

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/18/07 09:39 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Dimensions Building Co.

AMOUNT 105.00 35



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF

CRYSTAL COVE SUBDIVISION

Recorded as Sond Subdivision

THIS DECLARATION is made on the date hereinafter set forth by Dimension Properties LLC, hereafter referred to as "Declarant."

WITNESSETH

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

Sond Subdivision, according to the official plat thereof, recorded in Book 98, of Plats at pages 12465 ~~to~~ 12468, as Instrument No. 107088499 recorded on the 26th day of June, 2007 records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above described properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the properties and their present and subsequent Owners as hereinafter specified, and will convey the properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1 - DEFINITIONS

The following terms shall have the following meanings:

- 1.1 - **"ASSOCIATION"** shall mean and refer to the Crystal Cove Subdivision Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.
- 1.2 - **"PROPERTIES"** shall mean and refer to that certain real property hereinabove described.
- 1.3 - **"LOT"** or **"LOTS"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
- 1.4 - **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.5 - **"DECLARANT"** shall mean and refer to Dimension Properties LLC, their successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.
- 1.6 - **"DECLARATION"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the office of the County Recorder of Ada County, State of Idaho.
- 1.7 - **"DWELLING UNIT"** shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections there from.
- 1.8 - **"PLAT"** shall mean a final subdivision plat covering any real property in Crystal Cove Subdivision, as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.
- 1.9 - **"MORTGAGE"** shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.
- 1.10 - **"MORTGAGEE"** shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.
- 1.11 - **"FIRST MORTGAGEE"** shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage.
- 1.12 - **"INSTITUTIONAL HOLDER"** shall mean a Mortgagee, which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.
- 1.13 - **"BOARD"** shall mean the duly elected or appointed qualified directors of the Association.
- 1.14 - **"ACC"** shall mean the Architectural Control Committee for the subdivision which may also include the full Board. Enforcement of terms herein required by "ACC" may also include or interchange Board without requiring reoccurring of the verbage Board in addition to or in lieu of ACC.
- 1.15 - **"COMMON AREA"** shall mean any portion of the Property granted to and owned and maintained by the Association.

ARTICLE 2 - HOMEOWNERS ASSOCIATION

2.1 - **Organization:** Crystal Cove Subdivision Homeowners Association, Inc. shall be organized by the Declarant as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. Upon 80% of homes being occupied by homeowners, the Declarant shall transition control of the Association to a Board of Owners.

2.2 - **Membership:** Every Owner of a Lot that is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred.

2.3 - **Voting:** Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots that they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots that the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. The Association shall have two (2) classes of voting membership.

1. Class A members shall be all Owners of Lots within the Subdivision, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned.
2. Class B members shall be the Declarant and its successor(s) in title to a Lot(s) for resale to a builder or other person for the purpose of constructing thereon, and to which successor the Declarant has specifically granted such Class B voting rights in writing. Upon the first sale of a Lot to an owner, the Declarant shall thereupon be entitled to four (4) votes for each Lot owned by the Declarant. The Class B membership shall cease and be converted to Class A membership when 80% of the units are deeded to homeowners. Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.
3. Persons Under Disability. Minors and persons declared legally incompetent shall be eligible for membership in the Association, if otherwise qualified, but shall not be permitted to vote except through a legally appointed, qualified and acting guardian voting on their behalf, or, in the case of a minor with no legal guardian, through a parent having custody of the minor.

2.4 - **Notice and Quorum:** Written notice of any meeting called for the purpose of taking any action authorized under Section 3.3-(2), below, shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At such meeting called, the presence of fifty one percent (51%) of the total number of members entitled to cast votes by absentee ballot or in person shall constitute a quorum. At all other meetings of the members, a minimum of fifteen (15) days written notice of meeting shall be required and the presence of twenty five percent (25%) of the total number of members entitled to cast votes by absentee ballot or in person shall constitute a quorum. If the required quorum is not present at any meeting of the members, the Board of Directors shall conduct any and all Association business during the next regular board meeting. Proxy voting shall not be allowed.

2.5 - **Board of Directors and Officers:** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time. The Board shall have the authority to delegate its power to and duties to committees, officers, employees or to any person firm or corporation to act as Association Manager/Representative.

2.6 - **Powers of Association:** The Association shall have all powers of a non-profit corporation and shall have the power to do any and all lawful things subject only to such limitations as are expressly set forth in the Articles, By-Laws or this Master Declaration, and to do and perform any acts which may be necessary or proper for the management and operation of the common areas and the performance of other responsibilities including but not limited to the following.

1. **Assessments:** The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.
2. **Right to Enforce:** The power and authority to commence and maintain any and all actions and/or suits permitted by law to correct any breach or threatened breach of the Articles, By-Laws, Master Declaration or ACC Standards, Guidelines or Association Rules as approved by the Board. The ACC/Board or its agent shall have the right to enter upon any Lot to correct any breach of this Master Declaration or ACC Standards, Guidelines or Association Rules.
3. **Liability:** No member of the Board, ACC, Committee Member, Manager or other representative shall be liable to any Owner or to any other party, for any damage loss or prejudice suffered or claimed on account of any act or omission, provided that said Member or representative, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
4. **Delegation of Powers.** The Association shall have the authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.
5. **Association Rules and Policies:** The power to adopt, amend and repeal such rules, regulations and policies, as the Board deems reasonable. Policies shall provide for enforcement and collection procedures. Rules, regulations and ACC standards and guidelines shall govern the use of common areas, enforcement of ACC Standards and this Master Declaration, provided that said rules do not discriminate among Owners and shall not be inconsistent with Articles, By-laws or this Master Declaration. Such documents, upon distribution to Owners, shall be enforceable in the same manner as this Master Declaration.

2.7 - Duties of Association: The Association Board or its authorized agents shall have the obligation to conduct all business affairs of common interest to all Owners and to perform the following duties:

1. Perform proper operation and maintenance of common areas including the repair or replacement of property or improvements changed or destroyed by casualty loss.
2. Pay all real and personal property taxes and assessments, all other taxes, federal, state and local and any utility fees that may be correctly assessed against the Association.
3. Obtain adequate coverage from reputable insurance companies for General liability and Directors and Officers Liability at a minimum. Obtain other coverage as determined necessary by the Board.
4. Appoint members of the ACC and any other committees the Board may deem necessary. One Board member shall act as overseer of each committee.
5. Distribute the approved Annual Financial Statement and Budget to all Owners not less than thirty (30) days after the beginning of each fiscal year or more than thirty (30) days following the annual meeting of the members.

2.8 - Architectural Control Committee (ACC): The Declarant shall appoint the initial ACC and shall maintain control of approvals until 100% of construction is completed. The ACC shall be comprised of at least three (3) persons, all of whom shall be appointed by the Board. Board members may also serve on the ACC. Members of the ACC may be removed by the Board with or without cause. The ACC shall have the right, by resolution in writing, to designate one of its members to act on behalf of the ACC.

1. Approval required: No construction, alteration, modification, removal or destruction of any improvements of any nature whatsoever which materially alters the exterior appearance of any portion of a Lot or structure on a Lot, shall be initiated or be permitted to continue or exist without prior express written approval of the ACC. The written request to the ACC shall contain plans, specifications, landscaping plan and exterior color scheme.
2. Variances: The ACC may authorize variances from compliance with the requirements contained in this Declaration when, in the sole discretion of the ACC, circumstances such as topography, natural obstruction, aesthetics or environmental consideration or hardship may so require.
3. "Architectural Control Standards & Guidelines" shall mean those standards published from time to time by the Board that clarify, define and set certain building, design, architectural and aesthetic requirements and other restrictions for the Subdivision.

In the event the ACC or the Board is required to initiate any action to enforce the provisions of the Architectural Design and Construction Standards, a fine will be imposed on the Owner for the cost of said service plus twenty-five percent (25%). If such enforcement action is initiated by the ACC or Board, any such attorney fees and/or costs so incurred shall be added to and become a part of the fine to which such Owner is subject. Any recourse allowed by Article 8 below shall also apply to compliance with the Architectural Control Standards and Guidelines for Crystal Cove Subdivision.

