

BARON SUBDIVISION

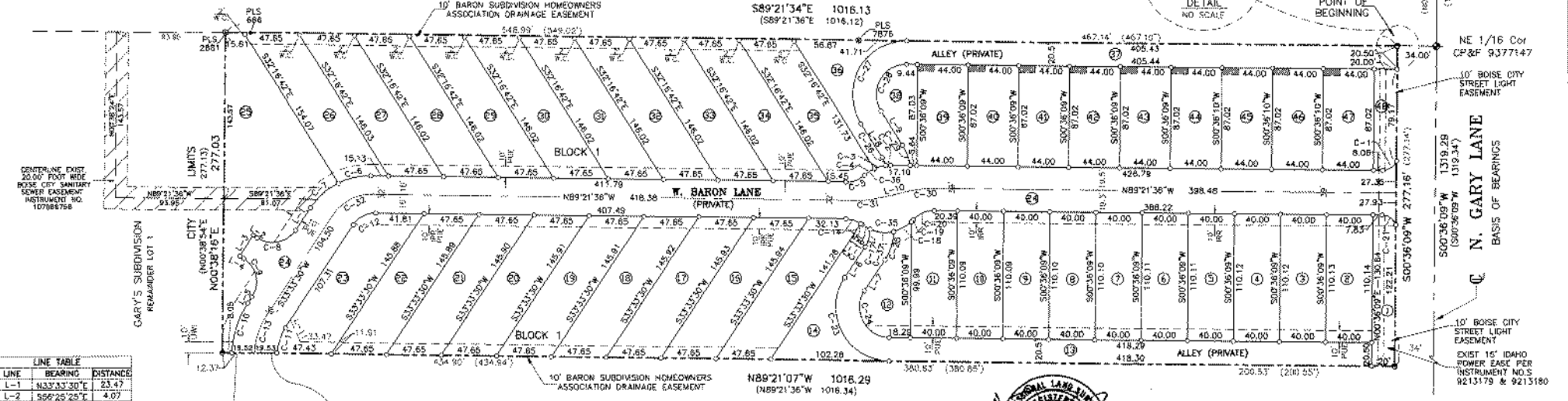
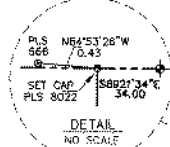
A PARCEL OF LAND SITUATED IN THE SW1/4 OF THE NE1/4 OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BEING A RE-SUBDIVISION OF LOT 1, BLOCK 1 OF NORTHWEST PASSAGE SUBDIVISION AND A REMAINDER PORTION OF LOT 6 OF GARY'S SUBDIVISION, CITY OF BOISE CITY, ADA COUNTY, IDAHO.

2007



ALDER POINT NO. 2 SUBDIVISION
BLOCK 6

BLOCK	LOTS
1	1, 12, 13, 14, 24, 25, 36, 37, 38 AND 48



LINE	BEARING	DISTANCE
L-1	N33°33'30\"/>	

CURVE	RADIUS	LENGTH	TANGENT	DELTA	BEARING	CHORD
C-1	13.00	15.12	8.55	66°39'38\"/>		

BLOCK 1
Northwest Passage Subd.

NOTES

- A. THE DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY CUPOS-00164.
- B. OTHER THAN THE PRIVATE ROAD AND THE NORTHERLY PRIVATE ALLEY THAT HAS SPECIFICALLY BEEN APPROVED WITH CUPOS-00164, DIRECT ACCESS TO GARY LANE IS PROHIBITED.
- C. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE BOISE CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED BY CUPOS-00164. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE BOISE CITY ZONING ORDINANCE OR AS SPECIFICALLY APPROVED BY CUPOS-00164.
- D. LOTS 1, 12, 14, 25, 36, 38, AND 48, BLOCK 1 ARE COMMON AREA LOTS TO BE USED FOR LANDSCAPE BUFFERS TO BE OWNED AND MAINTAINED BY THE BARON SUBDIVISION HOMEOWNER'S ASSOCIATION. THESE LOTS MAY NOT BE DEVELOPED FOR RESIDENTIAL USE IN THE FUTURE.
- E. LOT 24, BLOCK 1 IS A COMMON LOT FOR A PRIVATE ROAD AND LOTS 13 AND 37, BLOCK 1 ARE COMMON LOTS FOR PRIVATE ALLEYS TO BE OWNED AND MAINTAINED BY THE BARON SUBDIVISION HOMEOWNER'S ASSOCIATION. THESE LOTS ARE SUBJECT TO A PERPETUAL CROSS ACCESS EASEMENT THAT MAY NOT BE DISSOLVED WITHOUT THE APPROVAL OF BOISE CITY.
- F. FOR STREETS HAVING A WIDTH LESS THAN 29 FEET BACK OF CURB TO BACK OF CURB, ON STREET PARKING SHALL BE RESTRICTED ON BOTH SIDES.
- G. LOTS 1, 12-14, 24, 25, 36-38, AND 48, BLOCK 1, SHALL CONTAIN A BLANKET PUBLIC UTILITIES AND BARON SUBDIVISION HOMEOWNERS ASSOCIATION DRAINAGE EASEMENT EXCEPT THE UNITED WATER IDAHO EASEMENT WITHIN LOT 25 AS DEFINED.
- H. SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THE APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.
- I. LOT 24, BLOCK 1, SHALL CONTAIN A BLANKET BOISE CITY SANITARY SEWER EASEMENT, AND A UNITED WATER IDAHO DOMESTIC WATER EASEMENT.
- J. WEST BARON LANE SHALL HAVE RESTRICTED PARKING ALONG WEST BARON LANE SHALL ONLY BE PERMITTED ALONG THE NORTH SIDE OF THE ROAD BETWEEN LOTS 39 AND 47, AND ON THE SOUTH SIDE OF THE ROAD ADJACENT TO LOT 23. ALL OTHER PORTIONS OF THE ROAD SHALL HAVE RED CURB PARKING AND SIGNAGE INDICATING "NO PARKING".
- K. THE 50' PUBLIC UTILITY EASEMENT AND THE 50' DRAINAGE DISTRICT NO. 2 EASEMENT AS CREATED BY SHAR'S SUBDIVISION HAVE BEEN VACATED BY INSTRUMENT NO. 108192809 AND 105166754.



- LEGEND**
- SUBDIVISION BOUNDARY
 - PRIVATE ROAD CENTERLINE
 - SECTION/QUARTER LINE
 - LOT LINE
 - ★ FOUND ALUMINUM CAP MONUMENT
 - ◆ FOUND BRASS CAP MONUMENT
 - FOUND 5/8" IRON PIN AS NOTED
 - SET 5/8" IRON PIN PLS 8022
 - FOUND 1/2" IRON PIN RESET WITH 5/8" X 30" REBAR PLS 8022
 - FOUND 1/2" IRON PIN PLS 7876 UNLESS NOTED
 - SET 1/2" X 24" IRON PIN PLS 8022 (100.00') RECORD DATA
 - EASEMENT LINE
 - 5.86' x 14.50' PUBLIC UTILITIES EASE
 - PUE PUBLIC UTILITIES EASEMENT/WIDTH
 - IRR BARON SUBDIVISION HOMEOWNERS ASSOCIATION IRRIGATION EASEMENT/WIDTH
 - UWI UNITED WATER IDAHO EASEMENT/WIDTH
 - WC WITNESS CORNER/DISTANCE

BROKAW SURVEYING & MAPPING L.L.C.

11058 LONE STAR ROAD
NANPA, IDAHO 83651
(208) 249-0479

BARON SUBDIVISION

A PARCEL OF LAND SITUATED IN THE NW1/4 OF THE NE1/4 OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, BEING A RESUBDIVISION OF LOT 1 OF NORTHWEST PASSAGE SUBDIVISION AND REMAINDER PORTION OF LOT 6 OF GARY'S SUBDIVISION, CITY OF BOISE CITY, ADA COUNTY, IDAHO.

2007

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED:

A parcel of land situated in the southwest 1/4 of the northeast 1/4 of Section 24, Township 4 North, Range 1 East, Boise Meridian, being a re-subdivision of Lot 1, Block 1 of Northwest Passage Subdivision and a remainder portion of Lot 6 of Gary's Subdivision, City of Boise City, Ada County, Idaho, described as a whole as follows:

COMMENCING at the northeast 1/16 corner of said Section 24 as shown on Northwest Passage Subdivision recorded in Book 92 of Plats of Pages 10898 and 10899, Ada County records, from which corner, the center east 1/16 corner of said section bears S.00°36'09"W, 1318.29 feet; thence, along the north line of said southwest 1/4 of the northeast 1/4 of Section 24.

A) N.89°21'34"W, 34.00 feet to a line parallel with and 34.00 feet westerly of the easterly line of said southwest 1/4 of the northeast 1/4 and the POINT OF BEGINNING; thence, along said parallel line.

1) S.00°36'09"W, 277.16 feet to the southeast corner of said Lot 1; thence, along the southerly and westerly lines of said lot through the following courses:

2) N.89°21'07"W, 1016.29 feet; thence.

3) N.00°36'16"E, 277.03 feet; thence, leaving the southerly and westerly lines of said lot, along the northerly line and the easterly prolongation of the northerly line of said Lot 1.

4) S.89°21'34"E, 1016.13 feet to the POINT OF BEGINNING.

SAID PARCEL, containing 6.48 acre, more or less.

IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY DO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS, PRIVATE ROAD AND ALLEYS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER FROM UNITED WATER IDAHO, A PUBLIC UTILITY SUBJECT TO THE REGULATIONS OF THE IDAHO PUBLIC UTILITIES COMMISSION, AND SAID WATER COMPANY HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THIS SUBDIVISION.

IRRIGATION WATER HAS BEEN PROVIDED FROM BOISE VALLEY IRRIGATION DITCH CO. IN COMPLIANCE WITH IDAHO CODE 31-3805(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM BOISE VALLEY IRRIGATION DITCH CO.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS 13TH DAY OF JULY, 2007.

BONANZA ASSOCIATES, LLC, AN IDAHO LIMITED LIABILITY COMPANY.

BY Walt R. Gann MANAGER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13TH DAY OF JULY, 2007, THIS PLAT OF "BARON SUBDIVISION", WAS DULY ACCEPTED AND APPROVED.



[Signature]
CITY CLERK - BOISE CITY, IDAHO

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.



[Signature] 3/23/07
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR BOISE CITY, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT OF "BARON SUBDIVISION".

[Signature] 5/24/07
CITY ENGINEER - BOISE CITY, IDAHO

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 13TH DAY OF JULY, 2007.



[Signature]
ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



[Signature] 7-18-07
ADA COUNTY SURVEYOR PLS 970

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



DATE 7-18-07
[Signature] by
COUNTY TREASURER
Shelly Keller, Deputy

ACKNOWLEDGMENT

STATE OF IDAHO } S.S.
COUNTY OF ADA }

ON THIS 13TH DAY OF March, 2007, BEFORE ME, Kent D. Adams A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED, WALT R. GANN, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGER OF BONANZA ASSOCIATES, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN INSTRUMENT, OF THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



[Signature]
NOTARY PUBLIC FOR THE STATE OF IDAHO
DATE 03/13/2007 MY COMMISSION EXPIRES 10/14/2010

CERTIFICATE OF SURVEYOR

I, DELSON D. BROKAW, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



DELSON D. BROKAW
IDAHO NO. 8022

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF BONANZA ASSOCIATES, LLC, AT 12 MINUTES PAST 4 O'CLOCK P.M. ON THIS 13 DAY OF MAY, 2007, AND WAS PLACED RECORDED IN BOOK 98 OF PLATS AT PAGES 12541 THROUGH 12542.

