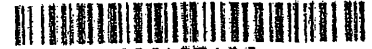


ADA COUNTY RECORDER J. DAVID NAVARRO  
BOISE IDAHO 11/27/06 03:17 PM  
DEPUTY Vicki Allen  
RECORDED - REQUEST OF  
Wyndstone Park Business

AMOUNT 114.00 38



106185429

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
WYNDSTONE PLACE BUSINESS PARK**

TABLE OF CONTENTS

	Page
<b>ARTICLE 1 - RECITALS</b> .....	<b>1</b>
1.1    Property Covered.....	1
1.2    Purpose of Declaration.....	1
<b>ARTICLE 2 - DECLARATION</b> .....	<b>2</b>
<b>ARTICLE 3 - DEFINITIONS</b> .....	<b>2</b>
3.1    "ACC Guidelines".....	2
3.2    "Allowable Floor Area".....	2
3.3    "Architectural Control Committee".....	3
3.4    "Articles".....	3
3.5    "Assessment".....	3
3.6    "Association".....	3
3.7    "Association Rule(s)" or "Rules".....	3
3.8    "Board".....	3
3.9    "Building".....	3
3.10   "Building Area".....	4
3.11   "Bylaws".....	4
3.12   "Common Area".....	4
3.13   "Declarant".....	4
3.14   "Declarant's Delegate".....	5
3.15   "Declaration".....	5
3.16   "Development".....	5
3.17   "Floor Area".....	5
3.18   "Improvement".....	5
3.19   "Limited Assessment".....	6
3.20   "Lot".....	6
3.21   "Member".....	6
3.22   "Mortgagees".....	6
3.23   "Occupant".....	6
3.24   "Owner".....	7
3.25   "Permanent Access Easement".....	7
3.26   "Permittee".....	7
3.27   "Person".....	8
3.28   "Plat".....	8
3.29   "Property".....	8
3.30   "Project Documents".....	8
3.31   "Regular Assessment".....	8
3.32   "Restrictions".....	8
3.33   "Service Facilities".....	8
3.34   "Site Plan".....	9
3.35   "Special Assessment".....	9
<b>ARTICLE 4 - USES AND REGULATION OF USES</b> .....	<b>9</b>
4.1    Uses - Generally.....	9
4.2    Prohibited Uses.....	9
4.3    Improvements - Generally.....	10
4.4    Nuisances.....	11
4.5    Storage Areas.....	11
4.6    Drainage.....	12

4.7	Grading .....	12
4.8	Owner's Insurance .....	12
4.9	Insurance Rates .....	12
4.10	Landscaping .....	12
<b>ARTICLE 5 - RIGHTS TO COMMON AREAS; DESIGNATION OF COMMON AREAS .....</b>		<b>13</b>
5.1	Use of Common Area .....	13
5.2	Designation of Common Area .....	14
5.3	Damages to Common Area .....	14
<b>ARTICLE 6 - COMMON AREA DEVELOPMENT, OPERATION AND MAINTENANCE .....</b>		<b>15</b>
6.1	Construction of Common Area Improvements .....	15
6.2	Declarant's Right of Construction .....	16
6.3	Protection of Common Areas .....	16
6.4	Employee Parking .....	17
6.5	Parking .....	17
6.6	Maintenance of Common Area .....	17
<b>ARTICLE 7 - BUILDING AREAS; CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS .....</b>		<b>19</b>
7.1	Building Areas; Allowable Floor Area; Minimum Parking .....	19
7.2	Construction Within Building Areas .....	20
7.3	Maintenance of Improvements .....	20
7.4	Construction Staging and Maintenance During Construction .....	21
7.5	Destruction and Restoration of Owner's Improvements .....	21
7.6	Condemnation .....	22
<b>ARTICLE 8 - SIGNS .....</b>		<b>22</b>
8.1	Pylon Sign .....	22
8.2	Monument Signs .....	23
8.3	Building Signs .....	23
8.4	Temporary Signs .....	23
8.5	Informational Signs .....	24
<b>ARTICLE 9 - EASEMENTS .....</b>		<b>24</b>
9.1	Owners' Easements of Enjoyment .....	24
9.2	Ingress, Egress and Parking .....	24
9.3	Permanent Access Easement .....	24
9.4	Drainage and Utility Easements .....	25
9.5	Rights and Duties Concerning Utility Easements .....	25
9.6	Easements of Encroachment .....	27
9.7	Maintenance and Use Easement Between Walls and Property .....	27
9.8	Disputes as to Sharing of Costs .....	27
9.9	General Landscape Easement .....	28
9.10	Declarant's Rights Incident to Construction .....	28
9.11	Reservation for Expansion .....	28
9.12	Emergency Easement .....	29
9.13	Maintenance Easement .....	29
<b>ARTICLE 10 - BUSINESS OWNERS ASSOCIATION .....</b>		<b>29</b>
10.1	Organization of Association .....	29
10.2	Members .....	29
10.3	Membership Voting .....	30
10.4	Voting .....	31
10.5	Board of Directors and Officers .....	31
10.6	Powers of Association .....	31
10.7	Duties of Association .....	34

10.8	Destruction of Common Area .....	38
10.9	Manager .....	39
10.10	Common Area Maintenance Contractor .....	39
10.11	Eminent Domain .....	40
10.12	Liability of Declarant, Board Members and Officers .....	40
10.13	Dissolution of Association .....	41
<b>ARTICLE 11 - ARCHITECTURAL CONTROL COMMITTEE .....</b>		<b>41</b>
11.1	Creation; Declarant's Right of Appointment .....	41
11.2	Improvements Generally .....	42
11.3	Expenses .....	43
11.4	Non-Liability of ACC Members .....	43
11.5	Variances .....	44
11.6	Declarant's Exemption .....	45
<b>ARTICLE 12 - ASSESSMENTS .....</b>		<b>45</b>
12.1	Covenant to Pay Assessments .....	45
12.2	Assessment Constitutes Lien .....	45
12.3	Regular Assessments .....	45
12.4	Special Assessments .....	46
12.5	Limited Assessments .....	46
12.6	Assessments Against Declarant .....	47
12.7	Rate of Assessment .....	48
12.8	Interest and Penalties .....	48
12.9	Assessment Period .....	48
12.10	Notice and Assessment Due Date .....	49
12.11	Estoppel Certificate .....	49
<b>ARTICLE 13 - ENFORCEMENT OF ASSESSMENTS .....</b>		<b>50</b>
13.1	Right to Enforce .....	50
13.2	Creation of Assessment Liens .....	50
13.3	Enforcement .....	50
13.4	Non-Exclusive Remedy .....	51
<b>ARTICLE 14 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS .....</b>		<b>51</b>
14.1	Member's Right of Inspection .....	51
14.2	Rules Regarding Inspection of Books and Records .....	51
14.3	Director's Rights of Inspection .....	52
<b>ARTICLE 15 - IRRIGATION WATER .....</b>		<b>52</b>
15.1	Irrigation System .....	52
15.2	Non-Potable Water .....	52
15.3	Water Unreliable .....	53
15.4	Rotation .....	54
15.5	No Liability .....	54
15.6	<b>WARNING! IRRIGATION WATER IS NOT DRINKABLE</b> .....	54
15.7	No Liability for Quality or Quantity of Water .....	55
<b>ARTICLE 16 - GENERAL PROVISIONS .....</b>		<b>55</b>
16.1	Annexation of Other Properties .....	55
16.2	Assignment by Declarant .....	56
16.3	Term .....	57
16.4	Amendment .....	57
16.5	Notices .....	58
16.6	Enforcement and Non-Waiver .....	58
16.7	Interpretation .....	59

