

63/6347-48

**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
RIVERSIDE RANCHES SUBDIVISION**

3373032  
Hubb  
Engineers  
ADA COUNTY, ID. FOR  
J. DAVID NAVARRO  
RECORDED BY *[Signature]*  
10800  
'93 SEP 3 PM 3 44

July 1, 1993

**1599000418**

**ARTICLE I.**

RECITALS

WHEREAS, the undersigned (hereafter "Grantor") is the owner of certain land in Ada County, Idaho, more particularly described as follows (hereafter "Property"):

Lots 1 through and including 14 of Block 1, RIVERSIDE RANCHES SUBDIVISION, according to the official plat thereof filed in Book 63 of Plats at pages 6347 and 6348, records of Ada County, Idaho.

WHEREAS, the Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property and (iii) create a residential development of the highest quality;

WHEREAS, if additional land owned by the Grantor adjacent to the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Declaration by annexing the same as provided herein; and

WHEREAS, in order to achieve the objectives and desires of the Grantor, the Grantor will control the management and government of the Property and the Association of Owners to be created until such time as the Owners take over the management functions through the Association upon substantial completion of the development process.

**ARTICLE II.**

DECLARATION

The Grantor hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations,

limitations and equitable servitudes (hereafter collectively called "covenants 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 or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot within the Property and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor by and any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Grantor nor prevent normal construction activities during the construction of Improvements upon any Lot within the Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Declaration.

### ARTICLE III.

#### DEFINITIONS

As used in this Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for the Property.

ACC Rules/ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Declaration.

Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Declaration.

Association: Riverside Ranches Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Area: All real property within the Property in which the Association owns an interest or controls and which is held or controlled for the betterment of the Property.

Declaration: This instrument as it may be amended from time to time.

Development: The project to be undertaken by the Grantor resulting in the improvement of the Property or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Grantor: The undersigned owner of the land comprising the Property.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent improvements on a Lot following the sale of that Lot by the Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Member: Any person(s) who is an Owner of a Lot within the Property.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot within the Property.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any portion of the Property, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Property: The whole of the land described above and any additional land annexed thereto as provided herein.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Riverside Ranches Owners Association, Inc.: The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self-government for the Property.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

#### ARTICLE IV.

##### PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in

interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection with the Property of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of high quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper set-backs from streets and water ways within the Property and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

## ARTICLE V.

### PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Lots shall be used only for residential purposes and such uses as are customarily incidental thereto, private road and Common Area.

SECTION 5.02. Buildings. Except those Lots which are designated as a private road or Common Area, no Lot shall be improved except with one (1) dwelling unit and each dwelling unit shall contain such minimum floor area as may be specified in this Declaration. On any Lot there may be located an out-building(s), barn(s) or shelter(s) as may be required for the purpose of properly caring and housing of any animals as may be permitted on said Lot, or for the storage or screening of a vehicle or equipment, provided that the location, design and exterior finish of all such out-building(s), barn(s) and shed(s) shall be first approved by the ACC.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below.

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.05. Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 5.06. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for the Property.
- (b) An easement for ponds, lakes and water courses, including any equipment or appurtenances used in connection therewith, as may be constructed by the Grantor or the Association within the Property for drainage, irrigation, flood protection, recreation or amenity purposes.
- (c) For the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace and restore landscaping and other Improvements within the Common Area.
- (d) Reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the common area adjacent thereto, or between adjacent lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (e) Any additional easements, if any, as shown and designated on a recorded subdivision plat of the Property.

- (f) For the maintenance, repair and/or reconstruction of any ditch, canal or other waterway within the Property, and any structures or equipment therein or served thereby, an easement in favor of any public or private entity receiving or discharging water conveyed by such ditch, canal or other waterway, and the Grantor shall have the right to enter into such definitive easement agreements concerning the said described easement(s) which shall, upon the recording thereof, be binding upon the land subject to this Declaration.

