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ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

PIONEER TITLE CO

'97 DEC 9 PM 4 09

FEE 129.00 REC'D BY [Signature] RECORDED AT THE REQUEST OF

MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISIONS

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"):

A parcel of land located in the SE 1/4 of the SW 1/4 of Section 10, Township 4 North, Range 1 East, Boise Meridian, Eagle, Ada County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of said SE 1/4 of the SW 1/4, also said pin being the Northeast corner of Lot 6, Patterson's Subdivision as shown of record in the office of the Recorder of Ada County in Boise, Idaho, in Book 6 of Plats at page 251; thence North 89°33'54" West 618.60 feet (formerly N89°41'W) along the Northerly boundary of said SE 1/4 of the SW 1/4 and Patterson's Subdivision to a 2" pipe and iron pin marking the REAL POINT OF BEGINNING; thence continuing along said Northerly boundary North 89°33'54" West 635.93 feet to an iron pin marking the Northwest corner of said Lot 6; thence South 0°15'22" West 302.69 feet along the Westerly boundary of said Lot 6 and the Easterly boundary of Edgewood Estates Subdivision No. 2 as shown of record in the office of the Recorder in Book 65 at page 6722, to a point on the center line of the Dry Creek Canal; thence along the center line of Dry Creek Canal the following courses and distances: South 49°30'32" East 53.54 feet; South 64°25'34" East 88.25 feet; South 62°10'38" East 342.10 feet; South 56°19'38" East 88.92 feet; Southeasterly 114.51 feet along a curve to the left, said curve having a central angle of 62°28'57", a radius of 105.00 feet, tangents of 63.69 feet and a long chord of 108.92 feet bearing South 87°34'06" East; North 61°11'25" East 283.73 feet; Northeasterly 132.67 feet along a curve to the right, said curve

having a central angle of 49°02'24", a radius of 155.00 feet, tangents of 70.70 feet and a long chord of 128.65 feet bearing North 85°42'37" East; thence North 21°55'31" East 85.03 feet to an iron pin on the Northerly right-of-way of Hill Road; thence North 68°04'29" West 315.80 feet (formerly N68°39'W) along said Northerly right-of-way to an iron pin; thence North 60°06'09" West 186.99 feet (formerly N60°38'W 186.5') along said Northerly right-of-way to an iron pin; thence leaving said right-of-way North 27°47'35" East 167.24 feet (formerly N25°59'E 174.5') to the point of beginning, containing 8.42 acres, more or less. (End of legal description.)

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 high quality;

WHEREAS, the Grantor is the owner of, or may acquire, lands adjacent to the Property, and in the event such additional land 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 Master Declaration by annexing the same as provided herein;

WHEREAS, because Chaumont Subdivisions may be developed in several phases, each of which may have unique characteristics, needs, and requirements, the Grantor may, from time-to-time, promulgate further covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes as "Supplemental Declarations" relating to particular tracts or parcels of real property within Chaumont Subdivisions; 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 non-profit 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, easements, 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 in the Property and 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, any Owner, or the Owners' Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master 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 in the Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master 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 Master Declaration may be granted by the Architectural Control Committee ("ACC" hereinafter) provided that such waiver shall be for a reasonable period of time, and shall not be violative of the ordinances of the City of Eagle, Idaho, applicable to the Property. Any such waiver need not be recorded, and shall not constitute an amendment of this Master Declaration.

In the event of a conflict between the provisions of this Master Declaration and the requirements of the ordinances of the City of Eagle, Idaho, applicable to the Property, the more restrictive shall control.

### ARTICLE III

#### DEFINITIONS

As used in this Master 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 Master Declaration.

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

Association: Chaumont 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.

Chaumont 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.

Chaumont Subdivisions: The whole of the Property, and any additional land annexed thereto as provided herein (also referred to herein as "Property").

Common Area: All real property, or interest therein, located within or outside of the boundaries of the Property, in which the Association owns an interest or controls, or which the Association is obligated to maintain, and which is owned, held, controlled, or maintained for the betterment of the Owners and Occupants of the Property, including, but not limited to, Lot 1, Block 1; Lots 1, 19, and 20, Block 2, Chaumont Subdivisions; all of which Lots shall be owned by the Association, and maintained for the betterment of Chaumont Subdivisions.

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, including any successor of the undersigned Grantor who succeeds to all of the Grantor's interest in the Property. Hill Way, Inc. shall be deemed the Grantor's successor herein after the recording of this Master Declaration with the Ada County, Idaho, Recorder for so long as they are not in default of that Land Sale Contract regarding the Property, said Contract being between the undersigned Grantor and Hill Way, Inc., dated October 13, 1993 and as amended March 21, 1996.

Improvements: All structures and appurtenances thereto of all kinds and types, including, but not limited to, Buildings, roads, driveways, parking lots, walkways, sidewalks, 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 within the Property (but not upon all Lots), 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.

Master Declaration: This instrument, and as it may be amended from time-to-time.

Master Plan: The overall master development plan prepared by the Grantor for the whole of the Property, as the same exists from time-to-time, and which illustrates the proposed total development contemplated by the Grantor, and the nature and location of each of the uses intended to be allowed within the Property; provided, however, that no use shall be allowed within the Property unless the same is in accordance with the applicable zoning ordinances of the City of Eagle, Idaho.

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 Master Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot within the Property.

Mortgagee: The holder of a Mortgage, or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot with the Property owned by an Owner. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

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, and as the same may be amended by duly recorded amendments thereto.

Property: The whole of the Property described in Article I above, and any additional property which may be annexed by the Grantor as a part of Chaumont Subdivisions in accordance with the terms of this Master Declaration.

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

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

Supplemental Declaration: The additional or different covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes relating to a particular tract or parcel of real property within Chaumont Subdivisions, promulgated by the Grantor, and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to the "Master Declaration" shall include the "Supplemental Declaration."

#### ARTICLE IV

##### PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master 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 within the Property of Improvements of improper design, or construction with improper or unsuitable materials, or with improper quality or method of construction.
- (c) Encouraging and insuring the erection of quality and attractive Improvements, appropriately located within the Property, to assure visual quality and harmonious appearance and function.

- (d) Securing and maintaining proper setbacks from streets and open areas 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.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

## ARTICLE V

### PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Unless otherwise designated on the Master Plan for the Property, or unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for single-family residential purposes (and such uses as are customarily incidental thereto), and Common Area. As used herein and elsewhere in this Master Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by not more than two (2) unrelated persons, excluding guests of the principal occupant(s), which guests may reside therein on a temporary basis. Notwithstanding the provisions of Section 67-6530 et. seq., Idaho Code, as used in this Master Declaration, "residential" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a shelter home for three (3) or more persons unrelated to each other, or unrelated to the Owner or Occupant, who pay a fee or other charge to the Owner or Occupant for board and room.

SECTION 5.02. Minimum Requirements. Except as otherwise designated on the Master Plan for the Property, or unless otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, no Lot shall be improved except with one (1) single-family dwelling unit and its garage.

- (a) Buildings. Unless otherwise specified in a Supplemental Declaration recorded after the date of this Master Declaration, which Supplemental Declaration may allow dwelling units containing less square footage, the minimum square footage of living area on the ground (first) floor of a single-story dwelling unit located on a Lot shall be 1,300 square feet. If the dwelling unit contains more than one (1) story, the minimum square footage of living area of the dwelling unit shall be 1,400 square feet, and the minimum square footage of living area on the ground (first) floor of said dwelling unit shall be 700 square feet. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios, and garage.

- (b) Garages. Each dwelling unit shall have an attached fully-enclosed or detached garage adequate for a minimum of two (2) standard-sized automobiles. In a detached garage, a large attic or storage area shall be allowed. Said area may be used for a residence, an office, or a workshop, provided it in no way bothers a neighbor.
- (c) Light Poles. Each single-family dwelling unit shall have a photo-sensitive light pole installed in the front yard within ten (10) feet of the front property line, equipped to switch on automatically at sunset and off at sunrise. The design of the light pole shall be approved in writing by the ACC.

The foregoing minimum requirements applicable to the Lots within Chaumont Subdivisions shall be subject to the right of the ACC to grant a variance in accordance with Section 10.06 of this Master Declaration.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, erected, constructed, 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.

- a) No trailer or other vehicle, tent, shack, accessory building, or out building shall be used as a temporary or permanent residence.
- b) 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.
- c) No split-entry Buildings, or Buildings having more than two (2) stories, shall be allowed.
- d) No basketball backboards shall be allowed, except in the rear yard of a Lot, and fully screened from view from a public street which abuts the Lot.
- e) No carports shall be allowed.

SECTION 5.05. Setbacks. No Building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than is permitted by the ordinances of the City of Eagle, Idaho, applicable to the Property; provided, however, the ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.



SECTION 5.06. 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 5.07. 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 Plat(s) for any portion of the Property.
- (b) For the purpose of permitting the Grantor, the Association, and 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.
- (c) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) 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.
- (d) Any additional easements, if any, as shown and designated on a recorded Plat(s) for any portion of the Property.

The easement areas herein reserved (excluding any equipment or appurtenances owned by the Grantor, the Association, or a utility company located thereon) 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 5.08. 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 5.09. Animals. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or 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. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot. No outside dog pens or dog houses.

SECTION 5.10. Septic Tank/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.11. Grading and Drainage. Lot grading shall be kept to a minimum, and Buildings are to be located for preservation of the existing grade(s), and any grades(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 Area, unless an express written easement for such purpose exists. The Owner of a Lot which drains upon, across, or under an adjoining Lot(s) or Common Area shall be liable for any damage caused thereby, and shall promptly take all action, and make all modifications necessary, to correct such non-permitted drainage.

