

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/12/07 03:32 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Alexandria Sub

AMOUNT 105.00 35



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**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS
& RESTRICTIONS
FOR
ALEXANDRIA SUBDIVISION**

NOTICE

THIS DOCUMENT IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH POTENTIAL RESIDENT AND OWNER OF PROPERTY WITHIN THE ALEXANDRIA SUBDIVISION SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND RESPONSIBILITIES OF ALL ALEXANDRIA SUBDIVISION PROPERTY OWNERS. THE GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, STATEMENTS OR INFORMATION **NOT** SET FORTH HEREIN OR IN ANY WRITTEN DOCUMENT EXECUTED BY GRANTOR. ANY REPRESENTATIONS OR WARRANTIES MADE BY ANY REAL ESTATE BROKER OR AGENT OR OTHER PERSON CONCERNING THE TOTAL OR THE TYPES OF ASSESSMENTS TO BE LEVIED AGAINST AN OWNER TO PAY FOR ANY ASPECT OF ALEXANDRIA SUBDIVISION SHOULD BE DISREGARDED IN THEIR ENTIRETY AND IN ALL EVENTS THE TERMS AND CONDITIONS OF THIS DECLARATION SHALL CONTROL. POTENTIAL RESIDENTS AND OWNERS ARE ADVISED TO REVIEW THIS DECLARATION WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO ACQUIRING A LOT.

**AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR ALEXANDRIA SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made on the last date herein below set forth, by L & K Development, Inc., an Idaho corporation, hereinafter referred to as "Declarant," and amends, restates and replaces that certain Declaration of Easements, Covenants, Conditions and Restrictions for Alexandria Subdivision, recorded in the records of Ada County, Idaho, on recorded on August 2, 2006 as Instrument No. 106124336.

WHEREAS, Declarant is the owner of certain real property in the County of Ada, State of Idaho, hereinafter referred to as the "Property," more particularly described as follows:

Lots 1 through 7 in Block 1; Lots 1 through 5 in Block 2; Lots 1 through 23 in Block 3; and Lots 1 through 4 in Block 4 of ALEXANDRIA SUBDIVISION, according to the Official Plat thereof, filed in Book 95 of Plats at Pages 11753 through 11754, Official Records of Ada County, Idaho.

WHEREAS, Declarant desires to establish certain covenants, conditions, restrictions, easements and reservations that will affect the rights and duties of all future Owners of the Property;

NOW, THEREFORE, Declarant hereby declares that all of said Property is and shall be held and conveyed upon and subject to the easements, conditions, covenants, restrictions, and reservations hereinafter set forth. Said easements, covenants, restrictions, conditions, and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them, and shall inure to the benefit of and be limitations upon all future Owners of said Property and upon each Lot in the Subdivision.

**ARTICLE ONE
Definitions**

1.1 "Architectural Control Committee" (also referred to as "ACC") and (Excluding the "Initial ACC Members" as defined in Article 7 below) shall mean a designated association of not less than three and not more than five individuals, plus the Declarant, which shall be appointed initially by the Declarant and thereafter by the Association, whose primary function shall be to ensure that each residence has been constructed according to the Plans and in compliance with this Declaration, and that any additional or subsequent improvement is applied for and approved in the manner required by this Declaration.

- 1.2 “Association” shall mean and refer to Alexandria Homeowners Association Incorporated, an Idaho non-profit corporation, its successors and assigns.
- 1.3 “Common Area” or “common area” shall mean and refer to those lots and appurtenant systems (including improvements thereon) which shall be owned and maintained by the Association, and which are held for the common , enjoyment, or benefit of all Owners and Members of residential lots. The intended common area lots and common systems are more particularly described in Article Eight of this Declaration.
- 1.4 “Declarant” shall mean and refer to L & K Development, Inc., an Idaho corporation, its successors and assigns. “Declaration” shall mean and refer to this recorded Declaration of Covenants, Conditions, and Restrictions for Alexandria Subdivision, according to the official Plat thereof, records of Ada County, Idaho, and shall include all Amendments to this Declaration and all Supplemental Declarations if the same are duly adopted and recorded. The Declaration may also be referred to as the Subdivision “CC&R’s.”
- 1.5 “Easements” and “Utility Corridors” shall mean and refer to those certain areas on a lot which are reserved for the location of utilities, drainage, common systems, and rights of ingress and egress for specific purposes, as indicated or noted on the Plat, or as required by law, or as otherwise provided for in this Declaration, or which are granted by Declarant or an Owner subsequent to the recording of the Plat.
- 1.6 “Highway District” shall mean Ada County Highway District, or “ACHD,” who may be entitled to access to storm drainage systems located on certain common area lots, and who may maintain drainage facilities located in public rights of way in addition to the public roads within the Subdivision.
- 1.7 “Irrigation District” shall mean an irrigation district duly organized under Idaho law who shall supply irrigation water appurtenant to the Subdivision, which shall then be delivered by a Service Provider and apportioned to each lot Owner through a pressurized water system, in a manner set forth in Article Six.
- 1.8 “Lot” or “lot” shall mean and refer to any plot of land identified in the recorded Alexandria Subdivision Plat, official records of Ada County, Idaho. Lots shall be further identified as “residential lots” or as “common area lots.”
- 1.9 “Member” or “member” shall mean and refer to each person who holds membership in the Association as a result of being an Owner of a residential lot. (e.g. If title to a residential lot is vested in John Doe and Sally Doe, husband and wife, then both John Doe and Sally Doe are members, even though there is only one joint Owner.) The Association shall recognize two member classes, to-wit: “Class A Members” and “Class B Members.” A further definition of each class and their respective rights, duties and differences are more fully set out in Article Four of this Declaration. Declarant is the only “Class B Member.”

1.10 "Mortgage" shall mean and refer to any mortgage or deed of trust, or special security devise, granted to secure a loan against a residential lot. "Mortgagee" shall mean and refer to the person or entity holding a mortgagee's security under a mortgage and shall include a beneficiary under a deed of trust. "Mortgagor" shall mean and refer to the person who granted a mortgage as security against a residential lot, and shall include the grantor of a deed of trust.

1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any residential lot in the Subdivision, including contract buyers, but shall not include a mortgagee. A "homeowner" shall mean and refer to an Owner who resides upon a residential lot as his and/or her primary residence. Even though the Association is the owner of common area lots, it is not an Owner as generally referenced in this Declaration, and it is not a Member.

1.12 "Plans" shall mean and refer to a set of building plans and specifications drawn to reflect the improvements that will be constructed on a residential lot, as approved by Declarant.

1.13 "Plat" shall mean the recorded plat of Alexandria Subdivision, official records of Ada County, Idaho, and shall include all amendments to that plat.

1.14 "Service Provider" shall mean either the Irrigation District or another entity formed by the Declarant or that has contracted with the Declarant or the Association to own and/or operate, maintain, and repair the pressurized irrigation system and make corresponding assessments, all according to Article Six.

1.15 "Setback" shall mean and refer to that particular part of a residential lot where the Owner is prohibited from constructing certain improvements for a prescribed distance from a lot boundary line as indicated or noted on the Plat, or as restricted by law, or as otherwise restricted by this Declaration.

1.16 "Subdivision" shall mean Alexandria Subdivision, according to the official Plat thereof.

ARTICLE TWO

General Development and Use Restrictions

2.1 Land Use. Each residential lot in this Subdivision shall be used solely for residential purposes, and shall not be used for the general conduct of trade, business, or professional activities. Each common area lot in this Subdivision shall be used for the purposes set out in Article Eight, and for similar purposes for the common benefit of all Members. Limited business activities may be conducted on a residential lot (and temporarily on a common area lot) under the following circumstances:

a. No business or home occupation shall be conducted on any lot within the Subdivision except for a home office that: (1) is not visible to the public; (2) does not

generate third party traffic; (3) is used for purposes that can be accomplished by means of telephone or electronic communications, and/or by mail; and (4) is not otherwise prohibited by the laws of the City of Meridian, Ada County, or the State of Idaho, and/or by another covenant in this Declaration.

b. Declarant is authorized to construct a temporary building or set up a mobile office on a residential lot or a common area lot, as a temporary Subdivision office to conduct business activities pertaining solely to the development of the Subdivision and/or to aid the sales of residential lots, which use shall cease when those activities are complete.

c. The construction trades shall be permitted to construct or use temporary facilities on a residential lot solely for the purpose of aiding in the construction of a residence on a lot, or an improvement to a common area lot, which use shall cease when the construction is complete.