INSTRUMENT NO. 107102086

[Signature]
DEPUTY
Fees \$ 11.00
[Signature]
BY OFFICER RECORDER

BROKAW SURVEYING & MAPPING L.L.C.

11056 LONE STAR ROAD
NANPA, IDAHO 83851
(208) 249-0470



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE
BARON SUBDIVISION
(AKA SHADOW HILLS)**

June 20, 2008

NOTICE

THE FOLLOWING IS A VERY IMPORTANT DOCUMENT WHICH EACH AND EVERY POTENTIAL OWNER OF PROPERTY WITHIN THE BARON SUBDIVISION (AKA SHADOW HILLS) SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL OWNERS AND OCCUPANTS.

TABLE OF CONTENTS

ARTICLE I: PROPERTY AND PURPOSE	1
<u>Section 1.</u> <u>Property Covered</u>	1
<u>Section 2.</u> <u>Purpose of Declaration</u>	1
ARTICLE II: DECLARATION	1
ARTICLE III: DEFINITIONS	1
<u>Section 1.</u> "Architectural Committee"	1
<u>Section 2.</u> "Assessments"	1
<u>Section 3.</u> "Association"	1
<u>Section 4.</u> "Board"	1
<u>Section 5.</u> "Common Area Lots"	1
<u>Section 6.</u> "Declarant"	1
<u>Section 7.</u> "Dwelling Unit"	2
<u>Section 8.</u> "Improvement"	2
<u>Section 9.</u> "Limited Assessment"	2
<u>Section 10.</u> "Lot"	2
<u>Section 11.</u> "Member"	2
<u>Section 12.</u> "Mortgage"	2
<u>Section 13.</u> "Owner"	2
<u>Section 14.</u> "Perimeter Fence"	2
<u>Section 15.</u> "Person(s)"	2
<u>Section 16.</u> "Plat"	2
<u>Section 17.</u> "Pressurized Irrigation System"	2
<u>Section 18.</u> "Private Alleys"	3
<u>Section 19.</u> "Property"	3
<u>Section 20.</u> "Regular Assessments"	3
<u>Section 21.</u> "Side Yards"	3
<u>Section 22.</u> "Special Assessments"	3
<u>Section 23.</u> "W. Baron Lane"	3
ARTICLE IV: USE AND REGULATION OF USES	3
<u>Section 1.</u> <u>Single Family Residences</u>	3
<u>Section 2.</u> <u>Exterior Improvements, Appearance and Emergency Maintenance</u>	4
<u>Section 3.</u> <u>Garage Doors</u>	4
<u>Section 4.</u> <u>Side Yards</u>	4
<u>Section 5.</u> <u>Outbuildings</u>	5
<u>Section 6.</u> <u>Fences</u>	5
<u>Section 7.</u> <u>Common Area Lots, Including W. Baron Lane and the Private Alleys</u>	5
<u>Section 8.</u> <u>Emergency Turnaround License Agreement</u>	5
<u>Section 9.</u> <u>Home Occupations</u>	5
<u>Section 10.</u> <u>Parking</u>	6
<u>Section 11.</u> <u>Compliance With Laws</u>	6
<u>Section 12.</u> <u>Signs</u>	6
<u>Section 13.</u> <u>Pets</u>	6
<u>Section 14.</u> <u>Nuisance</u>	7
<u>Section 15.</u> <u>Antennae</u>	7
<u>Section 16.</u> <u>Insurance</u>	7

<u>Section 17.</u>	<u>Garbage Pick-Up.</u>	7
<u>Section 18.</u>	<u>Lot 25 and W. Baron Lane</u>	7
<u>Section 19.</u>	<u>Storm Water Drainage</u>	7
ARTICLE V: PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS		8
ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS		8
<u>Section 1.</u>	<u>Membership</u>	8
<u>Section 2.</u>	<u>Voting Classes</u>	8
ARTICLE VII: ASSOCIATION INSURANCE		9
<u>Section 1.</u>	<u>Insurance</u>	9
<u>Section 2.</u>	<u>Premiums Included in Assessments</u>	9
ARTICLE VIII: ASSESSMENTS		9
<u>Section 1.</u>	<u>Covenant to Pay, Start-Up Assessments, Liens and Personal Obligation</u>	9
<u>Section 2.</u>	<u>Uniform Rate of Assessment</u>	10
<u>Section 3.</u>	<u>Date of Commencement of Annual Assessments; Due Dates</u>	10
<u>Section 4.</u>	<u>Effect of Nonpayment of Assessments; Remedies of the Association</u>	10
<u>Section 5.</u>	<u>Subordination of the Lien to Mortgages</u>	10
ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS		10
<u>Section 1.</u>	<u>Authority of Board</u>	10
<u>Section 2.</u>	<u>Easement</u>	11
<u>Section 3.</u>	<u>Non-Waiver</u>	11
<u>Section 4.</u>	<u>Limitation of Liability</u>	11
<u>Section 5.</u>	<u>Indemnification of Board Members</u>	12
ARTICLE X: ARCHITECTURAL COMMITTEE		12
<u>Section 1.</u>	<u>Charter of Architectural Committee</u>	12
<u>Section 2.</u>	<u>Architectural Control</u>	12
<u>Section 3.</u>	<u>Review of Proposed Improvements</u>	12
<u>Section 4.</u>	<u>Inspection of Approved Improvements</u>	13
<u>Section 5.</u>	<u>Review of Unauthorized Improvements</u>	13
ARTICLE XI: GENERAL PROVISIONS		13
<u>Section 1.</u>	<u>Enforcement</u>	13
<u>Section 2.</u>	<u>Severability</u>	14
<u>Section 3.</u>	<u>Term and Amendment</u>	14
<u>Section 4.</u>	<u>Annexation</u>	14
<u>Section 5.</u>	<u>Duration and Applicability to Successors</u>	14
<u>Section 6.</u>	<u>Attorneys Fees.</u>	14
<u>Section 7.</u>	<u>Governing Law.</u>	14
EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY		16
EXHIBIT B - LEGAL DESCRIPTION OF THE COMMON AREA LOTS		17
EXHIBIT C - FINAL PLAT		18

EXHIBIT D - SIDE YARDS DEPICTION	19
EXHIBIT E - EMERGENCY TURNAROUND LICENSE AGREEMENT	20
EXHIBIT F - IRRIGATION EASEMENT AGREEMENT	21

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BARON SUBDIVISION
(AKA SHADOW HILLS)**

This Declaration of Covenants, Conditions and Restrictions for the Baron Subdivision (this "Declaration") is made effective this 25 day of June, 2008, by Bonanza Associates LLC, an Idaho limited liability company ("Declarant").

ARTICLE I: PROPERTY AND PURPOSE

Section 1. Property Covered. The Property subject to this Declaration is the real property legally described in the attached Exhibit A, which is made a part hereof, together with any other property made subject to this Declaration pursuant to the terms herein. This Declaration is for the benefit of any and all Owner's of any portion of the Property.

Section 2. Purpose of Declaration. The purpose of this Declaration is to set forth the basic Restrictions that will apply to the Property, and use of any and all portions thereof. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each Lot, Dwelling Unit, Common Area Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof.

ARTICLE III: DEFINITIONS

Section 1. "Architectural Committee" shall mean the architectural committee of the Association established pursuant to Article X herein.

Section 2. "Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. "Association" shall mean and refer to the Baron Subdivision Homeowners' Association, Inc., its successors and assigns. **The Association may not be dissolved without the prior written consent of Boise City.**

Section 4. "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Common Area Lots" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area Lots are legally described on the attached Exhibit B, which is made a part hereof.

Section 6. "Declarant" shall mean and refer to Bonanza Associates LLC, an Idaho limited

liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Dwelling Unit" shall mean and refer to single-family, detached residential houses constructed or to be constructed on each Lot.

Section 8. "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, alleys, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, drainage facilities, walls, signs, lights, mail boxes, dog houses, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, utility improvements, and any other exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later additions or alterations.

Section 9. "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to the Common Area Lots or Pressurized Irrigation System, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 10. "Lot" shall mean and refer to any lot designated in the Plat and/or any other recorded subdivision plat of the Property, with the exception of the Common Area Lots.

Section 11. "Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. "Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

Section 13. "Owner" shall mean and refer to the record owner, other than Declarant, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Perimeter Fence" shall mean that certain vinyl and/or wrought iron fencing constructed by Declarant along the Property boundary.

Section 15. "Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 16. "Plat" shall mean that certain Baron Subdivision final plat filed in Book 98 of Plats at Pages 12541 and 12542, Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit C, and made a part hereof.

Section 17. "Pressurized Irrigation System" shall mean that certain irrigation system further described in Article V.

Section 18. "Private Alleys" shall mean Common Area Lots 13 and 37 owned by the Association for the common use and enjoyment predominantly of the Owners of Lots 2 through 11 and 39 through 47. As used herein, the definition of Private Alleys shall include all Improvements thereto, including, without limitation, the roadway surfaces, curbs, gutters, sidewalks, if any, drainage facilities and any and all appurtenant improvements located thereon such as street lights, street signs and landscaping, if any.

Section 19. "Property" shall mean and refer to that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 20. "Regular Assessments" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area Lots and Pressurized Irrigation System, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration or any supplemental declaration.

Section 21. "Side Yards" shall mean those yard areas located between Dwelling Units on Lots 2 through 11, 15 through 23, and 26 through 35, further defined as follows. With respect to Lots 2 through 11, the Side Yards shall mean the yard areas between Dwelling Units located on the Lot to the east and adjacent to the entire western wall of the Dwelling Unit to the east. By way of example, the Side Yard between Lots 9 and 10 is that yard area located on Lot 9 which runs from the southwest corner to the northwest corner of the Dwelling Unit on Lot 9. With respect to Lots 15 through 23 and 26 through 35, the Side Yards shall mean the yard areas between Dwelling Units located on the Lot to the east and adjacent to the entire western wall and fence of the Dwelling Unit to the east. By way of example, the Side Yard located between Lots 33 and 34 is that yard area located on Lot 34 which runs from the southwest corner to the northwest corner of the Dwelling Unit on Lot 34 and which runs along the fence from the northwest corner of the Dwelling Unit on Lot 34 to the northwest boundary of Lot 34. **Side Yards are generally depicted on the attached Exhibit D, which is made a part hereof.** Lot line boundaries are located within the Side Yards.

Section 22. "Special Assessments" shall mean that portion of the costs of the capital improvements and replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Declaration or any supplemental declaration.

Section 23. "W. Baron Lane" shall mean Common Area Lot 24 owned by the Association for the common use and enjoyment of all Owners within the Property. As used herein, the definition of W. Baron Lane shall include all Improvements thereto, including, without limitation, the roadway surface, curbs, gutters, sidewalks, if any, drainage facilities and any and all appurtenant improvements located thereon such as street lights, street signs and landscaping, if any.

ARTICLE IV: USE AND REGULATION OF USES

Section 1. Single Family Residences. Each Lot shall be used for detached, single-family residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use. Lots may be used for the purposes of operating the Association. The provisions of this Section shall not preclude Declarant from conducting any sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, manufactured or mobile homes shall be allowed. Notwithstanding the foregoing, Declarant, or its agents, shall have the right to place construction and/or other temporary trailers or other items on any portion of the Property it owns.

Section 2. Exterior Improvements, Appearance and Emergency Maintenance. No Owner shall install, construct or place any Improvement on any Lot (including any landscaping) or the exterior of his or her Dwelling Unit without the prior written consent of the Architectural Committee.

In order to preserve a uniform lawn appearance, the Association shall mow and trim all grass surfaces located on each Lot. The days, times and frequency of this lawn maintenance shall be determined by the Board at its discretion. The cost of this lawn maintenance shall be paid equally by all Owners in the form of Regular Assessments. All Owners shall grant the Association (or its agents) reasonable access to their Lots for purposes of performing this lawn maintenance.