ARTICLE 3 - ASSESSMENTS

3.1 - Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefore (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and
2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and
3. Limited assessments in the form of noncompliance assessments or reimbursement of costs to Association for correction of violations to this Master Declaration, Association Rules or Restrictions.
4. The regular, special and limited assessments, together with interest, late fees, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

3.2 - **Purpose of Assessments:** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties for the operation, maintenance, repair and improvement of the Common Areas and the facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonably authorized by the Directors of the Association.

3.3 - **Maximum Annual Assessment:** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$700.00 for one quarter (1/4) acre Lots and \$900.00 for one half (1/2) acre Lots.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment as set forth above, plus the increase in annual costs for operation, maintenance and repair of common property, over the annual costs of the prior year.
2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of fifty one percent (51%) of the votes of each class of members who are voting in person or by absentee ballot at a meeting duly called for this purpose.
3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association annually on the date as determined by the Board of Directors.

3.4 - **Initiation Assessment:** Upon the initial conveyance of each Lot, the purchaser thereof shall pay an initiation assessment in the amount of \$500 (set-up fee).

3.5 - **Transfer Assessment:** A transfer assessment in an amount determined by the Board may be assessed at any time upon the Board or its designee learning of a property sale and subsequent new account setup requirement.

3.6 - **Special Assessments:** In addition to the regular assessments authorized above, the Board of Directors by unanimous vote may levy at any time, a special assessment applicable in that year only for the purpose of defraying, in whole or in part, the cost of any unexpected construction, reconstruction, repair or replacement of a capital improvement, or any expenses incurred or to be incurred as provided in this Master Declaration, or to cure a default in the common and ordinary expenses of the association. Any such special assessment shall be payable over such a period as the Board shall determine.

3.7 - **Date of Commencement of Annual Assessments; Due Dates:** The annual assessments provided for herein shall commence as to a Lot is sold by Declarant, on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto, a minimum of thirty (30) days prior to date due. The annual assessment due date shall be May first (1st) of each year or as established by the Board of Directors. 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 specified 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.

3.8 - **Effect of Nonpayment of Assessments:** Any assessment not paid within thirty (30) days after the due date shall be assessed a late fee of \$100 or as determined by the Board and bear interest from the due date at the rate of eighteen percent (18%) per annum. Further actions shall be addressed in the board approved Collection Policy. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owners Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of common property or abandonment of their Lot.

3.9 - **Nonexclusive Remedy:** The right of the Association to levy a limited assessment, shall not be deemed the exclusive remedy of the Association and it may in its sole discretion without waiver of any other legal or equitable remedy pursue enforcement of the lien of the assessment, collect the amount due directly from the Owner responsible therefore, and/or pursue any other remedies available at law or equity. Nothing in this declaration shall prohibit or limit the Association or any owner from pursuing any legal or equitable remedy for a violation of this Declaration.

3.10 - **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.

3.11 - **Exempt Property:** The following property, subject to this Declaration, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;
2. All properties owned by the Declarant or an Association;
3. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE 4 - IRRIGATION WATER SUPPLY SYSTEM – CITY OF MERIDIAN

4.1 – **WARNING! IRRIGATION WATER IS NOT DRINKABLE:** Notice is hereby given to each owner in Crystal Cove Subdivision that the water in the irrigation system is not fit for human consumption.

4.2 – A separate water meter will be installed on each property in order to monitor the use of irrigation water on each property. The Homeowner's Association, based on average usage, has the authority to assess an additional fee, at the end of the irrigation season, to any homeowners whose usage is in excess of that average. Irrigation usage policy will be drafted by the Homeowner's Association prior to the 2008 irrigation season.

4.3 – Guidelines for irrigation usage shall be agreed upon and set forth by the Homeowner's Association no later than March 31, 2008 and voted on by the current, existing members at that time. Said Guidelines shall be recorded as an instrument to the CC&R's and can be changed with the normal voting process of the Homeowner's Association, at any time.

ARTICLE 5 - STORM WATER FACILITIES

5.1 - Operation and maintenance of the storm water facilities at Crystal Cove Subdivision shall be governed by the operation and maintenance manual of storm drainage system in Crystal Cove Subdivision, which manual may **only** be modified at the direction of the Board of the Association, **with written approval by Ada County Highway District (ACHD).**

5.2 **Drainage:** There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Declarant, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

5.3. **ACHD Storm Water Drainage System:** LOT 1, BLOCK 1 is servient to and contains the ACHD storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on _____ as Instrument No. _____ official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

5.4 **ACHD Right to Inspect and Maintain:** ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs.

5.5. **ACHD Approval of Amendments:** Any amendment of this Declaration, the covenants, conditions and restrictions contained herein, or the Manual for Light Maintenance of Storm Water Facilities dated June 2, 2006, prepared by Roylance & Associates Engineering, having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

5.6 **ACHD Assessment and Lien Rights:** ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien on **all lots** for such unpaid assessments for maintenance and repair to the storm water drainage system.

5.7. **Grading:** The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Meridian City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the ACHD, or other public agency, and plantings and ground cover installed or completed thereon.

ARTICLE 6 - DOMESTIC WATER – CITY OF MERIDIAN

6.1 - Declarant is under no obligation to deliver domestic water or furnish rights of way in connection with the delivery of domestic water to any Lot in the subdivision.

ARTICLE 7 - EASEMENTS

7.1 - **Future Easements:** Class B members shall have the right to grant such easements across, upon and under the surface of the Common Area as may be reasonably necessary to serve the interests and convenience of the Owners for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs. Upon expiration of Class B membership, the Association shall assume such rights and responsibilities as described above.

7.2 - **Encroachments:** In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of adjacent Dwelling Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

7.3 - **Easement for Maintenance:** The Declarant and the Class B members shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the private roadways, including, but not limited to fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

ARTICLE 8 - MAINTENANCE RESPONSIBILITY

8.1 - **Common Areas:** The Association shall provide maintenance to and be responsible for the common areas as identified on the final plat. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become a limited assessment to which such Owner's Lot is subject.

8.2 - **Residential Lots:** Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences, courtyards, landscaping and lawn contiguous to his Dwelling Unit. Each Lot Owner shall be responsible to maintain any fence bordering their Lot. Maintenance of shared fences shall be distributed equally between the Owners of

the adjoining Lots. Each Owner shall further be responsible to remove or otherwise control the weeds and other noxious plants on their Lot so as to avoid any unsightly condition or hazard or nuisance to the neighborhood. In the event Owner fails to adhere to the provisions of this Declaration, Owner shall be given written notice to bring their property into compliance. The length of notice will vary dependent upon the nature of the violation as defined in the Board approved Enforcement Policy. However, ~~landscape maintenance and vehicle violations are required to be corrected within five (5) days following~~ receipt of notice by Owner. Notice shall be considered as received by Owner three (3) days after having been placed in US mail. Any event or condition on a lot which, in the sole discretion of the ACC or the Board, creates an unsightly blighting influence, shall be corrected, removed or obstructed from public view as the case may be, by the Owner of the Lot, notwithstanding the fact that such an event or condition may not be specifically described and/or prohibited in this Master Declaration. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, a fine will be imposed on the Owner for the cost of said service plus twenty-five percent (25%). If such enforcement action is initiated by the Association, any such attorney fees and/or costs so incurred shall be added to and become a part of the assessment to which such Owner is subject.

8.3 - Repair/Replacement of Dwelling: In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within ninety (90) days of the damage or destruction, or within a reasonable amount of time based on the discretion of the Board of Directors. If repairs and/or replacement have not been completed at the end of ninety (90) days, or other period of time acceptable to the Board of Directors, a per diem fine will be imposed of fifty dollars (\$50) per day. Said fine will accrue until repair and/or replacement has been completed. If repair and/or replacement have not been completed at the end of an additional fifteen (15) days, a Lien Notice will occur. At the end of sixty (60) additional days the Association reserves the right to correct the problem. The Owner will be responsible for the costs of repair and/or replacement plus twenty-five percent (25%) and any and all filing fees, legal fees, professional fees, and miscellaneous fees associated with said repairs and/or replacement whether or not an actual lawsuit was filed, and if such enforcement action is initiated by the Association, any such attorney fees and costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot is subject.