2.2 Residence Construction. Each Owner, to include each contractor, builder, or agent for any Owner, who intends to construct a residence or improve an existing residence on any lot, shall do so only if the following conditions have been met:

a. The Owner has first received a set of Plans approved by the ACC; and the Owner therefore constructs the improvements according to the approved Plans; and,

b. Each residence constructed on a lot shall be a "single-family" dwelling as defined by building codes applicable to the City of Meridian, which shall have a garage with at least two (2) bays for vehicle storage; and,

c. Each residence shall only be constructed if the Owner, including any contractor, builder, or agent acting on behalf of the Owner, has obtained a building permit from the City of Meridian and any other governmental agency with jurisdiction over residential construction on a lot.

d. All residential construction, including outbuildings and all other residential accommodations, shall strictly follow all of the covenants, conditions, and restrictions in this Declaration, including all requirements established by the Plans approved by the ACC.

2.3 Setbacks and Utility Corridors. Each residence shall be constructed within the minimum setback regulations as established by the City of Meridian and those that are described or noted on the Plat or otherwise described in this Declaration, whichever are more restrictive. Unless otherwise required by the City of Meridian, each Lot shall have (1) a 10' minimum Setback from any public or private right of way, including without limitation the Alley, and Alexandria Court as identified on the Plat, (2) a 5' minimum Setback from the side yard boundary lines of all Lots excluding Lots 1 through 4 in Block 4; (3) excluding Lots 2 and 6 in Block 1, a 10' minimum Setback from any common area lot; (4) an 18' minimum Setback from the Alley on Lots 2 through 6 in Block 1 and Lots 1

through 5 in Block 2; (5) a 15' minimum Setback from the rear lot line of Lots 11 through 14 in Block 3; and (6) a 10' minimum Setback from the exterior boundary of the Subdivision. An Owner shall not place any permanent obstruction in any Setback, Utility Corridor or Easement identified or noted on the Plat, nor in an area of restriction otherwise identified in this Declaration. Said permanent obstructions shall not include landscaping, driveways and patios approved in writing by the ACC. Utility Corridors and Easements are hereby established over and across the Setbacks referred to in this Declaration, reserving that space for public utilities, drainage and irrigation lines, Association maintained landscaping, including access to and maintenance of the same.. These Utility Corridors and Easements are non-exclusive, perpetual, and appurtenant to each respective Lot, and include use and benefit rights and duties conferred upon and granted to the Association.

2.4 Landscaping. The following provisions shall govern the landscaping of all residential lots in this Subdivision:

a. Declarant, at its sole cost, and as a part of each residential lot sale price shall install, and the Association shall maintain, a "grass strip" within all Setback areas that are adjacent to common area lots 10 and 15 of Block 3, including the rear Setback areas of Lots 2-9 and 16 -23 of Block 3, the south side yard Setback area of Lot 4 Block 3, the east side yard Setback area of Lot 11 Block 3, the west side yard Setback area of Lot 14 Block 3 and the south side yard Setback of Lot 21 Block 3. The depth (in lineal feet) of said grass strips and areas shall be identified on the building Plans as approved by the ACC. Declarant shall not be required to install said grass strips or areas on any of the above referenced residential lots until the residence on such residential lot is complete. The Declarant, at its sole cost and in its sole discretion, may install any other landscaping it deems appropriate in such Setback areas.

In addition to the foregoing, Declarant shall also install, and the Association shall maintain a twenty foot (20') "grass strip" along the east boundary line of Lots 1, 3 and 4 of Block 4.

Declarant shall also install the pressurized irrigation lines and sprinkler heads necessary to irrigate all common area lots within the Subdivision including each grass strip areas referred to above in this Section 2.4(a). Notwithstanding the foregoing, the pressurized irrigation shall be stubbed in at each residential Lot within the subdivision at Declarant's sole cost as set forth in Article 6 below and as otherwise indicated on the Plat. Each such grass strip area, and the pressurized irrigation lines and heads to be installed therein by Declarant shall be maintained by the Association in "common" with its other maintenance duties to common area lots. Each Owner hereby grants to the Declarant a limited access easement to install such grass strip areas and irrigation lines, and thereafter grants to the Association a limited access easement to maintain each grass strip and to maintain the pressurized irrigation system in each grass strip area installed by Declarant. Notwithstanding that it is the duty of the Association to maintain each grass strip area, each Owner/Member shall not take any action that will damage a grass strip and/or the irrigation systems to the grass strip areas, and agrees that the Owner shall be liable to the Association for any damage

caused by any Owner, Member, guest, or invitee to a grass strip area resulting from abnormal use.

b. Excluding items to be installed by Declarant as otherwise provided in this Declaration, the builder of any residence on a residential lot shall at its sole cost and expense connect to the Subdivisions pressurized sprinkler system and install a sprinkler system servicing such residential lot and shall install all yards and landscaping located in the front, side and rear Setback and yard areas as approved in writing by the ACC. Such written approval shall be obtained prior to the commencement of construction of such residence. Such irrigation system, yards and landscaping shall be installed and operational prior to the closing of any sale or long term financing of such residence. Owners shall be responsible for the proper care and maintenance of its personal sprinkler system and all trees, shrubs and flower beds located on their lots, excepting grass areas to be maintained by the Association and such landscaping located within the private side courtyard easement areas that are otherwise required to be maintained by the easement owner. After receiving approval of the private sprinkler system, no Owner shall alter such system without the prior written approval of the ACC.

c. All accessible grass areas located on a residential lot that are not enclosed by an approved fence or other structure shall be mowed and maintained by the Association in "common" with the Association's other maintenance duties to common area lots.

Notwithstanding the foregoing sentence, the only grass areas that will be maintained by the Association on Lots 1, 2, 3 and 4 of Block 4 according to the foregoing sentence shall be as follows: (1) the twenty foot (20') "grass strip" along the east boundary line of Lots 1, 3 and 4 of Block 4 referred to in Section 2.4(a) above; (2) a grass strip area on the south side of the residence to be built on Lot 1 Block 4 that extends west from the above referenced twenty foot (20') "grass strip" to the south-west corner of the residence built on Lot 1 Block 4; (3) a grass strip located on the east side of the residence to be built on Lot 2 Block 4 that extends from the north property line to the driveway located on Lot 2 Block 4; and (4) all of the grass areas located on Lot 3 Block 4. The Owners of said Lots shall be responsible for maintaining the remainder of their Lots in compliance with this Declaration.

Each Owner hereby grants to the Declarant a limited access easement to maintain such grass areas and to maintain the common pressurized irrigation system that may be located on such Owner's lot. Notwithstanding that it is the duty of the Association to maintain such grass areas and the common pressurized irrigation system, each Owner/Member shall not take any action that will damage the grass areas or the common irrigation systems, and agrees that the Owner shall be liable to the Association for any damage caused by any Owner, Member, guest, or invitee to such grass areas or common pressurized irrigation systems resulting from abnormal use.

d. Upon written approval from the ACC, an Owner may install, replace, add or modify privacy and/or landscaping features located on its

residential lot provided that (1) they do not interfere with the normal mowing and maintenance roles of the Association, (2) they will not increase Association maintenance costs, and (3) they will not result in fence look or walling off of the Owner's property from an adjacent common area lot. Before an Owner shall be entitled to install, replace, add or modify any privacy and/or landscaping feature located on its lot, the Owner shall first make written application to the ACC, which application shall enclose a drawing or plans showing the look of the request and the materials to be used. The decision to grant or deny the application for any such installation, replacement, addition or modification shall be in the sole discretion of the ACC, and the decision of the ACC shall be final, and is not subject to any judicial review without a showing that the ACC's decision is arbitrary or capricious.

