

OF Silver Sage Ranch LLC

1999 DEC -6 A 9:59

434166 CC-R's

DECLARATION OF

MARSHA RIEMANN, CLERK COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SILVER SAGE SUBDIVISION

to \$ 45<sup>00</sup>

RECITALS

Declarant is owner of real property located in the County of Blaine, State of Idaho, described in Exhibit "A", attached hereto and by reference made a part hereof.

Declarant has established a general plan, set forth in this Declaration, for the subdivision, improvement and development of the real property and each and every lot and parcel on the real property and desires to secure the harmonious and uniform development of the real property in accordance with the plan. Declarant hereby declares that all of the property described in Exhibit A shall be held, conveyed, encumbered, leased, used and occupied subject to the following limitations, reservations, covenants, conditions, servitudes, liens and charges, all of which are declared and agreed to be in furtherance of and pursuant to a general plan for the development of the property, and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the property. These provisions are imposed upon Declarant, the owners and the association and are for the benefit of all lots, and shall bind the owners and the Association. These provisions shall be a burden upon and a benefit to not only the original owner of each lot but also to their successors and assigns. All covenants are intended and are declared to be covenants running with the land as well as equitable servitudes upon the land.

NOW THEREFORE, DECLARANT HEREBY DECLARES AND AGREES THAT:

I. DEFINITIONS.

Unless the context otherwise specifies or requires, the terms used herein shall have the following definitions and meanings:

1. Association. "Association" shall hereinafter mean and refer to the Silver Sage Owners' Association, Inc., an Idaho non-profit corporation, its successors and assigns. The Association shall act by and through its Board of Directors and its elected officers.
2. Articles. "Articles" shall mean the Articles of Incorporation of the Association as filed with the Secretary of State of the State of Idaho.
3. Bylaws. "Bylaws" shall mean the bylaws of the Association which have been or shall be adopted by the Board. These bylaws may be amended from time to time.
4. Common Area. "Common Area" shall mean all real and personal property owned by the Association for the common use of the Owners. The Common Area to be owned by

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER SAGE SUBDIVISION/1

the Association at the time of the conveyance of the first Lot by Declarant is described as follows:

A. Cloverly Lane as shown on the Plat of Silver Sage Subdivision recorded as Instrument No. 434165 on the 6 day of December, 1999, records of Blaine County, Idaho.

B. Parcel A as shown on the Plat of Silver Sage Subdivision recorded as Instrument No. 434165 on the 6 day of December, 1999, records of Blaine County, Idaho.

5. Declarant. "Declarant" shall hereinafter mean and refer to Silver Sage Ranch LLC, an Idaho limited liability company, its successors and assigns.

6. Improvements. "Improvements" shall mean and include buildings, parking areas, loading areas, fences, walls, hedges, mass planting, poles, signs and any structures of any type or kind.

7. Lot. "Lot" shall mean and refer to any building lot created by the subdivision and platting of Silver Sage Subdivision recorded as Instrument No. 434165 on the 6 day of December, 1999, in the Recorder's Office of Blaine County, Idaho.

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

9. Site. "Site" shall mean all contiguous land under one ownership.

10. Structure. "Structure" shall mean anything constructed which requires permanent or indefinite location or attachment on the ground, but not including fences, parking areas, hedges, mass plantings, poles or signs.

## II. PERMITTED USES AND RESTRICTIONS.

### 1. Minimum Setback Lines.

A. General. No structure of any kind, and no part thereof, shall be placed on any site closer to a property line than herein provided. The following structures and improvements are specifically excluded from these setback provisions:

- (1) Roof overhangs, not to exceed six (6) feet into setback area.
- (2) Steps, walks and open and enclosed stairways;

- (3) Paving and associated curbing.
- (4) Fences;
- (5) Landscaping;
- (6) Planters, not to exceed three (3) feet in height;

B. **Setback from Property Lines.** Setbacks shall be in accordance with Blaine County Zoning Ordinance or as shown on the final plat.

2. **Completion of Construction.** After commencement of construction of any structure, the Owner shall diligently pursue the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.

3. **Excavation.** No excavation shall be made except in connection with construction of an improvement and, upon completion thereof, exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

4. **Landscaping.**

A. Every site on which a building shall have been placed shall be landscaped and irrigated with an automatic underground irrigation system and maintained thereafter in a sightly and well kept condition.

B. The property owner shall landscape and maintain unpaved areas between the property lines and the building footprint up to a maximum irrigated landscaped amount of ½ acre.