16.8	Recitals and Exhibits.....	60
16.9	Consents Required .....	60
<b>ARTICLE 17 - RESOLUTION OF DISPUTES.....</b>		<b>61</b>
17.1	Avoiding Costs of Litigation and Limiting Right to Litigate Disputes.....	61
17.2	Mandatory Procedures for All Other Claims .....	61
17.3	Allocation of Costs of Resolving Claims .....	62

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR WYNDSTONE PLACE BUSINESS PARK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WYNDSTONE PLACE BUSINESS PARK ("Declaration") is made this \_\_\_\_ day of November, 2006, by Quasar Development LLC, an Idaho limited liability company ("Declarant").

**ARTICLE 1 - RECITALS**

**1.1 Property Covered.**

The property subject to this Declaration includes the property located at the southwest corner of Wells Drive and Wells Circle in Meridian, Ada County, Idaho, and legally described on **Exhibit A**, attached hereto and made a part hereof (hereafter "Property"), which is all of the property shown on the Wyndstone Place Subdivision plat, recorded in the real property records of Ada County, Idaho (hereafter the "Wyndstone Plat").

**1.2 Purpose of Declaration.**

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that will apply to the Property and the use of any and all portions of the Property. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property; to ensure a well-integrated, high quality development; and to guarantee adequate maintenance of the Common Area, including any improvements located thereon, in a cost effective and administratively efficient manner.

**ARTICLE 2 - DECLARATION**

Declarant hereby declares that the Property, and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; shall inure to the benefit of every other Lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Declarant, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Declarant, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

**ARTICLE 3 - DEFINITIONS**

**3.1 "ACC Guidelines"** shall mean the architectural guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 11.

**3.2 "Allowable Floor Area"** shall mean the maximum Floor Area allowed to be constructed on each Lot as set forth in Section 4.2.2.

**3.3 "Architectural Control Committee"** or "ACC" shall mean the Architectural Control Committee created by Declarant pursuant to Article 11 hereof.

**DECLARATION - 1**

3.4 "Articles" shall mean and refer to the Articles of Incorporation of the Association or other organizational or charter documents of the Association, as the same may be amended or revised from time to time.

3.5 "Assessment" shall mean and refer to a payment levied by and due to the Association, including Regular Assessments, Special Assessments or Limited Assessments in accordance with Article 12 hereof.

3.6 "Association" shall mean and refer to the non-profit corporation organized by Declarant under the laws of the State of Idaho in which each Owner shall be a Member. The Association shall be governed and have all the rights and duties as described in Article 10 hereof.

3.7 "Association Rule(s)" or "Rules" shall mean and refer to those rules and regulations adopted, amended, repealed and promulgated from time to time by the Association governing conduct upon and use of all or any portion of the Property.

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

3.9 "Building" shall mean and refer to a permanent structural improvement on any Lot which is enclosed by exterior walls, floor and roof, and which is designed for the conduct within of the activities and business of the Owner of such Lot, or the Occupant of such Improvement. A Building shall be included in the definition of Improvement.

3.10 "Building Area" shall mean those areas within each Lot within which Buildings (which for purposes of this Declaration shall include any appurtenant canopies, supports, loading docks, truck ramps and other outward extensions) may be constructed, placed or located. The Building Areas are designated on the Site Plan, attached hereto as Exhibit B and incorporated herein by this reference.

3.11 "Bylaws" shall mean and refer to the Bylaws of the Association, as the same may be amended or revised from time to time.

3.12 "Common Area" shall mean and refer to those portions of the Property as designated on a Plat, in this Declaration, or pursuant to any other instrument recorded in the official records of Canyon County, Idaho or which shall be otherwise identified by the Declarant or the Association and any other Owner of such property, from time to time, to be for the benefit, common use and enjoyment of all Owners and the entire Property. Common Area shall include those portions of the Property owned by the Association, easement and license areas granted or reserved to the Association or the public, and any and all other real or personal property owned, held, maintained or operated by the Association. Common Area shall be operated and maintained by the Association and the expense thereof shall be assessed against the Owners in accordance with Article 12 hereof.

3.13 "Declarant" shall mean and refer to Quasar Development LLC, an Idaho limited liability company. "Declarant" shall also include the successors and assigns of Quasar Development LLC, to the extent the Declarant's rights are specifically and expressly granted to such successors and assigns.

3.14 "Declarant's Delegate" shall mean and refer to Declarant's representative designated to represent Declarant as the Class B Member, until the Class B Member Termination Date, at all meetings of the Association.

3.15 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for Wyndstone Place Business Park which encumbers the entire Property, as may be amended, supplemented and/or restated from time to time.

3.16 "Development" shall mean the Wyndstone Place Business Park, as more particularly depicted on the Wyndstone Plat.

3.17 "Floor Area" shall mean the total number of square feet of floor space in a Building whether or not actually occupied including basement, subterranean and mezzanine space. The Floor Area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components.

3.18 "Improvement" shall mean and include every structure, facility, system or object and all appurtenances thereto of every kind and type and other physical changes upon, over, across, above or under the Property, whether permanent or temporary. This definition shall include, but is not limited to the following: Buildings, outbuildings, roads, parking facilities and structures, drive isles, landscaping and landscaping improvements, living or dead vegetation, rocks, ditches, exterior lighting, signs, canopies, awnings, fences, patios, curbs, walkways, sidewalks, pathways, shelters, screening walls, construction trailers and other temporary construction outbuildings, benches, plantings, exterior appliances, antennas, satellite dishes and other communications equipment including fiber optic cables, and other pumps, wells, tanks, ponds, waterways, ditches, pipes, lines, meters, towers, recreational facilities, grading, road construction and any other new exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and additions.