e. Each Owner shall be entitled, at the Owner's sole and separate cost, and upon written approval from Declarant (or ACC), to install, replace or modify limited landscaping elements in the Owner's private courtyard easement areas located in the interior side of each residential lot as more particularly defined in Article 3 below. The limited landscaping elements permitted in these areas may include controlled growth shrubs and plants, potted plants and flowers, and controlled ground cover that can be irrigated by a separate drip styled irrigation system, and may also include walking pavers, stones, statues and courtyard art, but shall not include grass strips that require lawn styled sprinkling and maintenance. A minimum of sixty percent (60%) of each such private interior courtyards shall be covered by a hard surface approved in writing by the ACC (such as pavers or colored and stamped concrete). Each Owner shall maintain his courtyard and courtyard landscape features, and the Association shall not have any obligation to provide any maintenance in these courtyard areas. Notwithstanding the foregoing, the Association and any utility provider are hereby granted a maintenance and access easement to and through such courtyard areas to maintain or repair any utility or irrigation line.

f. Declarant, at its sole and separate cost, may but shall not be required to landscape certain common area lots for those uses more fully described in Article Eight, unless it is required by the final Subdivision plat or conditions of approval for the subdivision. Declarant specifically reserves the right to select as a part of this landscaping obligation, and in its sole discretion, the number, location, types and sizes of all trees, shrubs and plants, as well as the decision to add other landscaping features in common area lots, including but not limited to walking paths, rest spots, benches, and gazebos. Once landscaping features are provided by Declarant in common area lots, the maintenance of those landscaping features shall thereafter be the sole and separate responsibility of the Association, unless otherwise stated in this Declaration.

2.5 Fences.

- a. Existing. Each Owner recognizes that there is a vinyl Subdivision boundary fence along the north and west perimeter boundaries of the Subdivision. These boundary fences were not constructed by Declarant, but were intended to be placed on Subdivision boundary lines. These fences will not belong to an Owner, are not considered an Owner's fence, but each Owner agrees they are existing and permitted fences for this Subdivision. A lot Owner shall not have a responsibility to maintain this boundary fence, nor does the Association. Notwithstanding the foregoing, an Owner shall be responsible for any damage it causes to such fence.

- b. Required. Within thirty (30) days of completion of the homes located on Lots 11 through 14 in Block 3, the Owner thereof shall install matching 6' vinyl side fencing that encloses the back yard of such Owner's Lot as set forth below. Said back yard fences shall comply with all Setback requirements set forth in this Declaration and shall provide access adequate to allow the Association to enter to perform any maintenance or repair that is required to common irrigation systems or utilities. The fence to be located on the east side of the back yard of Lot 11 Block 3 shall be placed so that it runs south from the northeast corner of Lot 11 Block 3 for no more than 40 feet along the easterly boundary line of Lot 11 Block 3. The fence to be located on the west side of the back yard of Lot 14 Block 3 shall be placed so that it runs north from the north-west corner of the residence and connects perpendicularly to the existing north Subdivision boundary fence. The back yard fences separating Lot 11 Block 3 from Lot 12 Block 3, and Lot 12 Block 3 from Lot 13 Block 3, and Lot 13 Block 3 from Lot 14 Block 3 shall be placed on the Lot lines perpendicular to the existing north Subdivision boundary fence, with side fences that run perpendicularly from the respective northwest or northeast corner of each residence to the respective lot boundary line. Said interior fences shall not extend south past the respective northwest or northeast corner of a residence.

- c. Permitted. The Owner of Lot 1 Block 4 may install a matching 6' vinyl fence from the northeast corner of the home north to the existing north Subdivision boundary fence and along the full length of its west boundary. Lot 4 Block 4 may install a solid vinyl fence along the west and south boundary of Lot 3 Block 4. The Owner of Lot 5 Block 1 may install a solid privacy fence along the east boundary line of said lot. The Owner of Lot 6 Block 1 may install a solid privacy fence along the east boundary line of said lot. The foregoing described fences are subject to all Setback requirements, shall be otherwise in compliance with the terms of this Declaration and the location, type, color and height shall be approved in writing by the ACC prior to installation.

Additionally, Declarant reserves the right for the Owner of Lot 4 in Block 4 of the Subdivision to install a fence along the west and south boundary line of Lot 4 in Block 4.

If installed, the maintenance of that fence shall be the sole and separate responsibility of the Owner of Lot 4 in Block 4, and the Association shall not have any duty to maintain it.

d. Declarant may but shall not be required to establish a Subdivision boundary fence (a vinyl, four-rail fence) along the south side of the Subdivision to the southeast corner of Lot 4 in Block 4. This south side boundary fence shall belong to the property owner to the south of the Subdivision and the Declarant and the Association shall have no responsibility to maintain, repair, or replace it.

Declarant may, but shall not be required to place a decorative, wrought iron style fence along the berm located on Lot 7 in Block 1 of the Subdivision. This decorative fence if and when installed, shall belong to the Association as a common feature, and the Association shall maintain, repair, and replace it as the Association shall decide.

e. Excluded. No other fences or gates are permitted on any residential Lot unless they are pre-approved by the ACC, and are 3'-5' wrought iron or combination short masonry wall with wrought iron on top. Such fences or gates may include wrought iron privacy side gates to prevent general public access through an Owner's courtyard area.

2.6 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the other lot Owners.

2.7 Signs. No sign of any kind shall be displayed to the public view on any lot except one temporary sign of not more than five (5) square feet advertising a property for sale or rent, or signs used by a builder or the Declarant to advertise the property during the initial construction and sales period. The names of resident Owners may be displayed on a name and address plaque attached to the residence or the mailbox.

2.8 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All facilities for the storage or disposal of such material shall be kept in a clean and sanitary condition and out of public view. Notwithstanding the forgoing or any other provision set forth in the Declaration to the contrary, the only trashcans allowed to be used in the Alexandria Subdivision are the trashcans that are then offered and provided by the sanitary service provider servicing the Alexandria Subdivision at the time (the "Trashcans"). As of the date hereof Meridian Sanitary Services is the sanitary service provider and they offer and provide rolling 95 gallon, "toter" style Trashcans. No Owner shall use or maintain more than two (2) Trashcans on a Lot. Excepting the placement of Trashcans in the public view in preparation for scheduled trash pick-up by the local sanitary service provider, all Trashcans and other similar sanitary containers or recycling containers shall kept in a clean and sanitary condition and out of public view. Each Owner shall be solely responsible for the costs and expenses associated with the use and maintenance of their respective Trashcans.

2.9 Permitted Use of Vehicles and Recreational Equipment. Except for temporary periods during daylight hours, no Owner, Member, Tenant, or visitor shall park any

business or commercial vehicle, any transportation vehicle which is not operable or which is non-working or unsightly, or any operable transportation vehicles on any part of the Subdivision or lot unless the same is fully garaged. An Owner shall not park a vehicle with a "for sale" sign on any lot or adjacent street. Excluding Lots 2 and 4 of Block 4, an Owner may not store any recreational equipment, including but not limited to boats, jet skis, ski-doo's, RVs, mobile homes, snowmobiles, three wheelers, four wheelers, transport trailers, motorcycles; and the like, on a residential lot, unless that recreational vehicle or recreational equipment is stored inside a garage on a lot. The Owner of Lot 4 in Block 4 may also park one vehicle or recreational vehicle on the driveway servicing the home located thereon. The Owner of Lot 2 Block 4 may install a cement pad on the north or west side of its home for the purpose of storing recreational vehicles and equipment, provided such vehicles and equipment are not visible from North Supai Avenue. There shall be no on-street parking within the Subdivision. Notwithstanding the foregoing, visitors may park on any right of way within the Subdivision except on the Alley or on Alexandria Court identified on the Plat. Such on-street parking by visitors shall be subject to the time limitations set forth above.

2.10 Motor Homes/Recreational Vehicles. Except as provided in Section 2.9 above, and except for the purpose of loading or unloading, an Owner shall not park a motor home or "RV" on a lot or adjacent street. A visitor of any Owner shall be permitted to park a motor home at the Owner's lot or dwelling for a period not to exceed four (4) consecutive days.

2.11 Hazardous Activities. No activity shall be conducted on or in any residence, lot, or common area that is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearm shall be discharged upon said property, and no open fire shall be lighted or permitted on any property except in a self-contained barbecue unit in the courtyard area while attended and in use for cooking purposes, or within a safe and operational interior fireplace. Notwithstanding the foregoing, fire pits approved in writing by the Declarant or the ACC shall be permitted.