Other than the aforementioned lawn maintenance, all Owners shall keep and maintain their Lots and Dwelling Unit exteriors in a repaired, attractive, clean and habitable condition including, without limitation, all walkways, patios, flower beds, gates and fences (other than the Perimeter Fence). In the event any Owner does not keep his or her Lot and/or Dwelling Unit exterior in such a condition (as determined by the Board in its reasonable judgement), the Board and its agents or employees, may, after thirty days' prior written notice to such Owner, enter such Lot to make such repairs or perform such maintenance as to bring such Lot and/or Dwelling Unit exterior into compliance with this Article. The cost of any such repairs and maintenance shall be treated as a Limited Assessment to such Owner.

In the event an emergency which in the judgment of the Board presents an immediate threat to the health and safety of the Owners, their guests or invitees, or an immediate risk of harm or damage to any of the Dwelling Units or any part of the Property, the Board and its agents or employees, may enter any Lot to make repairs or perform maintenance. Such entry shall be repaired by the Board out of the common expense fund if the entry was due to an emergency (unless the emergency was caused by an Owner, in which case the cost shall be treated as a Limited Assessment and charged only to that Owner). If the repairs or maintenance were requested by an Owner, the costs thereof shall be treated as a Limited Assessment to such Owner.

Section 3. Garage Doors. To the extent possible, garage doors must remain closed at all times. Notwithstanding the foregoing, garage doors shall never remain open for longer than thirty (30) minutes.

Section 4. Side Yards. All Side Yards shall be controlled and utilized by, and be the maintenance responsibility of, the Lot Owner to the west (regardless of where the Lot line boundary is located). Accordingly, Declarant hereby reserves for the use and benefit of all such Owners, for the purposes incidental to the use and enjoyment of the Side Yards, a perpetual ingress, egress, maintenance, repair and improvement easement to enter on, over, across and through the Side Yards. The aforementioned easement reservation is not exclusive. The adjacent Lot Owner to the east shall have the limited right to access these Side Yards for purposes of maintaining his/her/its Dwelling Unit.

Subject to Article X, Owners who control and are responsible for maintenance of the Side Yards may construct limited Improvements to these Side Yards, provided that no such Improvements may interfere with the Association's or adjacent Lot Owner's easement rights granted herein. **Each Owner should discuss these use rights and restrictions with their homeowner's insurance carrier to insure that each Owner has proper insurance associated with these Side Yards.**

Section 5. Outbuildings. All outbuildings are prohibited.

Section 6. Fences. Fencing, other than fencing provided by the Declarant, is prohibited. The Association shall be responsible for the maintenance, repair and/or replacement of the Perimeter Fence.

Section 7. Common Area Lots, Including W. Baron Lane and the Private Alleys. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Area Lots, including W. Baron Lane, the Private Alleys and any and all Improvements located thereon. The Association shall maintain and operate these Common Area Lots in a competent and attractive manner, including the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon.

There is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each Lot, and for the use and benefit of the Association and each Owner, and their respective heirs, successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual ingress and egress easement to enter on, over, across and through W. Baron Lane and the Private Alleys. It is expressly understood and agreed that the easements herein created shall be absolute and non-exclusive and that in all respects W. Baron Lane and the Private Alleys shall be used, and available for use, by all such Persons, their guests, invitees and licensees in the same manner as if W. Baron Lane and the Private Alleys were public. Notwithstanding the foregoing, use of W. Baron Lane and the Private Alleys shall be subject to the Restrictions contained in this Declaration and the right of the Board to impose such rules, regulations and restrictions, as may be necessary or convenient to assure the privacy, safety, security and well-being of each such Lot and the Owners residing within the Property.

Nothing shall be altered or constructed in or removed from the Common Area Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Area Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Area Lot; and

(b) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

Section 8. Emergency Turnaround License Agreement. Declarant entered into that certain Emergency Turnaround License Agreement attached hereto as Exhibit E, which is made a part hereof ("License Agreement"), whereby Declarant was granted a license to access, construct, maintain, repair and replace an emergency vehicle turnaround. Declarant hereby assigns to the Association, and the Association hereby assumes, all of Declarant's rights, duties and obligations contained therein.

Section 9. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations do not increase the burdens on W. Baron Lane and/or the Private Alleys.** If the Board determines, in its reasonable discretion, that a home occupation is increasing the burden on W. Baron Lane and/or the Private Alleys, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may

conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on W. Baron Lane or the Private Alleys.

Section 10. Parking. Unless otherwise provided herein, Owners must park their operative motor vehicle(s) only in their garages. **Parking in the Private Alleys is strictly prohibited.** All other unenclosed parking areas, including driveways, are restricted to use for temporary parking of operative motor vehicles of guests, invitees and licensees of Owners, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit. The parking of inoperative motor vehicles, equipment, motor homes, campers, trailers, boats, recreational vehicles or any other items on the Property is strictly prohibited, unless parked within an Owner's garage or other enclosed area. For purposes of this Section, "temporary parking" shall mean the parking of operative motor vehicles (other than motor homes, campers, trailers, boats and other recreational vehicles) for no more than twelve (12) hours per vehicle, per day. **Notwithstanding any of the foregoing, 1) all parking within the Property shall comply with any and all street signs posted throughout the Property and 2) guests staying with Owners for multiple days may park their operative motor vehicles in such Owners' driveways during these days upon the prior written consent of the Board.**

Declarant may park any number of operative motor vehicle(s), equipment or other items on any portion of the Property owned by it without time limits.

The Board may require removal of any inoperative vehicle, unsightly vehicle, and/or any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored. If the same is not removed after one (1) day's written notice, the Board may cause removal at the risk and expense of the owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

Section 11. Compliance With Laws. No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Area Lots which would be in violation of any laws, rules, regulations or ordinances.

Section 12. Signs. No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than four (4) square feet advertising the Lot for sale may be installed on any Lot, but the sign shall be removed within five (5) days following sale. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of Property owned by it.

Section 13. Pets. No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in Common Area Lot, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

Section 14. Nuisance. No noxious or offensive activity shall be carried on in any Dwelling Unit, Lot or Common Area Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No noise, obstructions of pedestrian walkways, unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any federal, state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, garbage cans, trash, trash cans, dog houses, equipment, gas canisters, propane gas tanks, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, and scrap shall be screened from view at all times. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 15. Antennae. Antennae and/or satellite dishes shall be placed in the back yards or mounted on the back or sides of Dwelling Units and shall be placed and/or mounted in such a way to minimize the visual impact to all other portions of the Property.

Section 16. Insurance. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, and other loss or damage. Nothing shall be done or kept in any Dwelling Unit, Lot, or Common Area Lot which will increase the rate of the Association's, Declarant's or any other Owner's insurance.

Section 17. Garbage Pick-Up. Garbage and recycle containers can only be placed on the appropriate sidewalks or driveways on garbage and recycle collection days and such containers must be removed no later than 8:00pm that evening.

Section 18. Lot 25 and W. Baron Lane. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the absolute right to extend W. Baron Lane through Common Area Lot 25 to Gary's Subdivision located on the western boundary of the Property. In this regard, Declarant may retain ownership of W. Baron Lane and Lot 25 until such time as this extension is complete. Once this extension is complete, Declarant will then deed W. Baron Lane and Lot 25 to the Association. Such ownership retention shall not alleviate the Association's duty to maintain, repair and replace W. Baron Lane and Lot 25 in accordance with the terms of this Declaration. This extension may be accomplished in such a way that an additional Lot may be created adjacent to Lot 23. Declarant shall have the absolute right to create, own and develop this additional Lot into a single-family residential Lot consistent with the remainder of the Property.

Section 19. Storm Water Drainage. Storm water will be captured on-site. Some storm water will drain into the Private Alleys and then into drainage inlets located therein. The remaining storm water

will drain into drainage inlets located on Lots. Once the storm water has drained into the inlets, pipes will drain the water to a drain field and related facilities located on Lot 25. The Association shall be responsible for maintaining, repairing and replacing all drainage inlets, pipes and other improvements and facilities located throughout the Property including, without limitation, all drainage inlets and related Improvements located on the Lots.

ARTICLE V: PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS

Irrigation water will be supplied by a pressurized irrigation system which may include a water well, main lines, pumps, sprinkling clocks, service lines, valves, and other facilities located on the Property and on adjoining property using the existing water right discussed below ("Pressurized Irrigation System"). The Association shall be responsible for the operation and maintenance of that portion of the Pressurized Irrigation System which it owns. Owners shall be responsible for the operation and maintenance of those portions of the Pressurized Irrigation System located on their Lots.

Declarant entered into that certain Irrigation Easement Agreement attached hereto as Exhibit F, which is made a part hereof ("Easement Agreement"), whereby Declarant was granted an access easement to an existing well and the right to construct, operate, maintain, repair and replace an irrigation water distribution system. Declarant hereby assigns to the Association, and the Association hereby assumes, all of Declarant's rights, duties and obligations contained in the Easement Agreement. All costs associated with the Pressurized Irrigation System shall be assessed to the Owners in the form of Regular Assessments.

The Pressurized Irrigation System will use non-potable (non-drinkable) water. By accepting a deed to any portion of the Property, each Owner hereby covenants and agrees to hold Declarant and the Association harmless from any and all liability for damages or injuries to their children, guests, agents, or invitees caused by the Pressurized Irrigation System.

Declarant currently owns the water rights which are appurtenant to the Property. Declarant will transfer these water rights to the Association for its use in the Pressurized Irrigation System. In the event a canal company, ditch company, water district or irrigation company or district manages and/or delivers this water, the Association shall be responsible for its proportionate share of such management, delivery or other fee.

ARTICLE VI: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease when, and if, Declarant has sold all Lots within the Property.

ARTICLE VII: ASSOCIATION INSURANCE

Section 1. Insurance. The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which may include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements located within the Common Area Lots and all Improvements associated with the Pressurized Irrigation System;

(b) Comprehensive general liability insurance insuring the Association and the Owners, and the individual grantees, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership, management, maintenance and/or use of the Property;

(c) Full coverage directors' and officers' liability insurance for the Association's directors and officers with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Declaration;

(d) Such other insurance and/or fidelity and other bonds as the Association shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

Section 2. Premiums Included in Assessments. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

ARTICLE VIII: ASSESSMENTS

Section 1. Covenant to Pay, Start-Up Assessments, Liens and Personal Obligation. **Each Owner of any Lot by acceptance of a deed therefore is deemed to covenant and agree to pay to the Association all Assessments levied thereby. In addition, each Owner upon the purchase of a Lot and Dwelling Unit shall pay a one-time "start-up" assessment for use by the Association. These Assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them. Declarant has no obligation to pay Assessments.**

Section 2. Uniform Rate of Assessment. Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 3. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month following the closing of the sale of a Lot from Declarant to an Owner. The first annual assessment shall be pro-rated according to the number of months remaining in the calendar year. Subsequently, the Board shall fix and notify all Owners in writing of the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. The due dates shall be established by the Board, which may be annually, quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. **In the event Declarant pays any Assessments needed for the proper functioning of the Association, these Assessments shall be treated as loans to the Association which shall be re-paid to Declarant.**

Section 4. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from that date at a rate equal to the lesser of twelve percent (12%) or the highest rate allowed by applicable law. Additionally, a late fee of \$30.00 shall be added to and charged on each Assessment which is not paid within this payment period. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area Lots or Pressurized Irrigation System or abandonment of his or her Lot.