5. **Signs.**

A. No billboard or advertising sign shall be permitted, other than those offering the premises for sale or lease.

6. **Height of Fences, Construction Standards and Exterior Finishes.**

A. No fence or wall in the subdivision shall exceed eight (8) feet in height.

B. Construction must conform to plans and specifications approved in writing by Blaine County. All plans must:

- (1) Provide adequate fire protection systems;

- (2) Provide for all underground utilities (public and private); and
- (3) Preserve the quality and atmosphere of the area and not detract from adjacent property.
- (4) Not make extensive use of reflective or mirrored glass.

C. Exterior walls shall be suitably finished (e.g. masonry, stucco, brick, metal, stained or painted wood).

7. Utilities. All power, gas, telephone and electrical lines shall be placed underground. Transformer or terminal equipment shall be screened from view of adjacent streets and Lots.

8. Maintenance. All structures shall be maintained in a neat and orderly manner.

9. Snow Removal. It shall be the responsibility of the Owner to keep driveways on or adjacent to Owner's Lot clear from accumulations of snow and ice, thus providing clear passage for pedestrian and vehicular traffic. The removal or storage of snow from each Lot shall be the responsibility of the Owner and shall not be disposed of in any manner which impedes or obstructs the orderly flow of pedestrian or vehicular traffic or encroaches upon neighboring Lots.

10. Wells. Wells for 1, 2, 4, 9, 10, 11 and 12 shall be located within the front 40 feet of each Lot. Wells for Lot 3 shall be located within the front 115 feet of the Lot. Wells for Lots 5, 6, 7 and 8 shall be located within the front 90 feet of each Lot.

### III. SILVER SAGE OWNERS' ASSOCIATION, INC.

1. Organization. The Silver Sage Owners' Association, Inc. is a nonprofit Idaho corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration.

2. Membership. Each owner (including Declarant) of a Lot by virtue of being such an owner and for so long as he is such an owner, shall be deemed a member of the Association. The Association membership of each owner (including Declarant) shall be appurtenant to said Lot, and shall not be transferred, pledged, or alienated in any way except upon the transfer of title to said Lot, and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to said Lot shall operate automatically to transfer said membership to the new owner thereof.

3. Voting.

A. Each lot owner shall be entitled to one vote per lot owned.

The right to vote may not be severed or separated from the ownership of the Lot to which it is appurtenant, except that any owner may give a revocable proxy, or may assign his right to vote for the term of the lease or Deed of Trust; and any sale, transfer, or conveyance of such Lot to a new owner or owners shall operate automatically to transfer the appurtenant vote to the new owner, subject to any assignment of the right to vote to a lessee or beneficiary as provided herein.

B. Joint Owner Disputes. The votes for each such Lot, shall, if at all, be cast as a unit, and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other owners of the same Lot.

C. Voting for Board Members. In any election of the members of the Board of Directors of the Association, every owner, including the Declarant, entitled to vote at such an election, shall have the right to cast votes for each Lot owned. The candidates receiving the highest number of votes, up to the number of Board Members to be elected, shall be deemed elected.

4. Duties of the Association. The Association shall have the obligation, subject to and in accordance with the Declaration of Covenants, Conditions and Restrictions for Silver Sage Subdivision, to perform each of the following duties for the benefit of the owners of each Lot within Silver Sage Subdivision:

A. Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens and encumbrances to the Association by Declarant, including Silver Sage Subdivision roads, easements for operation and maintenance purposes and easements for the benefit of Association members. For purposes of this section, a nonexclusive easement, license or other contractual right to use in favor of the Owner(s) shall not be deemed a lien or encumbrance.

The Association shall be responsible for the exclusive management and control of the roads, common access easement and all improvements thereon and shall keep the same in a good, clean, and attractive and sanitary condition, order and repair. The Association shall maintain in a proper first-class manner Parcel A, as shown on the plat for Silver Sage Subdivision, in the southwest corner of the Subdivision. Further, the Association hereby has the right to grant easements over, under and across the common access easement. Lot owners irrevocably appoint the Association their attorney-in-fact for such purposes.

B. Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased, or otherwise transferred to the Association.

C. Insurance. To obtain and maintain, in force, the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements under the control of the Association, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement value exclusive of the costs of excavations, foundations, and footings. As to each such policy, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Manager, the Declarant, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

(2) Broad form public liability policy covering all damage or injury in an amount of not less than \$500,000 dollars for each occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) A fidelity bond in the penal amount of Twenty-Five Thousand Dollars (\$25,000) or more, naming the members of the Board of Directors of the Association and the Manager, and such other persons as may be designated by the Board of Directors, as principals and the Association as obligee.

