

ARTICLE V

WILDLIFE MITIGATION PLAN AND WILDFIRE MITIGATION REQUIREMENTS

5.1. Wildlife Mitigation Plan. Future development within the Subdivision is subject to the Wildlife Mitigation Plan, including the Wildfire Mitigation Requirements.

5.2. Conservation Assessment. Funding associated with the Wildlife Mitigation Plan, including operation of the Conservation and Education Program, shall be provided by an ongoing assessment against each Building Lot. The initial Conservation Assessment shall be, as follows: Three Hundred and No/100 Dollars (**\$300.00**) upon the sale of any Building Lot; Sixty and No/100 Dollars (**\$60.00**) to be charged to each Building Lot annually; and an additional charge of Fifty and No/100 Dollars (**\$50.00**) to be charged to each Building Lot annually with an Owner maintaining cats at such Building Lot, as set forth in Section 4.12. Such Conservation Assessments will not be reduced below the foregoing amounts, but may be adjusted upward from time to time by the Wildlife Conservation Association with the agreement of the Board of the Association and upon recommendation by the Conservation Director. Conservation Assessments will be collected by the Public Works Association or the Wildlife Conservation Association and will be collected and enforced consistent with Article XI, hereof. Conservation Assessment fees collected in any fiscal year must be expended by the end of the fifth (5th) fiscal year following such receipt, and shall be expended on conservation efforts both within the Property and elsewhere. Such conservation efforts may include, but are not limited to, acquisition of property in fee simple or via easement.

5.3. Conservation Assessment Properties. The Conservation Assessments will be collected and transferred to a fund overseen by the Conservation Advisory Committee, which will work with the Conservation Director and the Wildlife Mitigation Association to acquire, own, and maintain properties acquired in accordance with the terms of the approved Wildlife Mitigation Plan.

5.4. Wildlife Provisions. There is wildlife habitat in the area of Mayfield Springs. Damage to landscaping from wildlife shall be the responsibility of each individual Building Lot Owner and shall not be the responsibility of the State of Idaho or Elmore County. Neither Elmore County nor the State of Idaho will be liable for wildlife depredation. Capturing, trapping, killing or otherwise engaging in activities that threaten the protection of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons and their pets are prohibited. The foregoing shall not apply to rodents or other household nuisance pests on any Building Lot.

ARTICLE VI

DOMESTIC WATER SYSTEM

6.1. Water System. Each Building Lot shall have access to the Water System to be owned and operated by the Water Company, subject to the provisions of this Declaration. Any and all water rights appurtenant to the Property and which service the Water System shall be owned by the Water Company. Building Lot Owners shall have no right, title and/or interest in any water and water rights, including groundwater and groundwater rights, ditch and ditch rights, and storage and storage rights. Each Owner acknowledges that it does not have any right, title or interest in any such water or water rights or ditch or canal company or other water company shares or rights.

6.2. No Separate Water Supply. No individual domestic water supply system shall be permitted on any Building Lot. All Building Lots shall be subject to all connection requirements of the Water Company.

Instrument # 0000514790
ELMORE COUNTY, ID
03:09:54 PM
For CLARK WARDLE LLP
No. of Pages: 42
SHELLEY ESSL, Recorder
CG, Deputy
Electronically Recorded by Simplifile
Mar 20, 2025
Fee: \$133.00

**Master Declaration of Covenants,
Conditions & Restrictions
For
Mayfield Springs Planned Community**

MAYFIELD
SPRINGS