Section 5. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE IX: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board. The Board, for the benefit of the Association and the Owners, shall enforce the provisions of this Declaration and the Association's articles of incorporation and bylaws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and bylaws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Association and the Property, including, but not limited to, the following:

(a) Operation, maintenance and management of the Common Area Lots, including W. Baron Lane and the Private Alleys, the Pressurized Irrigation System and all exterior Improvements required herein, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Area Lots and Pressurized Irrigation System. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drainage Improvements located on the Property.

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the bylaws or this Declaration. Each Owner shall be responsible for the insurance for his or her Lot, Dwelling Unit and personal property.

(e) The services of Persons as required to properly manage the affairs of the Association to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Association's affairs, administration of the Property, or the enforcement of this Declaration.

(g) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, all Owners hereby covenant that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Area Lots and Pressurized Irrigation System, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement. The Association and Board, and their agents and employees, shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein and for otherwise discharging the responsibilities and duties of the Association and Board as provided in this Declaration.

Section 3. Non-Waiver. The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles of incorporation or bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Association.

Section 4. Limitation of Liability. The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Owner or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of common expense

assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Association and the Property.

Section 5. Indemnification of Board Members. Each member of the Board shall be indemnified by the Association and the Owners against all expenses (including attorneys' fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Association or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant and its agents.

ARTICLE X: ARCHITECTURAL COMMITTEE

Section 1. Charter of Architectural Committee. The Association or Declarant is authorized to appoint an Architectural Committee. The charter of the Architectural Committee is to represent the collective interests of all Owners, and to help Owners wishing to make exterior Improvements and/or alterations. **Each Owner is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review and approval. This Article does not apply to the Declarant.**

Section 2. Architectural Control. No exterior Improvement, including, without limitation, Dwelling Unit, building, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Architectural Committee and same has been approved in writing, and an appropriate building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry. Approval of the architectural design shall apply only to the exterior appearance of said Improvements. It shall not be the intent of these restrictions to control the interior layout or design of said structures.

Section 3. Review of Proposed Improvements. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board and/or Declarant, including the inspection of construction in progress. The Architectural Committee may condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance and the payment of an architectural review processing fee. The Architectural Committee may require submission of additional plans or review by a professional architect. The Architectural Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Architectural Committee of any required plans and specifications the Architectural Committee may postpone review of plans. Decisions of the Architectural

Committee and the reasons therefor shall be transmitted by the Architectural Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. If the Architectural Committee has not accepted (either conditionally or otherwise) or rejected an Owner's application within this thirty (30) day period, such application shall be deemed approved.

Section 4. Inspection of Approved Improvements. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Architectural Committee.

(b) Within sixty (60) days thereafter, the Architectural Committee, or its duly authorized representative, may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner and the Board in writing of such noncompliance within such sixty (60) day period, specifying the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board may, at its option, exercise its right to enforce the provisions of this Declaration by proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement associated with correcting or removing the same pursuant to this Declaration.

Section 5. Review of Unauthorized Improvements. The Architectural Committee may identify for review, Improvements which were not submitted to the approval process as follows:

(a) The Architectural Committee or its duly authorized representative may inspect such unauthorized Improvement.

(b) If the Architectural Committee finds that the work is in noncompliance with this Declaration and/or its standards or guidelines, it shall notify the Owner and the Board in writing of such noncompliance and its request to remedy such noncompliance.

(c) If the Owner has not remedied such noncompliance within a period of not more than thirty (30) days from his or her receipt of the noncompliance notice, then the Board may, at its option, exercise its right to enforce the provisions of this Declaration by a proceeding at law or in equity on behalf of the Association and/or correcting such noncompliance itself, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement of the costs associated with correcting or removing the same pursuant to this Declaration.

ARTICLE XI: GENERAL PROVISIONS

Section 1. Enforcement. The Association, Declarant and/or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all terms and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any term or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these terms or Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment. The terms 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 recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by 1) Declarant (assuming Declarant owns one or more Lots) and the consent of one-half (½) of the Class A Members, or 2) two-thirds (2/3) of the Class A Members assuming Declarant does not own any Lots. Amendments shall be in the form of supplemental declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation. Additional residential property and/or Common Area Lots may be annexed to the Property by Declarant or with the consent of two-thirds (2/3) of the Class A Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors. The terms and Restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant, the Association and all Lot Owners and their successors in interest.

Section 6. Attorneys Fees. In the event it shall become necessary for the Association, Declarant or any Owner to retain legal counsel to enforce any term or Restriction contained within this Declaration, the prevailing party to any court proceeding shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy, appeal or arbitration proceeding.

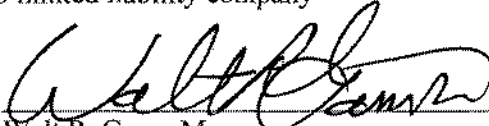
Section 7. Governing Law. This Declaration shall be construed and interpreted in accordance with the laws of the State of Idaho.

[End of Text]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 20 day of June, 2008.

Bonanza Associates LLC,
an Idaho limited liability company

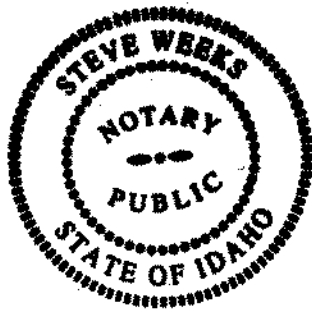
By:


Walt R. Gann, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 20th day of June, 2008, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Walt R. Gann, known or identified to me to be a manager of Bonanza Associates LLC, the person who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same.

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



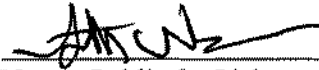

Notary Public for Idaho
Residing at Bozler, Idaho
My commission expires: 6-1-2011

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 48, Block 1 of the Baron Subdivision, according to the official plat thereof, filed in Book 98 of Plats at Pages 12541 and 12542, Official Records of Ada County, Idaho.

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREA LOTS

Lots 1, 12, 13, 14, 24, 25, 36, 37, 38 and 48, Block 1 of the Baron Subdivision, according to the official plat thereof, filed in Book 98 of Plats at Pages 12541 and 12542, Official Records of Ada County, Idaho.

EXHIBIT C

BARON SUBDIVISION FINAL PLAT

See Attached.

PLAT RECORDING SHEET

INSTRUMENT NO. 107102085

BOOK : 98

PAGE : 12541

Thru : 12542

SURVEYOR : Delson D Brokaw

SUBDIVISION NAME : Baron Subdivision

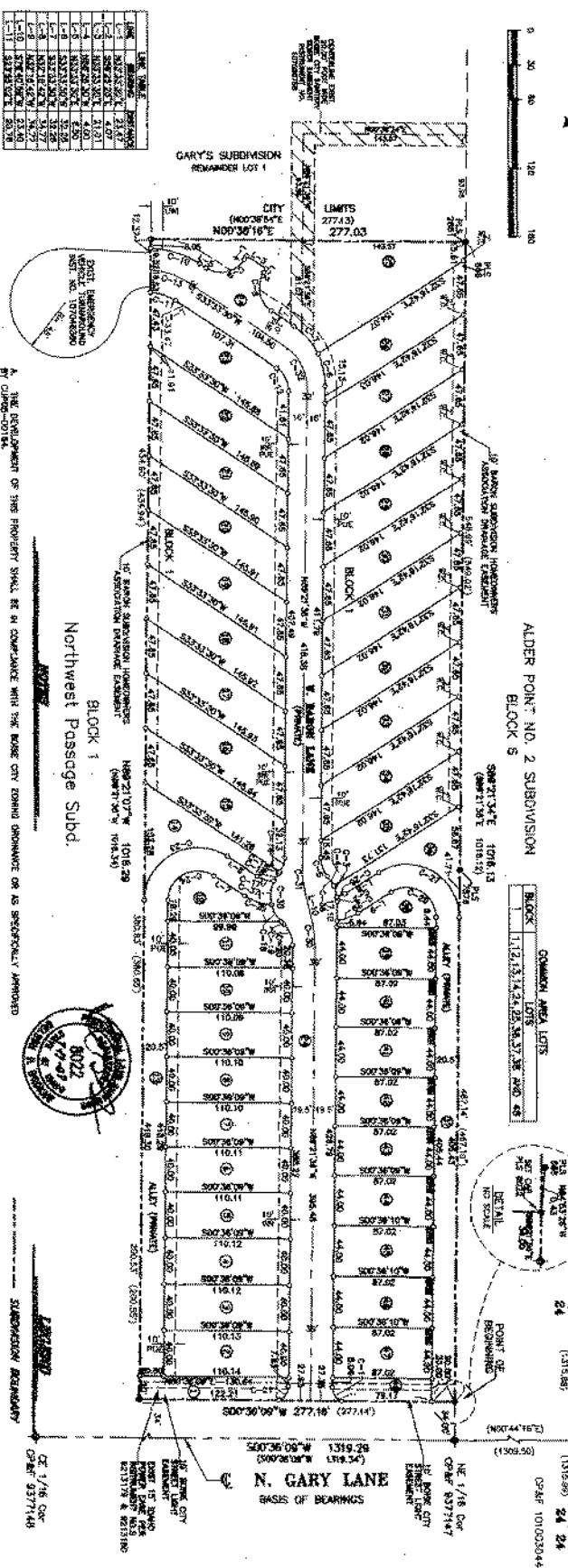
OWNERS : Bonanza Associates, LLC

AT THE REQUEST OF : Bonanza Associates, LLC

COMMENTS : SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 24 T4N R1E

BARON SUBDIVISION

A PARCEL OF LAND SITUATED IN THE SW/4 OF THE NW/4 OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOONE MERIDIAN, BEING A RE-SUBDIVISION OF LOT 1, BLOCK 1 OF NORTHWEST PASSAGE SUBDIVISION AND A REMAINDER PORTION OF LOT 6 OF GARY'S SUBDIVISION, CITY OF BOONE CITY, ADA COUNTY, IOWA.



LOT	AREA	AREA	AREA
1-10	10.00	10.00	10.00
1-11	10.00	10.00	10.00
1-12	10.00	10.00	10.00
1-13	10.00	10.00	10.00
1-14	10.00	10.00	10.00
1-15	10.00	10.00	10.00
1-16	10.00	10.00	10.00
1-17	10.00	10.00	10.00
1-18	10.00	10.00	10.00
1-19	10.00	10.00	10.00
1-20	10.00	10.00	10.00
1-21	10.00	10.00	10.00
1-22	10.00	10.00	10.00
1-23	10.00	10.00	10.00
1-24	10.00	10.00	10.00
1-25	10.00	10.00	10.00
1-26	10.00	10.00	10.00
1-27	10.00	10.00	10.00
1-28	10.00	10.00	10.00
1-29	10.00	10.00	10.00
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Northwest Passage Subd.

