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TWIN FALLS COUNTY
RECORDED FOR:
TITLEFACT, INC.
10:42:06 AM 03-10-2014
2014003879
NO. PAGES 2 FEE: \$13.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
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AMENDMENT TO DECLARATION
OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CANYON TRAILS SUBDIVISION NOS. 5 AND 10

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CANYON TRAILS SUBDIVISION NOS. 5 AND 10 is made on this 5th day of March, 2014, by **CANYON PROPERTIES, L.L.C.**, an Idaho limited liability company (hereinafter referred to as "Declarant").

RECITALS:

This Amendment is made in contemplation and furtherance of the following facts and purposes:

- A. Declarant previously recorded a Declaration ("Declaration") of Covenants, Conditions and Restrictions of Canyon Trails Subdivision Nos. 5 and 10 as Instrument No. 2011-010596, recorded in the records of Twin Falls County, Idaho, on June 3, 2011.
- B. Pursuant to Article IX, Section 4 of the Declaration, Declarant reserved unto itself the right to amend the Declaration, in its sole discretion, without approval of the Association or any Lot Owner, with regard to certain lots in Canyon Trails Subdivision No. 5, Block 13.
- C. Uncertainty has arisen regarding the applicability of the Declaration to the real property included in Canyon Trails Subdivision No. 5, Block 13, which the Declarant and the City of Twin Falls acknowledged and agreed could be developed as commercial property in the C-1 zoning district.

DECLARATION & AMENDMENT

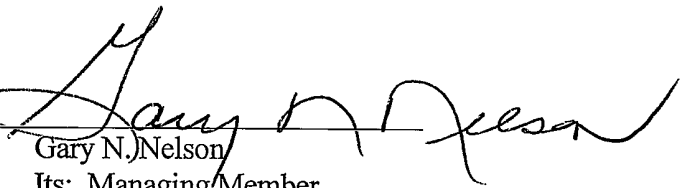
1. Declarant hereby declares and amends the above-referenced Declaration to reflect that Canyon Trails Subdivision No. 5, Lots 1 through 14, inclusive, all in Block 14, Lots 13 through 21, inclusive, all in Block 13, and Canyon Trails Subdivision No. 10, Lots 22 through 30, inclusive, all in Block 13, are not subject to the residential restrictions as set forth in the Declaration, and that all of such Lots are located within the C-1 zoning district of Twin Falls, and may be developed for commercial purposes as may be prescribed in the C-1 Planned Unit Development Agreement for Canyon Properties and recorded as Instrument No. 2003-021968 in the records of Twin Falls County, Idaho.

2. Except as expressly amended and restated herein, said Declaration shall remain in full force and effect as currently written, adopted or promulgated on June 3, 2011, and recorded in the official records of Twin Falls County, Idaho.

3. This Amendment shall take effect upon its being recorded in the official records of Twin Falls County, Idaho.

IN WITNESS WHEREOF, the Declarant has placed its hand and seal on the day and year first written above.

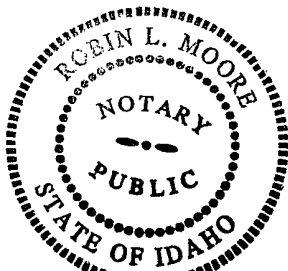
"DECLARANT"
CANYON PROPERTIES, L.L.C.

By: 
Gary N. Nelson
Its: Managing Member

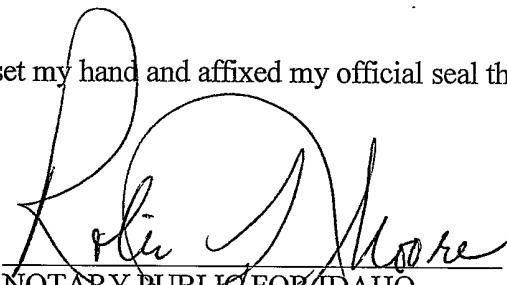
STATE OF IDAHO)
 ss.
County of Twin Falls)

On this 5th day of March, 2014, before me, a Notary Public for said County and State, personally appeared Gary N. Nelson, known or identified to me, to be one of the members in the limited liability company of Canyon Properties, L.L.C., and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



!r!m\realest\cor canyon trails_commercial.am


NOTARY PUBLIC FOR IDAHO
Residing at Jerome
My commission expires 12-28-18

SECOND ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT
AGREEMENT #229
CANYON PROPERTIES, P.U.D.

This Second Addendum Agreement is made and entered into as of the 13th day of FEBRUARY, 2023, by and between the CITY OF TWIN FALLS, a Municipal Corporation (hereinafter "City") and CANYON PROPERTIES LLC, An Idaho limited liability company (hereinafter "Developer"), whose address is P.O. Box 6004, Twin Falls, Idaho 83303.

RECITALS:

WHEREAS, the City and Developer entered into a C-1 Planned Unit Development Agreement for the development of Canyon Properties, P.U.D. dated March 26, 2003 (hereinafter "PUD Agreement");

WHEREAS, the City and Developer amended the PUD Agreement in an Addendum to C1 Planned Unit Development Agreement #229 (hereinafter "First Addendum") dated August 5, 2011;

WHEREAS, the PUD Agreement and First Addendum designate the areas to be developed within Canyon Properties, P.U.D., and the First Addendum allow a building height of 28 feet within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions;

WHEREAS, Canyon Properties LLC has requested a second addendum to the PUD Agreement that would amend the building height to 35 feet for those areas of Lot 28, Block 13 of Canyon Trails Subdivision No. 10 (hereinafter "Lot 28") that are within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions;

2/13/23 WHEREAS, the city, at a duly noticed meeting of its City Council held on 2/13/23 considered and approved the proposed Second Addendum to PUD Agreement to allow a building height 35 feet - measured from the highest point of the top of curb or future curb or adjacent to Lot 28 - for those areas of Lot 28 within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions, as described on the Canyon Properties PUD Master Development Plan, and subject to recordation of this Second Addendum to Canyon Properties PUD Agreement #229, as approved by the City Council, prior to development of this site.

WHEREAS, the parties hereto now desire to amend the PUD Agreement with this Second Addendum to C-1 Planned Unit Development Agreement #229, Canyon Properties, P.U.D. to change the building height for Lot 28 as described above;

SECOND ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT
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RECITALS:

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WHEREAS, the City and Developer amended the PUD Agreement in an Addendum to C1 Planned Unit Development Agreement #229 (hereinafter "First Addendum") dated August 5, 2011;

WHEREAS, the PUD Agreement and First Addendum designate the areas to be developed within Canyon Properties, P.U.D., and the First Addendum allow a building height of 28 feet within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions;

WHEREAS, Canyon Properties LLC has requested a second addendum to the PUD Agreement that would amend the building height to 35 feet for those areas of Lot 28, Block 13 of Canyon Trails Subdivision No. 10 (hereinafter "Lot 28") that are within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions;

2/13/23 WHEREAS, the city, at a duly noticed meeting of its City Council held on 2/13/23 considered and approved the proposed Second Addendum to PUD Agreement to allow a building height 35 feet - measured from the highest point of the top of curb or future curb or adjacent to Lot 28 - for those areas of Lot 28 within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions, as described on the Canyon Properties PUD Master Development Plan, and subject to recordation of this Second Addendum to Canyon Properties PUD Agreement #229, as approved by the City Council, prior to development of this site.

WHEREAS, the parties hereto now desire to amend the PUD Agreement with this Second Addendum to C-1 Planned Unit Development Agreement #229, Canyon Properties, P.U.D. to change the building height for Lot 28 as described above;

NOW, THEREOF, the parties hereto, agree to modify the PUD agreement as follows:

To allow for a building height of 35 feet measured from the highest point of the top of curb or future curb adjacent to Lot 28, Block 13 of Canyon Trails Subdivision No. 10 in the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions.

IN WITNESS WHEREOF, this Second Addendum to C-1 Planned Unit Development Agreement #229, Canyon Properties, P.U.D., has been executed on the day and year first above written.

City of Twin Falls,
A Municipal Corporation
Corporation

Canyon Properties LLC
an Idaho Limited Liability Company

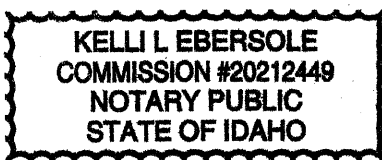
By: Ruth Pierce
Ruth Pierce, Mayor

By: Gary N. Nelson
Gary N. Nelson, Managing Member

STATE OF IDAHO)
)ss.
COUNTY OF TWIN FALLS)

On this 15th day of FEBRUARY, 2023, before me, a notary public for the State of Idaho, personally appeared GARY N. NELSON known to me to be the person named in the foregoing, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year in the certificate first above written.



Kelli Ebersole
Notary Signature

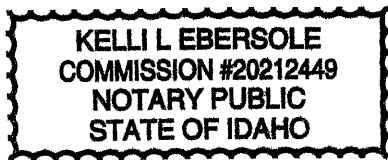
STATE OF IDAHO)

:ss.

COUNTY OF TWIN FALLS)

On this 27th day of FEBRUARY, 2023, before me, a notary public for the State of Idaho, personally appeared RUTH PIERCE, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal the day and year in the certificate first above written.




Notary Signature

ADDENDUM TO C-1 PLANNED UNIT DEVELOPMENT AGREEMENT #229**CANYON PROPERTIES, P.U.D.**

The Addendum Agreement is made and entered into as of the 5th day of August, 2011, by and between the **CITY OF TWIN FALLS**, a Municipal Corporation (hereinafter called "City") and **CANYON PROPERTIES LLC**, An Idaho limited liability company (hereinafter called "Developer"), whose address is 5422 North 400 East, Hagerman, Idaho, 83332.