3.19 "Limited Assessment" shall mean and refer to an Assessment levied by the Association in accordance with Article 12 hereof upon one or more Lots, but not upon all Lots within the Property for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition or violation which the Owner has failed to cure or for the purpose of paying costs and expenses benefiting less than all Owners.

3.20 "Lot" shall mean and refer to any portion of the Property subdivided pursuant to a recorded Plat or Plats, or otherwise legally created for separate use and/or ownership, upon which Improvements may be constructed.

3.21 "Member" shall mean and refer to each Owner holding a membership in the Association.

3.22 "Mortgagees" shall mean and refer to a holder of any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

3.23 "Occupant" shall mean and refer to any Person occupying any portion of a Building or Lot who holds less than a fee simple interest, including without limitation, lessees, licensees and invitees.

3.24 "Owner" shall mean and refer to any Person who is the record owner of a Lot or any portion thereof or interest therein, but excluding those having any such interest merely as security for the performance of an obligation.

3.25 "Permanent Access Easement" shall mean a non-exclusive perpetual access easement for vehicular and pedestrian ingress and egress and utilities over and across the portions of the Property depicted on the Plat as the road running through the Development and over all or a portion of each Lot, as more particularly set forth in Article 9 hereof.

3.26 "Permittee" shall mean all Owners and/or Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Owners and/or Occupants insofar as their activities relate to the intended development, use and occupancy of the Property. Among others, Persons engaging in the following activities on the Common Area will not be considered to be Permittees:

3.26.1 Exhibiting any placard, sign, or notice except for a Person displaying real estate for sale or rent signs, "coming soon" and similar development signs, and legal notices;

**DECLARATION - 3**



- 3.26.2 Distributing any circular, handbill, placard, or booklet;
- 3.26.3 Soliciting memberships or contributions;
- 3.26.4 Parading, picketing, or demonstrating; and
- 3.26.5 Failing to follow regulations relating to the use of the Property.

3.27 "Person" shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Declarant.

3.28 "Plat" shall mean any subdivision or condominium plat covering any portion of the Property, including without limitation, the Wyndstone Subdivision Plat, as recorded or to be recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended or supplemented from time to time. The term "Plat" shall not include any portion of a Plat legally vacated.

3.29 "Property" shall mean and refer to the real property legally described on the attached Exhibit A.

3.30 "Project Documents" shall mean the basic documents creating and governing the Property including, without limitation, this Declaration, the Articles and Bylaws of the Association, any Association Rules and any other manuals, procedures, rules, regulations or policies adopted pursuant to such documents by the Association.

3.31 "Regular Assessment" shall mean and refer to an Assessment levied by the Association in accordance with Article 12 against each Lot for the payment of the regular expenses incurred by the Association for the cost of maintenance and operation of the Common Area and the business expenses of such Association.

3.32 "Restrictions" shall mean and refer to all restrictions, covenants, limitations, easements, conditions and equitable servitudes that encumber or otherwise apply to the Property or use thereof as set forth in the Declaration, as amended and/or supplemented from time to time.

3.33 "Service Facilities" shall mean and refer to loading docks, trash enclosures, bottle storage areas, trash compactors, exterior coolers and electrical and refrigeration facilities, and other similar facilities providing services to any Improvement upon a Lot.

3.34 "Site Plan" shall mean and refer to the document attached hereto as Exhibit B showing the Lots, Building Areas on the Lots, the design and configuration of the Common Area including parking spaces, drive aisles and the Permanent Access Easement, as may be amended from time to time pursuant to the terms hereof.

3.35 "Special Assessment" shall mean and refer to an Assessment levied by the Association in accordance with Article 12 hereof upon the Lots to defray the cost of construction or reconstruction of Common Area, or Improvements therein or to cure a deficit in Regular Assessments.

#### ARTICLE 4 - USES AND REGULATION OF USES

4.1 Uses - Generally. All Lots (and the Improvements constructed thereon) shall be used exclusively for professional office and commercial business purposes only, in accordance with any and all applicable zoning ordinances, provided such uses are in compliance with any restrictions of record, including those in this Declaration. Notwithstanding anything herein to the contrary, so long as all or a portion of Lot 10 is operated as a real estate marketing or real estate brokerage company, no other portion of the Development shall be used as a real estate marketing or real estate brokerage company.

#### DECLARATION - 4

4.2 Prohibited Uses.

4.2.1 No portion of the Property may be used Inconsistently with this Declaration or any applicable law, regulation, rule or ordinance.

4.2.2 No Building within the Property shall be used for any business purpose having an A-2 classification under the International Building Code, nor shall any Building within the Property exceed the following Allowable Floor Area of such Building for the respective Lot:

- Lot 1 - 4,300 square feet
- Lot 2 - 4,353 square feet
- Lot 3 - 5,357 square feet
- Lot 4 - 5,337 square feet
- Lot 6 - 6,003 square feet
- Lot 8 - 5,680 square feet
- Lot 9 - 3,184 square feet
- Lot 10 - 15,360 square feet

4.3 Improvements - Generally. No Improvement shall be constructed upon any Lot unless such Improvement has been approved by the Architectural Control Committee pursuant to Article 11 hereof, and is in compliance with the design requirements of the City of Meridian. All Improvements shall conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location within the Building Area, height, grade and finished ground elevation, natural conditions, landscaping and all aesthetic considerations.

In the event any Improvement is constructed in violation of this Declaration and/or in violation of any approval received by the Architectural Control Committee, the Association, after reasonable notice to the Owner and/or the offender, may remove any Improvement so constructed and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable. No drive-up or drive through facilities shall be constructed on any Lot in the Property.

4.4 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its Owners or Occupants, or to any other property in the vicinity thereof or to its occupants or residents. No portion of the Property shall unreasonably interfere with the quiet enjoyment of other Owners or Occupants by reason of odor, fumes, dust, smoke, noise, glare, heat, sound, vibration, electromechanical disturbances, electromagnetic disturbances, radiation, air or water pollution or which may be hazardous by reason of fire, explosion or microwave radiation. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the Association. No portion of the Property may be used in a manner that may result in the unlawful discharge of toxic materials into or upon the Property, sewer system or storm drain serving the Property.

4.5 Storage Areas. No Owner shall be permitted to store any materials, supplies, inventory, garbage dumpsters, equipment or any other personal property used in connection with the commercial purpose conducted in connection with such Lot, except inside a Building or behind a visual barrier on such Owner's Lot. Such barrier must screen such area from the view of adjoining portions of the Property and streets, and be approved as to design and materials by the Architectural Control Committee prior to installation.