(5) Such other insurance, including indemnity and other bonds as the Board of Directors shall deem necessary or expedient to carry out the Association functions as set forth in this Declaration, the Articles and the Bylaws.

The liability insurance referred to above shall name as separately protected insureds Declarant, Declarant's Project Manager, the Association, the Board of Directors of the Association, and their representatives, members, and employees, with respect to any liability arising out of the maintenance or use of any Association Property. Every policy of insurance obtained by the Association shall contain an

express waiver, if available, of any and all rights of subrogation against Declarant, Declarant's Project Manager, the Board of Directors of the Association, and their representatives, members and employees.

Said fire and liability insurance policies may be blanket policies covering the Association properties and property of Declarant, in which case the Association and Declarant shall each pay their proportionate shares of the premium. With respect to insurance proceeds from the Association Property only, the Association shall be deemed trustee of the interests of all owners in any insurance proceeds paid to it under any such policies and shall have full power to receive and to receipt for their interests in such proceeds and to deal therewith.

D. Rule Making. To make, establish, promulgate, amend, and repeal the Silver Sage Subdivision Rules as provided by the Board of Directors of the Association.

E. Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration.

F. Right to Impose Sanctions for Violation of Declaration.

(1) In addition to any other enforcement rights described in this Declaration and the Bylaws, or authorized by law and subject to any restrictions on the Association's enforcement rights, including any due process requirements, imposed by this Declaration, the Bylaws or by law, the Association may take any of the following actions against the persons or entities whose act or failure to act violates or threatens to violate any provision of this Declaration, the Bylaws, or Association Rules:

- (a) Impose monetary penalties, including late charges and interest;
- (b) Suspend voting rights in the Association; and
- (c) Commence legal action for damages, injunctive relief, or both.

The determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any owner who consents and the prevailing party in any such action shall be entitled to recover costs and reasonable attorneys fees. The Association may take more than one of the foregoing enforcement actions against any one violation or threatened violation. The Association, in its

sole discretion, may resolve or settle any dispute, including any legal action, under such terms and conditions as it considers appropriate.

The Association may not cause a forfeiture or abridgment of an owner's right to the full use and enjoyment of his Lot, except by judgment of a Court or a decision arising out of arbitration or on account of a foreclosure or sale under the power of sale for failure of the owner to pay assessments duly levied by the Association.

(2) Before the Board of Directors of the Association imposes any monetary penalties, or suspensions of membership rights against any lot owner for failure to comply with this Declaration, the Bylaws, or Association rules, the Association must act in good faith and must satisfy each of the following requirements:

(a) The Lot Owner shall be given fifteen (15) days prior written notice of the discipline to be imposed and the reasons for the imposition of the discipline. The notice may be given by any method reasonably calculated to give actual notice. If the notice is given by mail, it must be sent First Class or registered to the last address of the Lot Owner as shown on the Association's records and shall be considered delivered upon deposit in the U.S. Mail.

(b) The Lot Owner shall be given an opportunity to be heard orally or in writing by the Board of Directors of the Association, not less than five (5) days before effective date of the imposition of the discipline.

G. Other. To carry out the duties of the Association set forth in this Declaration, the Articles, and the Bylaws.

H. Contracts. Neither Declarant nor any agent of Declarant shall enter into any contract which would bind the Association or the Board thereof for a period in excess in one (1) year, unless reasonable cancellation provisions are included in such contract.

I. Audit. The Board of Directors of the Association may provide for an annual, independent audit of the accounts of the Manager and Association and for delivery of a copy of such audit to each Owner within thirty (30) days after completion thereof. Any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Manager or the Association by a certified public accountant; provided that such audit or



inspection is made during normal working hours and without unnecessary interference with the operations of the Manager or the Association.

5. Powers and Authority of the Association. The Association shall have all of the powers of an Idaho nonprofit corporation, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by the Association under and by virtue of this Declaration, the Articles, and the Bylaws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association. Without in any way limiting the generality of any of the foregoing provisions, the Association shall have the power and authority at any time to perform the following:

A. Assessments. To levy assessments on the owners of Lots, within Silver Sage Subdivision and to enforce payment of such assessments in accordance with the provisions of Article IV hereof.