Block 1

N. GARY LANE

BASES OF BEARINGS

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

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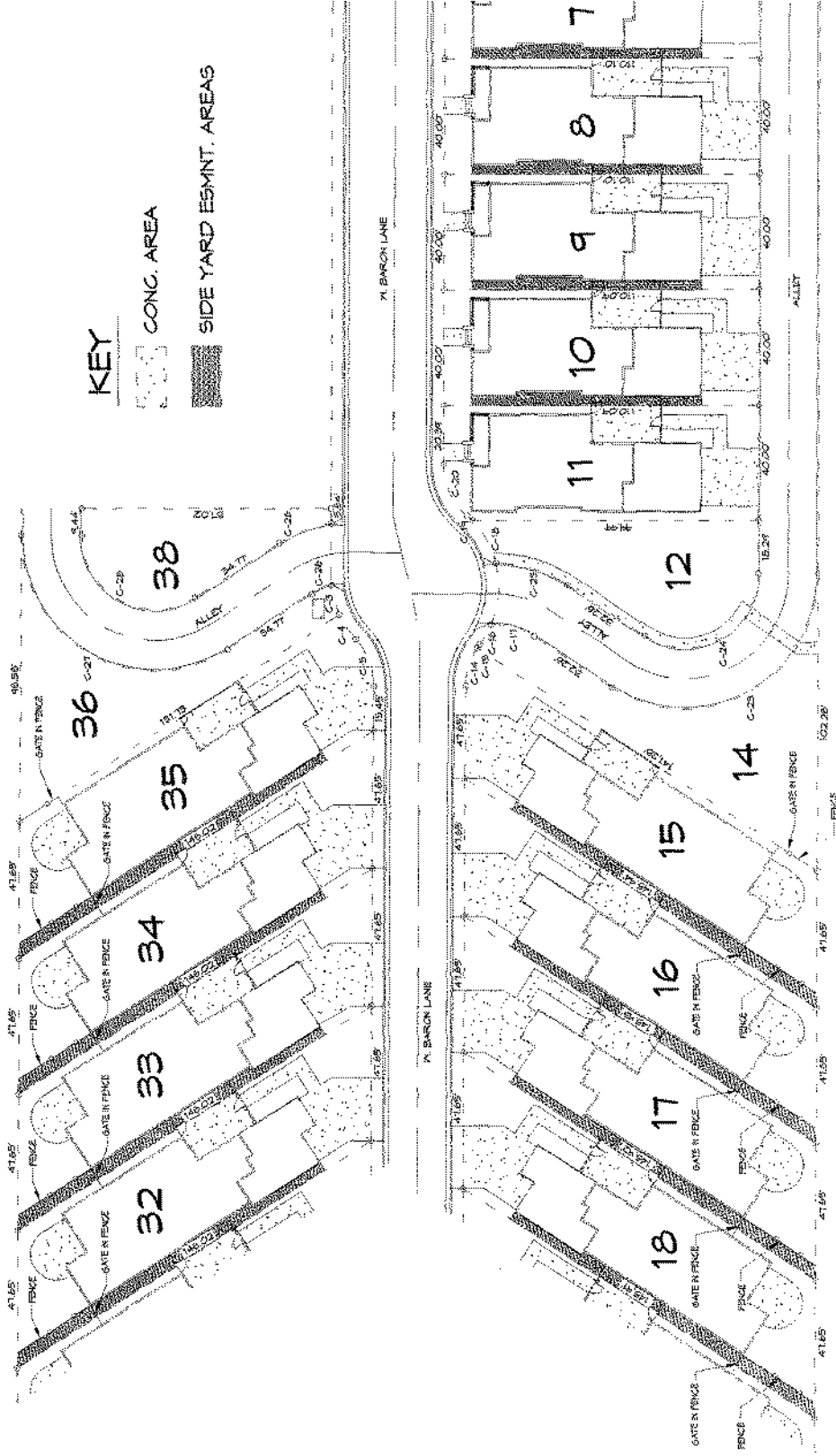
LOT 535

EXHIBIT D
SIDE YARDS DEPICTION

See Attached.

Baron Subdivision

Depiction of Side Yards



1 SITE PLAN

NORTH
SCALE: NTS 1" = 1'

EXHIBIT E

EMERGENCY TURNAROUND LICENSE AGREEMENT

See Attached.

EMERGENCY TURNAROUND LICENSE AGREEMENT

This EMERGENCY TURNAROUND LICENSE AGREEMENT (this "Agreement") is made this 7th day of April, 2007, by and between DBSI Shadow Hills LLC, an Idaho limited liability company ("DBSI"), and Bonanza Associates LLC, an Idaho limited liability company ("Bonanza").

RECITALS:

A. DBSI is the owner of that certain real property legally described as Lot 9, Block 1, Northwest Passage Subdivision, recorded in Book 92 of Plats at Pages 10998 and 10999, official records of Ada County, Idaho ("Northwest Passage Property").

B. Bonanza is the owner of that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Baron Subdivision").

C. DBSI has agreed to grant Bonanza an emergency vehicle turnaround on, over, across and through that certain portion of the Northwest Passage Property legally described and depicted on the attached Exhibit B, which is made a part hereof ("Emergency Turnaround").

NOW, THEREFORE, for good and valuable consideration, including the recitals above which are incorporated below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT: DBSI hereby grants to Bonanza, its successors and assigns, a license right on, over, across and through the Emergency Turnaround for purposes of constructing, maintaining, repairing, and replacing an emergency vehicle turnaround for the benefit of all state and local emergency services and the Baron Subdivision. All such construction, maintenance, repair, and replacement activities shall be conducted at the sole cost and expense of Bonanza.

2. TERMINATION: This Agreement shall automatically terminate and be of no further force and effect without any action required by either party when, and if, emergency vehicles can drive through the Baron Subdivision onto the Northwest Passage Property and then exit onto N. Gary Lane via a continuous loop (and vis versa).

3. INDEMNITY: Bonanza shall indemnify, defend and save DBSI, its successors and assigns, harmless from any and all claims, liability, losses, costs, charges, or expenses which DBSI may incur as a result of any act or omission of Bonanza in its use of the Emergency Turnaround.

4. REMEDIES: In the event of a breach hereunder by any party, the nonbreaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

5. MODIFICATION: This Agreement shall not be modified unless expressly agreed to by both parties in writing.

6. AUTHORITY: Each person signing this Agreement on behalf of DBSI and Bonanza hereby represents and warrants that such person has the power and authority to execute this Agreement and that this Agreement is binding against DBSI and Bonanza, respectively, in accordance with its terms.

7. COMPLIANCE WITH ALL LAWS: Bonanza hereby agrees to comply in all respects with any and all federal, state and local statutes, laws, ordinances, codes, regulations and

rules in connection with the use, construction, maintenance, repair and replacement of the Emergency Turnaround.

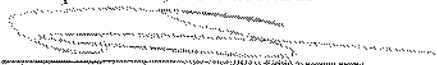
8. ASSIGNMENT: DBSI hereby agrees that Bonanza, upon completion of all improvements contemplated herein, shall have the right to assign all its right, title, interest, duties and obligations hereunder to the homeowners association formed for the purpose of operating and maintaining the Baron Subdivision or any other party willing to assume responsibility for the Emergency Turnaround. Upon such assignment, Bonanza is released and relieved of all obligations hereunder.

9. BINDING EFFECT: Until such time as this Agreement is terminated pursuant to Section 2 above, this Agreement shall inure to, and be a binding obligation of, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

DBSI Shadow Hills LLC,
an Idaho limited liability company

By: DBSI Housing, Inc.,
an Idaho corporation, Its Member

By: 
Name: Teahon
Title: President
Date: 4-2-07

Bonanza Associates LLC,
an Idaho limited liability company

By: 
Walt Gann, Manager

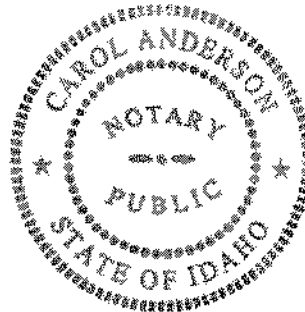
Date: 4/3/07

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Thomas Swenson, known or identified to me to be the Asst Secretary of DBSI Housing, Inc., a Member in the limited liability company of DBSI Shadow Hills LLC, the Member who subscribed said company name to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said company.

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

Carol Anderson
NOTARY PUBLIC for Idaho
Residing at: Boise
My commission expires: 10/8/2009



STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Walt Gann, known or identified to me to be the manager of Bonanza Associates LLC, the person who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

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

Kerrie Quinn
NOTARY PUBLIC for Idaho
Residing at: Boise
My commission expires: 3-21-09



Exhibit A
Baron Subdivision
Legal Description

See attached.

BARON SUBDIVISION NO. 1

BOUNDARY DESCRIPTION

A parcel of land situated in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24, Township 4 North, Range 1 East, Boise Meridian, being a re-subdivision of Lot 1, Block 1 of Northwest Passage Subdivision and a remainder portion of Lot 6 of Gary's Subdivision, City of Boise City, Ada County, Idaho, described as a whole as follows:

COMMENCING at the northeast $\frac{1}{16}$ corner of said Section 24 as shown on Northwest Passage Subdivision recorded in Book 92 of Plats at Pages 10998 and 10999, Ada County records, from which corner, the center east $\frac{1}{16}$ corner of said section bears S.00°36'09"W, 1319.29 feet; thence, along the north line of said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24,

- A) N.89°21'34"W., 34.00 feet to a line parallel with and 34.00 feet westerly of the easterly line of said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$; thence, along said parallel line,
- B) S.00°36'09"W., 99.67 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) S.00°36'09"W., 177.49 feet to the southeast corner of said Lot 1; thence, along the southerly and westerly lines of said lot through the following courses:
 - 2) N.89°21'07"W., 1016.29 feet; thence,
 - 3) N.00°38'16"E., 277.03 feet; thence, leaving the southerly and westerly lines of said lot, along the northerly line and the easterly prolongation of the northerly line of said Lot 1,
 - 4) S.89°21'34"E., 864.13 feet; thence,
 - 5) S.00°36'10"W., 107.52 feet; thence,
 - 6) S.89°21'36"E., 140.06 feet to the beginning of a tangent curve; thence,
 - 7) Northeasterly along said curve to the left having a radius of 13.00 feet, an arc length of 15.12 feet, through a central angle of 66°39'39", and a chord bearing and distance of N.57°18'34"E., 14.29 feet to the **POINT OF BEGINNING**.

SAID PARCEL containing 6.09 acre, more or less.



Exhibit B
Emergency Turnaround
Legal Description and Depiction

See attached.

Project: 05032
Date: July 18, 2006
Page: 1 of 1

Emergency Vehicle Turnaround Easement

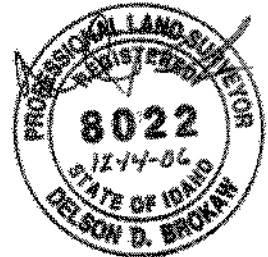
A parcel of land situated in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24, Township 4 North, Range 1 East, Boise Meridian, City of Boise City, Ada County, Idaho, being a portion of Lot 9, Block 1 of Northwest Passage Subdivision recorded in Book 92 of Plats at Pages 10998-10999, Ada County records, more particularly described as follows:

COMMENCING at the northwest corner of said Lot 9; thence, along the northerly line of said lot,

- A) S.89°21'07"E., 42.59 feet to the **POINT OF BEGINNING**; thence,
- 1) Southeasterly along a curve to the left having a radius of 25.00 feet, an arc length of 37.26 feet, through a central angle of 85°23'44", and a chord bearing and distance of S.38°16'44"E., 33.91 feet to a point of reverse curvature; thence,
 - 2) Southwesterly along said curve to the right having a radius of 48.00 feet, an arc length of 221.47 feet, through a central angle of 264°21'31", and a chord bearing and distance of S.51°12'10"W., 71.14 feet; thence, tangent from said curve,
 - 3) N.03°22'56"E., 71.66 feet to a point on the northerly line of said lot; thence, along said northerly line,
 - 4) S.89°21'07"E., 30.21 feet to the **POINT OF BEGINNING**.

SAID PARCEL containing 8,595 square feet, or 0.20 acre, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way, Easements of Record, and Encumbrances.