4.6 Drainage. All Lots shall be required to drain to the curb or to any drainage easement, and no Lot shall be permitted to drain over any other Lot, unless within a drainage easement.

**DECLARATION - 5**

4.7 Grading. The grading of any portion of the Property, or any modification, alteration or change to such grade, must be made in accordance with applicable laws, rules, regulations and ordinances and approved in writing by the Association.

4.8 Owner's Insurance. Each Owner shall be responsible for its own liability insurance coverage with respect to its Lot, including Common Area located thereon, as well as all insurance relating to its personal property and personal liability. Any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies that the Association obtains pursuant to this Declaration. All such insurance on the Owner's Lot shall waive the insurance company's right of subrogation against the Association, the other Owners, and the servants, agents and guests of any of them.

4.9 Insurance Rates. Nothing shall be done or kept on any Lot that will increase the rate of, or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot that would result in the cancellation of insurance on any other portion of the Property or which would be in violation of any law.

4.10 Landscaping. Each Owner shall make such landscaping improvements upon such Owner's Lot as shall be required by the City of Meridian in connection with the issuance of any building permit and/or certificate of occupancy. Failure to install such landscaping in conformance with the requirements of the City of Meridian shall constitute a default hereunder. Without limiting the foregoing, compliance with the landscaping requirements of the City of Meridian shall not be deemed compliance with any additional landscaping requirements of the Association.

#### ARTICLE 5 - RIGHTS TO COMMON AREAS; DESIGNATION OF COMMON AREAS

5.1 Use of Common Area. The Common Area is hereby reserved for the sole and exclusive use of all Owners and/or Occupants of the Property, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants and for holders of any easement or license granting rights of access or otherwise in the Common Area or any part thereof. The Common Area may be used for vehicular and pedestrian ingress and egress and vehicular parking, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycling centers, utilities and other similar facilities, bike racks and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. Except for "permitted improvements," defined below, no additional Buildings or structural improvements not shown in the Site Plan shall be placed or constructed in the Common Area without the prior written consent of the Association, which consent may be withheld in the Association's sole discretion. "Permitted Improvements" are defined as paving, bumper guards or curbs, landscape planters, lighting standards, utility pads and equipment, recycling centers, bicycle racks, sidewalks and Service Facilities (provided that such Service Facilities are located to the rear or sides of any buildings), so long as any such permitted improvements do not (i) reduce the total number of parking spaces on the Lot involved below the number of parking spaces set forth in Section 7.1; (ii) significantly alter the parking configuration or the drive aisles as shown on the Site Plan; (iii) impede the access to any Lot; (iv) alter the configuration of the Permanent Access Easement; or (v) impede traffic circulation.

5.2 Designation of Common Area. All areas within the exterior boundaries of the Property, exclusive of (i) Buildings and the sidewalks around such Buildings, and (ii) those areas devoted to Service Facilities or drive-up or drive through customer service facilities, shall be deemed Common Area, which areas are intended for the common use and enjoyment of all Owners and Occupants of the Property, their Permittees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such Permittees. Without limiting the foregoing, the Common Area of the Development shall be those areas identified on the Plat including, without limitation:

- Lot 5, Block 1: Landscape Entry Island
- Lot 7, Block 1: Landscape Island
- Lot 11, Block 1: Water Feature
- The portion of each Lot over which that certain road running through the Development, commonly known as Wells Street, is located.

5.3 Damages to Common Area. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner or Occupant, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The cost of correcting such damage shall be a Limited Assessment against the Owner's Lot causing such damage and may be collected as provided herein for the collection of other Assessments.

## ARTICLE 6 - COMMON AREA DEVELOPMENT, OPERATION AND MAINTENANCE

### 6.1 Construction of Common Area Improvements.

6.1.1 Each Owner, at the time such Owner constructs a Building on its Lot, shall construct and improve the Common Area located upon such Owner's Lot in general conformity with the Site Plan.

6.1.2 Following the initial construction of Improvements within the Common Area, no Owner shall make or allow to be made changes to the Common Area on its Lot without the approval of the Association, except that each Owner may make, from time to time without obtaining the consent or approval of any other Owner, at its own expense any insignificant change, modification or alteration in its portion of the Common Area, including the installation of convenience facilities such as public telephones and benches, provided that:

6.1.2.1 the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the remainder of the Property) is not unreasonably restricted or hindered, and all parking stalls and rows and vehicular traffic lanes shall remain generally as shown on the Site Plan;

6.1.2.2 there shall be maintained at all times within such Common Area, the number of vehicular parking spaces as set forth in Section 7.1 or to otherwise meet the parking requirements set forth in this Declaration, as well as all governmental rules, regulations, and/or ordinances relating to parking requirements;

6.1.2.3 no governmental rule, ordinance or regulation shall be violated as a result of such action, and such action shall not result in any other Owner being in violation of any governmental rule, ordinance or regulation;

6.1.2.4 no change shall be made in the access points between the Common Area and the public streets or the Permanent Access Easement location without the consent of the Association unless required by governmental authority; and

6.1.2.5 at least thirty (30) days prior to making any such change, modification or alteration, the Owner desiring to do such work shall deliver to each other Owner copies of the plans therefor.

6.2 Declarant's Right of Construction. Declarant or Declarant's designee shall have the right, but not the obligation, to construct the Common Area located upon any Owner's Lot within the Property in accordance with the Site Plan if Declarant determines in Declarant's sole discretion that such Common Area Improvements are necessary for the use of all or any portion of the Property. Such Improvements on such other Owner's Lot may be temporary or permanent in nature. In the event such Improvements are permanent in nature, at such time as such Owner constructs a Building on its Lot, such Owner shall

## DECLARATION - 7

reimburse Declarant the costs of construction of such permanent improvements as evidenced by Declarant's construction records within thirty (30) days of receiving such construction cost records.

6.3 Protection of Common Areas. Declarant reserves for itself or for the Association the right at any time and from time to time to take such steps as deemed necessary to prevent, exclude and restrain any Person who is not a Permittee from using the Common Area (and to exclude Permittees from using the portions of the Common Area not then developed for common use).

6.4 Employee Parking. The Association may designate, from time to time, areas to be used for motor vehicle parking by employees of Occupants of the Property. In the event employee parking areas are designated as provided herein, then employees of any Owner or Occupant of any part of the Property shall use only those portions of the Common Area designated for such employee parking purposes. The authority herein granted shall be exercised in such manner as not to discriminate against or place any undue burden upon any Owner or Occupant of the Property.