ARTICLE 9 - PROPERTY USE RESTRICTIONS

9.1 - Lot Use: All Lots shall be used for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used at any time for commercial or business purposes without prior written approval of the Board. Approved business activity shall be conducted and maintained solely within a residential Dwelling Unit and comply with all government requirements; provided that no signs relating to said commercial or business activities shall be displayed where visible from any public right-of-way within the subdivision; and further provided that such commercial or business purposes shall not generate more than an average of three customer visits per day calculated over a five day work week; and further provided that such commercial or business purposes shall not cause or result in the parking of vehicles on any public or private road within the subdivision; and further provided that such business does not employ more than one person not-living within the Dwelling Unit constructed on the said Lot. All vehicles (business or construction) must be completely screened or in the garage.

9.2 - Animals: Any Owner may keep and maintain a maximum total number of three animals (dogs, cats, etc.) or a number as determined by city code, whichever is the least. Any animals not on an Owner's Lot must be accompanied by the Owner or other responsible person and must be on a leash or other appropriate tether, and the Owner or custodian of the animal shall be responsible for the cleanup of the animal's droppings. Each Owner shall be further responsible for any damage caused by any such

Owner's animals. No animals, whose habits or odors are deemed by the Association to be a nuisance or offensive, shall be permitted to be kept or maintained on any Lot. No kennel or other area intended to restrain or enclose animals shall be constructed without the approval of the Architectural Control Committee and, if approved, shall not be located on the Lot in such a fashion as to create a nuisance for any adjacent Lot Owner and shall at all times be kept in a clean and odor free condition. In no event may animals be kept on any Lot as part of a farming operation, or for livestock-raising purposes and all animal use shall be ancillary or incidental to use of each Lot as a single-family residence. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and/or costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and/or costs so incurred shall be added to and become a part of the assessment to which such Owner's Lot is subject.

9.3 - Garbage and Refuse Disposal: No part of said property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said property except in a sanitary container. All trash containers shall be kept out of public view until trash pick up day. Containers and or other items to be picked up may be placed at the curb between 7:00 PM on the night prior to pick up and 7:00 PM on the day of pick up. Any equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Association and shall be kept in a clean and sanitary condition.

9.4 - Nuisance: No noxious, offensive or unsightly conditions (including but not necessarily limited to sights and sounds) shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed energy production devices, antennae, swamp coolers or window air conditioning units shall be erected on the Properties without the prior approval of the ACC, which approval may be withheld in its sole discretion. All exterior lighting shall be placed in such a manner to minimize glare and excessive light spillage onto neighboring Lots.

9.5 - Antennas/Satellite Dishes: All antennas are subject to ACC requirements. The homeowner may be required to move an antenna at their expense if not installed according to the following requirements: No antenna, television satellite dish, or cabling is allowed to be placed in a location visible from the public street. Exceptions must be approved by the ACC.

9.6 - Accessory Buildings/Outbuildings: No trailer, mobile home, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties. No outbuilding shall be constructed larger than 1500 square feet of floor space, or higher than the dwelling unit. All outbuildings shall be constructed of, materials, colors, design including roof pitch to match the dwelling unit. All designs must be approved by the ACC or the Board of Directors.

9.7 - Parking and Storage of Vehicles and Equipment: Parking of boats, trailers, motorcycles, trucks, truck campers, motor homes, recreational vehicles, commercial vehicles, and like equipment, or farm or garden equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public ways adjacent thereto, except in an enclosed structure or completely screened from all view from outside the Lot. A detached storage building, matching the home design and approved by the Architectural Control Committee, may be used for recreation vehicle storage. All other parking of equipment shall be prohibited, except as approved in writing by the Association. Any vehicle awaiting repair or being repaired shall be removed from the subdivision within 48 hours. Boats, trailers, camper

motor homes, and similar recreational vehicles may be parked on a Lot for a period not to exceed 48 hours (for loading and unloading) while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. Any automobile or other vehicle used by any Owner, extended stay or frequent guest, shall be parked in the driveway or garage, which is a part of his Dwelling Unit. Said automobile or vehicle must be used every seventy-two (72) hours. Permanent basketball stands or other permanent sporting equipment is prohibited, except in the backyard. Portable basketball stands and other sporting equipment is prohibited in the streets or on sidewalks, but is permissible in Owner's driveway, but must be removed after each use.

9.8 - Leasing Restrictions: No Lot or building on a Lot within Crystal Cove Subdivision shall be leased, rented or otherwise occupied or used by a non-owner. All Residences shall be owner occupied.

9.9 - Sewer Restrictions: Sanitary sewer services have been provided to each lot by the Declarant. Each Lot is required to connect to the services provided. All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building.

9.10 - Landscaping: At completion of the dwelling or at closing of the sale of a Dwelling Unit, whichever is first, all minimum required landscaping shall be installed. Refer to "Architectural Design and Construction Standards". All extensions to this requirement, due to weather, shall be in writing by the ACC. A landscape plan shall be submitted to and approved by the Architectural Control Committee, prior to commencement of any landscaping work. Any plantings that do not survive transplanting or that do not present a healthy appearance shall be promptly replaced.

9.11 - Fences: No fence of any kind shall be constructed on a Lot unless, the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the ACC prior to construction or installation. Refer to "Architectural Design and Construction Standards". It is the intent of the Declarant that the Association shall have the authority to regulate all fences within the subdivision to the end that the location, type and size of each fence and the materials used therein shall, to the extent reasonably possible, present a coordinated appearance and be appropriate in a rural atmosphere. In no event, however, shall a barbed wire fence be permitted or constructed within the subdivision. Chain link fences shall be screened from public view. No Lot owner shall have the right of contribution from any other Lot owner for the construction of a fence along a common boundary line. Any fence installed by Declarant and bordering any Lot, shall be maintained by the homeowner(s) of said Lot(s).

9.12 - Drilling and Exploration: No oil or mining exploration or development of any kind or nature nor any structures in connection therewith shall be permitted to be erected, maintained or used on any Lot and no minerals shall be permitted to be extracted on any Lot.

9.13 - Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. All signs are subject to ACC approval. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and reasonably sized sign on a Lot. Other temporary signs advertising the name of the builder or the name of the institution providing financing may be displayed on a Lot during construction of improvements. One entry sign may be placed on each Lot naming the property or the owner thereof, provided the plans and specifications therefore, including the location, design, material and color thereof have been approved in writing by the Association prior to installation. A reasonable number of political signs (maximum 3) no larger than 30" x 30" may be placed on a Lot between the sidewalk and house for not more than thirty (30) days prior to an election and shall be removed from sight not more than three (3) days following the election. No sign shall be permitted in common areas, without written approval of the ACC. Real Estate signs shall be limited to one (1) standard sized sign

for each lot (may be a framed sign or a hanging arm sign).

9.14 - Subdividing: No Lot may be further subdivided, nor may any easement or other interests therein less than the whole be conveyed by the Owner thereof; provided, however, that nothing herein shall be deemed to prohibit an Owner from transferring and selling a Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property.

9.15 - Discharge of Firearms: The discharge of firearms within the subdivision is prohibited.

9.16 - Riding Arenas: No arena or other similar area designed for the riding of animals shall be constructed on a Lot unless the plans and specifications therefore, including the location, design, material and color thereof, have been approved in writing by the Association prior to construction or installation. No such riding arena shall be permitted unless the ground surface thereof is completely covered in grass, is irrigated and is completely surrounded by a screen of natural evergreen vegetation at least eight feet high. In no event shall any such riding arena be lighted.

9.17 - Mail and Newspaper Boxes: All mail boxes will be initially provided by the Declarant and shall be of consistent design, material and coloration and shall be located on or adjoining building Lot lines and places designated by Declarant or the ACC. No newspaper boxes shall be placed on a Lot unless the plans and specifications therefore, including location, design, material and color thereof, have been approved in writing by the ACC prior to installation, it being the intent of the Declarant that all newspaper boxes shall be located adjacent to the access point for each Lot.