RECITALS:

WHEREAS, the City and Developer entered into a C-1 Planned Unit Development Agreement for the development of Canyon Properties, P.U.D. dated March 26, 2003;

WHEREAS, the C-1 Planned Unit Development agreement specifies the areas to be developed within Canyon Properties, P.U.D.;

WHEREAS, Canyon Properties LLC, has requested a PUD agreement modification to allow for modifications within buffer zones for additional allowable building height, allowance of certain uses and extended hours of operation for those uses, and inclusion of off-premise signs;

WHEREAS, the city, at a meeting of its City Council held on June 6, 2011 considered and approved the proposed PUD agreement modification to allow for the modifications within buffer zones to allow for a maximum height of 28 feet – measured from the highest point of the top of curb or future curb or adjacent to the subject property, to allow for a Hospice office and a Transitional Care and Physical Rehabilitation Facility on Lots 24, 27 and 28, Block 13 Canyon Trails Subdivision No. 10 to allow unlimited hours of operation for the Hospice office and Transitional Care and Physical Rehabilitation Facility constructed on Lots 24, 27 and 28, Block 13, Canyon Trails Subdivision No. 10, and to allow up to eight (8) off premise signs as shown on the Amended Master Sign Plan, property located on the north side of 300-400 blocks of Pole Line Road West and within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions – west of Blake Street North, as described on the Canyon Properties PUD Master Development Plan, and subject to:

1. Subject to Master Development Plan amendments as required by Building, Fire, Engineering and Zoning Officials to compliance with all applicable City Code requirements and standards.
2. Subject to recordation of Canyon Properties PUD Agreement #229 amendment, as approved by the City Council, prior to development of this site.
3. Signage being permitted as per City Code and as shown in sign plan in the PUD, with the 500 foot sign separation applying to signs on Pole Line Road only.
4. Vacation of the PI easement between lots 27 & 28, block 13, Canyon Trails Subdivision #10 be approved, an ordinance adopted & recorded and dedication of a new location for the PI easement be approved by the City Council prior to development of the transitional care facility.

WHEREAS, the parties hereto now desire to amend the above referenced C-1 Planned Unit Development agreement to allow for the modifications within buffer zones for additional allowable building height, allowance of uses and extended hours of operation, and off premise signs at Canyon Properties, P.U.D.;

Addendum To C-1 Planned Unit Development Agreement
Canyon Properties, P.U.D. #229

TWIN FALLS COUNTY

RECORDED FOR:
TITLEFACT

10:04:18 am 08-29-2011
2011-016185

NO. PAGES: 3

FEE: \$16.00

KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BHUNTER

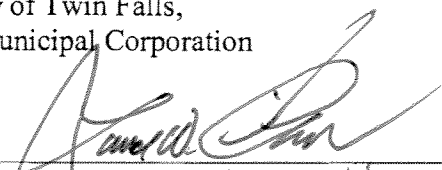
Confirmed Copy

NOW, THEREOF, the parties hereto, agree to modify the PUD agreement as follows:

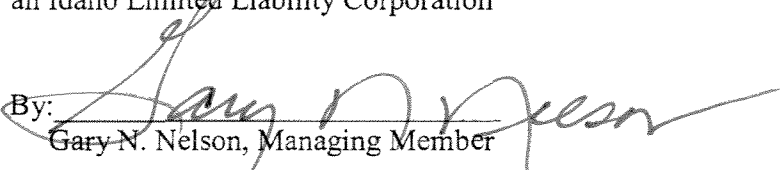
1. To allow for a building height of 28 feet measured from the highest point of the top of curb or future curb adjacent to the subject property within Canyon Trails Subdivision Number 10 in the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions.
2. To allow for a transitional care and physical rehabilitation facility within the 500' buffer zones from Los Lagos and Villa Del Rio Subdivisions.
3. To allow unlimited hours of operation for buildings constructed on Lots 24, 27, and 28, Block 13, Canyon Trails Subdivision No. 10.
4. To include multi-tenant signs providing no more than two (2) multi-tenant signs may be allowed on the west side of Park View Drive and no more than two (2) multi-tenant signs may be allowed on the east side of Park View Drive adjacent to Pole Line Road. In addition, two (2) multi-tenant signs may be placed on both the east and west side of the roadway adjacent to Park View Drive. Multi-tenant signs adjacent to Pole Line Road to have a minimum separation of 500' from another multi-tenant sign.

IN WITNESS WHEREOF, this Addendum Agreement has been executed on the day and year first above written.

City of Twin Falls,
a Municipal Corporation

By: 
Don Hall, Mayor *Acting Mayor*
LANCE CLAW

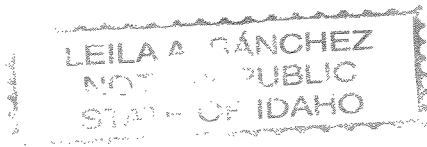
Canyon Properties LLC,
an Idaho Limited Liability Corporation

By: 
Gary N. Nelson, Managing Member

STATE OF IDAHO)
) ss.
 COUNTY OF TWIN FALLS)

On this 5th day of August, 20 11, before me, a Notary Public in and for said County and State, personally appeared Don Hall, Mayor of Twin Falls, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

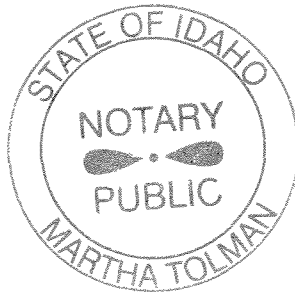
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Leila A. Sanchez
 NOTARY PUBLIC FOR IDAHO
 Residing at Twin Falls Idaho
 My commission expires: 5-18-2012

STATE OF IDAHO)
) ss.
 COUNTY OF TWIN FALLS)

On this 1st day of August, 20 11, before me, a Notary Public in and for said County and State, personally appeared Gary N. Nelson, to me personally known who, being by me duly sworn, did for himself say that he is the Managing Member for that certain company known as Canyon Properties LLC, an Idaho limited liability company, and that the within instrument was executed by him, for and on behalf of said limited liability company.



Martha Tolman
 Notary Public
 My commission expires: 10/17/12
 Residing in Twin Falls

Amended
Exhibit 08-05-11

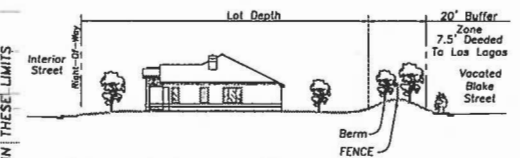
0 100 200 400
SCALE IN FEET

CANYON PROPERTIES SUBD. A Planned Unit Development Amended Master Development Plan

NOTES

1. COMMERCIAL AREAS ARE CONCEPTUAL ONLY. FINAL LOCATION LAYOUTS SHALL CONFORM TO THE CITY OF TWIN FALLS ZONING AND SUBDIVISION REGULATIONS PER INDIVIDUAL BUILDING PERMIT SUBMITTAL.
2. ALL BUILDING PADS ARE CONCEPTUAL AND WILL BE SUBMITTED FOR FINAL APPROVAL WITH APPLICATIONS FOR BUILDING PERMIT.

PROPERTY DEEDED TO LOS LAGOS
PROPERTY OWNERS' ASSOC. FOR
LANDSCAPED BUFFER, LANDSCAPING
TO BE INSTALLED AND MAINTAINED
BY LOS LAGOS PROP. OWNERS' ASSOC.



TYPICAL BUFFER DETAIL ADJACENT TO LOS LAGOS BLVD.

ALL COMMERCIAL OR PROFESSIONAL BUILDINGS WITHIN 500 FEET SHALL BE LIMITED TO A HEIGHT OF 28 FEET MEASURED ABOVE THE HIGHEST POINT OF THE TOP OF CURB OR FUTURE CURB ADJACENT TO THE SUBJECT PROPERTY. COMMERCIAL BUILDINGS WITHIN THE 500 FOOT BUFFER ZONE SHALL BE LIMITED TO THE OPERATING HOURS OF 8 A.M. TO 8 P.M. EXCLUDING LOTS 24, 27, & 28, BLOCK 13 OF CANYON TRAILS SUBDIVISION NUMBER 10.

PREPARED BY:

EHM Engineers, Inc.
ENGINEERS/SURVEYORS/PLANNERS
621 NORTH COLLEGE ROAD, SUITE 100, TWIN FALLS, IDAHO 83301
PHONE: (208) 734-4888 FAX: (208) 734-6049

Amended Exhibit 'B'

CANYON PROPERTIES COMMERCIAL

A Planned Unit Development

Master Sign Plan

Sign Key:

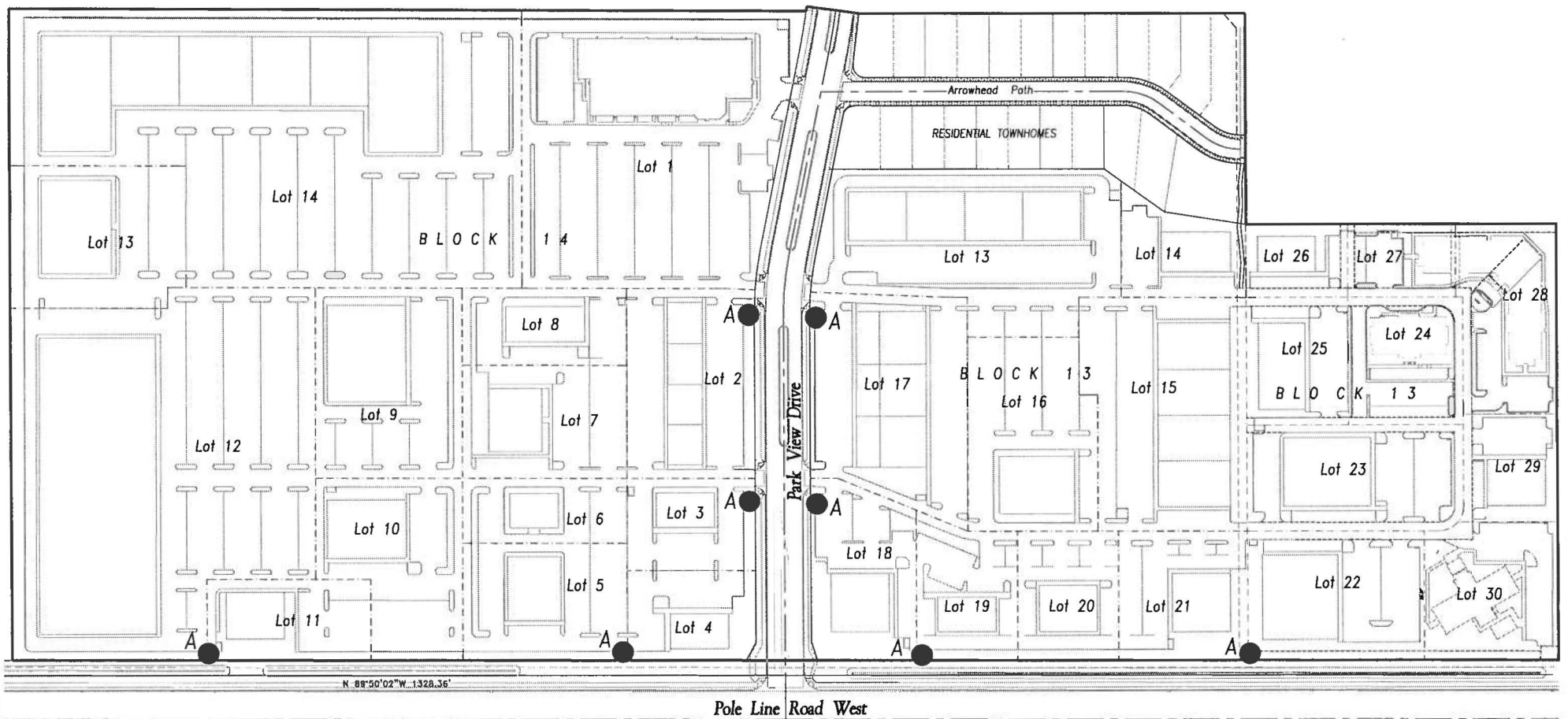
- A ● OFF PREMISE MULTI-USER SIGN
(MIN. 500' SPACING APART)