SECTION 5.12. Commercial Use Prohibited. Unless otherwise shown on the Master Plan for the Property, and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity; provided, however, that the Grantor, or persons authorized by the Grantor, may use a Lot(s) for development and sales activities relating to the Property, model homes, or real estate sales. The rental by an Owner of a Lot and the Improvements thereon for residential purposes shall not be a use in violation of this Section. The use of a Lot for a shelter home, as the same is defined in Section 67-6530 et. seq., Idaho Code, whether or not operated for profit, shall, for the purposes of this Master Declaration, be a commercial or business use.

SECTION 5.13. 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 Master 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 public view. 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 screened from public view.
- (e) No articles, goods, machinery, materials, or similar items shall be stored, kept, or maintained on a Lot in the required setback area along a public or private right-of-way, or otherwise kept in the open or exposed to public view.
- (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 public view, 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 Master 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 set forth in Article IX of this Master Declaration.

SECTION 5.14. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot within Chaumont Subdivisions, and no odor shall be permitted to arise therefrom, so as to render any Lot within Chaumont Subdivisions unsanitary, unsightly, offensive, or detrimental to any other Lot therein, or in the vicinity thereof, or to its Occupants. Without limiting the generality of any of the foregoing provisions, no external speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot within Chaumont Subdivisions.

SECTION 5.15. Oil and Mineral Rights. There is hereby reserved to the Grantor, together with the right of the Grantor to grant and transfer the same, all oil, oil rights, minerals, mineral rights, natural gas rights, and other hydrocarbons by whatsoever name known, and the rights in connection therewith, geothermal steam, and all products derived from any of the foregoing, that may be within or under the land comprising Chaumont Subdivisions, together with the perpetual right of drilling, mining, exploring, and operating therefor, and scoring in and removing the same from said land or any other land, including the right to whipstock or wells, tunnels, and shafts into, through, or across the subsurface of land within Chaumont Subdivisions, and to bottom such whipstocked or directional drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, re-tunnel, 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 Chaumont Subdivisions.

SECTION 5.16. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring, 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 5.17. Boats, Campers, and Other Vehicles.

- a) Trailers, mobile homes, trucks larger than standard pickups, pickup trucks, vans, boats, tractors, campers, garden or maintenance equipment, and vehicles other than automobiles (all the foregoing are hereinafter referred to as "automobiles"), when not in actual use, shall be kept at all times in a garage, 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.
- b) No operative vehicle shall be parked or stored for a period in excess of seventy-two (72) consecutive hours on any portion of a Lot between the front of a Building and the abutting public right-of-way.
- c) No inoperative vehicle shall be parked or stored at any time on a Lot unless wholly within a garage.
- d) The Owner shall provide sufficient garage space for all automobiles used by the Occupants of a Lot.

SECTION 5.18. Garage Doors. Garage doors shall be closed at all times except when open for a temporary purpose.

SECTION 5.19. Exterior Materials and Colors. All 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.

All exterior finishes and/or colors shall be approved by the ACC, and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.20. Roofs. A minimum 5/12 roof pitch shall be required. No flat or gravel roofs shall be permitted. Roof covering materials shall be cedar shake, cedar shingle, tile, or Architectural 30 or equivalent.

SECTION 5.21. Vehicles. The use of all vehicles, including, but not limited to, automobiles, trucks, bicycles, and motorcycles, shall be subject to ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, and which provide parking regulations and other rules regulating the same.

SECTION 5.22. 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 5.23. Mailboxes. All free-standing mailboxes, constructed or installed on any Lot, shall be of a uniform type and design, as determined by the ACC.

SECTION 5.24. 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 5.25. Subdividing. With the exception of Lot 9, Block 2, Chaumont Subdivisions, 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 5.26. 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/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Eagle, Idaho, applicable to the Property.

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 the Common Area, or any portion of a berm constructed by the Grantor within the Property; provided, that if the Grantor constructs or installs a fence in a Common Area or on a berm, the ACC may allow fences on the adjacent Lot(s) to be attached thereto, so long as such attachment does not (i) impede the maintenance, repair, or replacement of the Common Area or berm, (ii) alter the visual theme established by the fence constructed or installed by the Grantor, and (iii) does not project above the top of the fence constructed by the Grantor.
- (b) Fences and walls shall not extend closer to any street than twenty feet (20') nor project beyond the setback of the principal Building on the Lot. No fence higher than six feet (6') shall be allowed without the prior approval of the ACC and the City of Eagle, Idaho, if required by the ordinances applicable to the Property.
- (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 use and enjoyment of any easement reserved in this Master Declaration, or shown on the recorded Plat(s) of the Property.
- (e) No fence, wall, hedge, high planting, obstruction, or barrier shall be allowed which would unreasonably interfere with the use and enjoyment of neighboring Lots and streets, and shall not be allowed if the same constitute an undesirable, noxious, or nuisance effect upon neighboring Lots.

SECTION 5.27. 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 required landscaping on a Lot shall be installed, within thirty (30) days after substantial completion of the Building on the Lot, with a reasonable extension allowed for weather.

SECTION 5.28. Irrigation Water. Each Owner, by the acceptance of a deed to a Lot within the Property, acknowledges that the Grantor has no obligation to deliver irrigation water to the individual Lots within the Property.

SECTION 5.29. 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 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 Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration.

SECTION 5.30. Delegation of Use. Any Owner may delegate or assign his rights in any Lot, and in any rights under this Master Declaration, whether by easement or otherwise, to members of his family, his tenants, or his contract purchasers, who reside on the Lot to which the Owner has title; provided, however, that such delegation or assignment shall not relieve the Owner from any obligations hereunder, and such person to whom rights are delegated or assigned shall be, in all respects, subject to the prohibitions, limitations, and obligations contained in this Master Declaration.

SECTION 5.31. 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 the Common Area 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 Master 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 of the Property, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor. The Grantor shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein.

## ARTICLE VI

### CHAUMONT OWNERS' ASSOCIATION, INC.

SECTION 6.01. Organization of Association. Chaumont 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 ("Articles"), its By-Laws, and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

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, and Grantor's successor(s) in title to a Lot(s), which Lot(s) is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Grantor has specifically granted such Class B voting rights in writing; provided that if such voting rights are not so granted, such successor shall be entitled to the voting rights of a Class A Member with respect to each Lot owned. 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 (i) the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or (ii) January 1, 2009, whichever shall first occur.

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, By-Laws, or this Master 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 Master 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 Area, the performance of the duties of the Association, and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

- (a) Assessments: The power to determine the amount of and to levy Regular, Special, and Limited Assessments on the Owners and/or Lots, and to enforce payment thereof, in accordance with the provisions of this Master Declaration.
- (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, Master 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, and to pay to such manager such compensation as shall be reasonable.
- (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 by the Association, the Board, its officers, 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, and 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 Area and other property owned or controlled by the Association; provided, however, that Association rules shall not discriminate among Owners, and shall not be inconsistent with the Articles, By-Laws, or this Master 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 Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws, or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (f) Emergency Powers: In the event of an emergency involving illness or potential danger to life or property, or, when necessary in

connection with any maintenance or construction for which the Association is responsible, the Association shall have the right to authorize persons to enter onto any Lot or into any Building or other structure on a Lot. 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, in which case the repair of such damage shall be the responsibility of the party causing the condition.

- (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 Area, 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 the Association.** In addition to the powers delegated to it by the Articles, By-Laws, and this Master 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 Area: Perform, or provide for the performance of, the operation, maintenance, and management of the Common Area and landscape easement areas owned or controlled by the Association, including the repair and replacement of Property or Improvements thereon damaged or destroyed by casualty loss, and all other property owned or controlled by the Association.
- (b) Maintenance of Canals and Ditches: Perform, or provide for the performance of, the maintenance and repair of the canals and ditches which are to be located on Lot 20, Block 2, Chaumont Subdivisions, including any culverts associated therewith, located within Chaumont Subdivisions, since maintenance shall be performed

pursuant to any rules, regulations, or requirements of the appropriate drainage district, ditch company, or other appropriate governmental entity.

- (c) Taxes and Assessments: Pay all real and personal property taxes and assessments levied against the Common Area 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.
- (d) Utilities: Acquire, provide, and/or pay for water, sewer, refuse collection, electrical, telephone, gas, and other necessary services for the Common Area owned or controlled by the Association.
- (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 Area owned or controlled by the Association, including such equipment, fixtures, and other property not located in the Common Area, if the same are used or are necessary for the use of the Common Area or easement areas under the control of the Association.
  - (ii) Comprehensive public liability insurance insuring the Association, the Board, the officers, the Grantor, the individual Owners, and the agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area 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) If elected by the Board, 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.
  - (vii) Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, liability, and other insurance, and a fidelity bond, meeting the insurance and fidelity bond requirements for PUD projects established by the Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA"), and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available, or has been waived in writing by FNMA, GNMA, or FHLMC, as applicable.
- (f) Administration Fees/Costs: Pay to the Grantor, as long as the Grantor manages the Association, all actual out-of-pocket costs paid or incurred by the Grantor in the management and administration of the affairs of the Association, plus an administrative fee equal to six percent (6%) of the total income received by the Association, which administrative fee shall be compensation to the Grantor for the services provided to the Association.
- (g) 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.
- (h) Rule-Making: Make, establish, promulgate, amend, and repeal Association rules.
- (i) Architectural Control Committee: Appoint and remove Members of the ACC, all subject to the provisions of this Master Declaration; provided that, so long as the Grantor owns a Lot within Chaumont Subdivisions, all Members of the ACC shall be appointed and removed by the Grantor.
- (j) Enforcement of Restrictions and Rules: Perform such other acts, whether or not expressly authorized by this Master Declaration, as

may be reasonably necessary to enforce any of the provisions of this Master 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.

