

PK 98 PG 12462

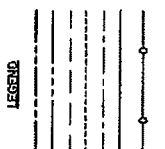
PLAT SHOWING

WINDHAM PLACE SUBDIVISION

LOCATED IN GOVT. LOT 5 OF SECTION 6, T.3N., R.1E., B.M. MERIDIAN, ADA COUNTY, IDAHO 2007

NOTES:

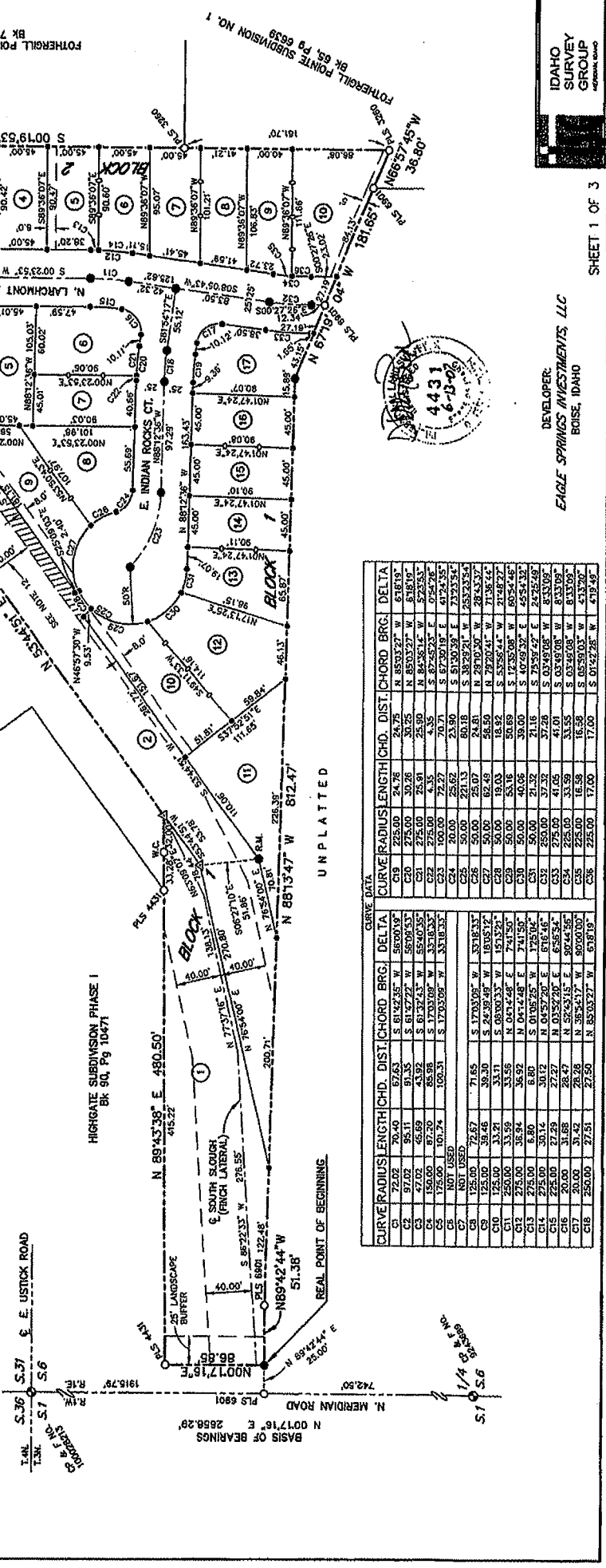
- 1) BUILDING TRACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN.
- 2) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT.
- 3) ALL REAR LOT LINES SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITY, DRAINAGE, AND IRRIGATION EASEMENT. EXCEPT FOR LOTS 1, 2, 3, AND 11, BLOCK 1.
- 4) ALL LOTS (EXCEPT ZERO SETBACK LOT LINES AS SHOWN PER LEGEND) ARE HEREBY SUBDIVIDED INTO ZERO SETBACK LOTS. THE ZERO SETBACK LOTS ARE TO BE IRRIGATED AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE UNLESS OTHERWISE SHOWN AND DIMENSIONED.
- 5) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- 6) IRRIGATION WATER HAS BEEN PROVIDED FROM THE MAPPA & MERIDIAN IRRIGATION SYSTEM. THE IRRIGATION SYSTEM IS TO BE MAINTAINED AND OPERATED BY THE SUBDIVISION. THE IRRIGATION SYSTEM SHALL BE OPERATED AND MAINTAINED BY THE SUBDIVISION. THE IRRIGATION SYSTEM SHALL BE OPERATED AND MAINTAINED BY THE SUBDIVISION.
- 7) THE OWNER OF EACH LOT ADDRESS WHICH PASSES AN IRRIGATION/DRAINAGE DITCH OR EASEMENT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF SUCH DITCH OR EASEMENT. UNLESS SUCH RESPONSIBILITY IS ASSIGNED BY AN IRRIGATION/DRAINAGE DISTRICT.
- 8) THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION, MAINTAINED BY THE WINDHAM PLACE HOMEOWNERS' ASSOCIATION.
- 9) EXCEPT FOR LOTS 1 AND 17, BLOCK 1, ALL BUILDABLE LOTS IN THIS SUBDIVISION SHALL BE ATTACHED HOUSING WITH A MINIMUM AREA OF 1000 SF, EXCLUDING GARAGES.
- 10) DIRECT LOT ACCESS TO N. MERIDIAN ROAD IS PROHIBITED WITHOUT WRITTEN APPROVAL FROM THE ADA COUNTY HIGHWAY DISTRICT, WITH THE EXCEPTION OF LOT 1, BLOCK 1.
- 11) PORTIONS OF LOTS 2 & 3, BLOCK 1, ARE SUBJECT TO A MAPPA & MERIDIAN IRRIGATION DISTRICT WATER DRAINAGE EASEMENT FOR THE SOUTH SLOUGH AS SHOWN.
- 12) PORTIONS OF LOTS 2 & 3, BLOCK 1, ARE SUBJECT TO A MAPPA & MERIDIAN IRRIGATION DISTRICT WATER DRAINAGE EASEMENT FOR THE SOUTH SLOUGH AS SHOWN.
- 13) PORTIONS OF LOTS 2 & 3, BLOCK 1, ARE SUBJECT TO A MAPPA & MERIDIAN IRRIGATION DISTRICT WATER DRAINAGE EASEMENT FOR THE SOUTH SLOUGH AS SHOWN.
- 14) THIS PLAT IS IN ACCORDANCE WITH THE CITY OF MERIDIAN ZONING REGULATIONS.