ARTICLE 10 - BUILDING RESTRICTIONS

10.1 - Approval Required: No building, landscaping or other improvement shall be erected, altered, placed or permitted to remain on any Lot without prior approval in writing from the ACC. In no event shall a manufactured or relocated home be erected, placed or permitted to remain on any Lot.

10.2 - Design and Construction Standards: The "Architectural Design and Construction Standards" shall be the governing document for Crystal Cove Subdivision construction requirements.

10.3 - Obligation to Complete Construction: The Owner of each Lot shall commence construction of Dwelling Unit as permitted herein within six (6) months after date of the first conveyance of the Lot to an Owner by Declarant, and complete construction thereof within one (1) year after commencement of construction. Following the date of commencement of construction, the Owner shall be obligated to diligently and continuously proceed therewith to completion of the entire dwelling and landscaping within six (6) months of commencement of construction, except for incidental items which cannot be completed because of adverse weather, provided that such items shall be completed promptly when weather permits. Prior to the commencement of construction, the Owner shall maintain such Owner's Lot free of accumulation of trash or debris and vegetation that may create a fire hazard or which is unsightly. The construction of outbuildings or other projects following the completion of the main dwelling unit shall be subject to ACC approval and conducted in a timely manner as determined by the ACC. In the event Owner fails to adhere to the provisions of this Declaration, Owner shall be given thirty (30) days written notice to come into compliance. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, a fine will be imposed on the Owner for the cost of said service plus twenty-five percent (25%). If such enforcement action is initiated by the Association, any such attorney fees and/or costs so incurred shall be added to and become a limited assessment to which such Owner is subject.

10.4 - Utilities: The connection to all utility facilities shall be under ground and shall be inspected and approved by the appropriate governmental entity having jurisdiction thereof and the company providing the utility service, if required. Utility meters shall be placed in an unobtrusive location where possible. Each Owner shall be responsible to pay for any extension of electrical service or facilities for the placement of a meter or a transformer beyond that provided for such Lot, and any credits or monies received by such Owner from Idaho Power Company offsetting any costs of such extension which would otherwise have been rebated directly by Idaho Power Company to the Declarant shall be promptly paid by such Owner to the Declarant.

10.5 - Driveway: Each Owner shall install a concrete surface, or with the approval of the ACC, a concrete bordered asphalt surface, (asphalt without border behind fences only) driveway from the edge of the public right of way to the front of garage on the Lot in a location approved by the Association. Each dwelling is allowed no more than two curb cuts. If Asphalt surface is desired to reduce amount of concrete in front must be bordered by a concrete edge on both sides. An apron area of suitable size (to be approved by ACC) of concrete is required for the asphalt to abut. No driveway or parking area shall be permitted which creates a dust nuisance. All driveway surfaces and designs must be approved by the Architectural Control Committee

10.6 - Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

1. All debris shall be removed from the Lot prior to each weekend;
2. No materials shall be placed or kept on any adjoining Lots;
3. Vehicles belonging to workmen or used in the construction of the improvements shall not be parked in front of occupied Dwelling Units or interfere with traffic on public streets or private streets;
4. Utilities, including water, shall not be taken from any other Lot without the approval of the Owner thereof;
5. A receptacle for trash and debris shall be located on the subject Lot and shall not be over filled;
6. Each Owner shall be responsible to repair any damage caused by the Owner or Owner's agents, which may occur during the construction period to any road, mailbox, utility facility or other onsite or offsite improvement.

10.7 - Landfills, Retaining Walls, Grade Level of Lot: The use of each building site by the Owner thereof shall be subject to the following requirements in changing the natural terrain of any lot. These requirements do not preclude the authority or requirements of any approving agency having jurisdiction. As may be required, the Owner bears the responsibility of obtaining approvals from such agencies.

1. The objective of this paragraph is to provide a harmonious rolling terrain of building sites.
The Owner of a building site
 - a. to the extent its elevation is in whole or in part higher than adjacent property, shall have a duty to retain all water or material from moving onto a lower area; and
 - b. to the extent its elevation is in whole or in part lower than adjacent property, shall have a

duty to provide natural support to the higher level.

2. In using a building site, any fill to level or otherwise grade the site shall be limited to the minimum required in the front yard to adequately provide a proper grade from the street, and in side yard to the minimum within subparagraph (a) hereof and to conform the front yard to the natural terrain. Fill in the rear of the residence shall be limited to the minimum necessary to cover the foundation and provide a walkway adjacent to the rear of the residence. All fill shall be fully compacted.

3. Any fill other than that set forth in subparagraph (b) foregoing, shall not be placed on the building site until an adequate engineering study has been made in writing by a professional engineer licensed in the State of Idaho and a copy thereof delivered to the Declarant, which study must provide an opinion of the engineer that the proposed fill and the proposed manner of construction and drainage based on the geology and surface of the natural terrain will be of a permanent nature and not subject to slippage or sloughing.

4. Retaining walls shall not be constructed until a plan is submitted to the ACC and approved by it in writing. No retaining walls shall be installed on a building site except in conformance with good construction practices requiring adequate footings, adequate tie to the soil behind the wall, a proper degree of slant against the retained dirt and sufficient strength to hold the earth behind said wall.

5. Promptly upon the completion of a building on a building site, all surfaces must be covered with grass or soil retaining ground cover to prevent blowing of dust and water erosion thereof. Both prior to installation of ground cover, and thereafter, to the extent the natural ground and its vegetation are covered or removed, the Owner shall at all times maintain control of any water and its runoff on the building site by providing discharge of water into the street or controlled drain, or adequately spreading it on unchanged or landscaped terrain. Settling basins for the removal of any loose soil and fill in said water shall be provided before the same is discharged from the building site.

6. Owner agrees not to make excavation for stone, sand, gravel, earth or minerals upon any building site unless it is necessary in connection with the erection of an improved structure thereon. Natural outcroppings of rock shall be preserved where possible. Immediately upon excavation being made and as soon as possibly can be treated, any land laid bare to erosion by water or wind, shall be planted in grass or in some manner controlled and drained so as to prevent the washing or erosion thereof. Roadways or walks shall be cut into the slopes only with proper precautions to prevent erosion by wind or rain, and unsightly gashes and cuts to detract from the appearance of the general landscape. If Declarant so requests, in writing, all excavation material that it is necessary to remove from a building site shall become the property of the Declarant and shall be disposed of where Declarant may direct, the moving of same to be performed at the cost of the Declarant, except that Owner shall load it into a truck. If, upon notice by Owner that there will be excavation excess and no directions are given for the moving of the same, Owner may dispose of it as he sees fit. Owner agrees that he shall be liable for any damage caused by excavation done on his premises which causes the sloughing or collapse of land of an adjoining lot.

ARTICLE 11 - INSURANCE AND BOND

11.1 - **Required Insurance:** The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho. The

provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

1. A multi-peril-type policy covering any Common Area improvements, providing as a ~~minimum fire and extended coverage and all other coverage in the kinds and amounts commonly~~ required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

2. A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

3. Workmen's compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

11.2 - Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

1. Liability insurance affording Directors and Officers Liability coverage, which provides equal coverage for managers, agents, members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.

11.3 - The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, manager, agents, employees and association funds.

11.4 - Additional Provisions: The following additional provisions shall apply with respect to insurance:

1. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

2. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

3. All policies shall be written by a company licensed to write insurance in the state of Idaho

and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

11.5 - Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE 12 - CONDEMNATION

12.1 - **Consequences of Condemnation:** If at any time or times, all or any part of the Association owned property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

1. **Proceeds:** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association.
2. **Apportionment:** The condemnation award shall be apportioned among the Owners having an interest in the condemned property equally on a per-lot basis. The Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE 13 - MORTGAGEE PROTECTION

13.1 - Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of an Association:

1. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.
2. The holders of first Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
3. Any management agreement for the properties or private road system, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

13.2 - Any lien which the Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

13.3 - Unless all institutional holders of first Mortgages have given their prior written approval, no Association shall:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any

common area owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such common area property shall not be deemed a transfer within the meaning of this clause.)