6.5 Parking. There shall be no charge for parking in the Common Area without the prior written consent of the Association or unless otherwise required by law.

6.6 Maintenance of Common Area. The Association shall maintain, or cause to be maintained, the improved Common Area in a clean, sightly, safe condition and good state of repair. The standard of maintenance for the improved Common Area shall be comparable to the minimum standard of maintenance followed in other first class professional office and commercial developments of comparable size in Meridian, Ada County, Idaho area and in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this Declaration. All Common Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony of the Property as a whole. The maintenance and repair obligation of the Association shall include, but not be limited to, the following:

6.6.1 Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resealing and resurfacing (for the purpose of this Section, an overlay of the drives and parking areas shall be considered a maintenance item). Without in any manner limiting the foregoing, the Association shall cause the parking lot to be striped not less than every two (2) years, a seal coat to be applied to the parking lot and all drive aisles not less than every four (4) years, for all potholes and cracks in the surface of the parking lot and drive aisles to be promptly repaired upon discovery or notification of the same and all directional arrows, crosswalks, and other matters in the drive aisles to be painted not less than every one (1) year.

6.6.2 Debris, Refuse and Snow. Periodic removal of all papers, debris, filth, refuse, ice and snow (1" on the surface and snowing), including vacuum sweeping to the extent necessary to keep the Common Area in a first-class, clean and orderly condition. All sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the Common Area by the Owners or Permittees.

6.6.3 Non-Occupant Signs and Markers. Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs; restriping parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keeping clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks.

6.6.4 Lighting. Maintaining, cleaning and replacing Common Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.

6.6.5 Landscaping. Maintaining and replacing of all landscape plantings, trees and shrubs in an attractive and thriving condition, trimmed and weed free. Maintaining and replacing landscape planters and performing pest control and extermination therein as needed.

6.6.6 Obstructions. Keeping the Common Area free from any obstructions, unless such obstruction is permitted under the provisions of this Declaration.

## ARTICLE 7 - BUILDING AREAS; CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS

7.1 Building Areas; Allowable Floor Area; Minimum Parking. All Buildings and other Improvements (except those permitted improvements set forth in Section 7.3 below) shall be placed or constructed upon each Lot only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area if shown in the design plans approved by the Association. No Building on a Lot shall exceed the Allowable Floor Area for such Lot as determined by the Declarant from time to time, in Declarant's discretion, taking into account existing Improvements, parking ratios and any current development approvals obtained by Declarant from the City of Meridian. The minimum parking required to serve the Improvements on such Lot shall be located on such Lot or be available to such Lot through any shared parking agreement. No Building on a Lot shall cause the Wyndstone Place Business Park, in the aggregate, to have less than the minimum number of parking spaces required by the City of Meridian.

Notwithstanding anything to the contrary contained in this Section 7.1, Declarant may (i) modify any Building Area on any Lot owned by Declarant; (ii) adjust any Lot line for any Lots owned by Declarant; and (iii) otherwise modify the Site Plan to reconfigure the Common Area to allow such modification to the Building Area, without the consent of any other Owner; provided such modified Building Area (a) is not located within legal setback areas or designated easements; (b) does not increase the Allowable Floor Area within the Property or (c) does not decrease the required minimum number of parking spaces within the Property.

7.2 Construction Within Building Areas. All Buildings and other Improvements shall be constructed in accordance with this Declaration and all local, state and federal laws, rules and regulations applicable thereto. Activities associated with the construction of any Building or Improvement within the Building Area shall not prevent or unreasonably obstruct the passage of pedestrian or vehicular traffic and parking on, over and across those portions of the Common Area improved for common use, whether such Common Area Improvements are permanent or temporary in nature. All Lots or portions thereof upon which neither Buildings nor Common Area Improvements have been constructed shall be kept weed free and clean at the Owner's sole expense in accordance with the terms of this Declaration until such time as Buildings and/or Common Area Improvements are constructed thereon.

7.3 Maintenance of Improvements. Each Owner shall maintain in good order, repair and condition all Improvements located on an Owner's Lot in a first class condition, excluding landscaping and that portion of each Owner's Lot which is designated as Common Area to be maintained pursuant to Section 6.3 of this Declaration. Each Owner's maintenance obligations shall include without limitation the following: (i) all windows and exterior surfaces of any Improvement shall be washed and cleaned regularly; and (ii) all trash and rubbish shall be kept in enclosed containers in the location and manner provided for by the Association. In addition, each Owner shall comply with this Declaration, and all Association rules, as promulgated and amended from time to time by the Declarant or the Association. In the event that any Owner shall permit any Improvement to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining such Owner's Lot, the Association, upon thirty (30) days prior written notice to such Owner, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth herein. In addition, the Owner of the offending property 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 acts, plus all costs incurred in collecting the amounts due.

7.4 Construction Staging and Maintenance During Construction. All construction staging shall take place on the Lot upon which construction is occurring. During the course of construction and

### DECLARATION - 9

C:\Documents and Settings\Amanda Alvaro\Local Settings\Temporary Internet Files\OLK32D\CCRs for Wyndstone Place Subdivision (FINAL 11-17-06).DOC

following completion of construction of an Improvement, the Lot on which the Improvement is being or was constructed and adjacent areas and streets impacted by the construction shall be cleaned on a regular basis, and all trash, rubbish and debris shall be promptly removed therefrom. All requirements and standards set forth in this Section 7.4 shall be the sole cost and expense of the Owner thereof. In addition, all construction activities shall be performed in a manner that minimizes the generation, emission, entrainment, suspension and/or transport of fugitive dust within the Property. Once construction of an Improvement has commenced, the Owner shall diligently prosecute the same to completion.

7.5 Destruction and Restoration of Owner's Improvements. If any Improvement located on an Owner's Lot is destroyed by any casualty, excluding landscaping and that portion of such Owner's Lot designated as Common Area, the Owner of such Lot shall promptly restore such Improvement at such Owner's cost to the Improvement's original condition. To the extent that the Owner of such Lot elects not to restore the destroyed Improvement(s), such Owner shall promptly raze such damaged Improvement(s) and shall forthwith grade, pave and/or landscape the area on which such Improvement was located in a safe, sightly and attractive condition.