The easement areas (excluding any equipment or appurtenances owned by the Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.07. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s) and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.08. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except as follows: (i) on any Lot within the Property, domesticated dogs, cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and that any outside kennels or pens where such animals are housed are located and constructed so as to protect other Owners and Occupants of the Property from any nuisance or disturbance; and (ii) on any Lot, which as platted or as combined under single ownership with another adjacent Lot(s), contains a minimum of one and one-half (1½) acres of land, no more than two (2) large animals, consisting of horses, cows, sheep, llamas, or other similar farm animals or livestock, excluding swine, pigs and goats, provided that all permitted large animals must be contained within a fenced area or suitable enclosure or shelter on the Lot and the keeping thereof shall not create or result in any condition or circumstance which is an annoyance or a nuisance to any other Owner or Occupant within the Property. Each Owner or Occupant of a Lot on which any large animal is kept shall keep and maintain all portions of the Lot on which such animal(s) is kept, in a clean and sanitary condition and shall not allow the accumulation of waste or refuse which may result in or create an annoyance or nuisance to the Owners or Occupants of the other Lots within the Property. To minimize the adverse influence of large animals on other Owners and Occupants within the Property, the ACC shall have the right to designate those portions of a Lot

upon which such large animals may be kept. Dogs and other similar household pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.09. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.10. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists.

SECTION 5.11. Oil and Mineral Rights. There is hereby reserved to the Grantor, together with the right of the Grantor to grant and transfer the same, the following: (i) all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatever name known, and the rights in connection therewith; (ii) geothermal steam and all products derived from any of the foregoing that may be within or under the land comprising the Property; (iii) the perpetual right of drilling, mining, exploring and operating therefore and scoring in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from land other than land within the Property, oil and gas wells, tunnels and shafts into, through or across the subsurface of land within the Property and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper fifty feet (50') of the subsurface of the land within the Property.

SECTION 5.12. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition.
- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Declaration.



- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from view by neighboring Occupants or from any public or private right-of-way. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or fully screened from view by neighboring Occupants or from any public or private right-of-way.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to view by neighboring Occupants or from any public or private right-of-way.
- (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from view by neighboring Occupants or from any public or private right-of-way, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Declaration.
- (g) In the event that any Owner shall permit any Improvement, including any 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, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments as set forth in Article IX of this Declaration.

SECTION 5.13. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the

Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.14. Boats, Campers, Equipment and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, farm equipment, campers, garden or maintenance equipment and vehicles other than automobiles (hereafter "Vehicles or Equipment"), when not in actual use, shall be kept at all times in an enclosed structure or fully screened from view by neighboring Occupants or from any public or private right-of-way, and at no time shall any of said Vehicles or Equipment be parked or stored on a public or private right-of-way within the Property. Automobiles (including standard pickups) owned or in the possession of the Occupants of a Lot shall, when not in actual use, be parked inside of the garage, excepting only temporary parking in the driveway. As used herein, "temporary" shall mean a short term period not exceeding forty-eight (48) hours. It is the intent of the Grantor that all automobiles owned or in the possession of the Occupants of a Lot, which are in regular use, shall be parked inside of the garage on the Lot, and that the parking of the same, on a regular and frequent basis, in the driveway or on the public or private rights-of-way within the Property shall be prohibited. The storage of any automobile owned by or in the possession of the Occupants of a Lot which is not in regular use shall be subject to the requirements applicable to Vehicles or Equipment, as provided above. The ACC shall have the sole and absolute discretion to determine compliance with the provisions of this Section, and to adopt and enforce additional or revised rules concerning the parking and storage on a Lot of Vehicles or Equipment, or automobiles, or to grant temporary or permanent variances from the requirements of this Section, if, based upon the facts and circumstances, such a variance is, in the sole discretion of the ACC, justified.

SECTION 5.15. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.16. Exterior Materials and Colors. After completion of the Initial Construction and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within the Property, in whole or in part, exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance.

SECTION 5.17. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to the ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 5.18. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 5.19. Mailboxes. No free-standing mailbox shall be constructed or installed on any Lot without the prior written approval of the plans therefor by the ACC.

SECTION 5.20. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the ACC prior to installation.

SECTION 5.21. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.22. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation.

All fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed or installed on any portion of a berm constructed by the Grantor within the Property without the prior approval of the ACC.
- (b) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a lower height is required by the ACC).
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.