The assessments shall be for charges incurred in connection with the maintenance, repair and operation of all Association personal and real property including, but not limited to, the roads, common access easements, landscaping, and the management thereof, together with premiums for insurance which are required or permitted for the Association to maintain in accordance with this Declaration. Also, assessments shall be for charges incurred for landscaping costs and maintenance and irrigation, together with reasonable contingency reserve, surplus or sinking fund.

B. Right of Entry and Enforcement. After twenty-four (24) hours written notice to enter, without being liable to any owner upon any Lot, for the purpose of enforcing by peaceful means this Declaration, or for the purpose of maintaining or repairing any such area, if for any reason whatsoever the owner thereof fails to maintain or repair any such area as required by this Declaration. The Association shall also have the power and authority from time to time in its own name on its own behalf or on behalf of any owner or owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce by mandatory injunctions, or other, all of the provisions of said Declaration.

C. Easements and Rights-of-Way. To grant and convey to any person easements, rights-of-way, parcels, or strips of land in, on, over, or under any Association property for the purpose of constructing, erecting, operating, or maintaining thereon, therein, and thereunder, (1) roads, streets, walks, and driveways, (2) underground lines, cables, wires, conduits, or other devices for the

transmission of electricity for lighting, heating, power, telephone, and other purposes, (3) sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (4) any similar public or quasi-public improvements or facilities.

D. Repair and Maintenance of Association Property. To paint, maintain, provide snow removal service for, and repair the Association property and all improvements thereto.

E. Manager. To retain and pay for the services of a person or firm to manage the Association properties (the "Manager") to the extent deemed advisable by the Board of Directors of the Association, as well as such other personnel as the Board of Directors shall determine shall be necessary or proper for the operation of the Association or the conduct of the business of the Association, whether such personnel are employed directly by the Association or are furnished by the Manager. The Association and the Board of Directors of the Association may delegate any of their duties, powers or functions to the Manager, provided that any such delegation shall be revocable upon notice by the Association or Board of Directors. The owners release the members of the Board of Directors from liability for any omission or improper exercise by the Manager of such duty, power, or function as delegated.

F. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, enforcement of this Declaration, or in performing any of the other duties or rights of the Association.

G. Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, snow removal, and gardening service, and other necessary utility or other services for the Association, as necessary.

H. Other Areas. To maintain (including snow removal) and repair slope easements, ponds, roads, roadways, roadway rights-of-way, parkways, and highway median strips, entry details, or other areas of Silver Sage Subdivision not maintained by governmental entities, to the extent deemed advisable by the Board of Directors of the Association.

6. Liability of Board Members and Manager. Neither any member of the Board nor the Manager shall be personally liable to any owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act of omission of the Association, the Board, the Manager, or any other representatives or employees of the Association, provided that such Board member, or the Manager has, upon the basis of such information as may be possessed by him, acted in good faith.

7. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration's recording, after which time they shall be automatically extended for successive periods of ten (10) years. Amendment to this Declaration shall be in writing, signed by not less than sixty-six and two-thirds percent (66 2/3%) of all the Owners of the Silver Sage Subdivision for the first twenty (20) years and thereafter by an instrument signed by not less than fifty-one percent (51%) of all the Owners of the Silver Sage Subdivision.

8. Taxes. Each owner shall execute such instruments and take such action as may reasonably be specified by the Association to obtain separate real estate tax assessment of each Lot. If any taxes or assessments may, in the opinion of the Association, nevertheless be a lien on more than one (1) Lot, not under common ownership, or any part thereof, they may be paid by the Association, and each owner shall be obligated to pay or to reimburse the Association for, as the case may be, the taxes and assessments assessed by the County Assessor or other taxing authority against his own Lot.

9. Indemnification. The Association shall indemnify every officer, director and committee member against all expenses, including attorneys fees, reasonably incurred in connection with any action, suit or other proceeding, including settlement of any suit or proceeding, (if approved by the Board of Directors of the Association) to which he or she may be a party by reason of being or having been an officer, director or committee member. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director or committee member may be entitled. The Association shall maintain adequate general liability and officers and directors insurance to fund this obligation, if such insurance is reasonably available.

#### IV. FUNDS AND ASSESSMENTS.

1. Silver Sage Subdivision Operation Fund. The Board of Directors shall establish a fund (the "Silver Sage Subdivision Operation Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Silver Sage Subdivision Restrictions. Funds of the Association must be used solely for purposes related to these areas and improvements owned by the Association or subject by this Declaration to maintenance and assessment or for purposes authorized by this Declaration as it may from time to time be amended.