7.6 Condemnation. In the event of a condemnation of part of the Common Area, or sale or transfer in lieu thereof that reduces the number of usable parking spaces below that which is required herein, the Owner shall use its best efforts (including using proceeds from the condemnation award or settlement if authorized by such Owner's lender) to restore and/or substitute parking spaces in order to comply with the parking requirements set forth in this Declaration. If such compliance is not possible, such Owner shall not be deemed in default hereunder, but such Owner shall not be permitted to expand the amount of Floor Area located upon its Lot unless authorized to do so by the Association. If such Floor Area is thereafter reduced other than by casualty, then the Floor Area on such Lot may not subsequently be increased unless the parking requirement is satisfied or unless otherwise authorized to do so by the Association.

#### ARTICLE 8 - SIGNS

8.1 Pylon Sign. There shall be one (1) pylon sign erected by Declarant on the south side of the Development, near Interstate 84. Declarant shall pay all costs of installation of the pylon sign, and the Association shall maintain and repair the pylon sign following installation. The pylon sign shall be in substantially the same design as depicted on Exhibit C attached hereto and made a part hereof, and shall have nine (9) separate sign panels, with six (6) panels measuring 2'6" x 11'6" v.o. (collectively, the "Large Panels") and three (3) panels measuring 1'7½" x 11'6" v.o. (collectively, the "Small Panels"). The top two (2) Large Panels shall be reserved for the Owner and occupants of Lot 10, at the sole discretion of the Owner of Lot 10. The other Large Panels shall be used by the Owners or occupants of Lots 3, 4, 6 and 8 on a first-come, first-served basis. The Small Panels shall be used by the Owners or occupants of Lots 1, 2 and 9 on a first-come, first-served basis.

8.2 Monument Signs. Declarant shall erect a monument sign on each Lot to display the designation of the Owner of the business operating on such Lot. The Association shall maintain and repair each monument sign following the initial installation by Grantor.

8.3 Building Signs. No Owner or Occupant shall install, or cause to be installed, any identification sign attached to the exterior of a Building; provided, however, the foregoing shall not prohibit the placement at the entrance of each Occupant's space a small sticker or decal, indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar items of information; and provided further that the Owner of Lot 10 may install one (1) identification sign on the exterior of the Building on Lot 10 so long as such sign complies with the applicable rules, regulations and ordinances of the City of Meridian and the ACC. All signs in the Wyndstone Place Business Park shall comply with the Master Sign Program set forth on Exhibit C, attached hereto and made a part hereof.

8.4 Temporary Signs. Notwithstanding the above, any Occupant may display on the interior of any Building (even though the same may be visible from the exterior of such Building), professionally

#### DECLARATION - 10

C:\Documents and Settings\Amanda Alvaro\Local Settings\Temporary Internet Files\OLK32D\CCRs for Wyndstone Place Subdivision (FINAL 11-17-06).DOC

prepared temporary signs and banners for seasonal promotions; provided that no such individual sign or banner may be displayed for more than thirty (30) days for each promotion and not more than one hundred eighty (180) days cumulative during any calendar year, and such sign(s) complies with the sign ordinance of the City of Meridian.

8.5 Informational Signs. Notwithstanding anything above to the contrary, each Owner/Occupant shall be permitted to place within the Common Area located on its Lot directional signs or informational signs such as "Handicapped Parking", the temporary display of leasing information and the temporary erection of one sign identifying each contractor working on a construction job.

#### ARTICLE 9 - EASEMENTS

9.1 Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive easement for the use and enjoyment of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

9.2 Ingress, Egress and Parking. Declarant hereby establishes, declares and grants, subject to the terms contained in this Declaration, a perpetual, non-exclusive easement for the ingress, egress and passage and parking of vehicles on, over and across the parking and driveway areas of those portions of each Lot designated as Common Area, as the same may from time to time be constructed and maintained for such use; and for the ingress, egress and passage and accommodation of pedestrians over and across the parking, driveway and sidewalk areas of those portions of each Lot designated as Common Area, as the same may from time to time be constructed and maintained for such use for the benefit of each Lot within the Property and for the use of the Owners thereof and their Permittees, in common with others entitled to use the same.

9.3 Permanent Access Easement. In addition to the foregoing, Declarant hereby establishes, declares and grants, subject to the terms contained in this Declaration, a perpetual, non-exclusive access easement for vehicular and pedestrian ingress and egress and utilities over and across the portions of the Property depicted on the Site Plan and identified thereon as the "Permanent Access Easement" for the benefit of each Lot within the Property and for the use of the Owners thereof and their Permittees, in common with others entitled to use the same. The Association will be responsible for all maintenance, repair or replacement of such Permanent Access Easement, and the cost and expense of such maintenance, repair and replacement shall be assessed as a Regular Assessment against all Owners. The obligations of the Association set forth herein shall not be modified or amended without the prior written consent of the City of Meridian.

9.4 Drainage and Utility Easements. Declarant hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies for the installation, repair and maintenance of utility and drainage facilities as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Association and the Association may impose a Special Assessment or Limited Assessment therefor.

9.5 Rights and Duties Concerning Utility Easements. Wherever utility connections are installed within the Property, which connections or any portions thereof lie in or upon Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor,



to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary. Whenever utility connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot. Without limiting the foregoing, each Owner, by accepting a deed to a Lot, acknowledges and agrees that the headgates of the Irrigation System, defined below, are located in the Property, and such headgates are used to control irrigation flows to the Irrigation System as well as to divert irrigation water to adjacent real property owners that are not part of the Wyndstone Place Subdivision. Declarant hereby grants an easement to the adjacent property owners so served by the diverted irrigation water to enter on to that portion of the Property where the headgates of the Irrigation System are located, to repair and maintain such headgates; provided that the adjacent property owners must provide at least forty-eight (48) hours prior notice to the Association so that the Association may have the opportunity to repair such alleged problems; and provided further that the entry of the adjacent property owners on to the Property will not disturb the peace of the Owners or cause any damage to the Property. In the event any installation, construction, maintenance, operations, repair or replacement (collectively, "Installation and Repair") of the easements granted herein disturbs or damages any landscaping or other improvement(s), the Association shall restore the Improvements to a condition reasonably comparable to their condition prior to the Installation and Repair and shall charge all costs associated therewith as a Limited Assessment against the Owner performing the Installation and Repair.

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

**9.7 Maintenance and Use Easement Between Walls and Property.** Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

**9.8 Disputes as to Sharing of Costs.** In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

**9.9 General Landscape Easement.** An easement is hereby reserved to the Association, its contractors, employees, and agents, to enter those portions of Lots designated as Common Area, for the purpose of installing, maintaining, replacing and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement,

seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

9.10 Declarant's Rights Incident to Construction. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property owned by Declarant; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to an Owner's Lot by that Owner or such Owner's, tenants, employees, guests, or invitees.