- (d) No fence or wall shall interfere with the reasonable use and enjoyment by the Owner and/or Occupant of an adjacent Lot, or the use and enjoyment of any easement reserved in this Declaration or shown on the recorded subdivision plat of the Property.

SECTION 5.23. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article X, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.
- (b) All landscaping must be installed by a professional landscape firm and shall be installed within thirty (30) days after the date of occupancy of the building on said Lot, with a reasonable extension permitted for delays occasioned by weather.

SECTION 5.24. Entryway Light. Prior to the occupancy of a dwelling unit constructed on a Lot, the Owner shall install and thereafter maintain in good operating condition and repair, an entryway light at the juncture of the Lot's driveway and the street, which light shall be controlled by the Owners Association and shall be in a style and design as shall be approved by the ACC. Such light shall include a photocell device which causes the light to automatically illuminate during the period from sunset to sunrise.

SECTION 5.25. Adoption of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements, including landscaping, and the maintenance thereof, and the uses of, and activities conducted on, a Lot within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Declaration as set forth in Article IV, above. All ACC Rules/ACC Standards shall be consistent with the provisions of this Declaration but may impose such additional requirements or obligations as the Grantor, or the ACC, as the case may be, deems necessary to assure that the purposes of this Declaration are achieved and that the value of the Property is maintained.

SECTION 5.26. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional improvements as the Grantor deems advisable in the

course of Development of the Property. This Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the Development of the Property, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor.

## ARTICLE VI.

### RIVERSIDE RANCHES OWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. Riverside Ranches Owners Association, Inc. shall be organized by the Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

SECTION 6.02. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of Lots within the Property, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Grantor. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may

elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

**SECTION 6.05. Powers of Association.** The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

- (a) **Assessments.** The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Declaration.
- (b) **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(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (e) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise

delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.

- (f) Emergency Power. The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (g) Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
- (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
  - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
  - (iii) Any similar public or quasi-public improvements or facilities.
- (h) Fiscal Year. The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) Operation and Maintenance of Common Areas. Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned by the Association.
- (b) Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Areas owned or controlled by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (c) Utilities. Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas owned or controlled by the Association, including the illumination of the entryway lights described in Section 5.24, above.
- (d) Water Areas. Maintain, repair or replace any pumps, fountains or other equipment or facilities installed by the Grantor or the Association in or concerning any constructed lake, pond or water course connected to any constructed lake or pond located within the Property and otherwise maintain lakes, ponds and connected water courses within the Property to the end that they shall be and remain clean, sanitary and attractive and usable for the purposes designed.
- (e) Insurance. Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
- (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all improvements, equipment, fixtures and other property located within the Common Areas owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of



the Common Areas or easement areas under the control of the Association.

- (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Areas owned or controlled by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
  - (iii) Full coverage directors and officers liability insurance in an amount determined by the Board.
  - (iv) Such other insurance, including 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's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.
  - (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
  - (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (f) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same be located within or without the boundaries of the Property.
- (g) Private Road and Security Facilities. Maintain, repair or replace all or any portion of any private road(s) and security facilities located within the Property or adjacent thereto, if the same serve the Property.
- (h) Sewer Lift Station. Operate, maintain, repair or replace all or any portion of the sewer lift station located within the Property or adjacent thereto, if the same serves the Property.

- (i) Rule Making. Make, establish, promulgate, amend and repeal Association rules.
- (j) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Declaration.
- (k) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce any of the provisions of this Declaration and the Association rules.

SECTION 6.07. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, 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 an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

SECTION 6.08. Effective Date. The provisions of this Article VI shall become operative to create and organize the Association and to convey to said Association fee simple title to any Common Area within the Property. Until the creation and organization of the Association, the Grantor shall have the right to exercise all of the powers of the Association set forth in this Declaration.

## ARTICLE VII.

### MAINTENANCE OF PRIVATE ROAD AND RELATED FACILITIES

SECTION 7.01. Ownership of Private Road, Security Facilities and Sewer Lift Station. At a date not later than the date that a Lot within the Property is improved with a dwelling unit and occupied, the Grantor shall convey Lot 1 of Block 1 of the Subdivision (hereafter "Private Road") to the Association and transfer title to any Improvement, equipment, property or system comprising the security system and the sewer lift station to the Association.