FOUND 5/8" IRON PIN AS NOTED
 FOUND 2.5" IRON PIPE MONUMENT.
 SET 5/8" 30" IRON PIN WITH PLASTIC CAP, PLS. 443
 SET 1/2" 24" IRON PIN WITH PLASTIC CAP, PLS. 443
 CALCULATED POINT
 REFERENCE CORNER
 REFERENCE MONUMENT
 ACID STORM DRAINAGE EASEMENT (SEE NOTE 13)



SCALE: 1" = 60'



CURVE DATA

CURVE	RADIUS	LENGTH	CHD.	DIST.	CHORD BRG.	DELTA
C1	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C2	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C3	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C4	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C5	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C6	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C7	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C8	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C9	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C10	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C11	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C12	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C13	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C14	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C15	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C16	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C17	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C18	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C19	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C20	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C21	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C22	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C23	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C24	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C25	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C26	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C27	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C28	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C29	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C30	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C31	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C32	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C33	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C34	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C35	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00
C36	275.00	24.76	24.76	0.00	N 100°00'00" W	27.00

DEVELOPER:
 EAGLE SPRINGS INVESTMENTS, LLC
 BOISE, IDAHO



BK 98 P 12463

WINDHAM PLACE SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT EAGLE SPRINGS INVESTMENTS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, AND EDWARD G. AND LORETTA K. SWEET, HUSBAND AND WIFE, ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 5 OF SECTION 6, T.3N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 6, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEGINS NORTH 0017716" EAST, 268.29 FEET; THENCE NORTH 0017716" EAST, 742.50 FEET (RECORD 1128 CHAINS); THENCE NORTH 894244" EAST, 250.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF N. MERIDIAN ROAD AND THE WEST 1/4 CORNER OF SAID SECTION 6; THENCE SOUTH 0017716" EAST, 86.85 FEET (RECORD 128 CHAINS); TO THE SOUTHWEST CORNER OF HIGHGATE SUBDIVISION PHASE 1, AS SAME IS RECORDED IN BOOK 90 OF PLATS AT PAGE 1047, ADA COUNTY RECORDS; THENCE ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION NORTH 894338" EAST, 480.80 FEET TO AN ANGLE POINT ON THE SOUTHWEST CORNER OF HIGHGATE SUBDIVISION PHASE 2, AS SAME IS RECORDED IN BOOK 90 OF PLATS AT PAGE 1054, ADA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE SOUTH BOUNDARY OF SAID SUBDIVISION NORTH 5374451" EAST, 493.59 FEET (OF RECORD AS NORTH 53738" EAST, 7.30 CHAINS); THENCE NORTH 357012" EAST, 298.83 FEET (OF RECORD AS NORTH 4513" EAST, 3.80 CHAINS); THENCE NORTH 8874138" EAST, 18.70 FEET (OF RECORD AS EAST 0.65 LINKS) TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5, COMMON TO THE NORTHWEST CORNER OF FOTHERGILL POINTE SUBDIVISION NO. 3, AS SAME IS RECORDED IN BOOK 73 OF PLATS AT PAGE 7555, ADA COUNTY RECORDS; THENCE ALONG THE WEST BOUNDARY OF SAID SUBDIVISION AND A WESTERLY BOUNDARY OF FOTHERGILL POINTE SUBDIVISION NO. 1, AS SAME IS RECORDED IN BOOK 69 OF PLATS AT PAGE 6639, ADA COUNTY RECORDS; SOUTH 0019533" WEST, 701.74 FEET (RECORD 10.64 CHAINS); THENCE NORTH 665745" WEST, 36.80 FEET (RECORD NORTH 684710" WEST, 37.03 FEET) TO THE MOST NORTHERLY CORNER OF LOT 4, BLOCK 5 OF SAID FOTHERGILL POINTE SUBDIVISION NO. 1; THENCE DEPARTING SAID SUBDIVISION BOUNDARY NORTH 671904" WEST, 181.65 FEET (RECORD 894244" WEST, 51.58 FEET (RECORD FOR THE TWO PREVIOUS CALLS SOUTH 883147" WEST, 812.47 FEET; THENCE NORTH LINE) TO THE POINT OF BEGINNING, CONTAINING 5.98 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS, SERVITUDES AND RIGHTS IN THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING CITY OF MERIDIAN, IDAHO MUNICIPAL WATER SYSTEM AND THE CITY OF MERIDIAN, IDAHO HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

EAGLE SPRINGS INVESTMENTS, LLC

Peter Harris
PETER HARRIS, MEMBER

Edward G. Sweet
EDWARD G. SWEET

Loretta K. Sweet
LORETTA K. SWEET

ACKNOWLEDGEMENT

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

ON THIS 23 DAY OF MAY 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PETER HARRIS, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF EAGLE SPRINGS INVESTMENTS, LLC. THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY 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.



