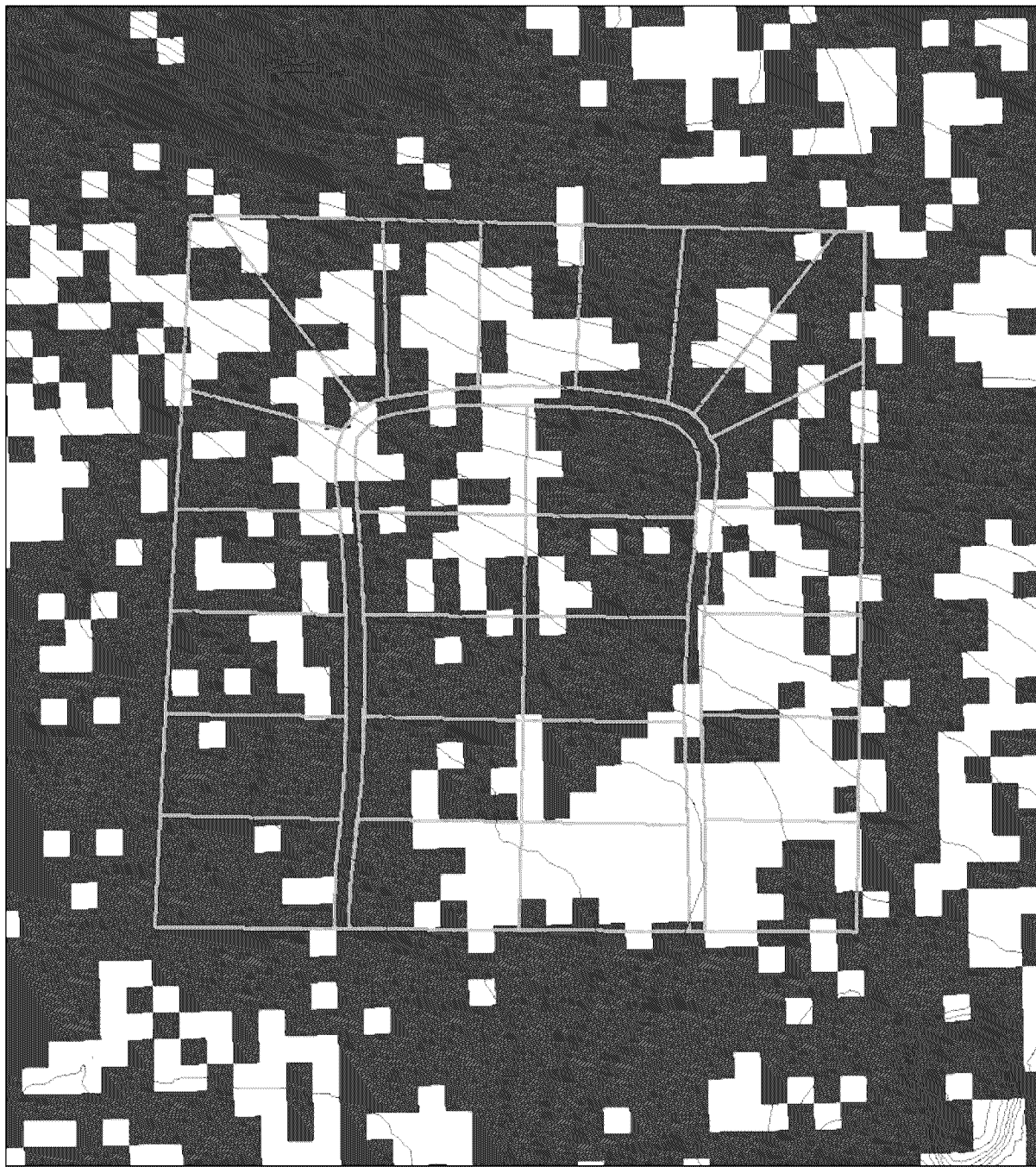




# Appendix D – Locator Map



# Appendix E – Fire Hazard Map



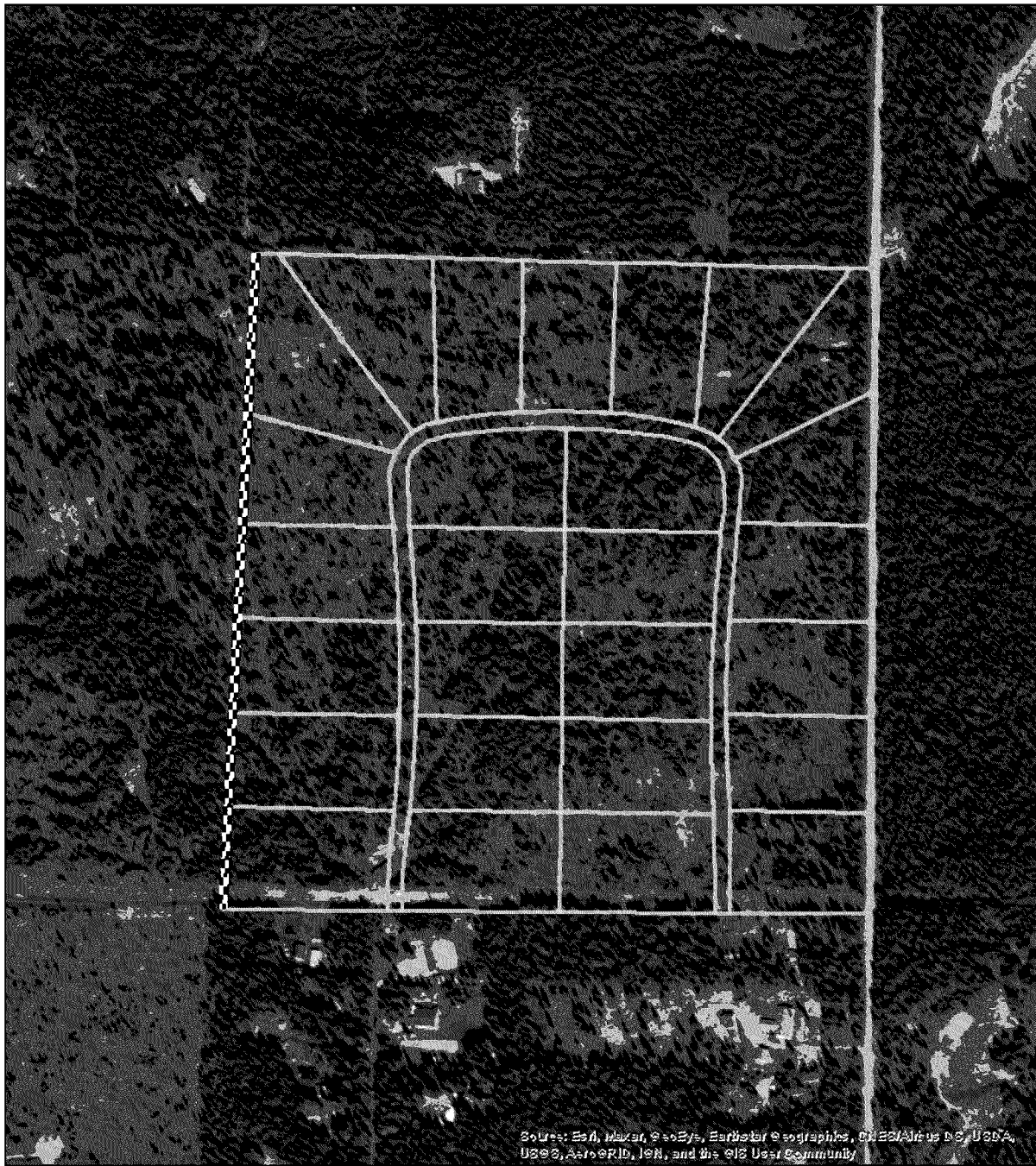
0 0.03250.065 0.13 0.195 0.26 Miles

### Fire Hazard

- Low
- Moderate
- High





# Appendix F – Fuel Breaks



Source: Esri, Maxar, GeoEye, AeroGRID, IGN, USGS, AeroGRID, IGN, and the GIS User Community

## Legend

-  Estates at Farragut Lots
-  Fuel Break