ALL LOTS SHALL BE ALLOWED ADDITIONAL
SIGNAGE (MONUMENT, FREE-STANDING, ETC.)
PER CITY SIGN REGULATIONS.

SIGN LOCATIONS SHOWN ARE PRELIMINARY. FINAL
LOCATIONS WILL BE DETERMINED PER INDIVIDUAL
SITE PLANS.



n.t.s.



Twin Falls County, Idaho

Recorded for:
TWIN FALLS, CITY OF

12:45pm

Aug. 22, 2003

C-1 PLANNED UNIT DEVELOPMENT AGREEMENT

2003 - 021968

No. of Pages: 15 Fee: \$45.00
KRISTINA GLASCOCK
County Clerk
DeputyCANYON PROPERTIES, P.U.D.

THIS AGREEMENT made and entered into this 26th day of March, 2003, by and between the **CITY OF TWIN FALLS**, a municipal corporation, State of Idaho (hereinafter called "City"), and **CANYON PROPERTIES, L.L.C.**, an Idaho limited liability company (hereinafter called "Developer"), whose address is 5422 North 400 East, Hagerman, Idaho, 83332.

RECITALS:

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described in Exhibit "A" attached hereto (the "Property"), which Property is North of Pole Line Road and West of Blake Street, Extended to the North, known as Canyon Properties, PUD; and

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made request of the City to develop a mixed use subdivision (the "Project") on the Property and has submitted to the City a Master Plan (Exhibit "B") thereof which has been approved for development as a "C-1 PUD" by the Planning and Zoning Commission and City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho area of impact, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the "C-1 PUD" zone with respect to the Project upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained therein.

2. NATURE OF THE DEVELOPMENT. It is agreed by the parties hereto that certain language and requirements pertaining to the "Project" zone shall be interpreted as follows:

A. Uses. (See attached map of the Project, Exhibit "B").

1. Commercial: Development shall meet the requirements of the C-1 Zone for all uses and property development standards, except as provided herein:

(a) The following uses shall not be permitted anywhere within the PUD:

- i. Amusement Parks
- ii. Animal Hospital – Large Animal
- iii. Bulk Fuel Sales
- iv. Cemeteries
- v. Fairgrounds
- vi. Go Cart Tracks
- vii. Jails, Detention Centers, Or Work Release Centers
- viii. Judicial Facilities
- ix. Outdoor Theaters
- x. Residence Halls, Residence Hotels, Rooming Houses
- xi. RV And Camping Parks
- xii. Shelter Homes And/Or Facilities
- xiii. Stand Alone Drug And Alcohol Treatment And/Or Rehabilitation Centers
- xiv. Tattoo Parlors
- xv. Zoos

(b) The following uses shall not be permitted East of the Roadway Designated as North Pointe Drive:

- i. Bus Facilities Including Pick Up Shelters
- ii. Car Dealerships
- iii. Fire Stations And Police Stations
- iv. Freight Transfer And Trucking Facilities
- v. Golf Courses Or Golf Driving Ranges
- vi. Hospitals
- vii. Large Implement And Heavy Equipment Sales And/Or Rentals
- viii. Manufactured/Mobile Home Sales/Rentals
- ix. Miniature Golf Courses
- x. Motels
- xi. Open Parking Lot Or Garage For Trucks, Trucking Facilities And Buses Larger Than 5,000 Square Feet
- xii. Outdoor Public And Commercial Swimming Pools And/Or Tennis Courts
- xiii. Packing And Crating Facilities Larger Than 5,000 Square Feet
- xiv. Public And Commercial Ice And Roller Skating Facilities
- xv. Schools And Churches
- xvi. Sports Arenas
- xvii. Taxi Cab Facilities

2. Limited Commercial: Development shall meet the requirements of the C-1 Zone for all uses and property development standards, except as provided herein:

- (a) The same provisions stated in items (a) and (b) above shall apply to Limited Commercial.
- (b) Buildings within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North shall be limited to single story construction not to exceed 24' in height.
- (c) No use requiring a Special use Permit shall be permitted within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North.

3. Multi-Family/Professional: Development shall meet the requirements of the R-6 PRO Zone for all uses and property development standards, except as provided herein:

- (a) Buildings within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North shall be limited to single story construction not to exceed 24' in height.
- (b) No use requiring a Special Use Permit shall be permitted within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North.

4. Residential - A: Development shall meet the requirements of the R-2 Zone for all uses and property development standards, except as provided herein:

- (a) No use requiring a Special Use Permit shall be permitted within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North.

5. Residential - B: Development shall meet the requirements of the R-4 Zone for all uses and property development standards,

6. Limited Residential: Development shall meet the requirements of the R-2 zone for all uses and property development standards, except as provided herein:

- (a) Structures within this area shall be limited to single family, single story construction and lot sizes shall be no less than 8,000 sq. feet. This restriction applies to all residential uses within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North.

- (b) No use requiring a Special Use Permit shall be permitted within five hundred (500) feet of the centerline of Los Lagos Dr. f.k.a. Blake Street North.

- B. Phasing of Development. Developer shall be permitted to develop the Property in phases, so long as those phases are in compliance with the Master Plan, this PUD Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a three (3) year maximum time limit between phases.

3. STREET, SEWER, WATER AND DRAINAGE IMPROVEMENTS. Developer shall be responsible for the design and construction of street, sewer, water, pressurized irrigation and drainage systems on the Property (hereinafter "Improvements") as described herein in accordance with City Standards. The Developer shall transfer a warranty deed for the eastern ten (10) feet of property contained within the twenty (20) foot buffer area, as shown on the zoning exhibit, to the Los Lagos and/or Villa Del Rio Property Owners' Association, or such other grantee as acceptable to the City. Upon delivery of the warranty deed by the Developer, the Los Lagos and/or Villa Del Rio Property Owners' Association, or the receiving grantee, shall become responsible for landscaping, planting, water and maintenance of the eastern ten (10) foot portion of the twenty (20) foot buffer zone as set forth in separate agreements between Developer and Los Lagos and Developer and Villa Del Rio, respectively. The western ten (10) foot portion of said twenty (20) foot buffer zone shall be initially maintained by the developer, and then such responsibility shall pass to subsequent owners upon the sale of individual parcels adjacent to the buffer zone.

- A. Improvement Plans. Developer shall, as to each phase of its development, file or cause to be filed with the City a complete set of plans for that development phase, showing all Improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform to established City requirements, the Master Plan and this PUD Agreement.
- B. Improvement Design and Construction. Developer, at its expense, shall cause all Improvements shown on the Improvement Plans to be designed, constructed and installed consistent with the approved Improvement Plans except as otherwise provided therein. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City participation in the cost or financing of improvements on the Property if mutually agreed to by the parties hereto.

1. Developer agrees to extend the gravity sewer system to the original property line (prior to the vacating of Blake St.) of the development adjacent to the

existing wastewater lift station currently serving the Villa Del Rio Subdivision and the Los Lagos Development. The gravity sewer extension shall be at a depth and alignment to allow connection to the inlet of the existing wastewater lift station. The actual connection and abandonment of the lift station shall not be the responsibility of the developer. A connection fee pursuant to Resolution No. 1651 shall be charged at the time of the connection.

- C. Phased Construction. Developer may install the Improvements at one time, or in phases, as the Developer shall determine in its sole discretion. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make such modifications to construct any temporary facilities necessitated by such phased construction work as shall be reasonably required and approved by the City.
- D. Construction Supervision. Developer shall use a registered professional engineer to supervise the construction, inspection and testing of the work as necessary, to ensure that all such Improvements are constructed in accordance with the approved Improvement Plans.
- E. Non-Compliance. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of its receipt of notice or, in the case of non-compliance that will take in excess of thirty (30) days to cure, Developer shall commence to cure within thirty (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as all requirements specified in this Section 3 have been complied with; provided, however, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy would be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and certificates of occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.
- F. Fees. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant to the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.

- G. Maintenance of Improvements. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City Standards in accordance with current City policy.

4. PLATS. Canyon Properties, L.L.C. agrees to file with City a preliminary plat, or plats in phases, prepared by a registered professional engineer, of the Property which is the subject of this Agreement. Preliminary and final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-way the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

5. INDIVIDUAL PARCEL DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5.

- A. Approval and Construction. All Improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld, it being understood by the Developer that the City does not guarantee availability of sewer, water and other services.
- B. Landscaping. Perimeter landscaping along interior streets in commercial and professional areas shall be required to be installed on each parcel of the Property and in the public rights-of-way adjacent thereto at the time site and building Improvements are completed thereon, or by the next planting season. Such landscaped perimeter shall be installed and extend to a depth of 20' from the back of the curb in the public rights-of-way.