Amy D. Peterson
AMY D. PETERSON
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO. THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE PROPERTY AND UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



D. TERRY PEUGH, P.L.S. IDAHO NO. 4431

ACKNOWLEDGEMENT

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

ON THIS 23 DAY OF MAY 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED EDWARD G. AND LORETTA K. SWEET, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED WITHIN AND WHO ACKNOWLEDGED TO ME THAT THEY 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.



Amy D. Peterson
AMY D. PETERSON
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

PK 98 RA 12464

WINDHAM PLACE SUBDIVISION

CERTIFICATE OF THE COUNTY TREASURER

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

6-20-07
DATE



Cecilia Argonova by Margaret Stearns
COUNTY TREASURER

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

[Signature]
CITY ENGINEER

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 11th DAY OF June, 2007.



[Signature]
CHAIRMAN

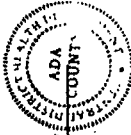
APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 16 DAY OF June, 2007, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

[Signature]
CITY CLERK, MERIDIAN, IDAHO

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BE CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE. BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.



[Signature]
CENTRAL DISTRICT HEALTH DEPARTMENT

COUNTY RECORDER'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Rock Spring Investment AT 11 MINUTES PAST ONE O'CLOCK PM OF THIS DAY OF June, 2007. INSTRUMENT NO. 127088461 BOOK 127 OF PLATS AT PAGES 12464-12464

[Signature]
DEPUTY

Fee \$16.00

[Signature]
EX-OFFICIO RECORDER

CERTIFICATE OF COUNTY SURVEYOR

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



[Signature]
COUNTY SURVEYOR PLS 5359 6-15-2007



108103766

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WINDHAM SUBDIVISION**

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR WINDHAM SUBDIVISION is made effective as of the 29th day of DECEMBER, 2006, by EAGLE SPRINGS INVESTMENTS LLC an Idaho limited liability company ("Grantor" and "Class B Member").

ARTICLE 1. RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Windham Subdivision (this "Declaration") is property in the City of MERIDIAN, County of Ada, State of Idaho, which is more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property").

1.2 Purpose of Declaration. Windham Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from the City of MERIDIAN or any other development plan(s) for which Grantor may from time to time obtain approval. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, defined below, and the Improvements, defined below, located thereon.

ARTICLE 2. DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, any grantee or grantee's successors, any Owner or Owner's successors, or by the Association, defined

below. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

ARTICLE 3. DEFINITIONS

3.1 "Articles" shall mean the Articles of Incorporation of the Association.

3.2 "Architectural Design Policy" shall mean the Architectural Design Policy and rules promulgated, published, amended and supplemented from time to time pursuant to Article 6.

3.3 "Architectural Review Committee" shall mean the Architectural Review Committee established pursuant to Article 6.

3.4 "Assessments" shall mean those payments required of Owners and Association Members.

3.5 "Association" shall mean Windham Subdivision Home Owners' Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

3.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.7 "Building Lot" shall mean one or more lots as specified or shown on any Plat of Windham Subdivision upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include any Common Area.

3.8 "Bylaws" shall mean the Bylaws of the Association.

3.9 "Common Area" shall mean any or all parcels of the Property that are designated on the Plat as Common Area.

3.10 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.11 "Grantor" shall mean Eagle Springs Investments, LLC, and any successor in interest, or any Person or entity to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer to individual Building Lot Owners by Eagle Springs Investments, LLC or its successor in interest.

3.12 "Windham Subdivision" shall mean the Property.

3.13 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, street signs, lights, streetlights, mail boxes, electrical lines, pipes, pumps, ditches, sewer facilities, storm water drainage facilities, recreational facilities, and fixtures of any kind whatsoever. Improvement(s) includes both original Improvements existing on the Property on the date hereof, and all later changes and Improvements.

3.14 "Limited Assessment" shall mean a charge against a particular Owner and such Owners Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.15 "Member" shall mean each person or entity holding a membership in the Association, including Grantor.

3.16 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation.

3.17 "Person" shall mean any individual, partnership, corporation or other legal entity.

3.18 "Plat" shall mean any subdivision plat identified as the Plat showing Windham Subdivision covering the Property as recorded, or to be recorded, at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.19 "Property" shall mean the Property described on Exhibit A attached hereto including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.20 "Regular Assessment" shall mean that portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property and paid by each Owner to the Association, pursuant to the terms of this Declaration.

3.21 "Special Assessment" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in

Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 4. GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All improvements are to be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural Design Policy. The Architectural Design Policy and the general instructions set forth in this Declaration shall govern the right of a Person or Owner, excluding Grantor, to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or to make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on, under or above the Property, including, without limitation, any Building Lot. All Improvements by any Owner, excluding Grantor, must be pre-approved in writing by the Architectural Review Committee prior to such Owner's construction or reconstruction.

This Declaration is not intended to serve as authority for the Architectural Review Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions. This Declaration is intended to serve as authority for the Architectural Review Committee to use its judgment to see that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Property, height, grade and finished ground elevation, natural conditions, landscaping, and all aesthetic considerations as set forth in this Declaration and in the Architectural Design Policy.