## ARTICLE VII

### ASSOCIATION PROPERTIES

SECTION 7.01. Use. Each Owner of a Lot, his family, licensees, invitees, lessees, and contract purchasers who reside on the Lot, shall be entitled to use the Association properties, subject to the following:

- (a) Articles, Etc.: Each Owner, in using the Association properties, shall comply with the provisions of the Articles and By-Laws of the Association applicable to the Lot, this Master Declaration, and applicable Supplemental Declaration, and the rules, regulations, and standards promulgated thereunder.
- (b) Suspension of Rights: The Association has the right to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction of published rules and regulations of the Association.
- (c) Dedications: The Association has the right to dedicate or transfer all, or any part of, properties owned by it to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgages on any Lot or Common Area in Chaumont Subdivisions.
- (d) Mortgage or Conveyance of Common Area: Except as provided in subsection (c) above, no portion of the Common Area shall be mortgaged or conveyed by the Association without the prior approval of at least two-thirds (2/3's) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose; and, with

respect to such meeting, the provisions concerning notice and quorum in Section 8.10 below, shall apply.

SECTION 7.02. Damages. An Owner shall be liable for any damages to the Common Area which may be sustained by reason of the negligence, the intentional misconduct, or the recklessness of said Owner, or his family, licensees, invitees, lessees, or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot, and may be collected as provided in Article IX below.

SECTION 7.03. Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association, and the Association shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04. Condemnation. If at any time any part of a Common Area or other property owned by the Association shall be taken or condemned by any public entity, or sold or otherwise disposed of in lieu thereof, all compensation, damages, or other proceeds shall be paid to the Association. The Association shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken, and thereafter may determine to use the funds to: (i) improve other properties of the Association; (ii) acquire and/or improve additional properties for the Association; or (iii) use such proceeds to reduce future assessments.

## 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 became 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 Area, or by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at such 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 Area, and all easement areas, if any,

owned or 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, including the maintenance and repair of the canals and ditches described in Section 6.06(b) above, lighting, water charges, trash collection, sewerage charges, repairs and maintenance, legal and accounting fees, administration fees described in Section 6.06(f) above, any deficit remaining from previous periods, and the creation of a reserve, surplus, and/or sinking fund(s). Notwithstanding any provision in this Master Declaration to the contrary, the Grantor shall pay, without reimbursement from the Association, the initial costs of any Improvements constructed or installed on the Common Areas.

The initial monthly Regular Assessment shall be the amount of \$25.00 per Lot, until changed by the Board.

**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 (excepting the initial construction), unexpected repair or replacement of a Common Area or any facility located thereon or on 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 Master Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar year or fiscal year are or will be inadequate to pay, as determined by the Board.

The Grantor shall have the right to levy a Special Assessment against each Lot, to be collected at the closing of the sale of the Lot to the initial purchaser, in an amount not to exceed \$250 for the initial set-up costs and administration costs of the Association, and the maintenance of the Common Area and of landscape easements and other facilities to be maintained by the Association, as provided in this Master Declaration.

**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 Improvement(s) 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 Limited 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 Master Declaration or of 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 VIII and Article IX of this Master 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 written 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 date of the closing of the first sale of a Lot to an Owner. Provided, however, that any Lot owned by the Grantor shall be assessed 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, such excess amounts so paid shall constitute either: (i) a prepayment of future Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Property; or (ii) a loan by the Grantor to the Association, which loan, without interest, shall be repaid by the Association to the Grantor from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Grantor owns all of the Lots.

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

SECTION 8.07. Assessment Due Date. The due dates for Regular, Special, and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within



fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.08. 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.

SECTION 8.09. Estoppel Certificate. The Association, upon not less than twenty (20) days' prior written request, shall execute, acknowledge, and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration, and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.10. Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03 above, or a Limited Assessment described in Section 8.04 above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of Owners or of proxies entitled to cast sixty percent (60%) of the total votes of each class of Members of the Association subject to the levy of such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting, and at the rescheduled meeting the presence of Owners or of proxies entitled to cast ten percent (10%) of the total votes of each class of Members shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 8.04 above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

## 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 Master 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 Master 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 Master 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 and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master 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. Notice of Assessment. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot, and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public, and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04. 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 elected by the Board that is permitted by law. 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 9.05. Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought, whether by power of sale or otherwise, to foreclose the lien for any Assessment, 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 9.06. Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05 above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block, and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust; and
- (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of \$50 as a reasonable charge for such notification, and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02 above. The charge for such notification shall be subject to change by the Board.

SECTION 9.07. Term of Assessment. Unless sooner satisfied and released, or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of: (i) the date of said Assessment; or (ii) the date the last installment thereof is due and payable. Provided, however, that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

SECTION 9.08. Non-Exclusive Remedy. The remedies set forth in this Article, or elsewhere in this Master 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 ACC 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 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 not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a Member of the ACC, who is professionally qualified as an architect, engineer, or designer, for a review of the plans and specifications described in Section 10.07 below.

SECTION 10.04. Non-Liability. Neither the ACC, nor any Member thereof, nor the Grantor, nor any partner, officer, employee, agent, successor, or assign thereof, shall be liable to the Association, any Owner, or any other person or entity, 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, 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 to exist within the Property, without the prior express written approval of the ACC.

SECTION 10.06. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master 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, 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 Master Declaration, the 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 Master 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.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Eagle, Idaho, applicable to the Property.

SECTION 10.07. 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 the 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 setbacks, curb cuts,

driveways, parking areas, and other pertinent information relating to the Improvements.

- (b) Building Plan: A building plan 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 to be used, including roof.
- (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, in its sole discretion, may 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.

SECTION 10.08. 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 complimentary design and appearance, and be of the quality required to maintain the Property as a quality 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 a 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 10.09. 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 Master Declaration, or the ACC Rules/ACC Standards, or the approved plans and specifications.

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

SECTION 10.10. Hearing. An owner submitting an application under Section 10.07 above, or served with a written notice of deviation or violation, or a Complainant(s), 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, as evidenced by the records of the ACC, to the Owner (and Complainant(s), if any). 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(s), 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 10.12 below.

SECTION 10.11. Appeal. Either an Owner or a Complainant(s) 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(s), reached following a hearing held pursuant to Section 10.10 above; provided, however, that neither an Owner nor a Complainant(s) shall be entitled to such an appeal with respect

to deviations or violations unless said Owner or Complainant(s) has(have) 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 names of the Owner and the Complainant(s), if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant(s) 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(s) 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(s), 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 the hearing shall also be served by mail upon each Member of the ACC.

The Board may require the Owner or Complainant(s) 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(s), 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(s), if any, and the ACC, shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant(s), if any, and the ACC, shall 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(s), if any, and the ACC Members shall be given written notice of the decision, which shall be deemed given when deposited in the U.S. mail, postage prepaid, and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing, or hearing, regarding 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 by 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 10.12 below.

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

SECTION 10.12. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf of, 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 Master 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 Assessment(s), or any installment thereof when due, shall be enforceable in the manner provided in Article IX above.

SECTION 10.13. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant(s), 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(s) and the Lot(s) owned by the Complainant(s), 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 IX above.

SECTION 10.14. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment, as described in Sections 10.11 and 10.12 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 10.15. 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 benefited thereby.

## ARTICLE XI

### ANNEXATION

SECTION 11.01. Annexation. Additional property may be annexed to Chaumont Subdivisions, and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property ("Annexed Property") to Chaumont Subdivisions, the Grantor shall execute and record an amendment ("Amendment") to this Master Declaration which shall specify the annexation of the additional property to Chaumont Subdivisions, and which may supplement this Master 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 as are contained herein which the Grantor deems not appropriate for the Annexed Property, so long as the additional, different, deleted, or modified covenants or restrictions are not prohibited by the regulations and requirements of HUD for residential subdivisions of the nature and type as Chaumont Subdivisions. 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. The Amendment of this Master Declaration as authorized by this Section, to annex additional property to Chaumont Subdivisions, shall be controlled by the provisions of this Section, and shall be expressly excluded from the requirements of Section 13.02 (below) of this Master Declaration.

SECTION 11.02. De-Annexation. The Grantor shall have the right, at any time, without the approval of any Owner or the Association, to delete ("De-Annex") all or a portion of the Property from the coverage of this Master 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 Master Declaration is executed and recorded by the Grantor in the office of the Ada County Recorder. Any such deannexation shall be in compliance with the preliminary plat and final plat subdivision approvals for Chaumont Subdivisions, as approved by the City of Eagle.

## ARTICLE XII

### PROTECTION OF MORTGAGEES

SECTION 12.01. Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA"), and the Veterans Administration ("VA") to participate in the financing of the purchase of Lots within the Property, the provisions of this Article are added thereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 12.02. Restrictions on Amendments. No Amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee, or beneficiary, under any first Mortgage, or first Deed of Trust, upon a Lot, made in good faith, and for value, and recorded prior to the recordation of such Amendment, provided that after any foreclosure of any such Mortgage, or Deed of Trust, such Lot shall remain subject to this Master Declaration, as amended.