SECTION 7.02. Duty to Maintain Private Road. The Association shall be responsible for maintaining the Private Road which shall serve the other Lots therein. Such maintenance shall include, but not be limited to, repairing, patching, sealing, replacing and caring for the Private Road, curb and gutter Improvements, including

the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include the roadway surface, curbs, gutters and sidewalks, if any, located within said Lot 1 of Block 1 and any appurtenant Improvements located thereon or therein, such as street lights, street signs and landscaping.

SECTION 7.03. Duty to Maintain Security Facilities. The Association shall be responsible for maintaining all security facilities located within the Property, except those which are installed by an Owner on a Lot and designed for the protection of the Building and/or Occupants thereof. Such maintenance shall include, but not be limited to, the general maintenance and upkeep, repairing, replacing, restoration and rebuilding of all and any such security facilities as the same may be constructed and installed within the Property by the Grantor or the Association, including any appurtenances or related property used or necessary in connection therewith. In addition, if the operation of said security facilities requires the payment of on-going expenses to operate the same, such as utility expenses, the Association shall be responsible for the payment of all such on-going expenses. As used herein, "security facilities" shall include all equipment, property and systems installed to serve exclusively the Lots and the Owners of the Lots within the Property or any other property annexed under this Declaration, on a common basis, but shall not include any such equipment, property or systems installed to serve less than all of such Lots and/or Owners.

SECTION 7.04. Duty to Operate and Maintain Sewer Lift Station. The Association shall be responsible for the operation and the maintenance of the sewer lift station which serves the Property. Such operation and maintenance shall include, but not be limited to, the general operation and maintenance and upkeep, repairing, replacing, restoration and rebuilding of such sewer lift station, as the same may be constructed and installed within the Property by the Grantor or the Association, including any equipment, appurtenances or related property used or necessary in connection therewith. In addition, if the operation of said sewer lift station requires the payment of on-going expenses to operate the same, such as utility expenses, the Association shall be responsible for the payment of all such on-going expenses. As used herein, "sewer lift station" shall include all equipment, property and systems installed to serve the Lots and the Owners of the Lots within the Property or any other property annexed under this Declaration.

SECTION 7.05. Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the Private Road, the security facilities or the sewer lift station is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, or the Occupants of the Owner's Lot, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Declaration.

SECTION 7.06. Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Private Road, the security facilities and the sewer lift station within the Property and the continuing operational expenses,

if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within the Property. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within the Property on an equal basis. In the event the Association does not have adequate funds to pay the cost and expenses deemed by the Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the Private Road, the security facilities or the sewer lift station, and the timing of the payment thereof, shall rest solely with the Board.

SECTION 7.07. Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within the Property for the purpose of accomplishing all operation, maintenance, repair and replacement rights and duties set forth in this Article.

SECTION 7.08. Easement for Use. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner, and their respective successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual easement to enter on, over and across Lot 1 of Block 1 as shown on the recorded plat for Riverside Ranches Subdivision (the Property), which Lot is to be used as the Private Road, providing ingress to and egress from each Lot. It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive and that in all respects the Private Road shall be used, and available for use, by all such persons, their tenants, guests, invitees and licensees in the same manner as if the Private Road were a public road, subject to the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, security and well-being of each such Lot and the Occupants residing within the Property, provided, however, that such shall not deprive or unreasonably restrict any of such Occupants from the right to have access to and from such Lot.