4.1.1 Architectural Review Committee. No improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan have been reviewed in advance by the Architectural Review Committee, and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including mandatory roofing materials, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors in connection with the Property that the Architectural Review Committee, in their reasonable discretion, deem relevant.

4.1.2 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Separate principal buildings are prohibited on each Building Lot. No business or home occupation shall be

conducted from said dwelling unit or structure unless in compliance with any and all applicable laws, ordinances and regulations.

4.1.3 Accessory Structures. Detached garages shall not be allowed. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the Architectural Review Committee. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot.

4.1.4 Exterior of Dwelling Structure. No change shall be made in the color of paint, stain, or other exterior finish to a dwelling unit or structure without prior written approval by the Architectural Review Committee, which approval shall require, without limitation, that any and all change(s) shall be consistent, and made concurrently, throughout the entire exterior of a dwelling unit or structure. Roofing materials shall be consistent in color and material on all dwelling units or structures in Windham Subdivision.

4.2 Exterior Maintenance; Owner's Obligation. No Improvement shall be permitted to fall into disrepair and must at all times be kept in good condition and repair. All exterior maintenance that is the responsibility of any Owner shall be made consistently and concurrently throughout the exterior of any Owner's property. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Building Lot, the Association upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due.

4.3 Landscaping. Grantor shall sod and landscape the Common Area in conformance with the landscape plan approved by the Architectural Review Committee and governmental agencies. Any future landscaping by an Owner must have written approval by the Architectural Review Committee. Each Building Lot Owner shall maintain the Property in a clean and safe condition free of debris or any hazardous condition. All concrete curbing and berming adjacent to any dwelling structure on any Building Lot is strictly prohibited as may inhibit drainage. All landscaping maintenance on the Common Area shall be the responsibility of the Association.

4.4 Trees. An Owner shall replace any tree of four (4) inch diameter or greater which is removed from the respective Owner's Building Lot with tree(s) of equivalent aggregate diameter.

4.5 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 Board. 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 Grantor, or that drainage which is shown on any plans approved by the Board, which may include drainage from a Common Area over a Building Lot in the Property.

4.5.1 ACHD Storm Water and Drainage Easement. Ada County Highway District ("ACHD") has a perpetual blanket storm water retention and drainage easement over portions of this subdivision identified on the plat as Storm Water Drainage Facilities. Together these easements are for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water.

4.5.2 "Heavy" Maintenance of Drainage/Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage facility to ensure it is functioning properly; cleaning out the facility, and piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event that ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

4.5.3 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for Windham Subdivision. This Manual is on file with ACHD.

4.5.4 Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Operation and Maintenance Manual described above, then ACHD shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within that thirty (30) days the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license to

enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should ACHD engage in maintenance of the Common Area after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all Assessments levied against all lots pursuant to this Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities contained therein without the prior written approval from ACHD.

The Association and all Owners of Building Lots by accepting title to a Building Lot agree that all Owners within Windham Subdivision are benefited property owners of such maintenance.

4.6 Grading. All Improvements must be placed on any Building Lot in accordance with the grading plan approved by the City of Meridian, federal guidelines, and guidelines of the Windham Subdivision engineer. 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 federal, state and/or local laws, ordinances and/or by the Board, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to the Limited Assessments provided for herein. Each Owner shall grade and drain such Owner's individual Building Lot (and maintain that grading and drainage) to prevent the runoff or drainage of water onto any adjacent Building Lots. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) Grantor shall have no duty to grade any property. All grading and elevations shall be done by each Owner. All Building Lots and property shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

(a) the Building Lot will drain sufficiently away from any foundation with a proper slope to keep water out of the crawl space of the home;

(b) drainage will be directed to the side, rear and front yards and not to any adjacent property; and

(c) grading and drainage shall comply with all applicable building code requirements.

It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's Building Lot from draining onto any other Owner's Building Lot (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of the Building Lot as provided herein, or uses excessive irrigation water, such that water flows off such Owner's Building Lot onto an adjacent property causing damage or injury, the offending Owner may be liable for any damages occurring as a result and may be liable for all of the costs of remedial actions to correct the problem should the offending Owner fail to correct the problem.

4.7 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Review Committee except:

(1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots;

(2) such signs identifying Windham Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Review Committee may be displayed on or from the Common Area;

(3) one (1) sign of customary and reasonable dimensions as prescribed by the Architectural Review Committee as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; and

(4) any sign required by the City of Meridian. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Control Committee's approval. No sign naming the contractor, the architect, and/or the lending institution for a particular construction operation shall be displayed to the public view without the approval of the Grantor and the Architectural Review Committee. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Review Committee.

4.8 Fencing. No fence, hedge or boundary wall situated anywhere upon a Building Lot shall have a height greater than six (6) feet above the finished graded surface of the Building Lot or Common Area upon which such fence, hedge or boundary wall is situated. Except that any fence constructed immediately adjacent to a swimming pool for the purpose of safety may be at a height required by applicable government agencies and/or homeowner liability insurer(s). Any fence constructed on or near the lot line common to one or more Building Lots shall be constructed as a Good neighbor® fence or wall. No fence shall be constructed so as to extend toward the front of the Building Lot past the front plane of the residential structure constructed thereon (except to allow fencing along driveways to a point where privacy gates may be installed as approved by the Architectural Review Committee, or closer than ten (10) feet to any side Building Lot line of a corner of a Building Lot adjacent to a dedicated street. No fence,

hedge or boundary wall which obstructs site lines at an elevation between four (4) and eight (8) feet above the street shall be placed or permitted to remain on any corner lot. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that of the perimeter fencing of Windham Subdivision, and shall otherwise be as approved by the Architectural Review Committee.