2.12 Lights and Sound, Generally. No Owner shall install lights which emit an offensive glare or that direct light beyond the boundary lines of such Owner's lot. Such exterior lighting shall have appropriate shielding or covers to prevent direct light from being emitted onto any adjacent lot or residence. Indirect emissions are acceptable. Subject to the foregoing restrictions, an Owner may install a courtyard security light which can be continuously operated by the Owner from one hour after dusk to one hour before dawn. No sound shall be emitted from any lot which is unreasonably loud or annoying, and no odors shall be emitted from any lot which are noxious or offensive to others.

2.13 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Notwithstanding the foregoing, an Owner or tenant may keep not more than two (2) dogs and two (2) cats on a lot, provided that they are not kept, bred, or maintained for any commercial purpose and further provided that the keeper of such pets complies with all laws, rules, and regulations of the City of Meridian and Ada County, including rules promulgated from time to time by the Association.

Furthermore, pet dogs and cats shall be properly fed and cared for, and the keeper shall not allow pet dogs and cats to run at large. Furthermore, no dog shall be kept on a lot if that dog is vicious, dangerous or unreasonably bothers or constitutes a nuisance to other Owners of lots because of excessive barking or howling. Furthermore, each Owner or tenant who takes a permitted pet into a common area shall maintain control over that pet at all times, and shall remove and dispose of all fecal waste left by the pet in a common area. Pit Bulls, Rottweillers and Doberman Pinchers shall not be allowed in the Subdivision without the express written consent of the Board of Directors, which consent may be withheld in its sole discretion.

2.14 Reconstruction. In any case where it is necessary to reconstruct a residence or make any improvement to a residence on a lot, that reconstruction or improvement shall be prosecuted diligently, continuously, and without delay from time of commencement thereof until such structure is fully completed, unless prevented by cause beyond control and only for such time as such cause continues. If there is still an operating ACC, the plans to reconstruct or to make an additional improvement shall be submitted to the ACC for written approval before the reconstruction improvement is commenced. If there is no operating ACC then in existence, the Owner shall submit all reconstruction/improvement plans to the City of Meridian and obtain a building permit before the reconstruction/improvement is commenced. Any damage caused by construction or reconstruction to any amenity or improvement on or within an Owners lot or privacy courtyard/patio easement area will be restored at the expense of the homeowner causing the damage.

2.15 Basketball hoops/standards: No portable or fixed basketball hoops or standards shall be allowed in the subdivision.

2.16 Renting/Leasing: No residential dwelling within the Subdivision shall be rented or leased to a person or entity without the prior written approval of the Board of Directors, which approval shall not be unreasonably withheld. Notwithstanding the foregoing the Board of Directors may withhold such approval if an Owner has never occupied such residence as its primary residence or such Owner's primary reason for the acquisition of such residence or the renting or leasing thereof, was to rent or lease such residence for investment or income producing purposes.

2.17 Registered Sex Offenders. No registered sex offender shall occupy or otherwise reside on or in any part of the Subdivision. In addition to any other rights or remedies the Association may have under this Declaration for violation of this provision, including without limitation, obtaining negative or affirmative injunctions against an occupying Owner that is a registered sex offender or an Owner that is allowing a registered sex offender to reside on or occupy such Owner's Lot, such violating Owner shall also be assessed a limited assessment under Article 5 hereof in the amount of \$100 for every day that such registered sex offender occupies or otherwise resides in the Subdivision. Such limited assessment shall be a continuing lien on such violating Owner's Lot and shall be enforced and/or foreclosed as otherwise set forth in Article 5.

2.18 Antennae and Satellite Dishes. The location of all antennae or satellite dishes installed on a residence within the Subdivision shall be pre-approved by the ACC prior to installation

2.19 Garage Doors. Garage doors shall remain closed except when opened for a temporary purpose.

2.20 Obscure Window Glass. Every window opening that faces the Side Yard/Courtyard Easement of another Owner as such Side Yard/Courtyard Easements are described in Section 3.4 of the Declaration, shall be a fixed pane window and shall be glazed with obscure glass for privacy purposes. By way of example only and without creating any limitations, exceptions or exclusions, the windows on the residence located on Lot 3 Block 1 that face Lot 2 Block 1 shall be a fixed pane window and shall be glazed with obscure glass. Additionally, every Lot that is subject to a Side Yard/Courtyard Easement of another Owner as such Side Yard/Courtyard Easements are described in Section 3.4 of the Declaration, shall screen its backyard patio from the view of the Owner of the Side Yard/Courtyard Easement. Said screen shall be constructed using the same materials and colors used on the exterior of the house it is connected to so that the screen appears to be a continuation of the outside wall to which it is connected. Said screen shall be six feet six inches tall from the top surface of the patio and shall extend from the corner of the house to the outside corner of the patio, and the bottom of said screen may be up to six (6) inches above the patio surface.

2.21 Parking Variance. Notwithstanding the parking restrictions set forth elsewhere within this Declaration, the Association will allow an Owner to park one (1) vehicle in an Owner's driveway if the following conditions exist. Such variance from the parking restrictions is permissive only, and is subject to the further limitation set out in subparagraph (d) below:

- a. A parent or other relative who is fifty-five (55) years of age or older resides with the Owner, and that person owns and drives a vehicle; and
- b. The addition of this vehicle would create a total of three (3) vehicles on the premises; and
- c. The other two (2) vehicles on the premises are parked in the garage at the time.

d. The Association may revoke the permissive parking of a third vehicle if, in the sole discretion of the Association Board, parking of such vehicle is unsightly, or the permission is abused. By way of illustration, but without limitation, abuse of the privilege includes parking a vehicle in the driveway for an extended period when there is only one (1) vehicle parked in the Owner's garage. The primary purpose of the variance is to mitigate hardship to Owners whose parent or other relative must reside with them due to their financial circumstances, and the Association Board may limit the permissive parking of a third vehicle to situations in which this primary purpose is served.

2.23 Walking Paths. Paved paths established in the common areas of the Subdivision are restricted to walking and/or jogging. The use of bicycles, tricycles, roller blades,

skateboards or other mechanized forms of transportation is not permitted on the walking paths. This restriction does not apply to wheel chairs, walkers, or other means of assistance for handicapped persons

ARTICLE THREE
Utilities and Easements

3.1 Utility Services. All lots shall be served with underground utility lines for power, gas, water, sewer, and telephone services; which utilities shall be installed in the streets or in a Utility Corridor or Easement right-of-way. The costs of bringing these services to the Owner's lot shall be the sole and separate cost of the Declarant, and Declarant is entitled to recover any and all connection fees or escrowed funds advanced by Declarant to any respective utility provider, if any, to bring these services to the lots of the Subdivision. The Owner, or the Owner's builder constructing an Owner's residence, shall be liable for any additional costs for final hookups charged by a utility company as a condition precedent to final connection as well as any other utility service not supplied by Declarant.

3.2 Platted Easements. Declarant reserves a right-of-way or easements as shown and/or noted on the Plat of the Subdivision for the purpose indicated thereon and for constructing water mains, electric distribution lines, sewer lines, gas pipelines, pressurized irrigation lines, and such other public utilities as may be necessary, convenient, and desirable for the Owners of lots within the Subdivision, and for access to and maintenance thereof.

3.3 Lot 2, Block 4 Easement. The Owner of Lot 2 in Block 4 hereby grants to the Owner of Lot 1 in Block 4 a non-exclusive ingress and egress easement over and across that certain 20' X 150' area depicted on the Plat and described therein as that "20 X 150 common drive easement to benefit Lots 1 and 2, Block 4." Said easement shall be for the sole purpose of ingress and egress to and from Lot 1 in Block 4, and shall not be used for parking, storage or any other purpose. The Owners of Lot 1 in Block 4 and Lot 2 in Block 4 shall each be responsible for one-half (1/2) of the costs to maintain and repair the paved surface of such easement area. The Owners of Lot 1 in Block 4 and Lot 2 in Block 4 shall mutually agree as to the timing and scope of such maintenance and repair. Should such Owners fail to reach a mutually acceptable agreement regarding the foregoing maintenance and repair, the Declarant or the ACC shall make the final decisions as to the scope and timing of such maintenance and repair. The Owners of Lots 3 and 4 of Block 4 shall have no right to use such easement area, and are hereby prohibited from entering upon or otherwise using said easement.