Landscaping shall be provided on the north side of all Commercial or Professional buildings that are adjacent to Multifamily, Limited Residential, Residential-A or Residential-B areas.

Each property owner shall maintain the landscaping and vegetation on his property and in the public rights-of-way adjacent thereto. Notwithstanding the foregoing, alternately, in the event Developer chooses to designate certain landscaped areas and other areas as "common area" or "parkland", the Developer may choose to form an association of those property owners for the maintenance of said areas. The Developer may also choose to dedicate these areas to the City, by City approval, to be incorporated with facilities for the requirements of storm water retention, utility and irrigation purposes.

Each property owner shall be required to utilize the Development's pressurized irrigation system or future systems as required by the City for their landscaped area.

- C. Landscaping Plan. For each buffer area, at the time set forth in paragraph 5(B), each parcel shall be landscaped to include the following: Fifty percent (50%) of the lineal footage of landscaping shall have berms with a ridge elevation of at least eighteen inches (18") in height with at least fifty percent (50%) of the berming having a minimum ridge elevation of thirty inches (30") in height (except in front of car dealerships the thirty inch (30") requirement may be lowered to twenty four inches (24")). The landscape perimeter shall contain a minimum of one (1) tree per five hundred (500) square feet of landscaped area and a minimum of one (1) shrub per one hundred (100) square feet of landscaped area. At least fifty percent (50%) of the shrubs and trees shall be evergreen. At least fifty percent (50%) of all trees and shrubs shall be from the groups last approved by the Tree Commission. Trees and shrubs may be grouped, but there shall be no space greater than seventy five (75) feet between tree and shrub groupings. All trees shall have a height of at least four (4) feet when planted.

To help mitigate the negative impact of parking areas in addition to the perimeter landscaping seven percent (7%) of the parking area shall be required to be landscaped within the commercial and professional areas of the development. The use of planters and landscaped islands within parking lots is required to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. Landscaping shall be required where commercial and professional uses are adjacent to residential uses. A ten (10) foot buffer is required to provide sound and visual buffering. The buffer area is to be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, wall and/or planter boxes to create a dense buffer in a relatively short period of time. In all cases landscaping will meet or exceed the minimum landscaping requirements of the City of Twin Falls Zoning and Subdivision Regulations.

Landscaping adjacent to Pole Line Road shall comply with Gateway Arterial Landscaping standards.

- D. Trails/Walkways. In addition to the connection to existing City of Twin Falls Trail System, Developer agrees to construct two (2) interior trails connecting the commercial and residential portions of Developer's Property. The proposed trails are illustrated on Exhibit "B". The interior trails shall be constructed and maintained by the developer or his successors or assigns. Signage and steel barrier posts shall restrict usage to pedestrians and non-motorized vehicles only. The connection from Blake Street to an interior trail shall be for pedestrians only.

Unobstructed and defined walkways, consisting of pavers, bricks, colored and/or scored concrete, colored stamped asphalt, or other similar materials shall be used for all crossings of North Pointe Drive and connecting all commercial buildings larger than 50,000 square feet to adjacent street sidewalks.

E. Building Standards. Buildings and Improvements shall comply with the following standards.

1. Design Standards. Commercial, Limited Commercial or Professional Office Buildings shall have pitched roofs or mansard roofs to preclude visibility of the roof surfaces of "flat" roofs. Roofs shall have vertical variations, cornices or other accents to reduce the box like appearance. Building faces shall be broken up with windows, recesses, awnings or other architectural features that break up large flat surfaces.

Commercial buildings shall be low reflective, neutral or earth tones. Neon accent lighting shall be oriented as to not be visible from Limited Residential, Residential-A and Residential-B areas.

2. Outside Storage/Loading Docks: Loading docks, trash containers, outdoor storage and such facilities shall be visibly screened from roadways, residential areas and adjacent properties. Screening may consist of landscaping, masonry walls or vision barrier fencing. Screening shall be approved by the Developer and city P&Z Department or its assigns.

3. Utilities: All on-site utility service lines located within a parcel shall be placed underground. Any transformer or terminal equipment provided within or immediately adjacent to the parcel shall be visibly screened from the view from streets, with screening material such as landscaping or other approved material. Relocation and undergrounding of electrical lines does not apply to transmission lines currently located on the south boundary of the property.

F. Codes. All construction on the Property shall be to the standards established by applicable codes.

6. ILLUMINATION/SOUND SUPPRESSION.

A. Illumination. Illumination shall be installed to minimize the effect, harshness and glare of exterior lighting on adjacent properties.

B. Sound Suppression. The use of an outdoor sound, paging, music or public address system, whether permanent or temporary, shall not be permitted. Organizations of public safety such as fire or police stations and public schools shall be excluded from this restriction.

7. WIDENING OF POLE LINE ROAD. In the event the Idaho Transportation Department (ITD) proceeds with the construction of Pole Line Road or the acquisition of right-of-way for

said construction, the Developer shall be entitled to sell the required right-of-way to ITD in accordance with ITD procedures for acquisition of right-of-way at pre-rezoned value. This Agreement does not require dedication of any right-of-way prior to recordation of the final plat for any phase of the project abutting Pole Line Road. In the event the ITD project is not developed along Pole Line Road, then the Developer agrees to comply with the construction standards and dedication of right-of-way as set forth in the City of Twin Falls Standard Development Agreement. Access to Pole Line Road is limited to the area shown as North Pointe Drive as depicted in Exhibit "B". The Developer agrees to share in the cost, at the rate of one-fourth (1/4) of the cost, of the initial installation of a traffic signal at the intersection of North Pointe Drive and Pole Line Road with the understanding that that cost shall only include reasonable signal and signal related appurtenances, not including any road construction, associated with adequate access to the development addressed in this Agreement. This Agreement does not include any costs related to a system which would be required due to roadway construction, wider than five lanes of traffic or any other travel way modifications.

8. TIME LIMITATION. The "C-1 PUD" zone designation on the Property described in Exhibit "A" is expressly conditioned upon submission to the City Council of a final development plan of the first phase of development within one (1) year from the date hereof. The Developer may apply for one or more one-year extensions provided application is made in advance of the one year expiration date. Approval shall not unreasonably be withheld.

9. STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement.

10. GENERAL PROVISIONS.

- A. Cooperation. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
- B. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modification to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.
- C. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- D. Notices. If notices from one party to the other are desired or required hereunder, such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". On the date of this Agreement, the addresses of the parties are as follows:

Developer: Canyon Properties, L.L.C.
5422 North 400 East
Hagerman, ID 83332

City: City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

- E. Successors and Assigns. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.
- F. Severability. In the event any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereby.
- G. Signatories. Each of the persons executing this Agreement hereby represents and warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against, such entity.
- H. Effective Date. This Agreement shall become valid and binding only upon its approval by City, through its City Council, and upon its execution by the Mayor and the Developer.
- I. Attorney Fees. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party which prevails in such litigation shall be entitled to a reasonable attorney's fee.
- J. Construction. Should any provision of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
- K. Attachments. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.

- L. Captions. The captions, section and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this Agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

"CITY"
CITY OF TWIN FALLS

By: [Signature]
Mayor

ATTEST:

Jody Hall, Deputy
City Clerk

"DEVELOPER"

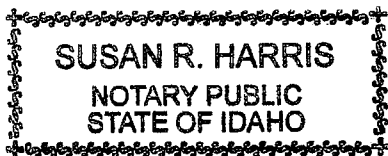
CANYON PROPERTIES, L.L.C.

By: [Signature]
Member

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 26th day of March, 2003, before me, a Notary Public for said County and State, personally appeared Lance W Clow and Jody Hall, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed the said instrument, and acknowledged to me that such City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

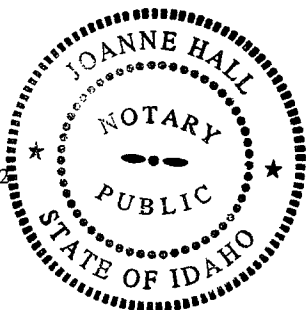


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at 819-06 Twin Falls
My commission expires 5

STATE OF IDAHO)
 County of Idaho)
 SS.

On this 26 day of March 2003, before me, a Notary Public for said County and State, personally appeared Gary N. Nelson, known or identified to me, to be one of the members in the limited liability company of CANYON PROPERTIES, L.L.C., and the member or one of the members who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Joanne Hall
 NOTARY PUBLIC FOR IDAHO
 Residing at Summit Falls
 My commission expires 10-26-2006