4.9 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Architectural Review Committee.

4.10 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such "noiseless" containers (consisting of plastic or rubberized material) and in areas approved by the Architectural Review Committee. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view.

4.11 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Mobile homes, moving vans, and/or trailers are permitted on the Property for a maximum of twenty-four (24) hours, providing, however, that a mobile office may be placed upon a portion of the Property and/or Common Area by Grantor or Grantor's agents and/or employees for the purpose of construction, operating and/or marketing Windham Subdivision or other adjacent land until all such construction and/or marketing is complete.

4.12 No Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, dilapidated or unrepared and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) for more than twenty-four (24) hours.

4.13 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Meridian City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. No person shall play upon or allow to be played any musical

instrument, or operate or permit to be operated any phonograph stereo, radio, television set, or other amplified sound system on the Property except at a low sound level. No Owner shall permit any party or other activity in the Common Area or such Owner's dwelling unit which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.14 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on the Property which are or might be unsafe or hazardous to any Person or property.

4.15 Insurance Rates. Nothing shall be done or kept on the Property and/or any Building Lot that will increase the rate of insurance on any other portion of the Property without the approval of the Architectural Review Committee, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by the Association or which would be in violation of any law.

4.16 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance as determined in the reasonable discretion of the Architectural Review Committee. Chronic dog barking shall be considered a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, or up to two (2) domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others.

4.17 No Further Subdivision. No Building Lot may be further subdivided unless expressly approved in writing by Grantor, and consistent with all applicable state and local law ordinances.

4.18 Adoption of Rules. The Association, through its Board, may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the Property and other Owners.

4.19 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way or grant easements to utility companies, public agencies or others with respect to the Common Area, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a

purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

ARTICLE 5. WINDHAM SUBDIVISION HOME OWNERS ASSOCIATION, INC.

5.1 Organization of Windham Subdivision Home Owners Association, Inc. Windham Subdivision Home Owners Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which 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. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to five (5) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a Class B Member in the Association, and shall become a Class A Member, on the happening of either of the following events, whichever occurs earlier:

(a) when ninety percent (90%) of the Building Lots have been sold to Owners other than Grantor; or

(b) on December 31, 2022.

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.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. A Director may be a member, director or officer of other business corporation(s), including non-profit corporation(s). The Board shall be elected in accordance with the provisions set forth in the Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including, without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents

thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws.

5.5.1.3 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

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

5.5.1.4.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services.

5.5.1.4.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, storm water facilities, sidewalks, and driveways.

5.5.2.2 Maintenance of Common Area. Maintain any and all berms, landscaping, retaining walls, and fences within and abutting the Common Area.

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

5.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage for the benefit of the Association all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.5 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.5.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all improvements, equipment and fixtures located within the Property.

5.5.2.5.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.5.3 Full coverage directors and officers liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 00 Dollars (\$250,000.00).

5.5.2.5.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to

insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.5.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

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

5.5.2.5.7 Each Owner may obtain insurance at such Owner's own expense providing coverage upon such Owner's Building Lot, such Owner's personal property, for such Owner's personal liability, and covering such other risks as such Owner may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this article. All such insurance shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation. Proceeds of such insurance claims shall be paid to the owner of the Building Lot and/or the mortgagee.

5.5.2.6 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or any committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 Operating Statement. A pro forma operating statement or budget, for each fiscal year shall be distributed not less than ninety (90) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Balance Sheet. Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting, and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted at the meeting. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person or by proxy of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given if such meeting is adjourned for more than thirty (30) days as provided above.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Review Committee; Right of Appointment. The Grantor or Board shall establish an Architectural Review Committee to consist of at least three (3) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion of the Board. The Architectural Review Committee shall have exclusive jurisdiction over modifications, additions or alternations made on or to existing structures on Building Lots.

6.2 Improvements Generally. The Grantor and Architectural Review Committee shall draft the Architectural Design Policy for the construction and reconstruction of all Improvements on the Property. No Improvements on any portion of the Property shall be constructed, reconstructed, placed or removed from the Property without prior written consent of the Architectural Review Committee. The Architectural Design Policy shall be used and drafted by the Architectural Review Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Lot, height, grade and

finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of Windham Subdivision, and to encourage creative design, by providing general architectural, design and construction guidelines, landscape guidelines, submittal and review procedures, and fees and charges for review. The Architectural Design Policy shall be drafted to conform to this Declaration. In the event of a conflict between the Architectural Design Policy and this Declaration, this Declaration shall govern. The content of the Architectural Design Policy, may be modified and amended from time to time as provided in the Architectural Design Policy, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article limits any Owner's obligation and duty to ensure that such Owner's Building Lot Improvements are in compliance with this Declaration, as may be amended or supplemented from time to time, the Architectural Design Policy or applicable State or local laws.

6.3 Expenses. The Architectural Review Committee shall have the right to charge a fee for each application submitted to the Architectural Review Committee for review in an amount which may be established by the Architectural Review Committee from time to time and such fees shall be collected by the Architectural Review Committee, and remitted to the Association to help defray the expenses of the Architectural Review Committee's operation, including reasonable payment to each member of the Architectural Review Committee for their services as provided herein.