3.4 Side Yard/Courtyard Easements.

a. The Owner of Lot 3 in Block 1 hereby grants to the Owner of Lot 2 in Block 1, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 3 that is located adjacent to the west boundary line of Lot 3 and that extends five (5) feet into Lot 3 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner

of Lot 2 in Block 1 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 2 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 3 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

b. The Owner of Lot 4 in Block 1 hereby grants to the Owner of Lot 3 in Block 1, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 4 that is located adjacent to the west boundary line of Lot 4 and that extends five (5) feet into Lot 4 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 3 in Block 1 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 3 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 4 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

c. The Owner of Lot 5 in Block 1 hereby grants to the Owner of Lot 4 in Block 1, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 5 that is located adjacent to the west boundary line of Lot 5 and that extends five (5) feet into Lot 5 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 4 in Block 1 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 4 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 5 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

d. The Owner of Lot 6 in Block 1 hereby grants to the Owner of Lot 5 in Block 1, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 6 that is located adjacent to the west boundary line of Lot 6 and that extends five (5) feet into Lot 6 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 5 in Block 1 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 5 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 6 from entering said easement area for the purposes of

maintaining its residence or related or necessary improvements or in the event of an emergency.

e. The Owner of Lot 2 in Block 2 hereby grants to the Owner of Lot 1 in Block 2, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 2 that is located adjacent to the west boundary line of Lot 2 and that extends five (5) feet into Lot 2 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 1 in Block 2 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 1 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 2 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

f. The Owner of Lot 3 in Block 2 hereby grants to the Owner of Lot 2 in Block 2, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 3 that is located adjacent to the west boundary line of Lot 3 and that extends five (5) feet into Lot 3 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 2 in Block 2 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 2 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 3 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

g. The Owner of Lot 4 in Block 2 hereby grants to the Owner of Lot 3 in Block 2, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 4 that is located adjacent to the west boundary line of Lot 4 and that extends five (5) feet into Lot 4 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 3 in Block 2 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 3 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 4 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

h. The Owner of Lot 5 in Block 2 hereby grants to the Owner of Lot 4 in Block 2, that certain easement identified on the Plat as a "5' Private open area easement to

benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 5 that is located adjacent to the west boundary line of Lot 5 and that extends five (5) feet into Lot 5 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 4 in Block 2 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 4 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 5 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

i. The Owner of Lot 2 in Block 3 hereby grants to the Owner of Lot 3 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 2 that is located adjacent to the south boundary line of Lot 2 and that extends five (5) feet into Lot 2 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 3 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 3 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 2 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

j. The Owner of Lot 3 in Block 3 hereby grants to the Owner of Lot 4 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 3 that is located adjacent to the south boundary line of Lot 3 and that extends five (5) feet into Lot 3 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 4 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 4 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 3 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

k. The Owner of Lot 5 in Block 3 hereby grants to the Owner of Lot 6 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 5 that is located adjacent to the west boundary line of Lot 5 and that extends five (5) feet into Lot 5 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 6 in Block 3 for the sole purpose of a private courtyard or patio as further

described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 6 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 5 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

l. The Owner of Lot 6 in Block 3 hereby grants to the Owner of Lot 7 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 6 that is located adjacent to the west boundary line of Lot 6 and that extends five (5) feet into Lot 6 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 7 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 7 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 6 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

m. The Owner of Lot 7 in Block 3 hereby grants to the Owner of Lot 8 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 7 that is located adjacent to the west boundary line of Lot 7 and that extends five (5) feet into Lot 7 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 8 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 8 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 7 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

n. The Owner of Lot 8 in Block 3 hereby grants to the Owner of Lot 9 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 8 that is located adjacent to the west boundary line of Lot 8 and that extends five (5) feet into Lot 8 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 9 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 9 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 8 from entering said easement area for the purposes of

maintaining its residence or related or necessary improvements or in the event of an emergency.

o. The Owner of Lot 11 in Block 3 hereby grants to the Owner of Lot 12 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 11 that is located adjacent to the west boundary line of Lot 11 and that extends five (5) feet into Lot 11 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 12 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 12 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 11 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

p. The Owner of Lot 12 in Block 3 hereby grants to the Owner of Lot 13 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 12 that is located adjacent to the west boundary line of Lot 12 and that extends five (5) feet into Lot 12 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 13 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 13 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 12 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

q. The Owner of Lot 13 in Block 3 hereby grants to the Owner of Lot 14 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 13 that is located adjacent to the west boundary line of Lot 13 and that extends five (5) feet into Lot 13 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 14 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 14 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 13 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

r. The Owner of Lot 16 in Block 3 hereby grants to the Owner of Lot 17 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement

to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 16 that is located adjacent to the west boundary line of Lot 16 and that extends five (5) feet into Lot 16 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 17 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 17 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 16 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

s. The Owner of Lot 17 in Block 3 hereby grants to the Owner of Lot 18 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 17 that is located adjacent to the west boundary line of Lot 17 and that extends five (5) feet into Lot 17 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 18 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 18 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 17 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

t. The Owner of Lot 18 in Block 3 hereby grants to the Owner of Lot 19 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 18 that is located adjacent to the west boundary line of Lot 18 and that extends five (5) feet into Lot 18 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 19 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 19 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner’s use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 18 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

u. The Owner of Lot 19 in Block 3 hereby grants to the Owner of Lot 20 in Block 3, that certain easement identified on the Plat as a “5’ Private open area easement to benefit the lot adjacent to and adjoining the easement,” and more particularly described as follows: an easement over and across that portion of Lot 19 that is located adjacent to the west boundary line of Lot 19 and that extends five (5) feet into Lot 19 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 20 in Block 3 for the sole purpose of a private courtyard or patio as

further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 20 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 19 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

v. The Owner of Lot 22 in Block 3 hereby grants to the Owner of Lot 21 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 22 that is located adjacent to the south boundary line of Lot 22 and that extends five (5) feet into Lot 22 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 21 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 21 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 22 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

w. The Owner of Lot 23 in Block 3 hereby grants to the Owner of Lot 22 in Block 3, that certain easement identified on the Plat as a "5' Private open area easement to benefit the lot adjacent to and adjoining the easement," and more particularly described as follows: an easement over and across that portion of Lot 23 that is located adjacent to the south boundary line of Lot 23 and that extends five (5) feet into Lot 23 and that runs the length of the residence constructed thereon. Such easement shall be used by the Owner of Lot 22 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 22 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 23 from entering said easement area for the purposes of maintaining its residence or related or necessary improvements or in the event of an emergency.

x. The Owner of Lot 10 in Block 3 hereby grants to the Owner of Lot 11 in Block 3, an exclusive easement over and across that portion of Lot 10 that is located adjacent to the west boundary line of Lot 10 and runs north from a point 40 feet north of the southwest corner of Lot 10 the distance of fifty (50) feet along said west boundary and extends eight (8) feet in an easterly direction into Lot 10 from the west boundary of Lot 10. Such easement shall be used by the Owner of Lot 11 in Block 3 for the sole purpose of a private courtyard or patio as further described in Section 2.3, 2.4(b), and 2.4(e) above. The Owner of Lot 11 shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as the result of such Owner's use of said courtyard easement. Said easement shall not prevent or prohibit the Owner of said Lot 10 from entering said easement area for the purposes of maintaining its common area property or related common systems or related or necessary improvements or in

the event of an emergency. The Owner of said Lot 11 may install a wrought iron style fence around the perimeter of said 50'x8' easement area. Said fence shall not be greater than four (4) feet in height and the location and style shall be approved in writing by the ACC prior to installation. All improvements placed within said 50'x8' easement area by the Owner of Lot 11 shall be approved in writing by the ACC prior to installation and otherwise in compliance with the terms of the Declaration. The Owner of Lot 11 shall be solely responsible for any and all maintenance, liability, costs or expenses related to such improvements.

3.5 Utility Power Line Easement. Declarant reserves an easement for a power line to serve a water feature as follows: A five (5) foot strip commencing at the south west corner of Lot 11, Block 3 and running north over and across Lot 11, Block 3 along its west boundary to its northwest corner; then a seven (7) foot strip running east over and across the south boundary of Lot 10 Block 3. Declarant and/or the Association shall be solely responsible for any and all maintenance, liability, costs or expenses incurred as a result of their use of said utility power line easement.