SECTION 12.03. Mortgagee Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA, and VA, as described in Section 12.01 above.

SECTION 12.04. Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 9.06 above, shall be given written notice by the Association of any default (by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee) in the performance of such Owner's obligations under this Master Declaration, under any Supplemental Declaration applicable to the Lot, or under the Articles of Incorporation or the By-Laws of the Association (hereafter all collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 12.05. Exemption From Prior Assessments. Each Mortgagee which comes into possession of a Lot, by virtue of foreclosure or otherwise, shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgagee comes into possession, except for claims for a share of such Assessments or charges resulting from a reallocation thereof to all Lots, including the mortgaged Lot.

SECTION 12.06. Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within the Property, neither the Association nor the Owners shall:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Area which is owned, directly or indirectly, by the Association; provided, however, that the granting of easements for public utilities or for other

public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this Section.

- (b) Change the ratio of Assessments or the method of determining the obligations, Assessments, dues, or other charges which may be levied against any Owner, or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 12.07. Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within the Property, neither the Association nor the Owners shall:

- (a) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of Improvements on Lots within the Property, the exterior maintenance of said Improvements, or the maintenance and upkeep of landscaping within the Property.
- (b) Fail to maintain fire and extended coverage insurance on insurable Improvements within the Common Area on a "current replacement cost" basis in an amount no less than one hundred percent (100%) of the insurable value (based on current replacement cost).
- (c) Use hazard insurance proceeds for losses occurring within the Common Area for any purpose other than the repair, replacement, or reconstruction thereof.
- (d) Abandon or terminate the covenants, conditions, restrictions, or easements of this Master Declaration or any Supplemental Declaration.
- (e) Make any material amendment to this Master Declaration or any Supplemental Declaration, or to the Articles or By-Laws of the Association or any Sub-Association.

SECTION 12.08. Right to Inspect Books, Etc. Mortgagees, upon written request, shall have the right to: (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financing reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 12.09. Notification of Damage. Upon the Board receiving notice of any damage to the Common Area or any Lot wherein the cost of repair, replacement, or reconstruction exceeds Ten Thousand Dollars (\$10,000), or notice of any condemnation or eminent domain proceedings, or other similar involuntary acquisition of any portion of the Property, the Board shall give to each Mortgagee which has filed with the Board a written request for notice, prompt written notice of said damage or condemnation.

SECTION 12.10. Right to Pay Charges. Mortgagees may pay taxes or other charges which are in default, and which may or have become a charge against any Common Area, and may pay any overdue premiums on hazard insurance policies covering said Common Area, and said Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

SECTION 12.11. Fidelity Bond Required. The Board shall secure, and cause to be maintained in force at all times, a fidelity bond for any person or entity handling funds of the Association.

SECTION 12.12. Lessee's Obligations. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing, and shall provide that any failure by the Lessee to comply with the terms of the Project Documents shall be a default under the leasing or rental agreement.

SECTION 12.13. Liability for Taxes. All taxes levied and assessed on the Common Area must be assessable against the Common Area only, and the Association and/or any Sub-Association shall be solely responsible for the payment thereof.

SECTION 12.14. Waiver of Liability and Subrogation. Any provision in this Master Declaration which requires Owners to indemnify the Association, a Sub-Association, the Board, a Sub-Association Board, and/or other Owners, against acts of the indemnitor, is subject to the exception that if the liability, damage, or injury is covered by any type of insurance, and proceeds are actually paid to the insured by reason thereof, then the indemnitor is relieved of liability to the extent of insurance proceeds so paid.

SECTION 12.15. FNMA and GNMA Insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Association or a Sub-Association shall continuously maintain in effect such casualty, flood, and liability insurance, and a fidelity bond, meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available, or has been waived in writing by FNMA or GNMA.

SECTION 12.16. Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA, VA, or any similar entity of Mortgages encumbering Lots with Improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under applicable policies, rules, and regulations, as adopted from time-to-time.

SECTION 12.17. Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board

concerning the status of any Mortgage encumbering a Lot, and each Owner of a Lot encumbered by such a Mortgage hereby consents thereto.

SECTION 12.18. Restricted Application. It is expressly provided that the terms, conditions, and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA, or VA purchases, grants, or insures a Mortgage on a Lot within the Property, and then only to the extent the same are required by said purchaser, guarantor, or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA, or VA do not require, as a condition of approval of the Property as a qualifying subdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

### ARTICLE XIII

#### MISCELLANEOUS

SECTION 13.01. Term. This Master Declaration, and all covenants, conditions, restrictions, and easements contained herein, shall run until December 31, 2025, unless amended as hereafter provided. After December 31, 2025, said covenants, conditions, restrictions, and easements shall be automatically extended for successive periods of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourths (3/4's) of the Lots covered by this Master Declaration, and such written instrument is recorded with the Ada County Recorder.

SECTION 13.02. Amendment. This Master 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 Master 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. In addition, the Grantor shall have the right, prior to conveyance to an Owner of fee title to a Lot covered by a Supplemental Declaration, to amend or terminate a Supplemental Declaration, without the approval of any Owner or the Association.
- (b) By Owners. Except where a greater percentage is required by an express provision in this Master Declaration, the provisions of this Master 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 two-thirds (2/3's) of the Lots covered by this Master Declaration, and such Amendment shall be effective upon its recordation with the Ada County Recorder. Any Amendment to this Section 13.02 shall require the vote or written consent of the Owners, including the Grantor, of two-thirds (2/3's) of the Lots covered by this Master Declaration.

- (c) Grantor's Approval. The above notwithstanding, the "Owners' consent" shall be deemed satisfied by the Grantor's approval.

SECTION 13.03. Sewer Covenants. The following covenants shall run with each Lot, and any Common Area affected thereby, and shall be binding upon each Owner of a Lot, and upon 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 either the sewer district or 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 either the sewer district or the municipal entity having jurisdiction thereof.
- (c) A monthly sewerage charge shall be paid to either the sewer district or 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 sewer district or municipal entity.
- (d) All sewer service lines constructed and installed in the Property by the Grantor, and connected to the sewerage collection system, 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, the Association, and/or the Owner, as the case may be, shall provide access for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way, such access being satisfactory to the governmental entity having jurisdiction thereof.
- (f) The Grantor, and each Owner of a Lot, hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action it 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 13.04. 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 13.05. 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 Master 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 13.06. Acceptance. Each Owner of a Lot, each purchaser of a Lot under contract or agreement of sale, and each holder of an option to purchase a Lot, by accepting a deed, a contract or agreement of sale, or an option, accepts the same subject to all of the covenants, conditions, restrictions, easements, and other provisions set forth in this Master Declaration, and agrees to be bound by the same.

SECTION 13.07. 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, but not limited to, 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 a Member of the ACC, or any settlement thereof, whether or not said person is a Member of the Board, or a Member of the 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 13.08. Notices. Any notice permitted or required to be delivered, as provided in this Master Declaration, shall be in writing, and shall be delivered either personally or by U.S. mail. If delivery is made by U.S. mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the U.S. mail, postage prepaid, properly addressed.

SECTION 13.09. Interpretation. The provisions of this Master Declaration, and any Supplemental Declaration, shall be liberally construed to effectuate the Project Objectives 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



Master Declaration are intended solely for convenience of reference, and shall not affect that which is set forth in any of the provisions hereof.

SECTION 13.10. Detention and Retention Pond Stormwater Drainage Basins. Lot 9, Block 2, Chaumont Subdivisions (hereinafter in this Section 13.10 referred to as "Lot 9, Block 2") shall be used primarily for a detention and retention pond stormwater drainage basin which shall be maintained as follows:

- (a) Stormwater "Heavy" Maintenance of Stormwater Basins. Heavy maintenance consists of periodically inspecting the stormwater basins to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. Ada County Highway District ("ACHD") has opted to perform the "heavy" maintenance and shall be allowed by the Owner/Grantor and the Association to perform this maintenance work.
- (b) Easement to ACHD for Heavy Maintenance. ACHD is hereby granted a blanket easement with Lot 9, Block 2, for purposes of access to perform this heavy maintenance. An easement is hereby granted to ACHD over Lot 9, Block 2, as needed for "heavy" maintenance of the stormwater basins.
- (c) "Light" Maintenance of Lot 9, Block 2. The Association shall provide all "light" maintenance of Lot 9, Block 2, and of the stormwater basins, pursuant to that "Manual for Light Maintenance," which is as follows:

#### **CHAUMONT SUBDIVISIONS DETENTION AND RETENTION BOND O & M MANUAL**

This manual outlines the duties to be performed by the Association for the light maintenance of the stormwater detention and retention pond at Lot 9, Block 2, Chaumont Subdivisions ("Pond").

The Pond is located on Lot 9, Block 2 of the Chaumont Subdivisions plat. A copy of the plat, and a drawing of the Pond, are included in this manual. The maintenance area of the Pond shall include the entire Lot(s) in which the Pond is located.

For the various light maintenance items involved, periodic inspections are to be made of the Pond, in addition to any work required in each of the categories below. These inspections shall be done a minimum of once every month.

**MOWING AND LANDSCAPE MAINTENANCE:** The Association shall perform the normal routine surface maintenance, such as mowing the lawn, weed control, and ensuring proper irrigation of landscaping and lawn areas.

**TRASH CLEANUP:** During the periodic inspections, any trash found within the boundary of the Pond shall be collected and disposed of off site.

**BANK STABILITY:** During the periodic inspections, the banks of the Pond shall be checked for any water spots, water entering the Pond from adjacent Lots, rodent holes, and bank erosion. If any of these problems are found, the Association shall contact a licensed contractor to make the necessary repairs to the Pond.