2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.
3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the common area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
4. Fail to maintain fire and extended coverage on insurable common area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
5. Use hazard insurance proceeds for losses to any common area property for other than the repair, replacement or reconstruction of such common area property.
6. Amend materially this Declaration, or Association's Articles of Incorporation.
7. Terminate professional management and assume self-management of the properties.

ARTICLE 14 - GENERAL PROVISIONS

14.1 - Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, ACC standards, Association Rules, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by an Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and/or costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and if such enforcement action is initiated by the Association, any such attorney fees and/or costs so incurred shall be added to and become a part of a limited assessment to which such Owner's Lot is subject.

14.2 - Non-Waiver: The failure of the Declarant, the Association or any owner in any one or more instances to insist on strict performance of any of the covenants, conditions, restrictions, and easements or other provisions of this declaration, or to exercise in the right or option contained herein, or to serve any notice, or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, and easement or other provision, but the same shall remain in full force and effect.

14.3 - Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

14.4 - Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of

twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than fifty one percent (51%) of the votes of membership. Any amendment must be recorded.

14.5 - Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 18th day of September, 2007.

DECLARANT:

Dimension Properties LLC

By 

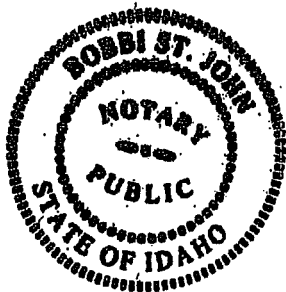
STATE OF IDAHO)

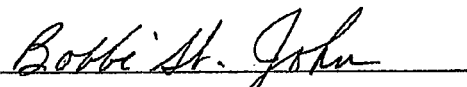
) ss.

County of Ada)

On this 18th day of September, 2007, before me, the undersigned Notary Public in and for said State, personally appeared **David Bowman**, known or identified to me to be the persons that executed the within instrument, and acknowledged to me that such person 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 State of Idaho
Residing at Boise, Idaho
My Commission Expires: 12/28/12

CRYSTAL COVE

The Architectural Design and Construction Standards ("**Design Standards**") contained herein are to be used as standards for the Owner in preparing plans and specifications for any proposed construction or improvement in Crystal Cove and for maintaining an orderly construction environment. These Design Standards are applied by the Architectural Control Committee ("**ACC**") in conjunction with the Master Declaration of Covenants, Conditions, Restrictions, and Easements ("**Master Declaration**") created by the "**Developer**" defined as the Declarant therein. For purposes of these Design Standards, the term "**Owner**" shall include any person or entity constructing a building or other improvements within the Subdivision, regardless of whether that person or entity owns the Lot on which the building is being constructed, including but not limited to the contractor, employees, agents, subcontractors or licensees of such person or entity. As set forth herein, violation of these Design Standards shall constitute a violation of the Master Declaration, provided, however that the ACC reserves the right to grant appropriate waivers approving such modifications as the ACC sees fit in the exercise of its discretion as set forth in the Master Declaration. All capitalized terms not otherwise defined in these Design Standards shall have the same meaning and definition as set forth in the Master Declaration.

I. Submittals Required for ACC Approval:

The Owner shall make the required submissions for approval to the ACC. All submittals required for ACC review and approval shall be accompanied by the submittal form adopted by the ACC. The following items shall be submitted to the ACC for approval. All required plans shall be submitted in an 11"x17" format. The ACC may request additional material to be submitted at its discretion:

- Site plan depicting the lot boundary and the proposed location of all improvements, including: all structures, driveways, sidewalks, fences, outdoor lighting, etc. indicate all easements and proposed setbacks.
- Floor plans indicating the square feet per floor and total finished square feet (exclusive of garages, covered patios, storage areas, etc.)
- Evaluations depicting front, rear and side elevations, including proposed material finish descriptions. Colors proposed for all exterior finishes, including paint colors, brick, stone and stucco finishes. All exterior color selections shall be approved in writing by ACC even if the ACC elects to designate an approved list of colors for the Subdivision.

- Specifications describing the materials and finishes proposed for exterior construction.
- A landscape plan depicting proposed landscape layout, including a legend of plan type and sizes.
- A copy of Lot Acceptance Form executed by Owner prior to Owner's purchase of the Lot.

All submittals and inquiries will be made to:

Dimension Building Company
P. O. Box 140251
Boise, ID 83714
OR
208-289-8979 Fax
OR
bobbi@dimensionbuilding.com

A \$100 review fee shall accompany submittals of design review applications to the ACC. In addition to the review fee, the amount of \$1,500.00, or such other amount as shall be determined by the ACC (the "**Applicant Deposit**") shall be paid to the ACC at the time of the submission of the application. Prior to the commencement of construction, the Owner shall obtain written approval of the proposed improvements from the ACC. Such approval may be conditioned upon submittal and approval of the landscape plan and the exterior colors. The Application Deposit shall be refunded to the Owner without interest if Owner completes all improvements in a timely manner consistent with the Plans and Specifications. If construction is commenced prior to approval or if the Owner fails to complete such improvements in a timely manner consistent with the Plans and Specifications, the ACC shall have the right to fine Owner \$500 per occurrence which shall be deducted from the Application Deposit. The deduction of such sums or the deduction of any amounts charged for re-inspections pursuant to the Master Declaration shall not relieve the Owner from complying with all requirements of the Master Declaration or the Design Standards as contained herein. Non-compliance with these Design Standards shall constitute a violation of the Master Declaration and shall be enforced as such. Requests for refunds of the Application Deposit must be made in writing within 90 days from completion of the home, including landscaping; otherwise they shall be considered forfeited. Other methods of enforcement for obedience to all ACC guidelines shall be the same methods set forth in the CC & R's for Crystal Cove Subdivision (AKA Sond Subdivision).

II. Design Standards

A. Site Design Standards

1. Site drainage shall be retained on site in accordance with approved grading and drainage plans and Meridian City construction guidelines. All excavation must be done with minimal disturbance to the building lot. All excess dirt and debris generated from site excavation shall be removed from the Crystal Cove Subdivision. No spoiling of excess materials shall be allowed.
2. Building Envelope and Setbacks. Notwithstanding the standards established by the City of Meridian, the building envelope for the building lots within the Crystal Cove Subdivision shall be dictated by the following minimum setback standards:

One-Half (1/2) Acre Lots:

Front Yard:	25 Feet
Side Yard:	5 Feet
Street Side:	N/A
Rear Yard:	15 Feet

One-Quarter (1/4) Acre Lots:

Front Yard:	20 Feet
Side Yard:	5 Feet
Street Side:	20 Feet
Rear Yard:	15 Feet

Note: Setbacks may be modified by the ACC on a case-by-case basis

3. Building Height. The maximum building height for residential buildings is 35 feet. Building height limitations more restrictive than the City allowance may be imposed by the ACC on a case-by-case basis in order to preserve views or minimize the impact of structure on adjacent properties.
4. Views. Each homeowner shall consider the views to and from the site in the design of the home so that neighboring views are not impeded, and the home blends into the landscape. Specific restrictions may be imposed on a case-by-case basis.
5. Solar Considerations. Designers should consider passive solar opportunities. The design and siting of a house should take into account the solar space of the neighboring houses.