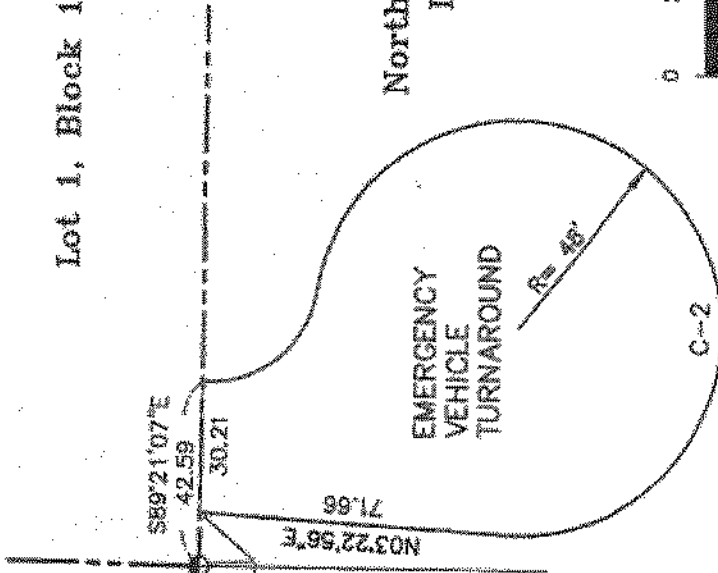
A PARCEL OF LAND SITUATED IN THE SW1/4 OF THE NE1/4
OF SECTION 24, T.4N., R.1E., B.M., ADA COUNTY, IDAHO.

2006

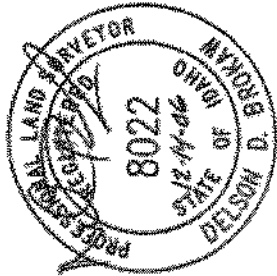
Gary's Subdivision
Remainder Lot 6

Lot 1, Block 1

NW CORNER
LOT 9



Northwest Passage Subd.
Lot 9, Block 1



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C-1	25.00	37.26	85°23'44"	S39°16'44"E	33.91
C-2	48.00	221.47	284°21'31"	S51°12'10"W	71.14



BROKAN SURVEYING & MAPPING L.L.C.
11056 Lone Star Rd., Nampa, Idaho
Phone: 249-0479

EXHIBIT F

IRRIGATION EASEMENT AGREEMENT

See Attached.

IRRIGATION EASEMENT AGREEMENT

This IRRIGATION EASEMENT AGREEMENT (this "Agreement") is made this 2nd day of April, 2007, by and between DBSI Shadow Hills LLC, an Idaho limited liability company ("DBSI"), and Bonanza Associates LLC, an Idaho limited liability company ("Bonanza").

RECITALS:

A. DBSI is the owner of that certain real property legally described as Lot 2, Block 1, Northwest Passage Subdivision, recorded in Book 92 of Plats at Pages 10998 and 10999, official records of Ada County, Idaho ("Northwest Passage Property").

B. Bonanza is the owner of that certain real property legally described on the attached Exhibit A, which is made a part hereof ("Baron Subdivision").

C. The Northwest Passage Property contains an irrigation well, pump and related improvements.

D. DBSI has agreed to grant Bonanza access to, and use of, this well, pump and related improvements on, over, across and through that certain portion of the Northwest Passage Property legally described and depicted on the attached Exhibit B, which is made a part hereof ("Irrigation Easement Property").

NOW, THEREFORE, for good and valuable consideration, including the recitals above which are incorporated below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. GRANT: DBSI hereby grants to Bonanza, its successors and assigns, a perpetual, non-exclusive easement on, over, across and through the Irrigation Easement Property for purposes of constructing, operating, maintaining, repairing, and replacing an irrigation water distribution system and its related improvements for the benefit of the Baron Subdivision. DBSI's grant herein includes, without limitation, the right of Bonanza to use, improve, maintain, repair and replace the existing well, pump and related improvements currently located within the Irrigation Easement Property. All such use, improvement, construction, operation, maintenance, repair, and replacement activities shall be conducted at the sole cost and expense of Bonanza, including, without limitation, all electricity costs associated with the pump. Bonanza shall have sixty days from the effective date of this Agreement to transfer this electricity billing into its name.

2. BINDING EFFECT: All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit, obligation and use of the successors and assigns of the parties hereto.

3. NON-EXCLUSIVE RIGHT: DBSI, its successors and assigns, shall have the right to use the Irrigation Easement Property for landscaping improvements, provided such landscaping does not unreasonably interfere with Bonanza's use and enjoyment of its irrigation water delivery system and/or the Irrigation Easement Property.

4. INDEMNITY: Bonanza shall indemnify, defend and save DBSI, its successors and assigns, harmless from any and all claims, liability, losses, costs, charges, or expenses which DBSI may incur as a result of any act or omission of Bonanza in its use of the Irrigation Easement Property.

5. REMEDIES: In the event of a breach hereunder by any party, the nonbreaching party shall have all remedies available at law or in equity, including injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the

prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements.

6. **MODIFICATION:** This Agreement shall not be modified unless expressly agreed to by both parties in writing.

7. **AUTHORITY:** Each person signing this Agreement on behalf of DBSI and Bonanza hereby represents and warrants that such person has the power and authority to execute this Agreement and that this Agreement is binding against DBSI and Bonanza, respectively, in accordance with its terms.

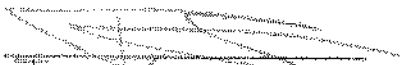
8. **COMPLIANCE WITH ALL LAWS AND INDUSTRY STANDARDS:** Bonanza hereby agrees to comply in all respects with any and all federal, state and local statutes, laws, ordinances, codes, regulations and rules in connection with the use of the Irrigation Easement Property. In addition, with respect to the construction, operation, maintenance, repair and replacement of the water distribution system and its related improvements, Bonanza agrees to comply with all applicable industry standards pertaining thereto.

9. **ASSIGNMENT:** DBSI hereby agrees that Bonanza, upon completion of all improvements contemplated herein, shall have the right to assign all its right, title, interest, duties and obligations hereunder to the homeowners association formed for the purpose of operating and maintaining the Baron Subdivision or any other party becoming responsible for the delivery of irrigation water to the Baron Subdivision. Upon such assignment, Bonanza is released and relieved of all obligations hereunder.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

DBSI Shadow Hills LLC,
an Idaho limited liability company

By: DBSI Housing, Inc.,
an Idaho corporation, Its Member

By: 
Name: Jeremy Sussela
Title: ASA SECRETARY
Date: 4-2-07

Bonanza Associates LLC,
an Idaho limited liability company

By: 
Walt Gann, Manager

Date: 4/3/07

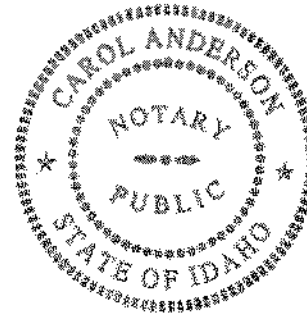
STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Jeremy Swenson, known or identified to me to be the Asst. Secretary of DBSI Housing, Inc., a Member in the limited liability company of DBSI Shadow Hills LLC, the Member who subscribed said company name to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of said company.

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

Carol Anderson

NOTARY PUBLIC for Idaho
Residing at: Yukon
My commission expires: 11/3/2009



STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Walt Gann, known or identified to me to be the manager of Bonanza Associates LLC, the person who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same on behalf of said company.

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

Kerrie Quinn

NOTARY PUBLIC for Idaho
Residing at: Alsea
My commission expires: 3-31-09



Exhibit A
Baron Subdivision
Legal Description

See attached.

BARON SUBDIVISION NO. 1

BOUNDARY DESCRIPTION

A parcel of land situated in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24, Township 4 North, Range 1 East, Boise Meridian, being a re-subdivision of Lot 1, Block 1 of Northwest Passage Subdivision and a remainder portion of Lot 6 of Gary's Subdivision, City of Boise City, Ada County, Idaho, described as a whole as follows:

COMMENCING at the northeast $\frac{1}{16}$ corner of said Section 24 as shown on Northwest Passage Subdivision recorded in Book 92 of Plats at Pages 10998 and 10999, Ada County records, from which corner, the center east $\frac{1}{16}$ corner of said section bears $S.00^{\circ}36'09''W$, 1319.29 feet; thence, along the north line of said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24,

- A) $N.89^{\circ}21'34''W$, 34.00 feet to a line parallel with and 34.00 feet westerly of the easterly line of said southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$; thence, along said parallel line,
- B) $S.00^{\circ}36'09''W$, 99.67 feet to the **POINT OF BEGINNING**; thence, continuing,
 - 1) $S.00^{\circ}36'09''W$, 177.49 feet to the southeast corner of said Lot 1; thence, along the southerly and westerly lines of said lot through the following courses:
 - 2) $N.89^{\circ}21'07''W$, 1016.29 feet; thence,
 - 3) $N.00^{\circ}38'16''E$, 277.03 feet; thence, leaving the southerly and westerly lines of said lot, along the northerly line and the easterly prolongation of the northerly line of said Lot 1,
 - 4) $S.89^{\circ}21'34''E$, 864.13 feet; thence,
 - 5) $S.00^{\circ}36'10''W$, 107.52 feet; thence,
 - 6) $S.89^{\circ}21'36''E$, 140.06 feet to the beginning of a tangent curve; thence,
 - 7) Northeasterly along said curve to the left having a radius of 13.00 feet, an arc length of 15.12 feet, through a central angle of $66^{\circ}39'39''$, and a chord bearing and distance of $N.57^{\circ}18'34''E$, 14.29 feet to the **POINT OF BEGINNING**.

SAID PARCEL containing 6.09 acre, more or less.

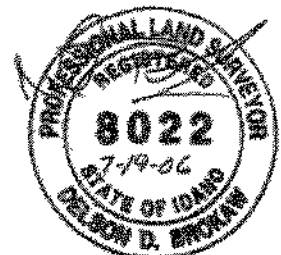


Exhibit B

**Irrigation Easement Property
Legal Description and Depiction**

See attached.

Project: 05032
Date: August 8, 2006
Page: 1 of 1

Off-Site Irrigation Easement

A parcel of land situated in the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of Section 24, Township 4 North, Range 1 East, Boise Meridian, City of Boise City, Ada County, Idaho, being a portion of Lot 2, Block 1 of Northwest Passage Subdivision recorded in Book 92 of Plats at Pages 10998 and 10999, Ada County records, more particularly described as follows:

BEGINNING at the northeast corner of said Lot 2, on the westerly right-of-way line of N. Gary Lane as shown on said subdivision plat; thence, along said westerly line

- 1) S.00°36'09"W., 10.00 feet to a line parallel with and 10.00 feet southerly of the northerly line of said lot; thence, along said parallel line,
- 2) N.89°21'07"W., 20.00 feet to a line parallel with and 20.00 feet westerly of the easterly line of said lot thence, along said parallel line,
- 3) N.00°36'09"E., 10.00 feet to a point on the northerly line of said Lot 2; thence, along said northerly line,
- 4) S.89°21'07"E., 20.00 feet to the **POINT OF BEGINNING**.

SAID PARCEL containing 200 square feet more or less.

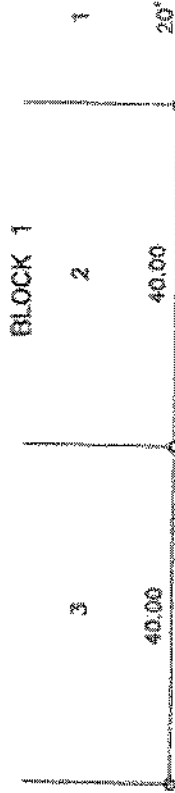
SUBJECT TO all Covenants, Rights, Rights-of-Way, Easements of Record, and Encumbrances.



A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24,
 TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF BOISE CITY, ADA COUNTY, IDAHO.
 2008

NE 1/16 COR.