**UNDERGROUND STORM DRAIN FACILITY:** During the periodic inspections, the underground storm drain facility shall be checked for clogging or standing water of piping, manholes, or structures. If such is found, the Association shall contact the Ada County Highway District ("ACHD"), so they can perform their "heavy" maintenance responsibilities.

- (d) Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the stormwater basins, then ACHD shall, before undertaking maintenance of Lot 9, Block 2, provide written notice of its intention to begin maintenance within a thirty-day (30-day) period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Association shall fail to commence and conclude maintenance of the stormwater basins to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of Lot 9, Block 2 to perform such inspection and maintenance of the stormwater basins.

Should ACHD engage in maintenance of Lot 9, Block 2 after having provided notice to the Association, and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association, and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to, and empowered to, file a taxable lien against all Lots within Chaumont Subdivisions, with power of sale as to each and every Lot, in order to secure payment of any and all assessments levied against all Lots in this Subdivision, pursuant to the Master Declaration, as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon, and all costs of collection which may be paid or incurred by ACHD.

The Association shall not be dissolved or relieved of its responsibility to maintain Lot 9, Block 2 or the facilities contained therein without the prior written approval of ACHD.

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

SECTION 13.11. 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.

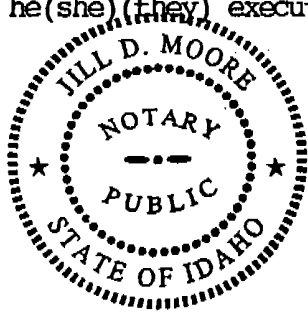
IN WITNESS WHEREOF the Grantor has executed this Master Declaration as of the day and year first above written.

Franklin Elliott  
Franklin Elliott

Janet Elliott  
Janet Elliott

State of Idaho \_\_\_\_\_ )  
County of Ada ) S.S.

On this 14<sup>th</sup> day of November, in the year of 1997, before me Jill D. Moore, a notary public, personally appeared Franklin Elliott and Janet Elliott, personally known to me to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged to me that he(he)(they) executed the same.



Jill D. Moore  
Notary Public  
My Commission Expires on 5/22/2001

(2) P-16004-2 JG/HCH

**AMENDMENT NO. 1**  
**TO**  
**MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS & RESTRICTIONS**  
**FOR**  
**CHAUMONT SUBDIVISION**

97105392

ADA CO. RECORDER  
J. DAVID NAVARRO  
BQISE ID  
PIONEER TITLE CO  
'97 DEC 18 PM 4:24  
FEE 6.00  
RECORDED AT THE REQUEST OF

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions & Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office the County Recorder of Ada County, Idaho.

WHEREAS, pursuant to Section 13.02 Amendment (a) the Master Declaration may be amended by Hill Way, Inc., an Idaho corporation, ("Grantor").

WHEREAS, Grantor is the owner of all the property known as Chaumont Subdivision according to the plat thereof, filed in Book 75 of Plats at Pages 7771-7772, records of Ada County, Idaho.

NOW THEREFORE, Grantor amends the Master Declaration as follows:

1. Section 5.02 Minimum Requirement (a) Buildings: the first sentence of said paragraph reads "1,300 square feet". The 1,300 square feet is hereby amended to read "1,200 square feet".
2. Section 5.20 Roofs reads "A minimum 5/12 roof pitch shall be required". Said sentence is amended in its entirety as follows: "A minimum of 4/12 roof pitch shall be required unless otherwise approved by the ACC".
3. Section 8.02 Regular Assessments: The last sentence of that paragraph now reads "The initial monthly Regular Assessment shall be the amount of \$25.00 per Lot, until changed by the Board." Said sentence is amended in its entirety as follows: "The initial monthly Regular Assessment shall be \$11.00 per month, until changed by the Board."

WITNESSED this 17<sup>th</sup> day of December, 1997

GRANTOR: HILL WAY, INC., An Idaho Corporation

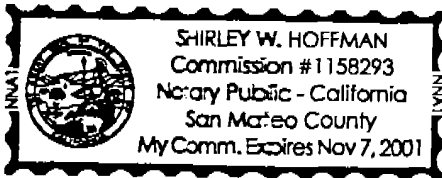
By: Louis G. Harding  
Louis G. Harding, President

STATE OF CALIFORNIA       )  
  )  
COUNTY OF SAN MATEO     )

On December 17, 1997, before me, Shirley W. Hoffman, Notary Public, personally appeared Louis G. Harding, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Shirley W. Hoffman*



**AMENDMENT NO. 2  
TO  
MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997 by Instrument No. 97105392 ("Master Declaration as Amended");

WHEREAS, pursuant to Section 13.02 Amendment (a) the Master Declaration may be amended by Hill Way, Inc., an Idaho corporation ("Grantor");

WHEREAS, Grantor is the owner of all the property known as Chaumont Subdivision No. 1, according to the plat thereof, which the Master Declaration as Amended is subject to, filed in Book 75 of Plats at Pages 7771-7772, records of Ada County, Idaho;

WHEREAS, Franklin Elliott and Janet Elliott ("Elliott") are the owners of the lands known as Chaumont Subdivision No. 2, per Exhibit A attached hereto and made a part thereof;

WHEREAS, the Master Declaration as Amended covered only the property known as Chaumont Subdivision No. 1;

WHEREAS, the parties hereto desire to include the lands known as Chaumont Subdivision No.2, as described in Exhibit A, as being subject to the Master Declaration as Amended.

NOW THEREFORE, the Master Declaration as Amended is amended as follows:

1. The following property known as Chaumont Subdivision No. 2, described in Exhibit A, is added to and shall become a part of the Property which the Master Declaration as Amended shall cover;

2. By the recording of this Amendment No. 2 in the office of the County Recorder of Ada County, Idaho, the property shall include the lands attached as Exhibit A and said lands, together with the lands known as Chaumont Subdivision No. 1 under the Master Declaration as Amended, shall be subject to the Master Declaration as Amended.

Franklin Elliott  
Franklin Elliott Date

Janet Elliott  
Janet Elliott Date

HILL WAY, INC., an Idaho Corporation

By: Louis G. Harding Date  
Louis G. Harding, President 1/9/98

thence North 89°44'38" West 40.00 feet to an iron pin on said Westerly boundary of Lot 6, also said pin being the Southeast corner of Edgewood Estates Subdivision No. 2 as shown of record in the office of the Recorder of Ada County in Boise, Idaho, in Book 65 of Plats at page 6722;

thence along the boundary between said Lot 6 and said Edgewood Estates Subdivision No. 2 North 0°15'22" East 693.55 feet to a point on the center line of the New Dry Creek Ditch, also said point being the Southwesterly corner of Chaumont Subdivision No. 1 as shown of record in the Office of the Recorder of Ada County in Boise, Idaho, in Book 75 of Plats at page 7771;

thence along said ditch center line and the Southerly boundary of said Chaumont Subdivision No. 1 the following courses and distances:

South 49°30'32" East 53.54 feet;

South 64°25'34" East 88.25 feet;

South 62°10'38" East 342.10 feet;

South 56°19'38" East 88.92 feet to a point of tangent curve left;

thence along said curve to the left 114.51 feet, said curve having a radius of 105.00 feet, tangents of 63.69 feet and a long chord of 108.92 feet bearing South 87°34'06" East to a point of tangency;

North 61°11'25" East 312.50 feet to a point of tangent curve right;

thence along said curve to the right 111.73 feet, said curve having a radius of 130.44 feet, tangents of 59.55 feet and a long chord of 108.34 feet bearing North 85°43'42" East to a point on curve;

thence leaving the center line of said Ditch North 21°55'31" East 71.76 feet to an iron pin on the Northerly right-of-way of said East Hill Road;

thence leaving said Subdivision boundary South 68°04'29" East 256.78 feet along said right-of-way to the REAL POINT OF BEGINNING, comprising 10.74 acres, more or less.

SUBJECT TO:

All existing easements and road rights-of-way of record or appearing on the above-described parcel of land.

*Hamber & Asser*  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 AU 11 PH 4: 17

RECORDED - REQUEST OF  
FEE 12<sup>00</sup> DEPUTY *[Signature]*

98076954

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN MATEO )

On this 9<sup>th</sup> day of JANUARY, 1998, before me, Shirley W. Hoffman, Notary Public, personally appeared LOUIS G. HARDING, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person or entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Shirley W. Hoffman  
Notary Public

STATE OF IDAHO )  
 )  
COUNTY OF ADA )

On this 23<sup>rd</sup> day of January, 1998, before me, the undersigned, a Notary Public in and for said state, personally appeared FRANKLIN ELLIOTT AND JANET ELLIOTT, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



John C. Fitzgerald  
Notary Public for Idaho  
Residing at Meridian  
My Commission Expires: 8-18-88



EXHIBIT A

LEGAL DESCRIPTION  
FOR CHAUMONT SUBDIVISION NO. 2

A parcel of land located in the SE 1/4 SW 1/4 of Section 10, Township 4 North, Range 1 East, Boise Meridian, Eagle, Ada County, Idaho, more particularly described as follows:

Commencing at an iron pin marking the Northeast corner of said SE 1/4 SW 1/4, also said pin being the Northeast corner of Lot 6, Patterson's Subdivision as shown of record in the office of the Recorder of Ada County in Boise, Idaho, in Book 6 of Plats at page 251;

thence South 0°25'10" West 450.27 feet (formerly 451.46 feet) along the Easterly boundary of said SE 1/4 SW 1/4 and said Lot 6 to a 2" pipe and iron pin on the Northerly right-of-way of East Hill Road, also said point being the REAL POINT OF BEGINNING;

thence continuing along said Easterly boundary South 0°25'10" West 266.93 feet to an iron pin;

thence leaving said Easterly boundary North 89°34'50" West 110.00 feet to an iron pin;

thence South 65°22'48" West 55.19 feet to an iron pin;

thence North 89°34'50" West 100.00 feet to an iron pin;

thence South 0°25'10" West 40.05 feet to an iron pin;

thence South 76°12'01" West 196.66 feet to an iron pin;

thence South 69°51'15" West 91.00 feet to an iron pin;

thence South 22°37'36" East 95.21 feet to an iron pin on a non-tangent curve;

thence along said non-tangent curve right 204.47 feet, said curve having a radius of 495.00 feet, tangents of 103.71 feet and a long chord of 203.02 feet bearing South 79°12'25" West to an iron pin at the point of tangency;

thence North 88°57'35" West 83.23 feet to an iron pin;

thence North 1°23'58" East 99.64 feet to an iron pin;

thence North 70°57'15" West 171.19 feet to an iron pin;

thence North 0°12'29" East 59.64 feet to an iron pin;

thence North 89°44'38" West 110.00 feet to an iron pin;

thence North 56°34'06" West 59.77 feet to an iron pin;

thence North 89°44'38" West 110.62 feet to an iron pin;

thence South 0°15'22" West 254.59 feet, parallel with the Westerly boundary of said Lot 6, to an iron pin;

**AMENDMENT NO. 3**  
**TO**  
**MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997, by Instrument No. 97105392;

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended") recorded concurrently herewith;

WHEREAS, Grantor is the owner of the following lots in Chaumont Subdivision No. 1, according to the plat thereof filed in Book 75 of Plats at pages 7771 - 7776, records of Ada County, Idaho:

Common Area Lots:

Lot 1, Block 1  
Lots 1, 19 and 20, Block 2

Residential Lots:

All lots except Lots 2, 3, 13 and 14, Block 2

WHEREAS, pursuant to Section 13.02 Amendment (a) and (b), the Master Declaration may be amended by Hill Way, Inc., an Idaho Corporation ("Grantor");

WHEREAS, Grantor's Common Area Lot 1, Block 2, is adjacent and contiguous to residential Lots 2, 3, 4, 5, 6, 7, 8, Block 2, Chaumont Subdivision No. 1;

WHEREAS, Grantor's Common Area Lot 19, Block 2, is adjacent and contiguous to residential Lot 18, Chaumont Subdivision No. 1;

WHEREAS, the Grantor and Owner desire to amend the Master Declaration as Amended to provide that future owners of Lots 2, 3, 4, 5, 6, 7, 8 and 18 shall at all times be responsible for the maintenance and landscaping on the Common Area Lots 1 and 19 that lies between the Owners lot lines and the existing concrete wall. However, Grantor or the Association shall at all times be responsible for maintenance of the concrete wall and the landscaping to the north of the concrete wall as well as any entrance landscaping on Common Area Lots 1 and 19, Block 2, contiguous to residential Lots 2 and 18 respectively;

NOW THEREFORE, the Master Declaration as Amended is amended by this Amendment No. 3 as follows:

Except for:

- a. the concrete wall, and its painting as required from time to time,
- b. the lands north of the concrete wall adjacent to East Hill Road,
- c. the entrance landscaping contiguous to Lots 2 and 18

(all of which shall be maintained and or painted by the Association), the owners of Lots 2, 3, 4, 5, 6, 7, 8, and 18, all of Block 2, Chaumont Subdivision No. 1, according to the plat filed in Book 75 of Plats at pages 7771 - 7776, records of Ada County, Idaho, shall be responsible to maintain all the landscaping, at their sole cost and expense, of the lands in the Common Area Lots 1 and 18, Block No. 2, between their respective lot lines and the concrete wall.

HILL WAY, INC., an Idaho Corporation

By:

Louis G. Harding  
Louis G. Harding,  
President

8/3/98  
Date

STATE OF CALIFORNIA        )  
  )  
COUNTY OF SAN MATEO        )

On August 10, 1998, before me, Shirley W. Hoffman, Notary Public, personally appeared Louis G. Harding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Shirley W. Hoffman*



*Frank's*  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 AU 11 PM 4: 17

RECORDED - REQUEST OF  
FEE 90 DEPUTY [Signature]

98076955

**AMENDMENT NO. 4**  
**AKA "A SUPPLEMENT DECLARATION"**  
**TO**  
**MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997, by Instrument No. 97105392;

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended") recorded concurrently herewith;

WHEREAS, the Master Declaration was amended by Amendment No.3 recorded concurrently herewith;

WHEREAS, by Amendment No. 1 recorded as Instrument number 97105392 in the Office of the Country Recorder of Ada Country, Idaho, the following two changes, among others, were made to the Master Declaration:

1. Section 5.02 Minimum Requirement (a) Buildings: the first sentence of said paragraph reads "1,300 square feet". The 1,300 square feet is hereby amended to read "1,200 square feet".
2. Section 5.20 Roofs reads "A minimum 5/12 roof pitch shall be required: Said sentence is amended in its entirety as follows: "A minimum of 4.12 roof pitch shall be required unless otherwise approved by the ACC".

WHEREAS, Section 5.02(c) Minimum Requirements - Light Poles requires each single family dwelling unit shall have a photo sensitive light pole installed in the front yard within ten (10) feet of the front property line, equipped to switch on automatically at sunset and off at sunrise. The design of the light pole shall be approved in writing by the ACC.

WHEREAS, Grantor is the owner of the following lots in Chaumont Subdivision No. 1, according to the plat thereof filed in Book 75 of Plats at pages 7771 - 7776, records of Ada County, Idaho:

Common Area Lots:  
Lot 1, Block 1  
Lots 1, 19 and 20, Block 2

Residential Lots:  
All lots except Lots 2, 3, 13 and 14, Block 2

WHEREAS, pursuant to Section 13.02 Amendment (a) and (b), the Master Declaration may be amended by Hill Way, Inc., an Idaho Corporation ("Grantor");

NOW THEREFORE, the Master Declaration as Amended is amended as follows:

1. Section 5.02 Minimum Requirements Paragraph (a), the first sentence shall now read as follows: Unless otherwise specified in a Supplemental Declaration recorded after the date of this Master Declaration which Supplemental Declaration may allow dwelling units containing less square footage, the minimum square footage of living area on the ground (first) floor of a single-story dwelling unit located on a Lot shall be 1,500 square feet, excluding the area used for a garage.
2. Section 5.20 Roofs shall now read as follow: A minimum 5/12 roof pitch shall be required. No flat or gravel roofs shall be permitted. Roof covering materials shall be cedar shake, cedar shingle, tile or Architectural 30 or equivalent.
3. Section 5.02(c) is hereby eliminated in its entirety.

HILL WAY, INC., an Idaho Corporation

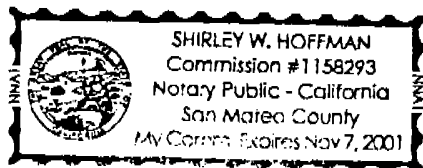
By: Louis G. Harding 8/2/98  
Louis G. Harding, Date  
President

STATE OF CALIFORNIA        )  
  )  
COUNTY OF SAN MATEO        )

On August 10, 1998, before me, Shirley W. Hoffman, Notary Public, personally appeared Louis G. Harding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Shirley W. Hoffman*



*Hank & Susan*  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1998 AU 11 PH 4: 18

RECORDED - REQUEST OF

FEE 9.00 DEPUTY *[Signature]*

98076956

**AMENDMENT NO. 5  
AKA "A SUPPLEMENTAL DECLARATION"  
TO  
MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997, as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997, by Instrument No. 97105392;

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No. 3 recorded concurrently herewith.

WHEREAS, the Master Declaration was amended by Amendment No. 4, recorded concurrently herewith.

NOW, THEREFORE, the Master Declaration, as amended, is further amended as follows:

1. Section 5.07, Easements, is amended by adding a new subsection (e) which shall read as follows:

The Owners shall be entitled to an easement for their enjoyment of the Common Areas.

2. Section 6.05, Powers of Association, subparagraph (b) shall amended by adding the following sentence to the end of said provision:

This section shall not limit the right of an individual Owner to seek enforcement of the Master Declaration.



3. Section 11.01, Annexation, shall be amended by adding the following language to the end of the first sentence therein as follows:

..., but shall require the approval of Mortgagees so long as Class B membership exists.

4. Section 12.06, Changes Requiring Unanimous Approval, shall be amended by adding the following language to subsection (a) in the first sentence after "by the Association" as follows:

...or otherwise dedicate Common Areas; ....

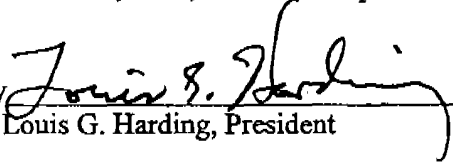
The remaining provisions shall remain the same.

5. Section 12.06, Changes Requiring Unanimous Approval, shall be amended by adding a new subsection (c) which shall read as follows:

(c) Make any amendment to this Master Declaration or any supplemental declaration or to the Articles or Bylaws of the Association or any sub-association so long as there exists Class B membership.

