

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
TIMBER RIDGE SUBDIVISION**

For Platted Lands in Sections 8 and 9, Township 19 North, Range 2 East, Boise, Meridian, Adams County, Idaho.

THIS DECLARATION made this 21st day of August, 1995, by H.P.L. PARTNERS, a California Limited Partnership, duly registered in the State of Idaho, hereinafter called "Declarant".

WHEREAS Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and,

WHEREAS Declarant desires to provide for the preservation of the values and amenities in said Community, and to this end, desires to subject the real property described in Article III to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are intended for the mutual benefit of said property and of each owner of a portion thereof;

NOW, THEREFORE, the Declarant declares that the real property in Article III, and such additions thereto as may be made pursuant to Article III hereof, is and shall be held, transferred, sold, conveyed and occupied subject to covenants, conditions, easements, charges, and liens hereinafter set forth.

ARTICLE I

DECLARATION

Declarant hereby declares that each lot, parcel or portion of Timber Ridge Subdivision, is and shall be held, sold conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; (ii) shall inure to the benefit of every lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant, Declarant's successor in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest; and, (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.