BARON SUBDIVISION



ALLEY (PRIVATE)
 13

W. N. GARY LANE

500.36'09" W

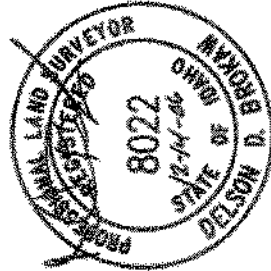
N89°21'07" W

34'

LOT 2
 BLOCK 1

10' x 20'
 IRRIGATION
 EASEMENT

Northwest Passage Subd.




BROKAW SURVEYING & MAPPING I.L.L.C.
 11055 Lore Stef Rd., Nampa, Idaho
 Phone: 249-0479

E-FILED IN ID REG 066 DATE 08-08-08 JCBR-0002

289401 JB/MA

13

ADA COUNTY RECORDER J. DAVID NAVARRO	AMOUNT 39.00	13
BOISE IDAHO 01/07/08 04:05 PM		
DEPUTY Bonnie Oberbillig		
RECORDER - REQUEST OF		
Pioneer		



108001789

This instrument was prepared by, and upon recording return to:

DBSI Shadow Hills LLC
c/o DBSI Development Services LLC
12426 W. Explorer Drive, Suite 200
Boise, Idaho 83713

CROSS ACCESS EASEMENT AGREEMENT

THIS CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made as of the 18th day of ~~November~~ ^{December}, 2007, by and between **DBSI SHADOW HILLS LLC**, an Idaho limited liability company ("DBSI"), [for recording purposes, both grantor and grantee]; and **BONANZA ASSOCIATES, LLC**, an Idaho limited liability company ("Bonanza") [for recording purposes, both grantor and grantee], both DBSI and Bonanza sometimes referred to hereinafter as "Party" or the "Parties."

RECITALS

A. DBSI is the owner of a certain parcel of land, located in Ada County, Idaho (the "Shadow Hills Parcel"), which is more particularly described on the attached Exhibit "A", and which is comprised of a "Residential Tract" and "Commercial Tract" as illustrated on the plat map attached hereto as Exhibit "B", which Exhibits "A" and "B" are incorporated herein by this reference; and,

B. Bonanza Associates LLC is the developer and current owner of all of Lots 1 through 48, inclusive (the "Subdivision Lots"), of Baron Subdivision (the "Subdivision"), a residential subdivision lying and situate in Ada County, Idaho, according to the plat thereof on file and of record at Plat Book 98, Pages 12541 and 12542 (the "Subdivision Plat") in the Office of the Recorder, Ada County, Idaho, and a copy of such Subdivision plat is attached hereto as Exhibit "C" and incorporated herein by this reference; and,

C. The Shadow Hills Parcel abuts the southern and western boundaries of the Subdivision and Idaho State Highway 44 and DBSI is constructing a commercial retail shopping center and related improvements on the Shadow Hills Parcel, including private streets and vehicular passage ways; and,

D. Lot 24 of Block 1 of the Subdivision is a private road named W. Baron Lane ("Baron Lane") which provides access to Gary Lane, a public street, for the Subdivision Lots; and,

E. The Parties desire to enter into this Cross Access Easement Agreement to provide (i) an ingress and egress easement from the Subdivision Lots over and across the Shadow Hills

Parcel to Idaho State Highway 44; and, (ii) an ingress and egress easement from the Shadow Hills Parcel over and across Baron Lane to Gary Lane (collectively referred to hereinafter as the "Access Easements").

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) paid by each Party hereto to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Highway 44 Access Easement Across Shadow Hills Parcel.

DBSI hereby grants and conveys unto Bonanza, and its successors and assigns in interest in and to the Subdivision Lots, a non-exclusive easement for pedestrian and vehicular ingress and egress from the Subdivision Lots to Idaho State Highway 44 (the "Highway 44 Access Easement") upon, over and across a portion of the Shadow Hills Parcel more particularly described as follows: a) upon, over and across the Residential Tract along the courses and distances more particularly described in the attached Exhibit "D", which Exhibit "D" is incorporated herein by this reference; and, h) upon, over and across the interior roads, streets and vehicle passageways constructed on the Commercial Tract which provide vehicular access to Idaho State Highway 44 and West Saxon Drive.

2. Shadow Hills Easement Across Subdivision.

Bonanza hereby grants and conveys unto DBSI, and its successors and assigns in interest in and to the Shadow Hills Parcel, a non-exclusive easement for pedestrian and vehicular ingress and egress from the Shadow Hills Parcel to Gary Lane (the "Gary Lane Access Easement") upon, over and across a portion Block 1, Lots 24 and 25 of Baron Subdivision more particularly described as follows: a) upon, over and across Block 1, Lot 25 along the courses and distances described in the attached Exhibit "E", which Exhibit "E" is incorporated herein by this reference; and, b) upon, over and across the paved surface of the roadway constructed upon Block 1, Lot 24.

3. Non-Exclusive Use; Maintenance.

(a) Each of the Parties hereto hereby reserves the right to make any other use of the Access Easements encumbering their respective properties that is not inconsistent with the rights herein conveyed, that does not obstruct the ingress and egress to Gary Lane or Idaho State Highway 44, as the case may be, or that does not unreasonably interfere with the use of the Access Easements by the Parties benefitted thereby and their respective successors and assigns.

(b) Each Party shall maintain, repair and replace, as necessary, all improvements located in the Access Easements on their respective properties and keep them in an attractive, usable, clean and orderly condition. Notwithstanding the foregoing, the Party benefitted by such Access Easement shall be responsible for the third party costs incurred by the other Party for maintenance, replacement and repair of the improvements located upon the Access Easements

caused by or attributable to the unreasonable use of the Access Easements by the benefitted Party, its successors, assigns, tenants, invitees and guests. Specifically, but not by way of limitation, such may include removal of construction and traffic debris; mud, dirt or other refuse; cracking, sinking or premature deterioration of the paved surface caused by construction or heavy vehicle traffic or resulting from the use of the surface as traffic lanes during construction.

4. Private Rights; Termination.

(a) The Access Easements are private and shall be maintained exclusively by the Owners of the Shadow Hills Parcel and Subdivision Lots 24 and 25. Nothing contained herein shall be construed as or deemed to create any rights for the benefit of the general public in the Parties' properties, in the Access Easements, or any other improvements now or hereafter located on any portion of the properties.

(b) This Agreement, and the easements granted herein, may be terminated, in whole or in part, by written agreement between the Parties and approval by the City of Boise.

5. Matters of Record. The conveyances made and rights granted in this Agreement are made subject to all applicable easements, restrictions, covenants and conditions of record in the chain of title to each Party's property described herein.

6. Successors and Assigns. The terms and provisions in this Agreement shall be deemed to be covenants running with the lands and shall be binding upon and shall inure to the benefit of the successors, grantees, devisees and assigns of the parties hereto and any person claiming by, through or under them. Any obligations contained herein shall be construed as covenants and not as conditions, and a violation of any said covenants shall not result in a forfeiture or reversion of title to the easements granted by this Agreement. Notwithstanding the foregoing, the right to terminate this Agreement and the easements granted herein as set forth in Section 4(b) hereof, may only be exercised by Bonanza, its successor in title to a majority of lots within the Subdivision or a subsequent developer, declarant or property owner's association charged with, or formed for, the administration of the common areas of the Subdivision.

7. Interpretation. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. If any property described herein is owned by two or more persons or entities at any one time, all of such Owners shall be jointly and severally liable for all of the obligations imposed on the Owner of such Parcel pursuant to this Agreement.

8. Title and Headings; References. Titles and headings to paragraphs herein are inserted for convenience or reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All paragraph references in this Agreement are to the paragraphs of this Agreement unless expressly stated to the contrary.

9. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties hereto relating to the Access Easements and the rights granted herein and

supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto. This Agreement shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed with the same formality as this Agreement.

10. Enforceability. If any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which taken together shall constitute a fully executed instrument.

12. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Idaho.

13. Gender, Number. Words of any gender used in this Agreement shall be deemed to include any other gender, and words in the singular number may be deemed to include the plural (and vice versa) as the context may require.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

WITNESS the following signatures as of the date first written above:

DBSI Shadow Hills LLC:

DBSI Shadow Hills LLC,
an Idaho limited liability company

By: DBSI Housing Inc., an Idaho corporation
Its: Member

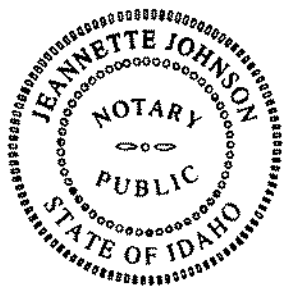
By: _____
Its: Assistant Secretary

Jeremy Swenson

STATE OF IDAHO
COUNTY OF ADA

The foregoing instrument was executed before me this 18th day of December,
2007, by Jeremy Swenson, Assistant Secretary, of DBSI Shadow Hills
LLC, an Idaho limited liability company, on behalf of the company.

My commission expires: 10/8/11



Jeannette Johnson
Notary Public

WITNESS the following signatures as of the date first written above:

Bonanza Associates, LLC:

Bonanza Associates, LLC
an Idaho limited liability company

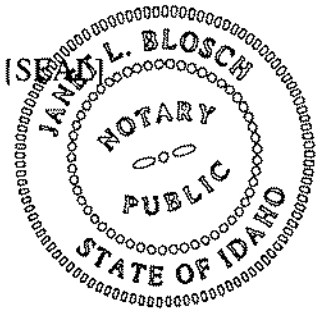
By: *[Signature]*
Its: *Member*

STATE OF IDAHO

COUNTY OF *Ada*,

The foregoing instrument was executed before me this *27th* day of *December*, 2007,
by *Walt R. Gann*, the *President* of Bonanza Associates, LLC,
on behalf of the company.

My commission expires: *3-17-2011*



[Signature]
Notary Public

EXHIBIT "A"

A parcel of land situated in the SW ¼ of the NE ¼ of Section 24, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, being a portion of Lots 1 and 2 of GARY'S SUBDIVISION according to the official plat thereof, filed in Book 3 of Plats at page 121, Instrument No. 13180, records of Ada County, Idaho; and all of Lot 9 Block 1 of NORTHWEST PASSAGE SUBDIVISION, according to the plat thereof, filed in Book 92 of Plats at Page 10998-10999, Instrument No. 105098449, records of Ada County, Idaho, described as follows:

BEGINNING at the Northwest corner of Lot 1 of said GARY'S SUBDIVISION; thence, along the northerly line of said GARY' SUBDIVISION,

- 1) S.89°21'36"E., 240.00 to the northwesterly corner of said Lot 1, Block 1; thence, along the westerly line of said Lot 1,
- 2) S.00°38'54"W., 274.95 feet to the northwesterly corner of said Lot 9, Block 1; thence, along the exterior boundary line of said Lot 9 the following courses:
- 3) S.89°22'11"E., 434.85 feet; thence,
- 4) S.00°38'33"W., 533.70 feet; thence,
- 5) N.89°51'55"W., 371.79 feet; thence,
- 6) S.36°55'09"W., 147.79 feet; thence,
- 7) Northwesterly along a curve to the left, having a radius of 1970.00 feet, an arc length of 33.72 feet; through a central angle of 00°58'51", and a chord bearing and distance of N.50°04'33"W., 33.72 feet; thence, leaving said exterior boundary line, along the northerly right-of-way line of West State Street (Highway 44),
- 8) Northwesterly along a curve to the left, having a radius of 1970.00 feet, an arc length of 255.62 feet; through a central angle of 07°26'04", and a chord bearing and distance of N.54°17'01"W., 255.45 feet to the westerly line of Lot 1 of said GARY'S SUBDIVISION; thence, along said westerly line
- 9) N.00°36'34"E., 762.84 feet to the northwesterly corner of said GARY'S SUBDIVISION; thence,
- 10) S.89°21'36"E., 20.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 10.47 acres, more or less.