6. **Sun Shading.** Open forms, covered and semi-covered outdoor areas such as loggias, pergolas, arbors or trellis, which are attached or detached from the building are useful in creating outdoor spaces as well as protecting interior spaces from summer sun.
7. **Garages.** Garage-dominated street elevations are discouraged. Side entry garages and garages entered by an auto-court along the side of the house are preferred. Garages can be de-emphasized by the use of individual garage doors rather than double doors.
8. **Accessory Buildings.** Detached accessory building such as tool sheds, dog houses, etc., which are not appurtenant to the dwelling structure, but are intended for permanent or semi-permanent use, are not specifically prohibited, except as provided for in the Declaration. Such structures are subject to ACC approval. The type and construction of such should mimic that of the original dwelling.
9. **Outdoor Spaces.** Outdoor spaces, covered and open, such as courtyards, terraces, decks and balconies serve several purposes and provide the homeowners with enjoyable outdoor living spaces. The design and use of such spaces shall be considered and incorporated into the house and landscape design.
10. **Hardscaping.** Driveway cuts onto streets shall be limited to two (2) per building lot, unless otherwise approved by the ACC. The finish material shall be either concrete, unit pavers or asphalt if bordered with a banding of concrete. A minimum of two off-street parking places shall be required for each building lot. Residents' parking must be in approved garages.
11. **Fencing.** No fences shall be allowed in the front of any building lot. Fences in all other locations shall be constructed in accordance with the fence standards approved for the Crystal Cove Subdivision or reviewed and approved by the ACC. Material will be white vinyl to be approved and completed by subcontractor-approved by ACC Committee. The Wing fence type and design is to be the same as the rest of fencing in the subdivision and subject to ACC approval. Wing fencing must be in within 60 days of substantial completion.
12. **Exterior Lighting.** In order to maintain a well-lit streetscape and promote neighborhood safety, each home shall provide front yard exterior lighting by a minimum of three (3) wall-mounted lights or

three soffit-mounted can lights with a 60-watt bulb shall be installed at the front of each home in a location that will provide light to the front yard and adjoining street. The lights shall have photosensitive cells that automatically activate the lights in the evenings and have glare-reducing glass. Override switches are prohibited. Lights must remain on from dusk to dawn daily.

Other approved lighting includes normal entrance lights on porches, garages, and other entries to the home providing they do not exceed 100-watts each. High watt fixtures intended for lighting back yard play areas may be permitted with the approval of the ACC. Such fixtures must be mounted in an unobtrusive manner and shall not illuminate neighboring properties and shall not be operated at late hours that cause a nuisance to neighboring property owners.

13. Mailboxes. The Developer will provide the mailboxes for all dwellings, to be placed on provided mailbox standard. No exceptions or substitutions are permitted unless otherwise approved in writing by the ACC. After installation, the Owner's shall protect and maintain their mailbox. Replacement necessitated by damage from whatever source shall be at the expense of the individual owner/builder.

B. Architectural Design Standards

1. Period Architecture. A submittal imitating period style is expected to be an authentic representation of the original style and to be consistent with that style from all views. The ACC shall be looking for clear intent as well as consistency within the context established by the design.
2. Building Forms
 - i. Arrangement/Composition of Buildings. Structures should be designed with consideration to views, neighboring properties, individual building elements and massing. Simple forms and arrangements are preferred with primary and secondary spaces differentiated by massing, volume and varied rooflines. Consideration should be made to keep all of the components in scale and proportion to one another and the purposes they serve.

Consideration of public and private indoor as well as outdoor spaces should be considered. Outdoor spaces should be defined by walls and hedges or structures such as pergolas and pavilions.

- ii. **Basic Forms.** Simple shapes and forms are preferred and are the most economical to build, allowing for additional expenses to be given to finishes and details. Main forms and secondary forms should be simple, rectangular shapes in order to give priority to the quality of the construction materials.
- iii. **Exterior Elevations.** Exterior elevations shall be evaluated on the overall character, depth, and balance of the design.

3. **Building Components**

- i. **Entrances.** Entries, like all elements should be in scale and harmony with all other elements. Monumentality should be avoided in entrances.
- ii. **Roofs.** Composite shingles must be black, approval subject to ACC committee. Low roof pitches are encouraged so as not to be dominant. Slopes of 4 in 12 to 6 in 12 are preferred. Broken rooflines are encouraged. Mixing of differing roof pitches on the same elevation is discouraged.
- iii. **Chimneys and Roof Projections.** Chimneys and other roof projections such as vents and flues must be in scale and materials shall be compatible with the structure from which they project. Chimney forms on exterior walls should originate at grade. If roof penetration is in a conspicuous location a chase made of similar material as the main house must be built around it, and must have an enhancer/or other decorative cap material.

4. **Building Materials.**

- i. **Exterior Wall.** Earth tone stucco, locally appropriate stone and brick are preferred for exterior walls. These materials provide for maximum fire protection and create the aesthetic quality the ACC looks for. Other Materials may be approved at ACC sole discretion. Siding, if approved, will be required to be True Lap Hardi plank siding, on all areas within direct

street view (including gables). Trim, fascia and soffit can be Masonite as desired but must meet the design standards for architectural appeal set forth in these guidelines.

Exterior color and material treatment used on the building walls shall be continuous and consistent on all elevations of a residence in order to achieve a uniform and complete architectural design and avoid a "veneer" or "tacked on" appearance. Exterior colors of residences and other improvements must harmonize within themselves and be harmonious with their surroundings. All colors are subject to approval by the ACC. All reflective material such as chimneystacks, flashing and exhaust pipes must be painted to match or blend with surrounding metals or materials.

- a. Material Changes: To avoid a tacked on, low quality veneer look, material changes should be at an inside corner or at a major wall opening. All material changes must be either avoided or carefully integrated with the overall design of the house.
- b. Joints in Siding Materials. Careful consideration shall be given to the placement of all siding joints. Nearly every siding material requires a joint in order to extend across the area to be covered. The treatment of these joints provides important visual clues regarding the quality of the siding construction. For all sidings, the type and placement of joints and joint covers shall be indicated on the plans. Siding must be a minimum of Hardi-plank 8" true lap siding or equal. No masonite or other materials will be allowed for main siding.
- ii. Garage Doors. Garage doors shall be paneled and have an attractive decorative design. The use of individual garage doors is preferred to the use of double doors. ACC would like to see, either decorative door panels and/or windows, or decorative hardware for all garage doors (especially if the doors face the street).
- iii. Chimney Caps. Chimney caps of a purely utilitarian design shall not be allowed. A false cap, appropriate to the design of the house must screen chimney caps.

- iv. Gutters and Downspouts. All gutters and downspouts shall be designed as a continuous architectural feature. Exposed gutters and downspouts shall be colored to blend in with the surface to which they are attached.
 - v. Privacy Screens. The preferred privacy screen is one that is treated as an architectural extension of the house, both in its design and in its materials.
 - vi. House Numbers. House numbers shall be selected at the owner's discretion but are subject to ACC review. The size, placement and style of house numbers shall be consistent with the overall design, scale and style of the home.
 - vii. Roofing Materials. Roof material must be a minimum of 30 Architectural shingles are required and must be black or black walnut in color.
 - viii. Arbors/Trellises/Etc. The use of arbors, trellises, pergolas, etc. is encouraged for sun shading, defining transitional areas within the landscape and softening of building components and massing. Details and building materials for such structures shall be specified on the building plans and are subject to ACC review.
 - ix. Roof and Attic Vents. Roof vents and other ventilation pipes shall be located on the rear elevation except where impractical, shall be painted to match or blend with the roof color, and shall otherwise be installed in an inconspicuous location and manner. Roof and attic vent types and locations shall be shown on the building elevations.
 - x. Fascia and Rafter Tails. Fascias should be a minimum of 8" deep and should be constructed of a nominal 2" thick material unless otherwise approved in writing by the ACC in advance of construction.
 - xi. Window Treatments. All draperies and window coverings should be of materials and colors consistent with the design of the home and surrounding environment.
5. Mechanical Equipment and Screening. Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment

shall be properly screened from view of the street and surrounding so as not to be heard from adjoining properties.

C. Landscape Design Standards

A landscape plan shall be prepared and submitted to the ACC for approval. Although certain minimum standards have been established, additional landscaping is encouraged and may be required by the ACC depending upon unique characteristics of the lot and adjoining lots or common areas. The ACC will consider how the proposed landscaping blends with, and promotes, the overall aesthetics of the site in conjunction with structures.

Landscaping of front, and side yards is required to the following minimum standards within 30 days of substantial completion of the home.