2. Yearly Estimates of Assessments. At least thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration (including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund). A sum sufficient to pay such estimated net charges will be assessed to the owner of each Lot in Silver Sage

Subdivision in an amount equal to each lot's pro rata share of the whole as described on Exhibit B. If said sum estimated proves inadequate for any reason, including nonpayment of any owner's assessment, the Association may, at any time, levy a further assessment which shall be assessed pro rata upon the owner of each Lot.

3. Payment of Assessments. All assessments shall be due and payable to the Association by the assessed owners (including Developer) during the fiscal year in equal monthly installments, on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

4. Late Charges. If any assessment, whether regular or special, assessed to any owner is not paid within thirty (30) days after it is due, the owner may be required by the Board to pay a late charge of eighteen percent (18%) of the amount of the assessment or such other amount as the Board may designate from time to time as set forth in the Silver Sage Subdivision Rules.

5. Unpaid Assessments as Liens. The amount of any assessment, whether regular or special, assessed to any owner and any late payment charge attributable thereto, plus interest on such assessment and charge at a rate of eighteen percent (18%) per annum simple interest (or such other rate as the Board may designate from time to time as set forth in the Silver Sage Subdivision Rules), and costs, including reasonable attorney's fees, shall become a lien upon such Lot upon recordation of a notice of assessment stating the amount of the claim of delinquency, the interest and costs which have accrued thereon, the legal description and street address of the Lot against which it has been assessed, and the name of the record owner thereof. Such notice shall be signed and acknowledged by an officer of the Association. Upon recordation, it shall create a lien upon the Lot described in the amount set forth. Such assessment lien shall be prior to any declaration of homestead recorded after the recording of this Declaration. The lien shall continue until fully paid or otherwise satisfied. When the lien has been fully paid or satisfied, a further notice releasing the lien shall be recorded. Such lien may be foreclosed in the same manner as is provided for the foreclosures of Deeds of Trust in the laws of the State of Idaho.

6. Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article IV nor any breach of this Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the beneficiary under any recorded Deed of Trust upon a Lot made in good faith and for value, provided that after the foreclosure of any such Deed of Trust or conveyance of any Lot to such beneficiary by deed in lieu of foreclosure, such Lot shall remain subject to this Declaration and the amount of all regular assessments and all special assessments to the extent they relate to expenses incurred subsequent to such foreclosure shall be assessed hereunder to the purchaser at such foreclosure sale.

V. MISCELLANEOUS PROVISIONS.

1. Construction. All of the provisions of this Declaration shall be liberally construed to promote and effectuate the fundamental concepts of Silver Sage Subdivision.
2. Gender. Unless context requires a contrary construction, the singular shall include the plural and the plural the singular and all gender shall include all gender.
3. Captions. All captions or titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the terms or provisions thereof.
4. Enforcement. The Association or any owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.
5. Violation. Any violation of any provision or article of this Declaration may result in a fine as set forth in this Declaration.
6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Declaration of Covenants, Conditions and Restrictions for Silver Sage Subdivision the day and year first above-written.

SILVER SAGE RANCH LLC  
an Idaho Limited Liability Company

BY: GRK, LLC an Idaho limited liability company  
Its Managing Member



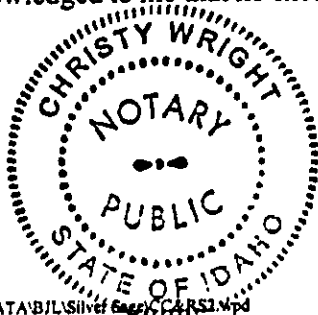
By: George R. Kirk II, Member

STATE OF IDAHO )

ss.

County of Blaine )

On this 6<sup>th</sup> day of December 1999, before me, the undersigned Notary Public in and for said State, personally appeared George R. Kirk II, known to me to be the managing member of GRK LLC, an Idaho Limited Liability Company, who signed the above instrument as a managing member of Silver Sage Ranch LLC., an Idaho limited liability company, and acknowledged to me that he executed the same.



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Christy Wright  
NOTARY PUBLIC FOR IDAHO  
Residing at: Bellevue  
Commission Expires: 9/8/05

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SILVER SAGE SUBDIVISION/14

EXHIBIT A  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR SILVER SAGE SUBDIVISION

**Legal Description:**

**Lot 2, Block 1, Chapman's East Cloverly Ranch, Blaine County, Idaho**