Nothing herein contained shall prohibit or limit the right of the Grantor to extend the easement rights herein granted over, along and across Lot 1 of Block 1 of Riverside Ranches Subdivision (the Property) to provide ingress and egress to property adjacent to the Property, but not initially included within the Property as described in this Declaration. Such right of use of the easement herein created for ingress and egress over, along, on and through said Lot 1 of Block 1 may be extended by the Grantor to such additional property upon the annexation of such additional property under this Declaration or by the recording by the Grantor in the official records of Ada County, Idaho, of an easement document setting forth such rights of use and extension of the easement, which recorded document shall specifically describe the additional property to be benefitted thereby. In the event of the extension of the easement rights to such additional property, the Grantor shall make provision for the right of the Board to collect from the owners of said additional property of a reasonable sum as a contribution for the operation,

maintenance, repair and replacement of the Private Road, security facilities and/or sewer lift station serving the Property, which contribution shall be reasonably related to use, should the Board not have the right, under the terms of this Declaration, to levy and collect any Assessment against such additional property. In addition, the Grantor shall have the right to grant an easement over, along and across Lot 1 of Block 1 of Riverside Ranches Subdivision (the Property) to any governmental or quasi-governmental agency for access to any facilities owned, controlled or used by such grantee.

SECTION 7.09. Reserve for Maintenance, Repair and Replacement. The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Private Road, the security facilities and the sewer lift station serving the Property, and for the purpose of funding the same, the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board. The Board shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an interest-bearing account in an appropriate financial institution.

SECTION 7.10. ACHD Not Liable. It is acknowledged and agreed that neither Ada County Highway District nor any other governmental entity having jurisdiction and control over the public right(s)-of-way within Ada County shall have any obligation or responsibility to maintain, repair or replace all or any portion of the Private Road within the Property, the security facilities for the Property or the sewer lift station serving the Property. Any purported amendment to this Section to impose liability upon Ada County Highway District or any other governmental entity for the Private Road, the security facilities and/or the sewer lift station serving the Property shall be of no force or effect unless Ada County Highway District or such other governmental entity shall expressly consent thereto.

## ARTICLE VIII.

### ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

- (a) To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of a special service or services (other than those appropriate for a Limited Assessment), or for any other expenses incurred or to be incurred as provided in this Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

SECTION 8.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) Maintenance and Repair. The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.

- (b) Correction of Violations. In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article IX of this Declaration.
- (c) Limited Purpose. The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the earlier of the following: (i) six (6) months following the closing of the first sale of a Lot to an Owner, or (ii) the occupancy of the first Building constructed on a Lot. Provided, however, that any Lot owned by the Grantor shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, or provides labor or materials for the benefit of the Association, such excess amounts so paid, or the reasonable value of such labor or materials so provided, shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Property; provided that unless such excess amounts so paid, or such labor or materials so provided, by the Grantor are paid or provided pursuant to a written agreement with the Association to the contrary, the Grantor shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Grantor, unless such person is the successor to substantially all of the interest of the Grantor in the Property. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot so long as the Grantor owns fifty percent (50%) or more of the Lots within the Property.

SECTION 8.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.07. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence

on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

## ARTICLE IX.

### ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 9.03. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the



foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.04. Notice Required. Notwithstanding anything to the contrary contained in this Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.05. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

## ARTICLE X.

### ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02. Appointment. So long as the Grantor owns any Lot or parcel within the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 10.03. Compensation. The members of the ACC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Board.

SECTION 10.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance

arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 10.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 10.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the ACC Rules/ACC Standards, the adequacy of the Lot dimensions; conformity and harmony of external design with neighboring Improvements, the effect of location and use of Improvements on neighboring Lots; operations and uses; relations to topography, grade, finished ground elevation and landscaping of the Lot being improved to that of neighboring Lots; proper facing of the main elevation with respect to nearby streets; if the Lot is within a designated floodway, the relation of floor elevations to flood elevations as defined by government entities; and the conformity of the plans and specifications to the purpose and general plan and intent of this Declaration.

SECTION 10.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

SECTION 10.08. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) Site Plan. A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
- (b) Building Plan. A building plan for each building proposed to be constructed on the Lot, which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) Landscape Plan. A landscape plan for portions of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

The ACC shall have the right to require an Owner submitting an application for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the reasonable and actual expenses of the ACC in reviewing and processing the application. The ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

SECTION 10.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a first class residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Declaration or the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 10.11. Hearing. An Owner submitting an application under Section 10.08, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written

notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.13, below.

SECTION 10.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 10.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Declaration, the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or

any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 10.14. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article VIII, above.