1. **Irrigation.** An automatic underground sprinkler system shall be installed throughout.
2. **Ground Cover.** Sod shall be laid over the entire front, corner and side yards, except for at garden or planter bed locations. Rear yards may be seeded but only if all fencing to fully enclose the area has been completed.
3. **Shrubs.** Shrubs shall be planted in the front yards, corner yards, and rear yards according to the following minimum standards:
 - i. Front yard shall have a minimum of 10 shrubs (5-gallon or larger) and 15 shrubs (2-gallon or larger).
 - ii. Corner lot side yard: Each corner lot side yard shall have a minimum of 15 shrubs (2-gallons or larger).
 - iii. Rear yard: Each rear yard shall have a minimum of 10 shrubs (5-gallons or larger) and 10 shrubs (2-gallons or larger). (Rear yard landscaping can be at owner's discretion and timeframes if, and only if, the fencing has been installed to fully enclose the area).
4. **Trees.** Each front yard shall contain a minimum of 4 trees. In addition to the shrub requirement listed herein, 5 additional (5-gallon) shrubs may be substituted for one of the trees required in the front yard if approved by the ACC. Two of these trees must be in the landscape strip, the other two can be set in the design of the

front landscape in architecturally pleasing locations so as to accent the detail of the home and give variety to the overall streetscape.

5. **Planter Beds.** Planter beds planted with shrubs and flowers shall cover a minimum of 25% of the front yard, 20% of the side yard on corner lots, and 15% of the rear yards. Covering for planter areas shall not include gravel. Cover material must be approved by the ACC.

Owner is encouraged to consider bordering yards when formulating a landscape plan and, to the extent practical, shall blend the improvements with the neighboring yard landscape improvements, including planters and berms.

6. **Turf.** All grass must be supplied by The Turf Company. The materials this company uses has been found superior for the conditions in Crystal Cove Subdivision, and they will specify type of turf to be installed. All front and side yards or other locations viewable to public areas or neighbors must be sod of this type. Hydro-seeding or other methods of turf installation will only be approved in fenced "hidden areas".
7. **Service Yards.** When not provided by other structures, each residence should have a screened service yard, enclosing garbage and trash containers, firewood, bicycles and other items of personal property and must be placed where they will not be seen from the streets or neighboring properties.
8. **Waivers.** Waivers and modifications to the landscape requirements above may be granted on a case-by-case basis with written approval by the ACC. Extensions for completion of landscaping may be granted when weather conditions hamper landscape construction from December 1 through April 1.

III. Construction Standards

- A. **Condition of Lot.** The owner shall have inspected the lot prior to purchase and construction for condition of all utilities, location of property pins, and general conditions and provide Developer with the Lot Acceptance Form required by Developer. Unless otherwise notified, all improvements shall be considered in good repair and all damages or deficiencies thereafter shall be the responsibility of the Owner.

Developer, or its engineer, will relocate missing property pins or sewer markers that cannot be located by ordinary inspection (including light digging to uncover buried pins or markers) prior to closing or commencement of construction. Resetting property pins or sewer markers after possession or beginning of construction or locating existing property pins and sewer markers will carry a minimum charge of \$100 from Developer.

- B. Excavation.** Excavators are required to contact Dig Line at 342-1585 prior to commencing excavation on the lot. Lots shall be excavated in a manner that will not adversely impact neighboring lots. Excess dirt shall be removed from the subdivision and may not be deposited or dumped on other lots or vacant ground slated for future development.
- C. Elevation of Foundations.** Foundation elevations shall be coordinated with adjacent properties in order to avoid grading and drainage conflicts. Owner shall be solely responsible for taking such steps as necessary in setting the foundation elevation to ensure that drainage onto neighboring properties will be eliminated. All drainage from Owner's lot will be retained on site or drained into the adjoining street. Foundation elevations shall be reviewed and approved by the ACC prior to commencing construction.
- D. Jobsite Maintenance.** Construction shall not begin prior to 7:00 a.m. or continue after sunset. Loose dogs shall not be allowed at the construction site. No inappropriate language, shouting or other inappropriate behavior is permitted. Radios or other music must be kept to a minimum volume. The Owner shall be responsible for maintaining the jobsite in an orderly manner. Temporary toilets, construction equipment, and construction material shall be contained within the lot boundaries and shall not be placed on streets and sidewalks. All vehicles will be parked within the lot boundaries or on public streets adjacent to the lot and shall not block traffic, mailboxes, or otherwise interfere with existing homeowners. Jobsite trash or debris that may be scattered by wind shall be properly contained in dumpsters or by other means. Construction sites shall be free of debris prior to each weekend. If the Owner fails to maintain the lot in an orderly manner or allows construction debris to clutter surrounding properties may be subject to appropriate action from the Declarant or the Association.

The Owner shall be solely responsible for obtaining all necessary permits for construction upon any Lot. Owner shall be solely responsible for ensuring that all work is conducted upon its lot by its contractors, agents, subcontractors and licensees in conformance with the permits that have

been issued. The Owner shall furthermore be responsible to obtain all necessary erosion and sediment control permits required for construction on the lot. The Owner shall comply with all erosion and sediment control plans governing the lot. In no event shall the Owner take any action or permit its contractors, agents, subcontractors and licensees to take any action which would violate the erosion and sediment control permit for the lot, would violate the erosion and sediment control permits for any adjoining lots or other lots within the Subdivision, or violate erosion and sediment control plan.

Power and water must not be used from existing dwellings without permission from the Owner.

Streets shall remain free from dirt, gravel, or other excavation material and shall be maintained by the Owner in a clean and orderly manner.

Contractors must obey the speed limit. No speeding or unsafe driving.

All complaints will be conveyed to the Owner, who is responsible for compliance with these Design Standards. The Owner is responsible to the Declarant or the Association for the compliance of their contractors and subcontractors with these Design Standards. It is important that the Crystal Cove experience be a positive one for builders, contractors, residents and their families.

Exhibit A

Fence Details

Builders Request for Building Plan Approval

(Please type or print)

FAX this form to: Dimension Building Company at (208) 287-8979

Contact Information:

Builder: _____ Date: _____

Tel. No.: _____ Fax No: _____ E-Mail: _____

Property Information:

Lot _____ Block _____ Phase _____

Property Address: _____

Submittal Requirements:

Note: All plans are to be submitted @ 1/8" scale on 11"x17" paper. Full size plan sets will not be accepted for review. Plans shall provide the following information:

<i>Site Plan</i>	<i>Floor Plan(s)</i>	<i>Elevations (all sides)</i>
<input type="checkbox"/> Setbacks	<input type="checkbox"/> Main Floor	<input type="checkbox"/> Roof Pitch
<input type="checkbox"/> Easements (if applicable)	<input type="checkbox"/> Second Floor	<input type="checkbox"/> Roof Vents
<input type="checkbox"/> Structure Footprint	<input type="checkbox"/> Bonus Room	<input type="checkbox"/> Siding Materials/Patterns
<input type="checkbox"/> Driveway Location	<input type="checkbox"/> Basement	<input type="checkbox"/> Siding Trim
<input type="checkbox"/> Entry Walk Location		<input type="checkbox"/> Masonry
		<input type="checkbox"/> Windows (location/Size)

(for use of Dimension Building Company Only)

Reviewed By: _____ Date: _____

Plan Square Footage _____ Garage Orientation: _____

Approved _____ Not Approved _____ Approved with Conditions _____

Requirements for approval:

Builders Request for Exterior Colors and Materials

(Please type or print)

FAX this form to: Dimension Building Company at 287-8979

Contact Information:

Builder: _____ Date: _____

Tel. No.: _____ Fax No: _____ E-Mail: _____

Property Information:

Lot _____ Block _____ Phase _____

Property Address: _____

Finish Specifications & Colors:

Material	Manufacturer	Model	Color	Approval/Denial
Siding 1				
Siding 2				
Siding 3				
Fascia Trim				
Window Trim				
Door Trim				
Corner Trim				
Batten Trim				
Rood				
Masonry				
Windows				
Front Door				
Garage Door				
Shutters				

(for use of Dimension Building Company only)

Reviewed By: _____ Date: _____

Requirements for approval:

Builders Request for Landscaping/Fencing Plan Approval

(Please type or print)

FAX this form to: Dimension Building Company at (208) 287-8979

Contact Information:

Builder: _____ Date: _____

Tel. No.: _____ Fax No: _____ E-Mail: _____

Property Information:

Lot _____ Block _____ Phase _____

Property Address: _____

Submittal Requirements:

- All plans are to be submitted @ 1/8" scale on 11" x 17" paper. Full size plan sets will not accepted fro review.
- Plans shall identify location, size, type and quality of all plant materials.
- Plans shall identify landscaping on adjacent home sites and common areas where applicable.
- Fencing location and type shall be clearly identified on plan (Approved fence sections to be provided by Dimension Properties LLC).