ARTICLE FOUR Homeowners Association

4.1 Organization of Association. Declarant shall organize an entity to be known as Alexandria Homeowners Association Incorporated, an Idaho not for profit corporation, hereinafter the "Association," and shall file Articles of Incorporation and adopt By-Laws for the Association corporation that are not inconsistent with the terms of this Declaration. The Association's duties and powers shall be more particularly described in the Articles of Incorporation and its By-Laws.

4.2 Members. Every residential lot Owner, including the Declarant, merely by being an Owner of a residential lot, but only for as long as that residential lot ownership is maintained, shall be a Member of the Association. A Member's share is not assignable, and is appurtenant to the ownership of a lot. A Member's interest shall not be transferred, pledged, or alienated in any manner, and shall always be subject to the terms and conditions of this Declaration and the Articles and By-Laws of the Association.

4.3 Overview of Association Management. The Association shall have two primary areas of responsibility. One area is the business side of the Association. Here, the Association shall take care of the maintenance responsibilities of common lots, common elements, and common systems. The other area of responsibility is to oversee the sharing of common areas and the enforcement of those covenants that proscribe or limit an individual Owner's behavior.

The Association shall oversee these areas of responsibility with a Board of Directors and such officers as they may appoint. Board of Directors shall mean a designated board of Owners consisting of not less than two and not more than five individual Owners, plus the Declarant. The Board of Directors shall be appointed

initially by the Declarant and thereafter by the members of the Association by way of a general election of the Association. The Board of Directors shall appoint such officers as it deems necessary. Nevertheless, the Association, through its Board of Directors, may discharge the detail of these areas of responsibility by means of a contract with a property management company for all or part of the services needed, and may form such committees or subcommittees within the Association as it deems necessary. Declarant shall remain on the Board so long as it owns a lot within the Subdivision. Notwithstanding the foregoing, the Declarant may resign from its position on the Board at any time and in its sole discretion.

Furthermore, the Association, through its Board of Directors, shall be entitled to form Rules of Conduct and Use for the common use in specific common areas, and to amend those Rules of Conduct and Use as necessary for changes in Members' behavior.

4.4 Members' Voting Privileges. Subject to any rights or limitations set out in §4.3 above, and as otherwise provided for in this Declaration and the Articles and By-laws of the Association, there shall be two (2) classes of Members, which are as follows:

a. All Owners of residential lots, except Declarant, shall be Class A Members of the Association. When the Directors of the Association place an issue for a vote by the Membership, each Class A Member shall be entitled to one vote for each lot owned. When more than one person is an owner of a lot, for example the lot is owned by a husband and wife, each joint owner is considered to be a Class A Member, but the vote for such lot shall be exercised as they jointly determine, but in no event shall more than one vote be cast with respect to any lot.

b. The sole Class B member shall be the Declarant. When an issue is placed for membership voting, the Class B member shall be entitled to five votes for each lot owned by Declarant. Class B membership shall cease and be converted automatically to Class A membership (one Class A membership for each lot owned) upon the happening of either of the following events, whichever occurs earlier:

(i) When ninety percent (90%) of the lots have been conveyed by deed to Owners other than Declarant; or

(ii) On December 31, 2015; or

(iii) At any time that Declarant elects in writing to accept Class A membership status as to all remaining lots owned by Declarant.

c. Notwithstanding the foregoing provisions, a member not in good standing with the Association shall not be entitled exercise its voting rights on any matters submitted to the members by the Board of Directors or run for office in the Association. A member is not in good standing if he or she is delinquent in the payment of regular or special assessments, has failed to cure a violation of this Declaration or Association rules and regulations or has failed to pay fines assessed by the Association.

4.5 Powers of the Association. The Association through its Board of Directors shall have all the powers of a not for profit corporation organized under the laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws, and this Declaration. The Association through its Board of Directors shall have the power to do any and all lawful things which may be authorized, required, or permitted to be done by it under this Declaration, the Articles of Incorporation and/or Idaho law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the proper management and operation of and the performance of the other responsibilities herein assigned, including without limitation:

a. Assessments. The specific power to make and levy assessments (including periodic and special or limited assessments) on all Owners of residential lots (except lots owned by Declarant as a class B Member) and to enforce collection of such assessments, all in accordance with the provisions of this Declaration and Idaho law.

b. Right of Covenant Enforcement. 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 covenants set forth in this Declaration, including enforcement of Association Rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise all provisions hereof.

c. Delegation of Powers. The authority to delegate its power and duties to committees or to any person, firm, or corporation to act as its general or limited manager. Neither the Association, its Board of Directors nor the Members shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

d. Emergency Powers. The power and authority, directly or through a manager, to enter upon any lot in the event of any emergency involving illness of a resident, or if there is a potential danger to life or property, or when it is necessary in connection with any maintenance or construction for which the Association may be responsible. Such entry shall be made when there is good cause, and shall be carried out with as little inconvenience to the Owner or resident as is practicable.

e. Association Rules. The power to adopt, amend, and repeal such rules and regulations as the Board of Directors deems reasonable, including without limitation, rules and regulations governing the use of the common areas by the Owners, families of an Owner, temporary residents, tenants, or any invitee, licensee, lessee, or contract purchaser of an Owner; the establishment of administrative fees, fines and penalties for violations of the Association Rules and/or the terms and covenants of this Declaration; the establishment of additional architectural guidelines relating to the planning, construction and/or alteration of improvements within the Subdivision (the "Association Rules"); provided, however, the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed,

shall be mailed or otherwise delivered to each Owner/Member. Upon such mailing or delivery to all Owners/Members, said Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between any Association Rule and any other provision of this Declaration, the terms of this Declaration shall control

f. Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the common areas as may be necessary or appropriate for the orderly maintenance and preservation of the health, safety, convenience, and welfare of the Owners/Members, or for the purpose of constructing, erecting, operating, or maintaining:

(i) Underground lines, cables, wires, conduits, and other devices for the transmission of electricity for lighting, heating, power, telephone, and other purposes;

(ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating, and gas lines or pipes; and

(iii) Any similar public or quasi-public improvements or facilities. The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

4.6 Duties of the Association. In addition to the powers granted by the Articles of Incorporation and this Declaration, and without limiting the generality thereof, the Association through its Board of Directors shall conduct all general business affairs of common interest to all Owners, including the following:

a. Operation and Maintenance of Common Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of any common area, common lot, common element or common system, including the repair and replacement of property damaged or destroyed by casualty loss, and all other property acquired by the Association, including but not limited to the maintenance of any boundary fence around the perimeter of the property where maintenance was granted to the Association under this Declaration.

b. Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the common area owned by the Association, if such taxes are owed. Such taxes and assessments may be contested or compromised by the Association; provided, however, that such taxes and assessments be paid or a bond insuring payment be posted prior to the sale or disposition of any property to satisfy the payment of such taxes or assessments. In addition, the Association shall pay all other taxes, whether federal, state, or local, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax-exempt entity.

c. Water and Other Utilities. Acquire, provide, and/or pay for water, sewer,

garbage disposal, refuse and rubbish collection, electrical, telephone, and gas and other necessary services for the common area and other property owned or commonly managed by it.

d. Insurance. The Association through its Board of Directors may, but shall not be required to, obtain policies of insurance from reputable insurance companies authorized to do business in the State of Idaho, and to maintain in effect the following types of policies of insurance:

(i) Comprehensive public liability insurance insuring the Association, the Declarant, the individual owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the common area or other property owned or managed by the Association.

(ii) Such other insurance, including Worker's Compensation Insurance to the extent necessary to comply with all applicable laws, manager's liability insurance, and such indemnity, faithful performance, fidelity, and other bonds as the Board of Directors shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty or any employee or other person charged with the management or possession of any Association funds or other property.

(iii) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association.

e. Pressurized Irrigation System. Provide for the common use, maintenance, repair, operation, and assessments for this system, whether by a direct contract with an Irrigation District or by contract with an independent Service Provider.

f. Drainage Systems. Operate, maintain, repair, and replace the sprinkler and drainage systems in the common area.

g. Right-of-Way Maintenance. Maintain, repair, and replace any mechanical systems installed in the rights-of-way in the common area, as well as the common boundary fence.