SECTION 10.15. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.13 and 10.14, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.16. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

## ARTICLE XI.

### ANNEXATION

SECTION 11.01. Annexation. Additional property may be annexed to the Property and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. As such annexed property is developed, the Grantor shall record an amendment to this Declaration with respect thereto which shall annex such property to the Property and which may supplement this Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants or restrictions as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the quality of development is not materially adversely affected. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members.

SECTION 11.02. De-Annexation. The Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the

property to be de-annexed and, provided further, that an appropriate amendment to this Declaration is recorded in the office of the Ada County Recorder.

## ARTICLE XII.

### MISCELLANEOUS

SECTION 12.01. Term. This Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2018, unless amended as hereafter provided. After December 31, 2018, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 12.02. Amendment. This Declaration may be amended as follows:

- (a) By Grantor. Until title to a Lot within the Property is conveyed by the Grantor to an Owner, this Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.
- (b) By Owner. Except where a greater percentage is required by an express provision in this Declaration, the provisions of this Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least fifty-one percent (51%) of the Lots covered by this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 12.02 shall require the vote or written consent of eighty percent (80%) of all Owners.

SECTION 12.03. Sewer Covenants. The following covenants shall run with each Lot and any portion of the Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said



sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.

- (c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.
- (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Grantor and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action if deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.

SECTION 12.04. Irrigation Waterways. The following provisions shall govern the use and maintenance of waterways within the Property, other than those described in Section 6.06(d), above:

- (a) The Property has, within its boundaries, two (2) waterways that transport water downstream, north and west of the Property, to water users for the purpose of irrigation. The larger of the waterways is the Dry Creek Canal. The waters within the Dry Creek Canal are not available to, or for use by, any Owner or Lot within the Property.
- (b) The smaller waterway which is located on Lots 5, 12, 13 and 14, Block 1, within the Property, is an irrigation lateral controlled by the Boise Valley Ditch Company. The waters within this irrigation lateral may be used only by the Owners or Occupants of the Lots upon which said irrigation lateral is located. Specific days and allotted times during which each such Owner or Occupant may have access to and use of the water within such irrigation

lateral shall be assigned by the Boise Valley Ditch Company. At no other time other than that assigned by the Boise Valley Ditch Company shall any such Owner or Occupant use or divert any water from this irrigation lateral.

- (c) All embankments, slopes, ditches and other areas surrounding the waterways within the Property shall be considered as part of the individual Lots upon which they are located and are subject to the same rules of maintenance and appearance as described in Section 5.12 of this Declaration. Further, the Owner or Occupant of a Lot having access to an irrigation lateral shall assure that all of the waters within said lateral shall flow freely and unobstructed through said Owner's or Occupant's Lot to the point where the lateral exits the Lot, assuring that downstream water users served by such lateral shall have full access to all of the water allotted to them pursuant to their agreements with the Boise Valley Ditch Company.

SECTION 12.05. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 12.06. Non-Waiver. The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 12.07. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration and agrees to be bound by the same.

SECTION 12.08. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event

of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior thereto during the period the Grantor is exercising the powers of the Association.

SECTION 12.09. Notices. Any notice permitted or required to be delivered as provided in this Declaration shall be in writing and shall 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, properly addressed.

SECTION 12.10. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho.

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 include the masculine, feminine or neuter.

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.

SECTION 12.11. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Grantor has executed this Declaration as of the day and year first above written.

GRANTOR:

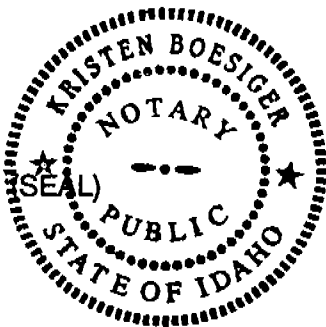
MAX A. BOESIGER, INC.

By Max A Boesiger Jr.  
Title: Pres.

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 1<sup>st</sup> day of September, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared MAX A. BOESIGER, JR., known to me to be the President of MAX A. BOESIGER, INC., an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation 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.



Kristen Boesiger  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 7-1-97