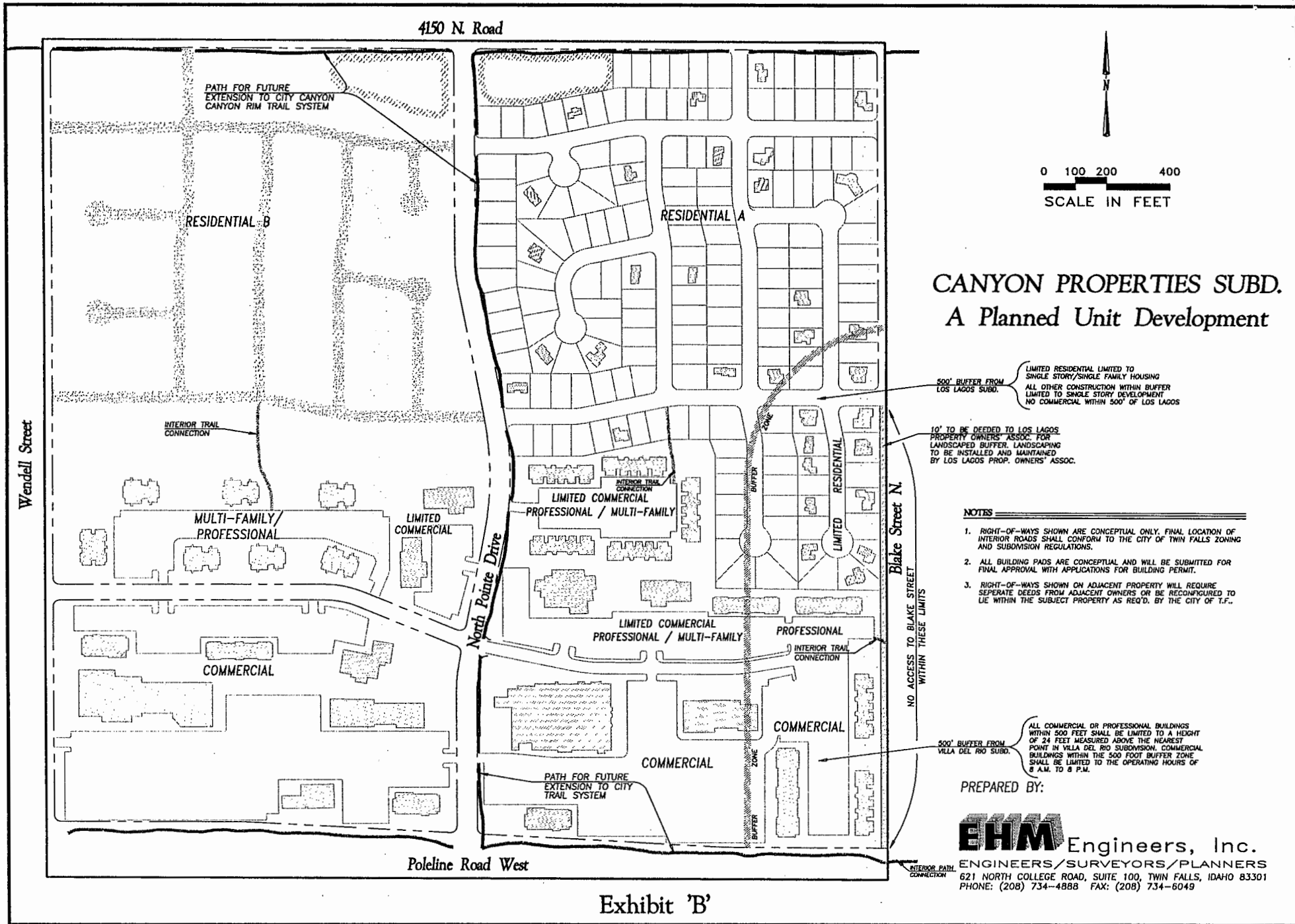
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CANYON PROPERTIES, P.U.D.
ZONE CHANGE REQUEST

LEGAL DESCRIPTION
for

Proposed C-1

Located in E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 32, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho.



CANYON PROPERTIES SUBD. A Planned Unit Development

500' BUFFER FROM LOS LAGOS SUBD.
LIMITED RESIDENTIAL LIMITED TO SINGLE STORY/SINGLE FAMILY HOUSING
ALL OTHER CONSTRUCTION WITHIN BUFFER LIMITED TO SINGLE STORY DEVELOPMENT
NO COMMERCIAL WITHIN 500' OF LOS LAGOS

10' TO BE DEED TO LOS LAGOS PROPERTY OWNERS' ASSOC. FOR LANDSCAPED BUFFER. LANDSCAPING TO BE INSTALLED AND MAINTAINED BY LOS LAGOS PROP. OWNERS' ASSOC.

NOTES

1. RIGHT-OF-WAYS SHOWN ARE CONCEPTUAL ONLY. FINAL LOCATION OF INTERIOR ROADS SHALL CONFORM TO THE CITY OF TWIN FALLS ZONING AND SUBDIVISION REGULATIONS.
2. ALL BUILDING PADS ARE CONCEPTUAL AND WILL BE SUBMITTED FOR FINAL APPROVAL WITH APPLICATIONS FOR BUILDING PERMIT.
3. RIGHT-OF-WAYS SHOWN ON ADJACENT PROPERTY WILL REQUIRE SEPARATE DEEDS FROM ADJACENT OWNERS OR BE RECONFIGURED TO LIE WITHIN THE SUBJECT PROPERTY AS REQ'D. BY THE CITY OF T.F..

500' BUFFER FROM VILLA DEL RIO SUBD.
ALL COMMERCIAL OR PROFESSIONAL BUILDINGS WITHIN 500 FEET SHALL BE LIMITED TO A HEIGHT OF 24 FEET MEASURED ABOVE THE NEAREST POINT IN VILLA DEL RIO SUBDIVISION. COMMERCIAL BUILDINGS WITHIN THE 500 FOOT BUFFER ZONE SHALL BE LIMITED TO THE OPERATING HOURS OF 8 A.M. TO 8 P.M.

PREPARED BY:

EHM Engineers, Inc.
ENGINEERS/SURVEYORS/PLANNERS
621 NORTH COLLEGE ROAD, SUITE 100, TWIN FALLS, IDAHO 83301
PHONE: (208) 734-4888 FAX: (208) 734-6049

Exhibit 'B'

PUD 229

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
CANYON TRAILS SUBDIVISION NOS. 5 AND 10**

THIS DECLARATION made on the date hereinafter set forth, by **CANYON PROPERTIES, L.L.C.**, an Idaho corporation, hereinafter referred to as "Declarant".

RECITALS:

This Declaration is made in contemplation and furtherance of the following facts and purposes:

- A. Declarant is the owner of certain real property situated in Twin Falls County, State of Idaho, more particularly described as the Canyon Trails Subdivision No. 5, according to the official plat thereof recorded as Instrument No. 2006-023744, and Canyon Trails Subdivision No. 10, according to the official plat thereof recorded as Instrument No. 2008-006209, all within the records of Twin Falls County, Idaho (collectively "Subdivision").
- B. The Subdivision, and all improvements and structures to be erected and maintained thereon, are governed by the Canyon Trails Subdivision PUD Agreement, and applicable zoning, subdivision and land use ordinances of the City of Twin Falls.
- C. Vehicular access, utility corridors and drainage easements within the Subdivision have been or may be created by platted easement, this Declaration, or subsequent agreement for the benefit of all or certain of the lots situated therein.
- D. Declarant intends herein to set forth the establishment of an incorporated association of property owners within the Subdivision for the purpose of controlling, managing, maintaining and repairing drainages, utilities, landscaping, and any related improvements constructed within said platted easements.
- E. It is the intent of the Declarant to herein set forth certain design criteria for all buildings and improvements proposed within the Subdivision, and to provide for the creation of a Architectural Review Committee to review the plans and specifications of all proposed buildings and improvements to determine their compliance with applicable design standards.
- F. It is the intent of the Declarant to develop the Subdivision, and to impose and extend to all lots (except as herein provided in Recital "H" and Article I, Section 7 hereof pertaining to certain residential lots), and common areas situated therein, and to the owners thereof, the obligations and benefits of this Declaration of Covenants, Conditions and Restrictions.
- G. It is the further intent of the Declarant to assure the development of a quality professional and commercial development within the Subdivision, in harmony with the surrounding environment, and to secure said objectives through the Covenants, Conditions and Restrictions hereinafter set forth.

- H. It is the further intent of the Declarant to specifically exclude from this Declaration certain lots to be residentially developed in Canyon Trails Subdivision No. 5, Block 13, and more particularly described as lots 7 through 12, inclusive, and lots 18 through 23, inclusive, and to subject those residential lots to a different set of restrictive covenants.

DECLARATION:

Declarant hereby declares that Canyon Trails Subdivision No. 10 and Canyon Trails Subdivision No. 5 (except for lots 7 through 12, inclusive, and lots 18 through 23, inclusive, of Block 13), and all real property, lots, buildings, improvements, roads, easements, exterior lighting and landscaping situated, constructed or installed therein shall be developed, held, conveyed, encumbered, leased, maintained and used subject to the following covenants, conditions, restrictions and equitable servitudes hereinafter set forth or provided for, all of which are for the purpose of enhancing and protecting the value, desirability, accessibility and attractiveness of the Subdivision, and which shall run with said real property and be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases, when used herein, shall have the following meanings:

Section 1. "ARCHITECTURAL REVIEW COMMITTEE" (hereinafter "ARC") shall mean the committee created pursuant to Article VIII hereof.

Section 2. "ARTICLES" shall mean the Articles of Incorporation of Canyon Trails Subdivision Nos. 5 and 10 Owners Association, Inc.

Section 3. "ASSESSMENTS" shall mean assessments described in Article VII.

Section 4. "ASSOCIATION" shall mean and refer to Canyon Trails Subdivision Nos. 5 and 10 Owners Association, Inc., a non-profit corporation organized under the laws of the state of Idaho, its successors and assigns.

Section 5. "BOARD" or "BOARD OF DIRECTORS" shall mean and refer to the Board of Directors of the Association.

Section 6. "COMMON AREA" shall mean and refer to those certain access, landscape, irrigation, utility and drainage easements shown and denominated on the official plat of Canyon Trails Subdivision Nos. 5 and 10, or reserved herein, and any other real property or real property interests that may in the future be acquired by the Association.

Section 7. "LOT" shall mean and refer to any individual lot as depicted in Canyon Trails Subdivision No. 5 (except for lots 7 through 12, inclusive, and lots 18 through 23, inclusive, of Block 13), and Canyon Trails Subdivision No. 10, according to the respective official plats of said Subdivision, together with any other or additional lots hereafter created by the re-subdivision or re-

platting of any existing Lot. The term "Lot" shall not include the above-described residential lots which are specifically excluded from this Declaration.

Section 8. "MEMBER" shall mean a member of the Association, who shall be an Owner and shall qualify for membership in the Association in the manner hereinafter set forth.

Section 9. "OWNER" shall mean and refer to the record Owner of any Lot within Canyon Trails Subdivision No. 5 (except as modified in Section 7 hereinabove) and Canyon Trails Subdivision No. 10 as described more particularly on the official plat thereof recorded in the records of Twin Falls County, Idaho.

Section 10. "PLANNED UNIT DEVELOPMENT AGREEMENT" or "PUD AGREEMENT" shall mean and refer to the Planned Unit Development Agreement for Canyon Trails Subdivision, and all duly adopted amendments thereto.