4.7 Personal Liability. No Director or officer of the Association, nor any committee of the Association, nor the Declarant, shall be personally liable to any Owner, Member or tenant, nor to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, or by a Director or officer or committee member, or by Declarant, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith without willful or intentional misconduct.

4.8 Dissolution. In the event the Association is dissolved, the assets of the

Association shall be dedicated to a public body or conveyed to another non-profit organization with similar purposes.

ARTICLE FIVE
Covenant for Assessments

5.1 Creation of Lien and Personal Obligation for Assessments. Each Owner hereby covenants with Declarant and each other lot Owner within the Subdivision that by acceptance of a deed from Declarant, and whether or not it is expressly stated in said deed, that each lot Owner hereby agrees to pay to the Association, the following:

- a. All regular periodic assessments for specified services and maintenance as set forth in §5.3; and
- b. All special assessments for specified services and maintenance as set forth in §5.4.
- c. All limited assessments levied or assessed by the Board of Directors for violations of the terms of this Declaration and for all damages, costs, expenses, liabilities and losses incurred by the Association resulting from an Owner's violation of this Declaration, including reasonable attorney fees incurred by the Association. All such limited assessments shall be issued only upon majority approval of the Board of Directors, and ten (10) days prior written notice to the effected Owner.

Each assessment referred to above, together with interest accrued thereon, shall be a charge on the lot Owner's lot and shall create a continuing lien upon the Owner's lot against which each assessment is made, from and after the date the assessment is due until it is fully paid. Each assessment shall bear interest at the rate of thirteen percent (13%) per annum to accrue after the due date until fully paid. Additionally, each assessment and accrued interest shall be the personal obligation of the Owner of the lot assessed at the date of assessment, and may be collected by judicial action in the nature of a delinquent open account, which action may be in lieu of or in addition to the foreclosure of the lien created against the Owner's lot. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by the successor. Any collection action, whether it be by lien foreclosure and/or by action on a delinquent account, shall require the Owner of the lot assessed to also pay reasonable attorney fees and court costs to be included as a part of the debt to the Association.

Prior to bringing an action to foreclose the continuing assessment lien granted by this Article, the Association shall cause a notice of lien claim to be prepared and filed of record with the Ada County Recorder's office, and shall send a copy by certified mail to the delinquent lot Owner. The cost of preparing, filing, and mailing this claim of lien (which cost shall be \$200.00 plus the filing fee charge), and including a reasonable attorney fee incurred by the Association, shall also be the cost of the delinquent lot Owner and shall be recovered from the lot Owner.

5.2 Setup Fees/Transfer Fees. Each lot sold by Declarant shall be subject to an Association set up fee of Two Hundred fifty and 00/100 Dollars (\$250.00) to be paid to the Association by the purchaser of such lot at closing of such transfer. Every subsequent sale, conveyance or transfer of a lot shall be subject to a Two Hundred Fifty and 00/100 Dollars (\$250.00) Association transfer/setup fee to be paid to the Association by the purchaser at the closing of every subsequent sale, conveyance or transfer. The Declarant or the Association, or if applicable, the builder or Owner, shall instruct the closing agent to make direct payment of the respective setup fee or transfer fee to the Association, in the same manner as other purchaser closing costs are paid. Such transfer and setup fees may be increased by the majority vote of the Board of Directors but in no event shall the setup fee exceed Five Hundred and 00/100 Dollars (\$500.00).

5.3 Regular Periodic Assessments. Each lot Owner shall also be assessed and pay a regular periodic assessment to the Association, to begin to accrue thirty (30) days after the issuance of a certificate of occupancy, which regular assessments are to be used by the Association for the purpose of, including without limitation, paying the cost of irrigation water, maintenance, repair and replacement of the pressurized irrigation system, maintenance of the common area lots, maintenance of residential lots as set forth in this Declaration, paying costs incurred for policies of insurance purchased by the Association, and/or providing for any other regular business activities of the Association. The Association may elect to collect these periodic assessments on a monthly, quarterly, semi-annual, or annual basis, as it deems appropriate. The beginning assessment annualized for the year 2007 shall be Six Hundred Ninety Dollars \$690.00, which sum is based upon an estimate made by the Declarant for the cost of services anticipated, divided by the total number of residential lots in the Subdivision. This periodic assessment can be automatically increased by the Board of Directors by as much as thirty percent (30%) per year beginning with the year commencing January 1, 2008. It may be increased by more than thirty percent (30%) by a majority vote of the members at a meeting called for that purpose.

5.4 Special Assessment for Repairs, Operations, or Maintenance. In addition to the regular periodic assessments, the Association, by the majority vote of its members at a meeting called for that purpose, may make any special assessment for a specific one-time cost or expense benefiting the common areas area lots or for some common interest or purpose benefiting all members.

5.5 Notice of Action Under §5.3 and §5.4. Written notice of any meeting called for the purpose of taking any action authorized under §5.3 and/or §5.4 of this Declaration shall be sent by the Association to all members not more than fifty (50) days nor less than ten (10) days in advance of the meeting.

5.6 Miscellaneous Assessment Information. The Association shall annually re-establish the amount of the regular periodic assessment per lot each November of each year, and shall send written notice of that re-assessment to each Owner thirty (30) days before the effective date of the re-established regular periodic assessment. The Association shall, upon request and for a reasonable charge, furnish a certificate signed

by officers of the Association stating whether or not assessments by the requesting Owner are current.

5.7 No Defense. No Owner may waive or otherwise escape liability for the assessments provided by claiming non-use of the common area(s), nor by non use of his lot, nor because of a claim against the Directors, officers, or managers, nor because another lot Owner has not paid an assessment.

5.8 Subordination of Assessment Liens to Mortgages. The lien of any unpaid assessment shall be subordinate to any first mortgage or deed of trust placed against a lot by its Owner. No mortgagee of a mortgage or beneficiary of a deed of trust shall be required to collect any unpaid assessment. The failure of a lot Owner to pay assessments shall not constitute a default under a mortgage or deed of trust. Sale or transfer of a lot shall not affect the assessment lien, nor shall the transferee in such sale or transfer be relieved from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE SIX Pressurized Irrigation System

6.1 Pressurized Irrigation System. The Declarant intends to install a common pressurized irrigation system throughout the Subdivision to be able to deliver irrigation water available to the entire subdivision to each lot in the Subdivision. This irrigation water is to be delivered to a site within the subdivision by an Irrigation District. Declarant also intends to convey this system to the Association. Nevertheless, Declarant may enter into an agreement with the Irrigation District, pursuant to I.C. §43-440A, *et seq.*, whereby the Irrigation District will own and operate the system, and each lot Owner will receive a direct assessment from the Irrigation District for a prorata cost of the service, whether or not the water is actually used. In such case, the Irrigation District would then be the "Service Provider" of the irrigation water to the end lot owners/users. Alternatively, Declarant may direct the Association to enter into an agreement with a third party other than the Irrigation District (including an entity in which Declarant or principals of the Declarant will hold an interest) who would then act as the Service Provider of irrigation water supplied by an Irrigation District to distribute the pressurized irrigation water to each lot Owner in the subdivision. In this latter scenario, the Service Provider would then charge each lot Owner with a prorata lot charge assessment, which shall be a lawful obligation of the lot Owner, whether or not water is actually used. Once the Declarant has completed the construction of the pressurized irrigation system and turned the ownership over to the Association, or alternatively to an Irrigation District, the Declarant shall have no further liability or responsibility for the system, and shall not be required to repair, improve, or replace any parts of the system.

6.2 Assessments. Whether the Assessment for a lot Owner's prorata share comes directly from an Irrigation District or whether it is made by an independent Service Provider, the Assessment shall be an obligation of the lot Owner and shall become a lien

upon the lot Owner's property if not duly paid, irrespective of whether the Owner uses the irrigation water, or uses other available water sources for irrigation purposes.

6.3 Maintenance. Irrespective of whether the pressurized irrigation water is provided by the Irrigation District or by an independent Service Provider, that entity shall also operate, maintain and repair the pressurized irrigation system, and shall also levy and collect annual assessments against each lot served by the system to defray the cost and expense of such operation, maintenance, repair, or replacement which shall be specified in a written agreement, which may include a reasonable profit margin for such service; and may lien an Owner's lot for nonpayment of an Assessment for repair or maintenance.