SUBJECT TO all easements, rights, rights-of-way, and any other encumbrances.

EXHIBIT B
SITE PLAN

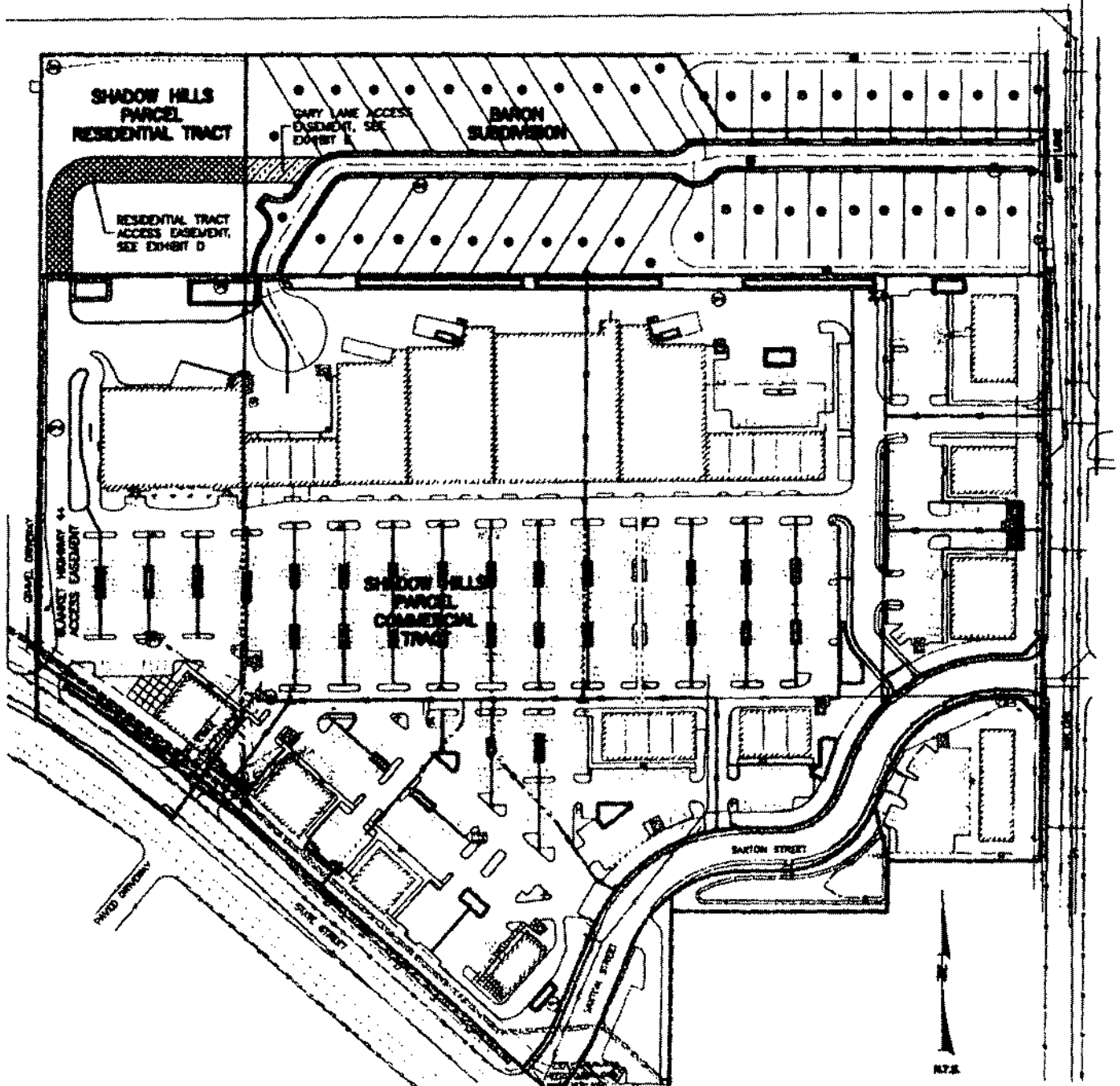
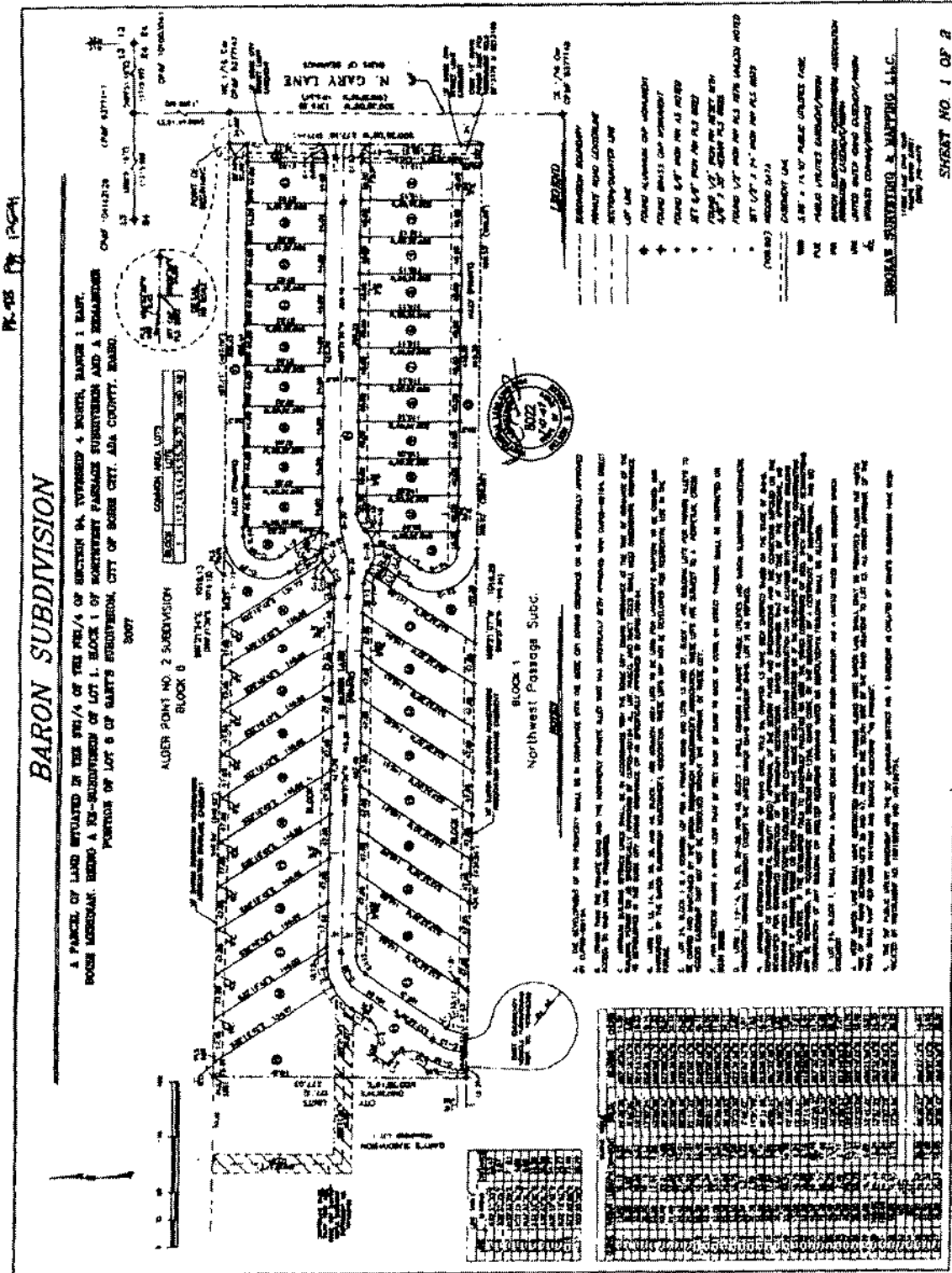


EXHIBIT "C"

Shadow Hills Residential Tract

EXHIBIT C



BARON SUBDIVISION

A PARCEL OF LAND SITUATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 94, TOWNSHIP 4 NORTH, RANGE 1 EAST, POSEY COUNTY, INDIANA, BEING A RE-SUBDIVISION OF LOT 1, BLOCK 1 OF HORTONVILLE SUBDIVISION AND A REMAINDER PORTION OF LOT 6 OF SAID'S SUBDIVISION, CITY OF POSEY COUNTY, INDIANA.

ALDER POINT NO. 2 SUBDIVISION
BLOCK 0

BLOCK 1
Northwest Passage Subc.

SHEET NO. 1 OF 2

ROMAN SURVEYING & MAPPING, L.L.C.

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengrco.com

Project No: 06219
Date: August 22, 2007
Page: 1 of 1

EXHIBIT "D"
Residential Tract Access Easement

A 32-foot wide strip of land being a portion Lot 1 of Gary's Subdivision, filed in Book 3 of Plats at Page 121, Records of Ada County, Idaho, located in the NE ¼ of Section 24, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

COMMENCING at the northeast corner of Lot 1, of said Gary's Subdivision; thence, along the easterly line of said Lot 2,

- A) S.00°38'03"W., 129.33 feet to the **POINT OF BEGINNING**; thence, continuing along the easterly line of said Lot 2,
- 1) S.00°38'03"W., 32.00 feet; thence, leaving said easterly line,
 - 2) N.89°21'49"W., 194.33 feet to the beginning of a tangent curve; thence,
 - 3) Southwesterly along said curve to the left, having a radius of 28.00 feet, an arc length of 44.01 feet, through a central angle of 90°03'36", and a long chord bearing and distance of S.45°36'23"W., 39.62 feet; thence, along a line tangent from said curve,
 - 4) S.00°34'35"W., 87.82 feet; thence,
 - 5) N.89°22'09"W., 32.00 feet; thence,
 - 6) N.00°34'35"E., 87.75 feet to the beginning of a tangent curve; thence,
 - 7) Northeasterly along said curve to the right, having a radius of 60.00 feet, an arc length of 94.35 feet, through a central angle of 90°05'57", and a long chord bearing and distance of N.45°35'14"E., 84.93 feet; thence, along a line tangent from said curve,
 - 8) S.89°21'49"E., 194.32 feet to the **POINT OF BEGINNING**.

SUBJECT TO: Covenants, Rights, Rights-of-Way, and Easements of Record.



H:\06219\WPfiles\SURVEY\ExhD-ACCESS ESMT LOT 1 GARYS SUB.doc

EXHIBIT E

Easement across Lot 25

TOOTHMAN-ORTON ENGINEERING COMPANY
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS

9777 CHINDEN BOULEVARD
BOISE, IDAHO 83714-2008
208-323-2288 • FAX 208-323-2399
boise@toengrco.com

Project No: 06219
Date: August 22, 2007
Page: 1 of 1

EXHIBIT "E"
Gary Lane Access Easement

A 32-foot wide strip being a portion of Lot 25, Block 1 of Baron Subdivision, as filed in Book 98 of Plats at Pages 13541-13542, Records of Ada County, Idaho, located in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 4 North, Range 1 East, Boise Meridian, City of Boise, Ada County, Idaho, lying 16 feet on each side of the following described centerline;

COMMENCING at the Northwest corner of Lot 25; thence, along the westerly line of said Lot 25,

- A) S.00°38'16"W., 145.33 feet to the **POINT OF BEGINNING**; thence, along said centerline,
1) S.89°21'36"E., 79.48 feet to a point on the northwesterly line of W. Baron Lane, being the **POINT OF TERMINUS**.

The sidelines of said easement shall be bounded by the westerly line of said Lot 25 and the northwesterly line of W. Baron Lane.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, and Easements of Record.



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