ARTICLE II GENERAL PROVISIONS

Section 1. Enforcement. The Association, and any Owner shall have the right to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed pursuant to the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or any Owner shall be required to secure legal services or advice to enforce, or defend against an alleged violation of, any covenant, condition or restriction now or hereafter imposed pursuant to the provisions of this Declaration, whether or not litigation ensues, the prevailing party with respect to such enforcement or defense shall be entitled to recover reasonable attorney fees and costs.

Section 2. Severability. Invalidity of any one of the covenants, conditions or restrictions herein set forth, by court order or judgment, shall in no way affect the validity or effectiveness of any other provisions contained herein.

Section 3. Owner's Acknowledgement. By accepting a deed to any Lot within the Canyon Trails Subdivision Nos. 5 and 10, the Owner thereof acknowledges that no water rights or water shares have been conveyed with such Lot.

ARTICLE III LOT USES

Section 1. Applicable Zoning. No building, structure, improvement or use shall be constructed, installed or maintained on any Lot in violation of the respective official plats of the Subdivision and any amendments thereto; the Canyon Trails Subdivision PUD Agreement; the applicable provisions of any ordinance, building code or regulation of the City of Twin Falls, Idaho; and the provisions of this Declaration.

Section 2. Commercial or Professional Purposes. The use of all Lots as defined herein shall be restricted to those uses identified in the Planned Unit Development Agreement. No industrial

uses shall occur on any Lot and no structures of a temporary character, travel trailers, storage buildings, garages, or other similar improvements be placed on any Lot, except as may be necessary, on a temporary basis, in connection with the construction of permanent buildings or improvements on a Lot.

ARTICLE IV BUILDING AND USE RESTRICTIONS

Section 1. Exterior Changes and Alterations. No changes or alterations to the exterior of any building or other improvement on any Lot may be made or undertaken without the prior approval of the Architectural Review Committee; provided, however, that this provision shall not preclude the repainting of the exterior of any building, nor the replacement or repair of any broken or damaged exterior windows, siding, trim, sidewalks, driveways, fences, or exposed structural members or foundations, if the same does not alter the size of the building or the configuration or architectural features of its exterior, including the size and shape of windows, or the pitch or configuration of the roof lines.

Section 2. Service Facilities. All garbage cans, maintenance tools and similar items shall be screened or enclosed to conceal them from neighboring Lots.

Section 3. Nuisances. No equipment, vehicles, building materials, boats or travel trailers shall be kept or stored on any Lot unless enclosed within an approved building or structure. No rubbish, waste or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odor shall be permitted to arise therefrom so as to render any such property, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot.

Section 4. Exterior Materials. The elevations of the exterior walls of all buildings and structures shall be of architectural masonry, brick, EIFS or other similar generic material, stucco or stone; provided, however, that window frames, eaves, and trim may be of steel, wood or vinyl. The use of masonry, including brick, may be used on exterior side and rear elevations, subject to prior written approval by the Architectural Review Committee, which may be granted or withheld in the sole and absolute discretion of such Committee. Not less than fifteen percent (15%) of the surface area of any building's elevations on any Lot adjacent to a public street or streets shall be faced with dry stack rock approved by the ARC.

Section 5. Roof Materials and Design. Roofing materials visible from street level shall be limited to non-reflective metal or architectural grade asphalt shingles, clay tile or concrete tile. No wood shingles shall be allowed. Other building materials may be approved by the Architectural Review Committee in its sole and absolute discretion.

Section 6. Landscaping. All landscaping for property within the Subdivision shall conform to the requirements of the City of Twin Falls and the Planned Unit Development Agreement which contains a list of planting materials and plant densities. Initial landscaping plans for each Lot must be submitted to and approved by the Architectural Review Committee prior to installation, and shall include an adequate irrigation system and maintenance plan. After each Owner's initial installation of such landscaping and irrigation system, which shall occur within 120 days after the completion of the

primary building on each Lot, individual plantings shall be replaced, as necessary, without further approval from the Architectural Review Committee.

Section 7. Property Maintenance. Every Owner shall at all times maintain its Lot, and all improvements situated thereon, in good condition and repair and not allow the same to diminish the appearance of the Subdivision. Further, each Owner agrees to promptly make such reasonable repairs and undertake such reasonable maintenance of its Lot and improvements as may, from time to time, be requested by the Association or its Board of Directors, and agrees that the Board and/or the Association shall be entitled to specific performance of this obligation in court against any Owner who fails or refuses to complete such repairs or maintenance when duly requested to do so by the Board.

Section 8. Improvement Completion. Upon commencement of construction of any building or structure, or any remodeling or alteration to the exterior of any existing building or structure, the Owner thereof shall cause all work thereon to be completed within one (1) year after commencement; provided, however, that the ARC, upon a showing of good cause, may, at its option, grant a written extension of said completion for a term not to exceed one (1) additional year.

Section 9. Parking Area Construction. All vehicular parking areas on any Lot shall be constructed of asphalt, concrete or masonry pavers. No gravel, grass or dirt parking areas shall be permitted.

Section 10. Nuisances. No Owner shall conduct or permit any noxious or offensive trade or activity on any Lot or any part of the Subdivision that may be, or become, a nuisance or interference with quiet enjoyment, or that may increase the cost of insurance for any Owner. In this regard, all noises, sounds and vibrations emanating from a Lot shall be appropriately muffled so as not to be objectionable with respect to intermittent beat, frequency, shrillness or volume. Furthermore, every use shall be operated so that the vibration, heat and glare inherently and recurrently generated from such use are not perceptible beyond the structure in which said use is located. Electrical reflectors, spot lights, flood lights and other types of lighting may be used to illuminate structures, landscaping areas, signs and parking areas, provided that such devices are equipped with the proper lenses which concentrate the light on such structures and areas so as to prevent any bright light or illumination being cast onto adjacent Lots, or any street (whether public or private), without the ARC's prior approval to the contrary.

Section 11. Storage; Screening. Unless specifically approved in writing by the ARC, no materials, supplies, inventory, equipment or any other personal property shall be stored on any portion of a Lot except inside a structure which has been approved by the ARC. All mechanical equipment, utility meters, storage tanks, air conditioning equipment and similar items shall be screened and located in such a manner so as not to be visible from the various ground levels of the Subdivision or from the streets, walkways and driveways within the Subdivision and so as to comply with any architectural and landscaping standards promulgated by the ARC. All roof-mounted mechanical equipment, utility installations, duct work, radar equipment, radio or television antennas or any other devices that project vertically above the roof or roof parapet, unless otherwise approved by the ARC, shall be screened by a solid visual barrier, or otherwise treated architecturally in a way which, in the reasonable judgment of the ARC, is detailed consistently with the design of the Building.

Section 12. Signs. No signs (whether exterior or interior) of any type which are visible from the neighboring Lots, properties, or streets shall be placed or maintained in or on any structure, or any other part of a Lot, unless the ARC shall have first approved the same. In exercising its discretion, the ARC shall consider whether the proposed signage complies with such signage standards respecting design, type and location of signage as the Association may have adopted from time to time. All monument signs shall incorporate dry stack rock approved by the ARC into their construction. Such signs, and their construction and installation, must also comply with any and all applicable government rules, laws, ordinances, regulations and statutes and any requirements of the City of Twin Falls. Notwithstanding anything to the contrary contained herein, the Association shall have the right to remove all signs that have been installed in violation of this section if Owner fails to remove any such signs within seven (7) days after receipt of written notice of violation by the ARC or the Association. The Owner whose signs were installed in violation of this section shall promptly reimburse the Association for any and all costs incurred by the Association in removing such signs.

Section 13. Modification of Grades. The grade of any Lot shall not be substantially modified, altered or otherwise changed without the ARC's prior written approval. No grade of a Lot may be changed if such new grade would change or impact the drainage of such Lot or that of any other Lots.

Section 14. Subdivision. Except for Lots owned by Declarant, no Lot shall be subdivided without the Association's prior written approval.

Section 15. Unightly Items. All weeds, rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Except as the ARC shall have otherwise approved, all refuse containers, trash cans, storage areas, machinery and equipment are prohibited upon any Lots unless contained in an enclosed, fenced side yard in a location approved in writing by the ARC and not visible from the parking areas or street towards which any building located on such Lot faces.

ARTICLE V COMMON AREA

Section 1. Common Area. The Subdivision perimeter landscaping installed by each Owner, and as approved by the ARC in conformity with the PUD Agreement, shall be kept and maintained by the Association at all times. Declarant may, in its sole and absolute discretion, install some portions of the perimeter landscaping prior to sales of Lots to Owners. An easement for such perimeter landscaping maintenance is hereby reserved by Declarant, and granted to the Association, and declared to exist on all such Lots, which easement shall not be impeded in any manner so as to allow for maintenance and replacement of such landscaping by the Association. No fence, division, partition, rail or obstruction of any type or kind shall be placed, permitted or maintained between the Lots in the Subdivision at any point where such landscaping easement exists in locations that are consistent with the Planned Unit Development Agreement for the Subdivision. Pressurized irrigation charges for each Lot will be billed to Owners by the City of Twin Falls based upon square footage of each Lot.

Section 2. Sign Easements. Declarant hereby reserves to itself and to its successors and assigns an easement for the installation and maintenance of monument signs and/or other approved

signage identifying the Subdivision in locations determined by the Declarant. Once constructed, such Subdivision signage shall become part of the common area to be kept, maintained, repaired and/or replaced by the Association.

Section 3. Private Roads. All access roads that intersect with Park View Drive are private roads which shall be kept and maintained by the Association at all times. Landscaping adjacent to such private roads may be placed thereon in the discretion of the Association, provided that such landscaping shall be located within the right-of-way for such private roads.

ARTICLE VI THE ASSOCIATION

Section 1. Creation. Declarant has caused to be incorporated, a non-profit property owners' association under the laws of the state of Idaho known as the Canyon Trails Subdivision Nos. 5 and 10 Owners Association, Inc.