6. Section 12.07, Restrictions on Other Changes, is amended by the deletion of subsection (e) in its entirety.

HILL WAY, INC., an Idaho Corporation

By   
Louis G. Harding, President

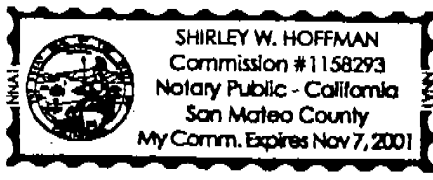
STATE OF CALIFORNIA )  
 ) ss.  
County of SAN MATEO )

On this 10<sup>th</sup> day of August, 1998, before me, SHIRLEY W. HOFFMAN Notary Public, personally appeared Louis G. Harding, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature of the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley W. Hoffman  
Notary

Chaumont3652E\_04.A32



Frank J. Sasser  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO  
1998 AU 11 PM 4: 18

RECORDED-REQUEST OF  
FEE 9.00 DEPUTY [Signature]  
98076957

**AMENDMENT NO. 6**  
**AKA "A SUPPLEMENT DECLARATION"**  
**TO**  
**MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997, by Instrument No. 97105392;

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No.3 recorded August 11, 1998, Instrument No. 98076955;

WHEREAS, the Master Declaration was amended by Amendment No.4 recorded August 11, 1998, Instrument No. 98076956;

WHEREAS, the Master Declaration was amended by Amendment No.5 recorded August 11, 1998, Instrument No. 98076957;

NOW THEREFORE, the Master Declaration as Amended is amended as follows:

Section 5.27, Landscaping is hereby amended by adding the following sub-paragraph (c) after sub-paragraph (a) and (b):

- (c) The owners and subsequent owners of each and every lot are required to have a minimum of one tree, to be approved by the ACC, in their front yard. The owner shall be responsible for all costs to include: planting of the tree, maintaining it and replacing the tree if necessary, all as required by the ACC.

HILL WAY, INC., an Idaho Corporation

By: Louis G. Harding 9/15/98  
Louis G. Harding, Date  
President

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

RECORDED - REQUEST OF

Shannon  
FEE 6.00 DEPUTY

1998 SP 21 AM 9:52

98090007

STATE OF CALIFORNIA            )  
  )  
COUNTY OF SAN MATEO        )

On September 1, 1998, before me, Shirley W. Hoffman, Notary Public, personally appeared Trevor C. Roberts, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Shirley W. Hoffman*

**AMENDMENT NO. 7  
TO  
MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISION**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997 by Instrument No. 97105392 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No.3 recorded August 11, 1998, Instrument No. 98076955;

WHEREAS, the Master Declaration was amended by Amendment No.4 recorded August 11, 1998, Instrument No. 98076956;

WHEREAS, the Master Declaration was amended by Amendment No.5 recorded August 11, 1998, Instrument No. 98076957;

WHEREAS, the Master Declaration was amended by Amendment No.6 recorded September 21, 1998, Instrument No. 98090007.

WHEREAS, the Master Declaration was amended by amendment No. 8, recorded September 28, 1999, Instrument No. 99096046.

WHEREAS, pursuant to Section 13.02 Amendment (a) the Master Declaration may be amended by Hill Way, Inc., an Idaho corporation ("Grantor");

WHEREAS, Franklin Elliott and Franklin Elliott as Personal Representative of the estate of Janet M. Elliott ("Elliott") were the owners of the lands known as Chaumont Subdivision No. 3, per Exhibit A attached hereto and made a part thereof and have since deeded the property to Hill Way, Inc., an Idaho Corporation, on March 8, 2000, Instrument No. 1000017737;

WHEREAS, the Master Declaration as Amended covers the properties known as Chaumont Subdivision No. 1 and No. 2;

WHEREAS, Grantor desires to include the lands known as Chaumont Subdivision No. 3, as described in Exhibit A, as being subject to the Master Declaration as Amended.

NOW THEREFORE, the Master Declaration as Amended is amended as follows:

1. The following property known as Chaumont Subdivision No. 3, described in Exhibit A, is added to and shall become a part of the Property which the Master Declaration as Amended shall cover;

2. By the recording of this Amendment No. 7 in the office of the County Recorder of Ada County, Idaho, the property shall include the lands attached as Exhibit A and said lands, together with the lands known as Chaumont Subdivision No. 1 and No. 2 under the Master Declaration as Amended, shall be subject to the Master Declaration as Amended.

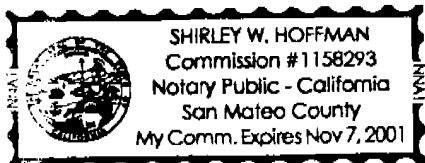
Dated this 11<sup>th</sup> day of Oct., 2000 HILL WAY, INC., an Idaho Corporation

By: Louis G. Harding  
Louis G. Harding, President

STATE OF CALIFORNIA )  
  )  
COUNTY OF SAN MATEO )

On this 11<sup>th</sup> day of OCTOBER, 2000, before me, Shirley W. Hoffman, Notary Public, personally appeared LOUIS G. HARDING, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person or entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Shirley W. Hoffman  
Notary Public

EXHIBIT A

**LEGAL DESCRIPTION FOR CHAUMONT SUBDIVISION NO. 3**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 1 EAST, BOISE MERIDIAN, EAGLE, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4, ALSO SAID PIN BEING THE NORTHEAST CORNER OF LOT 6, PATTERSON'S SUBDIVISION AS SHOWN OF RECORD IN THE OFFICE OF THE RECORDER OF ADA COUNTY IN BOISE, IDAHO, IN BOOK 6 OF PLATS AT PAGE 251; THENCE SOUTH 0 DEGREE 25'10" WEST, 717.20 FEET ALONG THE EASTERLY BOUNDARY OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4 AND SAID LOT 6 TO A 2" PIPE AND IRON PIN MARKING THE SOUTHEAST CORNER OF LOT 3 OF BLOCK 5, CHAUMONT SUBDIVISION NO. 2, AS SHOWN OF RECORD IN THE OFFICE OF THE RECORDER OF ADA COUNTY IN BOISE, IDAHO, IN BOOK 77 OF PLATS AT PAGES 8176-8177, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY

SOUTH 0 DEGREE 25'10" WEST, 617.07 FEET TO AN ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4 AND SAID LOT 6, ALSO SAID ALUMINUM CAP BEING THE NORTHEAST CORNER OF RANDALL ACRES SUBDIVISION NO. 15 AS SHOWN OF RECORD IN THE OFFICE OF THE RECORDS OF ADA COUNTY IN BOISE, IDAHO, IN BOOK 16 OF PLATS AT PAGE 1040; THENCE

NORTH 89 DEGREES 41'19" WEST, 1250.72 FEET (FORMERLY 1249.60 FEET) ALONG THE SOUTHERLY BOUNDARY OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4 AND SAID LOT 6, ALSO SAID LINE BEING THE NORTHERLY BOUNDARY OF SAID RANDALL ACRES SUBDIVISION NO. 15, TO AN IRON PIN MARKING THE COMMON CORNER OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4 AND LOT 6, ALSO SAID POINT BEING THE SOUTHEAST CORNER OF EDGEWOOD ESTATES SUBDIVISION NO. 1 AS SHOWN OF RECORD IN THE OFFICE OF THE RECORDER OF ADA COUNTY IN BOISE, IDAHO, IN BOOK 63 OF PLATS AT PAGE 6382; THENCE

NORTH 0 DEGREE 15'22" EAST, 340.74 FEET (FORMERLY 340.78 FEET) ALONG THE WESTERLY BOUNDARY OF SAID SOUTHEAST 1/4 SOUTHWEST 1/4 AND SAID LOT 6, ALSO SAID LINE BEING THE EASTERLY BOUNDARY OF SAID EDGEWOOD ESTATES SUBDIVISION NO. 1, TO AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID EDGEWOOD ESTATES NO. 1 AND THE SOUTHWESTERLY CORNER OF SAID CHAUMONT SUBDIVISION NO. 2; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID CHAUMONT SUBDIVISION NO. 2 THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 44'38" EAST, 40.00 FEET TO AN IRON PIN;  
NORTH 0 DEGREE 15'22" EAST, 254.59 FEET TO AN IRON PIN;  
SOUTH 89 DEGREES 44'38" EAST, 110.62 FEET TO AN IRON PIN;  
SOUTH 56 DEGREES 34'06" EAST, 59.77 FEET TO AN IRON PIN;  
SOUTH 89 DEGREES 44'38" EAST, 110.00 FEET TO AN IRON PIN;  
SOUTH 0 DEGREE 12'29" WEST, 59.64 FEET TO AN IRON PIN;  
SOUTH 70 DEGREES 57'15" EAST, 171.19 FEET TO AN IRON PIN;  
SOUTH 1 DEGREE 23'58" WEST, 99.64 FEET TO AN IRON PIN;  
SOUTH 88 DEGREES 57'35" EAST, 83.23 FEET TO AN IRON PIN ON A TANGENT CURVE;  
ALONG SAID CURVE LEFT 204.47 FEET, SAID CURVE HAVING A RADIUS OF 495.00 FEET, AN INTERIOR ANGLE OF 23 DEGREES 40'01", TANGENTS OF 103.71 FEET AND A LONG CHORD OF 203.02 FEET BEARING  
NORTH 79 DEGREES 12'25" EAST TO AN IRON PIN AT THE POINT OF NON-TANGENCY;  
NORTH 22 DEGREES 37'36" WEST, 95.21 FEET TO AN IRON PIN;  
NORTH 69 DEGREES 51'15" EAST, 91.00 FEET TO AN IRON PIN;  
NORTH 76 DEGREES 12'01" EAST, 196.66 FEET TO AN IRON PIN;

LEGAL PAGE 2

NORTH 0 DEGREE 25'10" EAST, 40.05 FEET TO AN IRON PIN;  
SOUTH 89 DEGREES 34'50" EAST, 100.00 FEET TO AN IRON PIN;  
NORTH 65 DEGREES 22'48" EAST, 55.19 FEET TO AN IRON PIN;  
SOUTH 89 DEGREES 34'50" EAST, 110.00 FEET TO THE REAL POINT OF BEGINNING.