6.4 Prohibitions. Lot Owners are prohibited from making any cross connection or tie in between the irrigation water system and their domestic water system. **WATER FROM THE IRRIGATION WATER SYSTEM IS NOT DRINKABLE; EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS/HER/THEIR LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.**

Lot Owners shall not construct any ditch, drain, well or water system upon any lot or common area.

6.5 Use and Rules. The Association, through its Directors, unless otherwise established by Irrigation District or by another Service Provider, may establish and serve on each lot Owner a set of rules establishing the use of this irrigation water, including time of use and duration, recognizing that the system will not permit all lots to use the irrigation water simultaneously. The Association or the Service Provider may also contract for hire a water master to designate a rotation schedule. The Owner agrees to follow these rules and the schedules set by a water master or by the Service Provider.

ARTICLE SEVEN Architectural Control

In order to protect the quality and value of the homes built in the project and for the continued protection of the Owners thereof, an Architectural Control Committee (ACC) shall be initially appointed by Declarant. The ACC shall be subject to the control of the Declarant as long as the Declarant owns any lot in the Subdivision. Declarant hereby designates Lonnie Johnson, Karen Johnson, Rob Pederson, Tim Mallon and Brett Johnson as the initial members of the ACC (the "Initial ACC Members"). The Initial ACC Members shall remain members of the ACC until such time as the construction of all residential units within the Subdivision is complete and the landscaping on each lot within the Subdivision is complete. After the construction of residential units and related landscaping is complete, Lonnie Johnson, Karen Johnson and Brett Johnson shall automatically replace the Initial ACC Members as the members of the ACC, until they resign from the position or are removed or replaced by the Board of Directors.

7.1 Storage Sheds. Storage sheds shall only be allowed on Lots 1-4 Block 4. Any storage shed must not be greater than ten feet (10') by twenty feet (20') by ten feet (10') in height from the ground to the top of the roof ridge, and the surface materials, the roofing, and the color scheme, if it is a storage shed to be constructed on site, shall follow the materials and the color scheme used on the Owner's residence building. Alternatively, an Owner can select a pre-fabricated storage shed, provided that such a shed has been pre-approved by the ACC, and the ACC shall publish from time to time a list of pre-approved pre-fabricated storage sheds. In all other cases, the Owner shall submit storage shed plans to the ACC for pre-approval.

7.2 Enforcement. The ACC may, through the Board of Directors, exercise all available legal and equitable remedies available to prevent or remove any unauthorized or unapproved construction or improvements on any lot or property or any portion thereof. In the event the Board of Directors exercises its right to remove or restrain the violation of any rule, the Board of Directors shall recover from the violating member, any and all damages at law or in equity that it incurs on behalf of the Association including its reasonable attorney fees and court costs, as a means to reimburse the ACC, Board of Directors and/or the Association for its time and effort in enforcement.

7.3 Waivers. The approval of any plans, drawings, or specifications for any plans, improvements, or construction, or for any matter requiring the approval of the ACC, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matter subsequently for approval.

7.4 Liability. Neither the ACC nor any member thereof shall be liable to the Association, to any Owner, or to any other party for any damage suffered or claimed on account of any act, action, or lack thereof, or conduct of the ACC or the respective members thereof, as long as they have acted in good faith on the basis of information they then possessed.

ARTICLE EIGHT Common Areas

Declarant may but shall not be required to establish several common area lots for the mutual benefit of all Owners, unless required by the final Subdivision plat or conditions of approval for the Subdivision. These common area lots are designated and/or noted on the final plat of the Subdivision. The intended purpose of these common area lots shall be as follows:

8.1 Use of Lot 1, Block 1 and Lot 7, Block 1. Lot 1 in Block 1 and Lot 7 in Block 1 shall be used primarily for drainage and/or landscape purposes.

8.2 Use of Lot 10 and 15, Block 3. Portions of Lots 10 and 15 in Block 3 shall be used for pedestrian access to and from Lots, and for pedestrian walkways for Members. Portions of Lots 10 and 15 in Block 3 shall also be used for limited recreational purposes for Members, and for ACHD storm drainage. The public shall not be entitled to any use

of Lots 10 and 15 in Block 3. Recreational uses shall be limited to those activities that do not create noise or nuisances and that pose no danger to a Member or adjacent Lot Owner's residences. Members shall not allow dogs or cats to roam unleashed in this Common Area. Members shall be responsible for the removal of their dog's or cat's waste anywhere in the Subdivision. Recreational activity that may disturb Owners shall not commence prior to 8 A.M. and shall end no later than 10 P.M.

Notwithstanding the foregoing or any other provision set forth in the Declaration to the contrary, including without limitation Article Eight and Section 1.3 of the Declaration, the Owner of Lott 11 in Block 3 shall have the exclusive use of that certain portion of Lot 10 in Block 3 as more particularly described below in Section 3.4 of the Declaration.

8.3 Use of Lot 1, Block 3. Lot 1 in Block 3 shall be used exclusively as a signage lot for identification of the Subdivision. This sign on this common lot is specifically permitted and is not proscribed by the "no signage" covenants as to residential lots. Declarant may but shall not be required to install this identification sign as well as other Subdivision identification symbols and landscape features, unless required by the final Subdivision plat or any conditions of approval for the Subdivision. Once installed, the signage and landscaping shall become the common property of the Association.

8.4 Common Rights. Each lot Owner shall have an in common and perpetual access easement over and across common area lots with all other Owners for the uses, purposes and benefits set forth above, which use easement shall run with ownership of an Owner's lot.

8.5 Declarant's Conveyance. Declarant shall convey title to these common area lots to the Association, which title shall be free and clear of any liens or encumbrances other than those indicated on the Plat and/or as set forth herein.

8.6 Association's Duty to Maintain. In addition to other duties required of the Association, the Association shall maintain all common area lots and all common systems. Declarant shall have no liability for any maintenance once title to common area lots are transferred to the Association.

8.7 Liability for Occurrences in Common Areas. No individual liability shall be imposed on the Declarant, Association, Owner or property manager resulting from an injury, death or property damage occurring on or about a common area, unless Declarant, Association, Owner or property manager is proven to be grossly negligent, and that gross negligence is the direct cause of the injury, loss or damage with regard to the design or construction of an improvement to a common area.

8.8 Mortgage on Common Area. No mortgage shall be placed on a common area lot, and no common area lot may be sold or used for any other purpose except for the common benefit of all Owners.

8.9 Easements for Improvements in a Common Area. Declarant reserves access to the common area to construct and establish improvements and landscaping as Declarant deems appropriate. Irrespective of this reservation, Declarant shall not be the owner of these improvements, nor shall Declarant be required to maintain a common area. That responsibility shall be the responsibility of the Association. The Association, however, shall have the sole and exclusive right to determine the nature of all improvements that Declarant may choose to construct unless there is a special reservation in this Declaration.

ARTICLE NINE
General Provisions

9.1 Enforcement. The Association, as well as 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 by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision hereof, and all other provisions of this Declaration shall remain in full force and effect.

9.3 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is filed of record. After completion of the initial term of twenty (20) years, this Declaration shall be automatically extended for successive periods of ten (10) years unless appropriate action is taken to rescind or amend the Declaration.

9.4 Amendment. This Declaration may be amended only with the written approval of two-thirds (2/3) of the Owners.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Easements, Covenants, Conditions, and Restrictions this 11th day of June, 2007.

L & K DEVELOPMENT, INC.



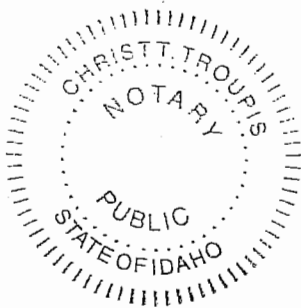
By: Lonnie L. Johnson

Its: President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 11th day of July, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Lonnie L. Johnson, the President of L & K Development, Inc., known to me to be the person who executed the within and foregoing instrument for and on behalf of said corporation, and acknowledged to me that said corporation executed the same.

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



Christ Troupis
Notary Public for Idaho
Residing at BOISE, IDAHO
Commission expires: 12/8/2012