Section 2. Membership. Every Owner of a Lot in the Subdivision shall be both entitled and required to be a Member of the Association. If title to a Lot is held by more than one person or entity, the membership related to that Lot shall be shared by all such persons or entities in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Such co-owners of a Lot shall designate one of the co-owners as the Member for the purposes of membership in the Association, voting and representation of the interest of the co-owners in the Association. Only one membership shall be appurtenant to each Lot. No person or entity other than an Owner may be a Member of the Association. No membership in the Association, and no voting interest in, or assessment by, the Association described herein shall be applicable to the residential lots described as Canyon Trails Subdivision No. 5, lots 7 through 12 inclusive, and lots 18 through 23, inclusive, all in Block 13.

Section 3. Quorum and Voting Rights. A majority of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of the Members of the Association. The total number of votes which may be cast by all Members of the Association shall be one (1) vote per Lot, except for so long as the Declarant shall own any Lot within the Subdivision, Declarant shall be entitled to cast ten (10) votes for each and every such Lot owned by the Declarant.

Section 4. Cumulative Voting. In any election of the directors of the Board of Directors, each Member entitled to vote at such election shall have the right to cumulative voting for each Director to be elected, and to thereby give one candidate or divide among any number of the candidates a whole number of votes equal to the total number of votes to which that Member is entitled to vote for all Directors to be elected. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected.

Section 5. Governance. The Association shall be governed by a Board of Directors and officers in accordance with its Articles of Incorporation and Bylaws.

Section 6. Management of the Common Area. The Association shall be responsible for exclusive management and control of any Common Area. All landscaping and other improvements

situated on or included in the Common Area of the Subdivision shall be kept in good condition and repair and shall be kept reasonably free of debris and obstructions by the Association.

Section 7. Rules and Regulations. The Association, by and through its Board of Directors, may make reasonable rules and regulations governing the use of Lots, which rules and regulations shall not be inconsistent with the rights and duties established in this Declaration. The Association may also take judicial action against any Owner to enforce compliance with any of its rules and regulations, or the other terms or provisions of this Declaration.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to the Association expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to the Association herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII ASSESSMENTS

Section 1. Agreement to Pay Assessments. Declarant, for each Lot owned by the Declarant, hereby covenants and agrees, and each subsequent Owner of any Lot, by the acceptance of a deed therefore, whether or not it be so expressed in said deed, shall be deemed to covenant and agree to pay to the Association all assessments duly levied against such Lot and Owner pursuant to this Declaration. Such assessments shall be levied and collected against Lots and their respective Owners, from time to time in the manner provided in this Article VII. In the case of joint or co-ownerships this liability shall be joint and several.

Section 2. Annual Assessments. Annual assessments against all Lots and the Owners thereof are hereby authorized which shall be based upon advance annual estimates of cash requirements by the Association to provide for the payment of all estimated expenses to be incurred in the ensuing twelve-month period in the conduct of the Association's affairs, including the maintenance and operation of the Common Area. Such expenses may include, among other things, those incurred for insurance, legal and accounting services, landscaping installation and maintenance, and the creation of a reasonable contingency reserve, surplus and/or sinking fund for capital improvements, replacements and repair. The Board of Directors shall prepare a budget showing anticipated income and expenses for the forthcoming fiscal year, which duty may, in the discretion of the Board, be delegated to a property management company managing the Association's affairs. The Board of Directors shall present the proposed budget to the Members at the annual meeting of the Members as established pursuant to the Bylaws of the Association. The proposed budget shall be discussed and the final annual budget shall be voted upon and must be approved by a vote of a majority of the votes cast on that issue at the annual meeting.

Section 3. Special Assessments. In addition to the annual assessments authorized hereinabove, the Association may levy at any time a special assessment payable over such period as the Association may determine for the purpose of defraying in whole or in part the unanticipated cost of any construction, reconstruction, repair or replacement of Common Area improvements, or any other expenses duly incurred or to be incurred as provided in this Declaration, but not adequately provided for by the annual assessment. This section shall not be construed as independent authority for the Association to incur expenses, but shall be construed to prescribe an alternative manner of

assessing for expenses authorized in other sections hereof, which expenses are of an unanticipated nature, or are of a nature not reasonably capable of being fully paid with funds generated by annual assessments. Any such special assessment equal to or in excess of Five Hundred and No/100 Dollars (\$500.00) for a Lot must be assented to by a vote of not less than sixty percent (60%) of the votes cast on that issue at a meeting duly called for that purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least thirty (30) days but not more than sixty (60) days prior to the meeting date. Notwithstanding the foregoing, nothing herein shall be deemed to preclude the Board from incurring an indebtedness without a vote of the Association Owners in the event of a reasonably perceived emergency.

Section 4. Apportionment of Assessments. Levies of annual and special assessments shall be apportioned among the Lots and the Owners thereof based upon the square footage of such Lots.

Section 5. Notice of Periodic Assessments and Time for Payment Thereof. The Association shall levy an annual assessment each year, the exact date to be determined by its Board of Directors, and shall further levy a special assessment whenever circumstances in the opinion of the Board of Directors require it as set forth above. Such assessments shall be payable quarterly unless the Association determines otherwise. The Association shall provide each Owner with notice specifying the amount of the assessment and the date or dates of payment of the same. No payment shall be due less than 15 days after said written notice has been given and each assessment shall bear interest at the rate of 12% per annum from and after the date it becomes due and payable if not paid within 30 days after such date. Failure of the Association to give notice of the assessment shall not affect the liability of the Owner for such assessment, but the date when payment shall become due in such a case shall be deferred to a date 15 days after such notice has been given.

Section 6. Lien of Assessment. All sums assessed against any Lot shall be secured by a lien on said Lot in favor of the Association upon recordation of a notice of assessment as herein provided. Such lien shall be superior to all other liens and encumbrances on said Lot, with the exception of: (a) valid tax and assessment liens imposed by governmental entities; (b) the lien of prior mortgages, deeds of trust or other security instruments perfected and recorded in Twin Falls County, Idaho; and (c) valid prior labor and materialman's liens duly perfected and recorded in Twin Falls County, Idaho.

To create a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of said assessments, setting forth the amount thereof, the date due, the unpaid balance, the name of the record Owner of the Lot and the legal description of said Lot. Such notice shall be signed by an officer of the Association and may be recorded in the office of the County Recorder of Twin Falls County, Idaho. No such notice of assessment shall be recorded until there is a delinquency in the payment of the assessment to which it relates. The priority date of the lien shall be the date of its recordation, and it may be foreclosed and enforced in the manner permitted for consensual liens by the laws of the state of Idaho. In addition to all other sums which may be due and owing for which a lien is recorded, the Owner shall be obligated to pay all costs and expenses incurred by the Association in preparing, filing, foreclosing said lien, or otherwise collecting the assessment to which it is related, including all attorneys fees. All such costs and expenses shall be deemed to be secured by the lien being foreclosed.

Section 7. Personal Obligation of Owner. The amount of any assessment against any Lot shall be the personal obligation of the Owner thereof to the Association. A suit to recover a money judgment for such obligation can be maintained by the Association without foreclosure or waiver of the lien securing the same, and no Owner may avoid or diminish such personal obligation, or by the sale or abandonment of the Lot.

Section 8. Personal Liability of Purchasers. Subject to the provisions of Section 7 immediately hereinabove, the purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments appurtenant thereto including any such assessments due and owing prior to said purchaser's acquisition of said Lot.

ARTICLE VIII ARCHITECTURAL REVIEW COMMITTEE

Section 1. Approvals.

(a) No building, structure, fence, sign, or improvement of any kind or character, including landscaping, and no exterior alterations thereof, shall be constructed, reconstructed, placed or altered on a Lot until the final plans and specifications, elevations, a description of landscaping and a description and samples of the exterior building materials and colors to be used, a plot plan showing the precise boundaries of the Lot and the locations of any proposed improvements, a construction schedule and such other information as the ARC may reasonably request (collectively, the "Plans") have been submitted to, and approved in writing by, the ARC or such individuals as may be designated by the ARC. The ARC shall review, and have the right to approve or disapprove, in accordance with Section 3, the style, exterior colors and treatments, architectural and engineering design, size and height of any improvements, quality and type of materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. In addition, the ARC shall review, and have the right to approve or disapprove, the configuration and features of parking, signage, walkways, driveways, landscaping, sprinkler systems, external lighting and all other buildings and improvements of every kind and nature. The ARC's right of approval shall also apply to the setback lines and any similar matters.

(b) Preliminary plans may be submitted to the ARC for its tentative approval. Subject to Section 7, two (2) copies of all Plans shall be submitted to the ARC at the address of which Declarant or the ARC shall have notified the Owner or, if none, at the address set forth in Article IX, Section 12.

(c) Neither Declarant nor the ARC nor any Owner shall be liable in damages to any person or entity submitting Plans, or to any Owner of any portion of a Lot, by reason of any actual or alleged mistake in judgment, negligence or nonfeasance arising out of, or in connection with, the approval, disapproval, review or failure to approve any such Plans. Every Owner who submits Plans to the ARC for approval agrees, by submission of such Plans, and every Owner of any portion of a Lot agrees, by acquiring title thereto or interest therein, that he will not bring action or suit against Declarant or the ARC to recover any such damages.

Section 2. Timing of Approval. Within thirty (30) days from its receipt of the Plans described above, the ARC shall reasonably approve or disapprove the same. One (1) set of said Plans shall be returned to the Owner submitting them with the approval or disapproval of the ARC endorsed thereon and the other copy thereof shall be retained by the ARC for its permanent files. An applicant for plan approval may, but need not, be given the opportunity to be heard in support of its application.

Section 3. Standards for Disapproval. The ARC shall have the right to disapprove any Plans if, in the ARC's sole discretion: (i) the Plans do not comply with all of the provisions of the Subdivision, including the PUD Agreement; (ii) the Plans do not comply with any and all requirements of the City; (iii) the design, landscaping, color scheme, building materials or elevations of the proposed building, sign, fence, improvement, or other structure are not in harmony with the general surroundings of the Subdivision or with the adjacent buildings or improvements, whether existing or planned, or are not in harmony with architectural standards and design criteria adopted by the Board and in effect at the time plans are submitted; (iv) the Plans submitted are incomplete; or (v) the ARC deems the Plans to be contrary to the best interests, welfare or rights of all or any of the other Owners as being inconsistent with the architectural standards and/or design criteria described herein.