Plan Information:

<i>Landscaping Plan</i>	<i>Front Yard</i>	<i>Rear Yard</i>	<i>Side Yard</i>	<i>Side Yard</i>
Trees (Qty.)				
Shrubs (Qty.)				
Groundcover (Type)				

(for use of Dimension Building Company only)

Reviewed By: _____ Date: _____

Approved _____ Not Approved _____ Approved with Conditions _____

Requirements for approval:

**AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CRYSTAL COVE SUBDIVISION
(Recorded as Sond Subdivision)**

**Specifically:
ARCHITECTURAL DESIGN AND CONSTRUCTION STANDARDS**

All amendments apply to the Architectural Design and Construction Standards.
Amendments are as follows:

Page 2, Item I: "A \$100 review fee shall accompany..." shall be amended to read, "A \$200 review fee shall accompany..."

Page 3, Item II.A shall be added: "**Square Footage Requirements:** Any building site ½ acre, or above, will be required to have a minimum of 2,500 finished square feet. Any site less than ½ acre will be required to have 2,250 square feet, 250 square feet of which can be unfinished footage."

Page 3, Item II.A.2: "*Note: Setbacks may be modified by the ACC on a case-by-case basis*" shall be amended to read: "*Note: Setbacks, or other details, may be modified by the ACC on a case-by-case basis*".

Page 4, Item II.A.7 shall be amended to read: "Garages. Garage-dominated street elevations are discouraged. Side entry garages and garages entered by an auto-court along the side of the house are preferred. Garages can be de-emphasized by the use of individual garage doors rather than double doors. **Garages must have some type of architectural detail (EI-windows with grids, decorative hardware or panels).**"

Page 4, Item II.A.10 shall be amended to read: "Hardscaping. Driveway cuts onto streets shall be limited to two (2) per building lot (**one cut if no circle drive, or if lot size is less than ½ acre**), unless otherwise approved by the ACC. The finish material shall be either concrete, unit pavers or asphalt if bordered with a banding of concrete. A minimum of two off-street parking places shall be required for each building lot. Residents' parking must be in approved garages."

Page 5, Item II.A.13 shall be amended to read: "Mailboxes. Developer will provide the mailboxes for dwelling, to be placed on provided mailbox standard. Each Builder will be assessed a mailbox fee at closing. No exceptions or substitutions are permitted unless otherwise approved in writing by the ACC. After installation, the Owner's shall protect and maintain their mailbox. Replacement necessitated by damage from whatever source shall be at the expense of the individual owner."

Page 6, Item II.B.3.ii shall be amended to read: "Roofs. Composite shingles must be Elk brand or equal and one of the 4 following colors (Weathered Wood, Antique Slate, Bark Wood, or Sable Wood). 40 year architectural shingles will be required for all lots ½ acre or larger, 30 year is acceptable for all lots less than ½ acre. Low roof

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2
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RECORDED -- REQUEST OF
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Dimension Properties

pitches are encouraged so as not to be dominant. Slopes of 4 in 12 to 6 in 12 are preferred. Broken rooflines are encouraged. Mixing of differing roof pitches on the same elevation is discouraged."

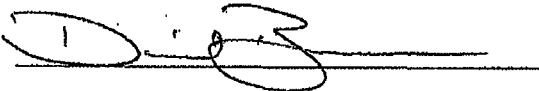
Page 8, Item II.B.4.vii shall be amended to read: "Roofing Materials. Roof material must be consistent with 3.ii above."

Page 8, Item II.B.5 shall be amended to read: "Mechanical Equipment and Screening. Exterior mounted utility meters, heat pumps, air conditioners, and other such equipment shall be properly screened from view of the street and surrounding homes by landscaping or fencing and must be insulated for noise so as not to be heard from adjoining properties."

The amendments as set forth above shall be incorporated into the original Declaration of Covenants, Conditions and Restrictions of Crystal Cove Subdivision (Recorded as Sond Subdivision), specifically the Architectural Design and Construction Standards, filed with the Ada Country Recorder, State of Idaho on September 18, 2007, Instrument No. 107130326.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the 24th day of October, 2007.

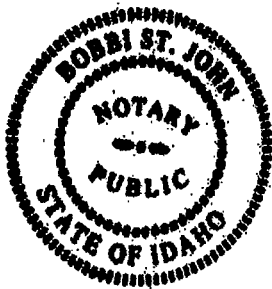
DECLARANT: Dimension Properties, LLC

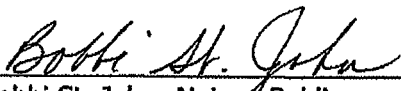


STATE OF IDAHO)
) ss.
County of Ada)

On this 24th day of October, 2007, before me, the undersigned Notary Public in and for said State, personally appeared **David Bowman**, known to me to be person that executed the above instrument.

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





Bobbi St. John, Notary Public
Residing in Boise, Idaho
My Commission Expires 12/28/12



**AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CRYSTAL COVE SUBDIVISION
(Recorded as Sond Subdivision)**

Amendments to the Declaration of Covenants, Conditions and Restrictions of Crystal Cove Subdivision (recorded as Sond Subdivision) are as follows:

Article 9.3: This paragraph shall be amended to include the following: "All property owners within the boundaries of Crystal Cove Subdivision shall use approved trash containers, which shall be the standard SSC rolling trash containers. These will be supplied by Meridian City/SSC Inc. at the cost of the original homeowners. There may be a maximum of two (2) bins per residence, unless otherwise approved by the Board of Directors."

Article 9.6: This paragraph shall be amended to read: "No outbuilding shall be constructed larger than 2500 square feet of floor space, or higher than the dwelling unit."

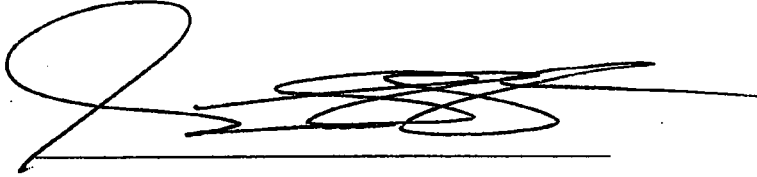
Article 9.7: This paragraph shall be amended to include the following: "Recreational vehicles, motor homes, may be parked on the garage side of a home only, but must be behind the approved fence line and may not protrude vertically beyond the crest of the front gable or hip roof line. If the vehicle(s) are deemed unsightly, or there is a question as to the height requirement stipulations, the ACC or Board of Directors shall have final interpretation rights. In conjunction with this guideline all garage orientations for a house or outbuilding to be considered for construction on any lot shall be determined by the ACC or Board of Directors."

Article 9.11: This paragraph shall be amended to include: No Lot owner shall have the right of contribution from any other Lot owner for the construction of a fence along a common boundary line, "unless agreed to by both parties in writing. There is no expressed or written agreement from the HOA or ACC to be part of any such agreements, but fence types and locations will still need approval of the ACC or Board of Directors."

Article 9.13: This paragraph shall be amended to include: "Until all lots are sold, the Declarant reserves the right to exempt itself from any or all of these guidelines, for the purposes of sales of lots or homes in the subdivision."

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the 29th day of February, 2008.

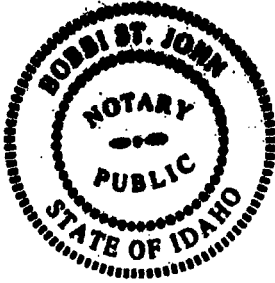
DIMENSION PROPERTIES, LLC

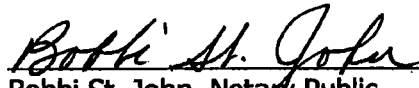


STATE OF IDAHO)
) ss.
Count of Ada)

On this 29th day of February, 2008, before me, Bobbi St. John, a Notary Public in and for said State, personally appeared Scott Fredrickson, known to me to be the person who executed the above instrument.

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





Bobbi St. John, Notary Public
Residing in Boise, Idaho
My Commission Expires: 12/28/12