END OF LEGAL DESCRIPTION



AMENDMENT NO. 8  
TO  
MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISION

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997 by Instrument No. 97105392 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended");

WHEREAS, the Master Declaration was amended by Amendment No.3 recorded August 11, 1998, Instrument No. 98076955;

WHEREAS, the Master Declaration was amended by Amendment No.4 recorded August 11, 1998, Instrument No. 98076956; /

WHEREAS, the Master Declaration was amended by Amendment No.5 recorded August 11, 1998, Instrument No. 98076957; /

WHEREAS, the Master Declaration was amended by Amendment No.6 recorded September 21, 1998, Instrument No. 98090007. /

WHEREAS, the Master Declaration will be amended by Amendment No. 7, which is signed, but not recorded, providing for the inclusion of the Lands known as Chaumont No. 3 to be covered by the Master Declaration when the said subdivision map is recorded;

WHEREAS, pursuant to Section 13.02 ~~Amendment~~ (a) the Master Declaration may be amended by Hill Way, Inc., an Idaho corporation ("Grantor");

NOW THEREFORE, the Master Declaration as Amended is amended as follows:

Section 5.17 Boats, Campers, and Other Vehicles: shall be amended as follows:

1. Delete the word "automobiles" in subsection (a) in the fourth sentence after "referred to as" and then substitute in its place the word "vehicles".

ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1999 SP 28 AM 10: 33

PIONEER TITLE  
RECORDED - REQUEST OF

FEE <sup>60</sup> DEPUTY 

99096046

2. Add the following as Subsection (e):

(e) The ACC, at its sole discretion may allow parked or stored vehicles, as provided herein in this Section 5.17, to be kept on the property instead of in a garage, providing the vehicle or vehicles shall be enclosed within a structure or screened from public view by a fence or screening, all of which shall be approved in writing by the ACC.

HILL WAY, INC., an Idaho Corporation

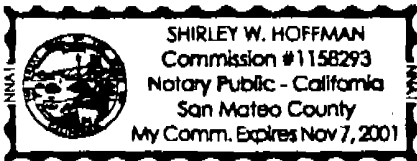
By: Louis G. Harding 7/22/99  
Louis G. Harding, Date  
President

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF SAN MATEO )

On this 22<sup>nd</sup> day of SEPTEMBER, 1999, before me, Shirley W. Hoffman, Notary Public, personally appeared LOUIS G. HARDING, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person or entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shirley W. Hoffman  
Notary Public



o/A 4516  
ACCOMMODATION

12

AMENDMENT NO. 9  
TO  
MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
CHAUMONT SUBDIVISION

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

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WHEREAS, the Master Declaration was amended by Amendment No. 2 to include the lands known as Chaumont Subdivision No. 2 ("Master Declaration as Amended");

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WHEREAS, the Master Declaration was amended by Amendment No.4 recorded August 11, 1998, Instrument No. 98076956;

WHEREAS, the Master Declaration was amended by Amendment No.5 recorded August 11, 1998, Instrument No. 98076957;

WHEREAS, the Master Declaration was amended by Amendment No.6 recorded September 21, 1998, Instrument No. 98090007;

WHEREAS, the Master Declaration was amended by Amendment No. 7, recorded October 13, 2000, Instrument No. 100082036;

WHEREAS, the Master Declaration was amended by Amendment No. 8, recorded September 28, 1999, Instrument No. 99096046;

WHEREAS, pursuant to Section 13.02 Amendment (a) the Master Declaration may be amended by Hill Way, Inc., an Idaho corporation ("Grantor");

WHEREAS, Grantor has built a fence ("Fence") running along the southerly boundary of Chaumont Subdivision No 3 according to the plat filed in Book 81 of Plats as pages 8758 and 8759, Records of Ada County, Idaho.

WHEREAS, Grantor and Chaumont Owners' Association agree that the ultimate purchaser/owner of the following lots shall at all times be individually responsible for the maintenance of and replacement of the Fence at their own cost and expense:

Lots 11, 12, 13, 19, 20, 21, 27, 28, 36, 37 and 38, Block 4 ("Lot[s]")

Chaumont Owners' Association  
Amendment No. 9 to Master Declaration  
of Covenants, Conditions and Restrictions

NOW THEREFORE, the Master Declaration as Amended is amended by this  
Amendment No. 9 as follows:

Each owner of Lot[s] 11, 12, 13, 19, 20, 21, 27, 28, 36, 37 and 38,  
Block 4 at their own cost and expense, shall at all times be responsible for  
the maintenance and/or replacement of the Fence, constructed by Grantor, that  
runs along the southerly boundary of their Lot[s].

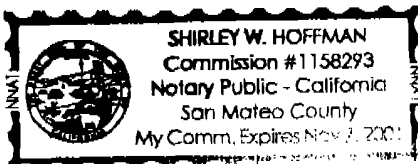
HILL WAY, INC., an Idaho Corporation

By: Louis G. Harding 2/28/01  
Louis G. Harding, Date  
President

STATE OF CALIFORNIA )  
                                  )  
COUNTY OF SAN MATEO )

On this 1<sup>st</sup> day of MARCH, 2001, before me, SHIRLEY W. HOFFMAN, Notary Public, personally appeared LOUIS G. HARDING, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signatures on the instrument the person or entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Shirley W. Hoffman  
Notary Public



**Amendment No. 10**  
**to**  
**Master Declaration**  
**of**  
**Covenants, Conditions & Restrictions**  
**for**  
**Chaumont Subdivision**

REFERENCE IS MADE to that certain Master Declaration of Covenants, Conditions and Restrictions for Chaumont Subdivision ("Master Declaration") recorded December 9, 1997 as Instrument No. 97102243 in the office of the County Recorder of Ada County, Idaho.

WHEREAS, the Master Declaration was amended by Amendment No. 1 recorded December 18, 1997 by Instrument No. 97105392;

WHEREAS, the Master Declaration was amended by Amendment No. 2 recorded August 11, 1997 by Instrument No. 98076954 to include the lands known as Chaumont Subdivision No. 2;

WHEREAS, the Master Declaration was amended by Amendment No. 3 recorded August 11, 1998, Instrument No. 98076955;

WHEREAS, the Master Declaration was amended by Amendment No. 4 recorded August 11, 1998, Instrument No. 98076956;

WHEREAS, the Master Declaration was amended by Amendment No. 5 recorded August 11, 1998, Instrument No. 98076957;

WHEREAS, the Master Declaration was amended by Amendment No. 6 recorded September 21, 1998, Instrument No. 98090007;

WHEREAS, the Master Declaration was amended by Amendment No. 7, recorded October 13, 2000, Instrument No. 100082036;

WHEREAS, the Master Declaration was amended by Amendment No. 8, recorded September 28, 1999, Instrument No. 99096046;

WHEREAS, the Master Declaration was amended by Amendment No. 9, recorded March 7, 2001, Instrument No 101021155; and

WHEREAS, the Owners of Lots covered by the Master Declaration desire to further amend the Master Declaration as set forth herein.

NOW THEREFORE, the Master Declaration as Amended is amended by this Amendment No. 10 as follows:

1. Section 5.04 Prohibited Buildings/Uses, Sub-paragraph (d) is hereby amended in its entirety to read as follows:

(d) Basketball backboards (portable or permanent) shall not be allowed without specific approval by the ACC. Prior to installation and/or use, the ACC shall review and approve the proposed location and screening method. All basketball backboards shall be maintained at all times in excellent condition. In no event shall a basketball backboard be permitted to remain on any street, sidewalk or other public right-of-way.

2. The last sentence of Section 5.09 Animals, is hereby deleted and replaced with the following:

“No dog pens or dog houses or dog runs shall be allowed, except in the rear yard of a Lot, fully screened from view from a public street which abuts the Lot. All such structures must be approved by the ACC as to location, design and materials.”

The undersigned, being the President and Secretary of Chaumont Owners Association, Inc., do hereby certify and attest that the foregoing amendment has been approved by the vote or written consent of at least 2/3 of the Owners of Lots covered by the Master Declaration.

DATED This 20<sup>th</sup> day of September, 2004.

Chaumont Owners Association, Inc.

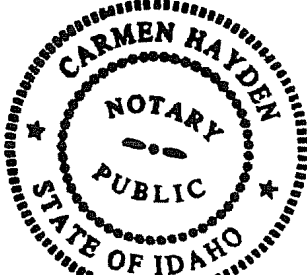
By: Jason Densmer  
Jason Densmer, President

By: Janae Blood  
Janae Blood, Secretary

STATE OF IDAHO )  
                                      ) ss.  
County of Ada     )

On this 20<sup>th</sup> day of September, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Densmer and Janae Blood, known or identified to me to be the President and Secretary of Chaumont Owner’s Association, Inc. who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Carmen Hayden  
Notary Public for Idaho  
Residing at Eagle, ID  
My Commission Expires: 3/2/07