Section 4. Defects in Plans. The exercise by the ARC, or any architect or agent of the ARC, if appointed, of its right to review and approve Plans which are submitted, revised or approved in accordance with this Declaration shall not constitute a determination by the ARC or such architect or agent of the ARC, of the engineering or structural design, sufficiency or integrity of the improvements contemplated by such Plans, nor a determination of the compliance of such Plans with any applicable building codes, safety features or standards. Neither the ARC nor any architect or agent thereof shall be responsible or liable in any way for any defects in any Plans submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such Plans.

Section 5. Standards and Criteria. The Board may adopt and promulgate architectural standards and design criteria from time to time that are consistent herewith.

Section 6. No Modification of Rights or Restrictions. The establishment of the procedures under this Article VIII for architectural approval shall not alter any rights of or restrictions on an Owner to maintain, repair, alter, modify or otherwise control its Lot as may otherwise be specified in this Declaration.

Section 7. Construction. Following the ARC's approval of an Owner's Plans, such Owner shall commence and diligently pursue to completion construction of the Owner's Building and/or Improvements, in full conformance with the Plans, including without limitation, the approved construction schedule contained therein and in compliance with any and all requirements of the City and the Architectural Review Committee. At its discretion, the ARC or the Association shall have the right to inspect the progress of such Owner's construction and to enforce the approved Plans so as to correct any violations of the requirements thereof. Landscaping and signage approved in connection with an Owner's Plans shall be installed prior to the earlier to occur of (i) occupancy or (ii) completion of a building on a Lot.

Section 8. Architectural Review Committee ("ARC"). The Architectural Review Committee shall be appointed by the Association and may consist of one (1) or more individuals,

which the Association shall have the right, in its sole and absolute discretion, to appoint and thereafter to remove or change. Individual members of such Architectural Review Committee need not be Owners.

ARTICLE IX MISCELLANEOUS

Section 1. Compliance. Each Owner shall comply with the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and all rules and regulations duly enacted by the Association or its Board. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Association, or any Owner.

Section 2. Notice of Meeting and Mailing Address. Not later than ten days prior to the date of any regular or three days prior to the date of a special meeting of the members, notice of said meeting, including the time, place, and purpose of the meeting, shall be given to each member by personal service or by mail; provided, however, that if notice is given by mail, it shall be placed in the U.S. mail, postage prepaid, addressed to the member to whom it is directed at member's last known address, not later than fifteen days prior to the date of the regular meeting or not later than three days prior to the date of a special meeting. Each Owner shall provide the Declarant and the Association with such Owner's mailing address, which address shall be used for the mailing or other service of any and all notices, assessments or communications from the Association. Any notice referred to in this section shall be deemed given by the Association when it has been deposited in the United States mail, postage prepaid, addressed to the Owner at the given address.

Section 3. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 4. Amendment. This Declaration, and the covenants, conditions and restrictions contained herein, shall run with and bind all real property situated within Canyon Trails Subdivision Nos. 5 and 10, and all Lots situated therein, and the Owners thereof, until and unless terminated and revoked by a vote of not less than three-fourths (3/4) of the votes authorized for Lots within the Subdivision as provided in Article II, Section 3. This Declaration may also be amended at any time by a vote of not less than three-fourths (3/4) of all votes authorized for Lots within said Subdivision as provided in Article VI, Section 3. Any amendment, termination or revocation shall be effective only upon recordation. Declarant has expressly excluded certain residential lots in Canyon Trails Subdivision No. 5, Block 13, from the applicability of this Declaration, and to the extent that any further amendatory document is deemed necessary or desirable to effect such exclusion, Declarant shall be entitled to execute and record such amendment, in its sole and absolute discretion, without vote or approval of the Owner(s) of any Lot(s) in the Subdivision, as that term is defined in Article I, Section 7 hereof.

Section 5. Prevailing Law. The provisions of this Declaration shall be liberally construed to accomplish its purpose of creating a uniform plan for the development of the Subdivision. This

Declaration and the obligations of the Owners hereunder shall be interpreted, construed and enforced in accordance with the laws of the state of Idaho.

Section 6. Non-liability of Declarant. To the fullest extent permitted by law, neither Declarant, nor any of its agents, employees, partners, officers, directors, shareholders, members, successors or assigns shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, course of action, act, omission, error, negligence or the like made in good faith and reasonably believed to be within the scope of its duties; provided, however, Declarant shall only be liable for its gross negligence or willful misconduct to the extent not covered by insurance required to be carried by any Owner hereunder. To the fullest extent permitted by law, each and every Owner, by accepting its interest or title to its interest in any Lot, agrees to indemnify, defend and protect Declarant and its members, officers or shareholders against and from all claims arising out of the construction, use, possession and/or operation of the Lot, or building thereon, occupied by, owned by or under the control of such Owner.

Section 7. Constructive Notice and Acceptance. Every Owner who now or hereafter owns or acquires any right, title or interest in or to any portion of the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and easement contained herein, by reference and otherwise, whether or not any reference to this Declaration is contained in the instrument by which such Owner acquired an interest in the Subdivision.

Section 8. Mutuality; Reciprocity; Runs With Land. All restrictions, conditions, covenants and easements contained herein, by reference or otherwise, (i) are made for the direct, mutual and reciprocal benefit of each and every portion of the Subdivision, (ii) shall create mutual, equitable servitudes upon each portion of the Subdivision in favor of every other portion, (iii) shall create privity of estate between all grantees of said portions or interests therein, their heirs, successors and assigns, (iv) and shall, as to each Owner and the heirs, successors and assigns of said Owner, operate as covenants running with the land for the benefit of all other portions of the Subdivision.

Section 9. Article and Section Headings. The Article and Section headings used herein are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the respective Articles and Sections to which they refer.

Section 10. Release. If an Owner shall sell, transfer or assign its entire Lot or its interest therein, it shall, except as provided in this Declaration, be released from its unaccrued obligations hereunder from and after the date of such sale, transfer or assignment. It shall be a condition precedent to the release and discharge of any grantor or assignor Owner from its unaccrued obligations hereunder that the following conditions are satisfied: (a) such grantor or assignor shall pay all monetary sums then owed under the terms of this Declaration, and (b) the transferee shall execute and deliver to the other Owner(s) a written statement in recordable form in which: (i) the name and address of the transferee shall be disclosed; and (ii) the transferee shall acknowledge its obligation hereunder and agree to be bound by this Declaration and perform all obligations hereunder in accordance with the provisions of this Declaration. Failure to deliver any such written statement shall not affect the running of any covenants herein with the land. Anything in this Section to the contrary notwithstanding, it is expressly understood and agreed that no such sale, transfer or assignment or written acknowledgment

by the transferee of its obligations hereunder shall effectuate a release of its transferor with respect to obligations which accrued hereunder prior to the subject transfer.

Section 11. Declarant's Right to Amend Plat. Notwithstanding anything in this Declaration to the contrary, subsequent to the recordation of the Plat and/or this Declaration, Declarant shall be entitled, from time to time and in its sole discretion, to unilaterally amend the Subdivision Plat to modify anything depicted thereon; provided, however, that no such amendment shall materially and adversely affect the use by any Owner of its Lot. Declarant's right to amend the Plat shall include, but shall not be limited to, the right to modify the size, design, layout and location of a Lot and to indicate newly created or reconfigured Lots and Common Area in the Subdivision. Declarant's right to so amend the Plat shall be effected by recording an addendum to this Declaration or the Plat in the official records of Twin Falls County and causing a copy of the same to be delivered to each Owner. Any such amendment of the Plat by means of such addendum shall not constitute or require an amendment of this Declaration.

Section 12. Notices. Any notice, demand, communication, certification, approval, consent, invoice and/or request (individually referred to as "Notice"), required or allowed hereunder to be given to or by the Association or an Owner shall be made in writing and shall be delivered personally or by reliable, receipted courier service or certified mail (with postage prepaid, return receipt requested). Notice shall be deemed given when actually received or when such delivery is refused.

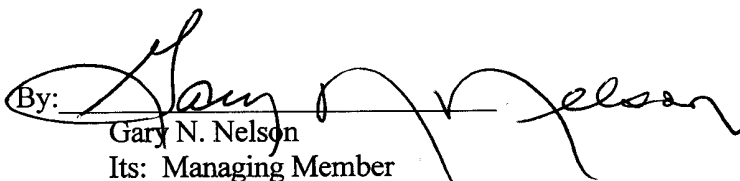
(a) Notice to the Association shall be delivered to the following addresses or such other addresses as either shall designate by notice properly delivered in accordance with this Section 12:

Canyon Properties, L.L.C.
Attn: Gary N. Nelson
P.O. Box 6004
Twin Falls, ID 83303-6004
Telephone: (208) 736-8400
Facsimile: (208) 736-0943

(b) Notice to an Owner shall be delivered to the address most recently given by such Owner to the Association in accordance with this Section 12 or, if no such address shall have been furnished, then to the street address of such Owner's Lot.

DATED this 2nd day of June, 2011.

"DECLARANT"
CANYON PROPERTIES, L.L.C.

By: 
Gary N. Nelson
Its: Managing Member

STATE OF IDAHO

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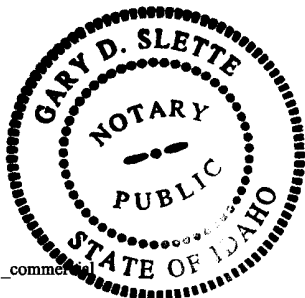
ss.

County of Twin Falls

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On this 2nd day of June, 2011, before me, a Notary Public for said County and State, personally appeared **Gary N. Nelson**, known or identified to me, to be the Managing Member of Canyon Properties, L.L.C., and the member who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



!rlm\realest\canyon trails 5_comme

A handwritten signature in black ink, appearing to read "G. Slette", written over a horizontal line.

NOTARY PUBLIC FOR IDAHO

Residing at Twin Falls, ID.

My commission expires 7/1/11