9.11 Reservation for Expansion. Declarant hereby reserves to itself and for Owners of Lots of the Property a perpetual easement and right-of-way for access over, upon, across and through the Property for construction, utilities, drainage, ingress and egress, and for use of the Common Area. The location of these easements and rights-of-way must be approved and may be documented by Declarant by recorded instruments.

9.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

9.13 Maintenance Easement. An easement is hereby reserved to Declarant, which may be granted to the Association, and any member of their Board or their manager, if any, and their respective officers, agents, employees, and assigns, upon, across, over, in, and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including the right to enter upon any Lot for the purpose of performing maintenance to the landscaping or the exterior of improvements to such Lot as required or permitted by the Project Documents.

#### ARTICLE 10 - BUSINESS OWNERS ASSOCIATION

10.1 Organization of Association. Declarant shall organize the Association, which shall be registered and organized as a nonprofit corporation under the laws of the State of Idaho. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

10.2 Members. Each Owner (including the Declarant) by virtue of being an Owner and for so long as such ownership is maintained shall be a Member of the Association and shall have voting rights as hereafter set forth in this Article 10. 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 assigned, 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.

10.3 Membership Voting. The Association will have two (2) classes of membership:

10.3.1 Class A Members. Class A Members shall be all Owners with the exception of Declarant, so long as Declarant is the Class B Member. Prior to the Class B Member Termination Date (defined below), no Class A Member shall be entitled to vote. Upon and after the Class B Member Termination Date, each Owner shall be entitled to a vote, the percentage of which shall be determined by dividing the Floor Area of such Owner's Building by the total Floor Area of all Buildings within the Property as certified by the Association. Upon the Class B Member Termination Date, Declarant shall become a Class A Member to the extent Declarant is an Owner.

10.3.2 Class B Member. Declarant, by and through Declarant's designated representative ("Declarant's Delegate"), shall be the Class B Member, and shall be entitled to a vote, the percentage of which shall be the Allowable Floor Area of all Buildings within the Property less the Floor Area of all Buildings actually constructed on a Lot owned by a Person other than Declarant. The Class B Member shall cease to be a voting Member in the Association at the earlier of: (1) the date Declarant owns less than ten percent (10%) of the Allowable Floor Area within the Wyndstone Place Subdivision; (2) on June 1, 2011; or (3) or such earlier date as Declarant shall otherwise determine. This date may be referred to herein as the "Class B Member Termination Date."

10.4 Voting. All matters that are submitted to a vote of the Members shall be determined, made, approved, or authorized, upon the vote of Members holding a majority of the voting power entitled to vote, unless otherwise set forth in the Articles or Bylaws.

10.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors consisting of no less than three (3) and no more than seven (7) members and such officers as the Board may elect or appoint, in accordance with the Articles or Bylaws, as the same may be amended from time-to-time; provided, however, that so long as the Class B Member exists, the Class B Member shall have the exclusive right to elect and appoint all officers and directors of the Association in the Class B Member's sole and absolute discretion.

10.6 Powers of Association. The Association shall have all the powers of a nonprofit corporation organized under the applicable provisions of the Idaho Code subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, including water rights when and if received from Declarant, and the performance of the other responsibilities herein assigned. The Association's powers include, without limitation:

10.6.1 Assessments. The power to levy Assessments pursuant to Article 12, on any Owner of any portion of the Property pursuant to the restrictions set forth in this Declaration, and to force payment of such Assessments, all in accordance with the provisions of this Declaration. This power shall include the right of the Association to levy Assessments on any Owner of any portion of the Property to cover the operation and maintenance costs of the Common Area.

10.6.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, Bylaws, this Declaration or other rules and regulations and to enforce by mandatory injunction or otherwise, all provisions thereof.

10.6.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person to act as manager, and to contract for the maintenance, repair, replacement and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon the Class B Member Termination Date.

10.6.4 Association Rules. The power to adopt, amend and repeal such Association Rules, from time to time, as the Association deems appropriate. Such Rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association Rules shall not discriminate among Owners and shall not be inconsistent with the Articles, Bylaws or this Declaration. A copy of Association Rules as they may from time-to-time be adopted, amended or repealed, shall be mailed or otherwise delivered to each

Owner and Occupant. Upon such mailing or delivery said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of any conflict between an Association Rule or any provision of the Articles, Bylaws or this Declaration, the conflicting provisions of the Association Rules shall be deemed superseded to the extent of any such inconsistency.

10.6.5 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not inside any Building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association, unless said entry was necessitated by a condition caused by the Owner or Occupant.

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

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

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

10.6.7 Cure of Defaults. If any Owner defaults in the performance of any of its obligations set forth herein, the Association shall have the right, but not the obligation, to cure such default at the expense of such Owner and shall be permitted to enter upon any Owner's Lot to affect such cure.

10.6.8 Other. Such other and further powers as the Board deems reasonable and appropriate, it being the intent of Declarant that the Association have broad power and authority consistent with the Project Documents and applicable law.

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

10.7.1 Operation and Maintenance of Common Areas. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the provision of utilities thereto, and the repair and replacement of property damaged or destroyed by casualty loss. The Association shall, at Declarant's discretion, operate and maintain all properties owned by Declarant which are designated by Declarant for temporary or permanent use by Members of the Association.

10.7.2 Operation and Maintenance of Irrigation System. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the common irrigation system, including a pump house and all of the pipes, pumps and other facilities and equipment associated with the delivery of irrigation water to the Property. The Association's share of the cost and expense of repair and replacement of the irrigation system shall be assessed as a Regular Assessment against all Owners.

10.7.3 Maintenance of Landscape Buffers. Maintain all landscaping within the ten foot (10') landscape buffer between the Property and the Magic View Subdivision; provided, however, that no imperious surfaces may be installed or maintained in such landscaping buffer. Maintain all landscaping within the ten foot (10') buffer between the Property and the Locust View Heights Subdivision including, without limitation, construction and maintenance of a six foot (6') high solid vinyl fence running along the western boundary of the Property and the Locust View Heights Subdivision. Maintain all landscaping within the ten foot (10') buffer between the Property and South Wells Street. Maintain all landscaping within the thirty-five foot (35') buffer between the Property and the westbound on-ramp for Interstate 84.

10.7.4 Maintenance of Landscaping. Maintain all landscaping located upon any Lot and/or Common Areas within the Property, including the watering, mowing, fertilizing and caring for all shrubs and trees so that no landscaping shall be permitted to deteriorate to a dangerous, unsafe or unsightly condition.

10.7.5 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Areas owned 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 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.