6.4 Non-Liability of Architectural Review Committee Members. Approval by the Architectural Review Committee shall not imply that Improvements meet any applicable federal, state and/or local laws and ordinances, and does not assure approval of the Improvements by any appropriate governmental or quasi- governmental agency, board or commission. Applicant and/or Owner shall ensure that such Improvements meet any and all applicable federal, state and/or local laws and ordinances. Notwithstanding that the Architectural Review Committee has approved Improvements, plans and specifications, the Architectural Review Committee, nor any of their members, shall be responsible or liable to the Association or to any Person, Owner, or Grantor with respect to any loss, liability, claim or expense which may arise by reason of such approval of the Improvements, unless due to the willful misconduct or bad faith of the Architectural Review Committee. Neither the Board nor the Architectural Review Committee, nor any agent thereof, nor Grantor nor any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Architectural Design Policy, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Architectural Review Committee shall be defended, indemnified and held harmless by the Association in such suit or proceeding which may arise in connection with an Architectural Review Committee decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Architectural Review Committee to the extent any such member of the Architectural Review Committee shall be adjudged to be liable for willful misconduct or *bad faith* in the performance of such member's duty as a member of the Architectural Review Committee unless and only to the extent that a court in which such action or suit

may be brought shall determine that, in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expenses if such court shall deem it proper.

6.5 Enforcement. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Board or Grantor, such offending Owner shall, at its own cost and expense, remove such Improvement or restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Board or its designees shall have the right to enter the Building Lot, remove the violation, and restore the Building Lot to substantially the same condition as previously existed. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the Building Lot and collected as a Limited Assessment. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the Declaration and the Architectural Design Policy may be excluded by the Board from the Property. In such event, the Association, its officers, or directors shall not be held liable to any Person for exercising the rights granted hereunder. In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration and the decisions of the Architectural Review Committee.

6.6 Grantor's Exemption. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Architectural Review Committee.

ARTICLE 7. RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have a right to use each parcel of Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association holding or controlling the Common Area to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, except for the right of an Owner to ingress and egress to such Owner's Building Lot, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid;

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded;

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on the Common Area;

7.1.5 The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessments against said Member's property remains unpaid, and for a period not to exceed thirty (30) days for each infraction of its published rules and regulations;

7.1.6 The right of the Association to limit the number of Members permitted to use the Common Area, or a portion thereof, at any one time; and

7.1.7 The right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

7.2 Designation of Common Area. Grantor shall designate and reserve the Common Area in this Declaration, and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the Bylaws of the Association, such Owner's right of enjoyment to the Common Area to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 8. ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any Building Lot, each Owner of such Building Lot, except Grantor, hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorney fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether such Owner remains an Owner.

No Owner may exempt such Owner from liability for Assessments by non-use of the Common Area, abandonment of such Owner's Building Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-offs shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for the inconvenience or discomfort arising from the making of repairs or improvements, or any other action it takes.

8.2 Regular Assessments. All Owners, except Grantor, until Grantor ceases to be a Class B Member in the Association and becomes a Class A Member, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorney fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Property as provided further herein; including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Property, or other property of the Association that must be replaced and maintained on a regular basis (collectively, "Expenses").

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurs in Windham Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by

multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property; provided, however, the Regular Assessment for any Building Lot not improved with a dwelling unit or structure shall be an amount which fairly reflects that the costs and expenses to the Association for the maintenance, repair, management and operation of such Building Lot will be less than the cost and expenses to the Association in connection with a Building Lot improved with a dwelling unit or structure.

8.3 Special Assessments.

8.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

8.3.3 Transfer Special Assessment. Upon each transfer of any Building Lot and the recording of the deed each buyer at the closing of such Building Lot shall pay to the Association a special transfer assessment of Eighty-Five and No/100 Dollars (\$85.00), which shall be used to supply the new Owner with the Windham Subdivision Guide and for general Association purposes.

8.3.4 Start-Up Assessment. Upon the first sale of each Building Lot from the Grantor, the buyer of such Building Lot shall pay to the Association at closing an initial Association start-up fee equal to One Hundred and No/100 Dollars (\$100.00) to be used for general Association purposes. This start-up fee shall be a one-time, initial start-up fee, and shall be paid in full and shall not be prorated for any time left in the calendar year of closing.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the

Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Windham Subdivision.

8.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

8.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

8.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each quarter (i.e., January 1; April 1; July 1; October 1) unless some other due date is established by the Board. Each quarterly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge equal to five percent (5%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days shall accrue interest at ten percent (10%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Building Lot.

8.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates through which any Assessments have been paid by the Owner. Any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such statement may not extend to any default of such Owner of which the signor of such statement shall have had no actual knowledge.

8.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not

less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE 9. ENFORCEMENT OF ASSESSMENTS; LIENS

9.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified; provided, however, Grantor shall not be deemed to covenant and agree to pay each and every Assessment until Grantor has ceased to be a Class B Member in the Association and has become a Class A Member. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Article to enforce the liens created hereby, or the Board may curtail any such delinquent Owner's right to use the Common Area until such delinquent assessments have been paid, provided such does not limit such Owners right of ingress and egress to such Owner's property. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

9.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Article 9.6 with respect to a first mortgagee or beneficiary who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on *account* of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

9.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the

beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE 10. EASEMENTS

10.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including, without limitation, structures, walkways, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Article 10.1.

10.2 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Area, resulting from the normal use of adjoining Building Lots or Common Area, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

10.3 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

10.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements

upon any drainage or utility easement areas as shown on the Plat of Windham Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however that the Owner of such Building Lots and the Grantor, Association or designated entity with regard to the landscaping easement shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Review Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

10.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

10.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

10.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Building Lot.

10.5 Driveway and Sidewalk Easements. Whenever a driveway and/or sidewalk is installed within the Property which in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway or sidewalk shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owner's Building Lot or to repair, replace or maintain such driveway or sidewalk.

10.6 Public Pathway Easement. A Public Pathway Easement is located on Lot 2, Block 1 of Windham Subdivision, Phase 1 for public recreational use as further detailed in that certain Public Pathway Easement recorded in Ada County on 21, JUNE 2007 as Instrument Number 107088461.

10.7 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections, driveways or sidewalks, or

with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

ARTICLE 11. DOMESTIC WATER IRRIGATION

11.1 Irrigation System. Each Building Lot shall have access to a pressurized irrigation water system ("Irrigation System"). It is contemplated that Grantor shall construct the Irrigation System, and that Grantor shall transfer the Irrigation System to the Nampa Meridian Irrigation District by describing such transfer on a recorded Plat, or granting or reserving the Irrigation System in a deed or other instrument, or in this Declaration or in any supplemental declaration. Payments for water use will be made by the Association. Use of and Assessments in connection with the Irrigation System shall be subject to such rules and regulations of the Nampa Meridian Irrigation District and the Association governing use of and Assessments in connection with the Irrigation System as may be adopted by the Association from time to time. For purposes of this Article, Grantor is hereby appointed and made attorney-in-fact for the Association, with full power of attorney to consummate any such transfer of the Irrigation System to the Nampa Meridian Irrigation District.

11.2 Municipal Water. Notice is hereby given to each Owner in Windham Subdivision that the supply of irrigation water to the Irrigation System by the Nampa Meridian Irrigation District may terminate in the Fall prior to conclusion of the irrigation season at a time when irrigation water remains necessary for maintenance of lawns, landscaping, trees, shrubs, gardens and the like. The Association shall provide each Owner written notice of the date on which the Nampa Meridian Irrigation District will discontinue the supply of irrigation water to the Irrigation System. Upon receipt of such written notice, each Owner shall discontinue use of water available from the Irrigation System. Although irrigation water may be available from the Irrigation System following such notice, such water is provided by the City of Meridian for Common Area maintenance and is metered. In the event an Owner utilizes water from the City of Meridian, the Association may require the Owner to pay an Assessment, calculated in the Association's sole and absolute discretion, for such use.

11.3 Non-Potable Water. The non-potable Irrigation System contains inherent dangers. Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, of the Nampa Meridian Irrigation District, State of Idaho, and federal government, if any, and the Association, governing the use of the Irrigation System including, without limitation, all requirements of the "Idaho Rules for Public Drinking Water Systems." Each Owner shall clearly mark every non-potable water tap on such Owner's Building Lot with a warning label or sticker, and shall maintain such label or sticker. No Owner, nor any other person claiming right under any Owner, shall cause or allow to be caused, any connection between the

domestic water system and the Irrigation System. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and potable water lines are strictly prohibited.

11.4 Water Unreliable. The area of the country where Windham Subdivision is located is desert. Irrigation water is not always reliable, and such water is not unlimited. Irrigation water may not be available due to, without limitation, drought, harsh weather conditions, government actions, Irrigation System breakdowns, transmission failures, overuse by Building Lot Owners or any other causes. Each Owner assumes the risk of any water shortage and, in the event that there is a water shortage, each Owner must be prepared to use such Owner's domestic water supply.

11.5 Rotation. No Building Lot in Windham Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the Irrigation System. Nor is any Building Lot guaranteed enough water from the Irrigation System to irrigate all of the landscaping on the Building Lot. Each Building Lot shall be subject to, and each Building Lot Owner by accepting a deed to a Building Lot in Windham Subdivision agrees to be bound by and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Building Lots by the Association. All Building Lot Owners and occupants shall follow said water rotation schedules, and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use irrigation water.

11.6 No Liability. Neither the Association nor the Grantor (or any members, employees, agents, officers or directors thereof) shall have any liability of any kind to any Owner, occupant, Association, member of the Association or any others for any losses or damages relating in any respect to the Irrigation System or irrigation water, or the lack thereof, including, but not limited to, damages to or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of, or shortage of, irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water.

11.7 WARNING! IRRIGATION SYSTEM WATER IS NOT DRINKABLE. Notice is hereby given to each Owner in Windham Subdivision that the water in the Irrigation System is NOT fit for human consumption. Irrigation System water contains untreated ditch or pond water which may contain dirt, hazardous wastes or farm chemicals or disease-causing organisms. Drinking of the Irrigation System water may make a person sick and could result in death or permanent disability. **NEVER DRINK WATER FROM THE IRRIGATION SYSTEM**. It is the duty of each Owner to:

(a) educate all family members, guests, tenants and invitees that the water from the Irrigation System is not drinkable;

(b) ensure that ALL of the faucets and risers in the Irrigation System are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;

(c) not remove any existing tags or other warning markers from the Irrigation System risers; and

(d) not install, or maintain the installation of, any cross connections between the Irrigation System and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the Irrigation System water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

11.8 No Liability for Quality or Quantity of Water. Neither the Association nor the Grantor (or any member, employee, agent, officer, shareholder or director thereof) shall have any liability of any kind to any Owner, occupant, Association and/or any others for any losses, damages or bodily injuries relating in any respect to the quantity of water or the quality of the irrigation water, or the ingestion of, or contact with, the Irrigation System water. Each Owner, occupant and Association accepts the risk of using the irrigation water, and waives and releases any and all claims relating thereto.

ARTICLE 12. MISCELLANEOUS

12.1 Term. The restrictions and easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such restrictions and easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2022, unless amended as herein provided. After December 31, 2022, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Meridian and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

12.2 Amendment.

12.2.1 By Grantor. Except as provided in Article 12.2.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to, or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

12.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article 12, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than ninety percent (90%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article 12 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

12.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Article 12.4.

12.5 Enforcement and Non-Waiver.

12.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner, the Association and Grantor shall have the right to enforce any or all of the provisions herein against any portion of the Property and against the Owner thereof.

12.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision herein, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly

authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

12.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.5.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.5.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.6.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

12.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Article 12.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each including the masculine, feminine and neuter.

12.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

12.7 Successors and Assigns. All references herein to Grantor, Owners, the Association or Person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owners, Association or Person.

12.8 Mortgagees' Right to Satisfy Obligations of the Association. In the event that the Association fails to pay any debt or sum lawfully owed by it, for which a lien has been placed against the Common Area, or in the event that the Association fails to pay premiums due on insurance policies required by this Declaration, the lapse of which would jeopardize a mortgagee's security in any Building Lot, such mortgagee may pay

said premium after first having served five (5) days, written demand for such payment on the Association. In the event that the Association has allowed said insurance policies to lapse, any such mortgagee whose security in any Building Lot is jeopardized thereby may secure new comparable insurance coverage. In the event that such mortgagee makes payments allowed hereunder, it shall be entitled to prompt reimbursement from the Association.

12.9 Annexation. Additional real property may be annexed to the Property with the consent of two- thirds (2/3) of each class of Members.

DATED this 29 day of DECEMBER, 2006.

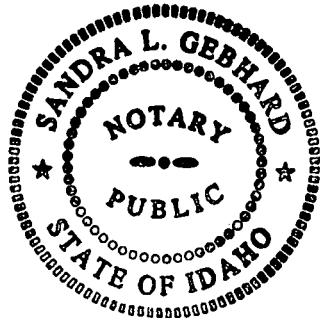


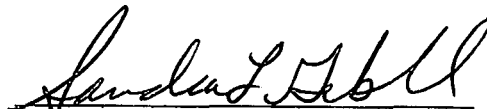
By: Eagle Springs Investments, LLC, Managing Member
David Elcox, Managing Member

State of Idaho)
) s.s.
County of Ada)

On this 29 day of Dec. 2006, before me, the undersigned Notary Public in and for said state, personally appeared DAVID ELCOX, known or identified to me to be the managing member of EAGLE SPRINGS INVESTMENTS, LLC, which is Managing Member of Limited Liability Company Eagle Springs Investments LLC, and who subscribed said company name to the foregoing instrument and acknowledged to me that said company 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
Commission expires: 7/21/10

C. Legal Description

APPENDIX "A"



IDAHO
SURVEY
GROUP

1450 East Water Tower St.
Suite 150
Meridian, Idaho 83642

Phone (208) 846-9570
Fax (208) 884-5399

Project No. 05-182

September 28, 2005

Windham Place Subdivision

A parcel of land located in Government Lot 5 of Section 6, T.3N., R.1E., B.M., Ada County, Idaho, more particularly described as follows: Commencing at the West 1/4 corner of said Section 6, from which the Northwest corner of said Sections bears North $00^{\circ}17'16''$ East, 2658.29 feet; Thence North $00^{\circ}17'16''$ East, 742.50 feet; Thence North $89^{\circ}42'44''$ East, 25.00 feet to a point on the East right-of-way of N. Meridian Road and the **REAL POINT OF BEGINNING**.

Thence along said right-of-way North $00^{\circ}17'16''$ East, 86.85 feet to the Southwest corner of Highgate Subdivision Phase 1, as same is recorded in Book 90 of Plats at Page 10471, Ada County records;

Thence along the South boundary of said subdivision North $89^{\circ}43'38''$ East, 480.50 feet to an angle point on the southerly boundary of Highgate Subdivision Phase 2, as same is recorded in Book 90 of Plats at Page 10514, Ada County records, said point lying in the South Slough (Finch Lateral);

Thence along said slough and southeasterly boundary of said subdivision North $53^{\circ}44'51''$ East, 493.59 feet (of record as North $53^{\circ}38''$ East, 7.30 chains);

Thence North $35^{\circ}30'12''$ East, 258.83 feet (of record as North $45^{\circ}13'$ East, 3.80 chains);

Thence North $89^{\circ}43'38''$ East, 39.70 feet (of record as East 0.65 links) to the Northeast corner of said Government Lot 5, common to the Northwest corner of Fothergill Pointe Subdivision No. 3, as same is recorded in Book 73 of Plats at Page 7555, Ada County records;

Thence along the West boundary of said subdivision and a westerly boundary of Fothergill Subdivision No. 1, as same is recorded in Book 65 of Plats at Page 6639, Ada County records, South $00^{\circ}19'53''$ West, 701.74 feet (record 10.64 chains);

Thence North $66^{\circ}46'31''$ West, 36.90 feet (record North $66^{\circ}47'10''$ West, 37.03 feet) to the most northerly corner of Lot 4, Block 5 of said Fothergill Subdivision No. 1;

Thence departing said subdivision boundary North $67^{\circ}22'40''$ West, 181.20 feet (record of previous two calls North $66^{\circ}57'$ West, 3.25 chains);

Professional Land Surveyors

APPENDIX "A"

Thence North 88°12'59" West, 812.77 feet;

Thence North 89°42'44" West, 51.38 feet to the Point of Beginning. Containing 5.87 acres, more or less.

Prepared By:
Idaho Surveyors, P.C.



D. Terry Peugh, PLS