10.7.6 Identification Signs. Maintain, repair and replace all permanent entry and special identification signs including, without limitation, entrance and monument signs, for the Property whether the same be located within or outside of the boundaries of the Property.

10.7.7 Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:

10.7.7.1 Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all improvements, equipment, fixtures and other property located within the Common Areas owned by the Association, including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of the Common Areas or easement areas under the control of the Association.

10.7.7.2 Comprehensive public liability insurance insuring the Association, the Board, its Officers, the Declarant and the Individual Owners, and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as reasonably determined by the Board.

10.7.7.3 Full coverage directors' and officers' liability insurance in an amount reasonably determined by the Board.

10.7.7.4 Such other insurance, including workmen's compensation as required by all applicable laws, and other insurances 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.

10.7.7.5 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 such proceeds and to deal therewith.

DECLARATION - 16

C:\Documents and Settings\Amanda Alvaro\Local Settings\Temporary Internet Files\OLK32D\CCRs for Wyndstone Place Subdivision (FINAL 11-17-06).DOC

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

10.7.8 Rule Making. Make, establish, promulgate, amend and repeal Association Rules.

10.7.9 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

10.7.10 Duties Imposed During Entitlement Process. Carry out all duties imposed by any governmental, municipal or other agencies as part of the entitlement process for the development of the Property.

10.7.11 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all laws, ordinances, rules and regulations of the City of Meridian and Ada County also including, without limitation, the recordation of any claim of lien with the Ada County Recorder's Office, as more fully provided herein.

10.7.12 Budgets and Financial Statements. Budgets and financial statements for the Association shall be regularly prepared and copies made available to each Member within ninety (90) days after the close of each fiscal year. The Association, or its agent, shall cause to be prepared and made available 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.

10.7.13 Maintenance of Public Easements. Maintain, operate, manage and repair all easements designated to the public, as shown on any Plat.

10.7.14 Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all storm drainage facilities owned by the Association, including, without limitation, drainage pipes, trench drains, collection basins and seepage trenches (collectively, the "facilities"), located within the Property, and the repair and replacement of such facilities or property damaged or destroyed by casualty loss.

10.8 Destruction of Common Area. In the event of partial or total destruction of the Improvements within the Common Area, it shall be the duty of the Association to restore and replace the same as promptly and efficiently as reasonably practical. The proceeds of any casualty insurance maintained pursuant to this Declaration shall be used for such purpose, subject to the prior rights of Mortgagees whose interest may be protected by such policies. To the extent the insurance proceeds are insufficient to complete such reconstruction, Assessments for reconstruction may be levied by the Association against each Lot to provide the necessary funds. In the event any excess insurance proceeds remain after any reconstruction by the Association, the Association shall retain such sums and utilize the same to offset future Common Expenses.

10.9 Manager. The Association may employ or contract for the services of a professional manager or management company ("Manager"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Declarant or any affiliate of Declarant to act as Manager pursuant to the terms of this Article 10.9.

#### DECLARATION - 17

10.10 Common Area Maintenance Contractor. The Association or Manager may employ or contract for the services of a professional maintenance contractor ("Contractor") for the maintenance of all landscaping and Common Areas within the Property, provided that such Contractor has a demonstrated ability to maintain such landscaping, including the watering, mowing, fertilizing and caring for all shrubs and trees so that no landscaping shall be permitted to deteriorate to a dangerous, unsafe or unsightly condition, and to otherwise maintain the Common Areas in accordance with the terms and conditions of this Declaration. Any such Contractor shall maintain insurance in such amounts as are customary for such Contractors. No contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association or Manager with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Contractor so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Contractor of any such duty, power or function so delegated by or on behalf of the Board. The Association or Manager may contract with Declarant or any affiliate of Declarant to act as Contractor pursuant to the terms of this Article 10.10.

10.11 Eminent Domain. In the event of a threatened taking or condemnation of all or a portion of the Common Area, the Association shall represent all Owners in connection with such proceedings. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking or condemnation and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging a condemnation action. Any awards received on account of the taking or condemnation of any portion of the Common Area shall be paid to the Association, who may retain such award and utilize the same to offset future Common Expenses.

10.12 Liability of Declarant, Board Members and Officers. Neither the Declarant, nor any member of the Board nor any officers of the Association, including all agents and employees of the same, shall be personally liable to any Owner, Member, Occupant or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board, an officer, including all agents and employees of the same; provided that such person acted in good faith and without intentional misconduct. The Association shall hold harmless, indemnify and defend all such aforementioned persons or entities from any suit or proceeding which may arise as a result of a decision made in good faith and without intentional misconduct within the scope of such person's Association responsibilities.

10.13 Dissolution of Association. The Association shall not be dissolved without the prior express written consent of the City of Meridian. In the event the Association is dissolved or transfers by separate instrument any of its obligations and responsibilities to another person or entity, such person or entity shall accept responsibility for managing the Common Areas and otherwise assume all obligations and duties of the Association contained herein.

## ARTICLE 11 - ARCHITECTURAL CONTROL COMMITTEE

11.1 Creation: Declarant's Right of Appointment. Within thirty (30) days of the date on which Declarant first conveys a Lot to an Owner, Declarant shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural control committee (the "ACC"). Thereafter, at any time, and from time to time, until the Class B Member Termination Date, Declarant shall have the exclusive right, in Declarant's discretion, to appoint, remove and replace all members of the ACC. Following the Class B Member Termination Date, the Board shall have the right to appoint, remove and replace the members of the ACC. If a vacancy on the ACC occurs and a permanent replacement has not yet been appointed, Declarant or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year. A member of the ACC need not be an Owner. Members of the ACC may be removed immediately by the Person appointing them at any time without cause. The ACC shall be responsible for review and approval, pursuant to this Article 11, of all initial Improvements, any subsequent Improvements or any changes to any existing Improvements that any Owner proposes to place on any Lot. Pursuant to Section 11.3 below, the ACC shall review, study,

### DECLARATION - 18

and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the ACC Guidelines. The actions of the ACC in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

11.2 Improvements Generally. The initial ACC, as appointed by the Declarant, shall draft the ACC Guidelines for the construction and reconstruction of all Improvements on the Property. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the ACC, and without being in compliance with the Project Documents and the ACC Guidelines. The ACC Guidelines shall be developed and used by the ACC to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Area, height, grade and finished ground elevation, natural conditions, landscaping and all aesthetic considerations, and may also include guidelines designed to encourage creative design, by providing general architectural, design and construction guidelines (including Building Area guidelines), landscape guidelines (including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The ACC Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the ACC Guidelines and this Declaration, the Articles or the Bylaws, this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the ACC Guidelines may be modified and amended from time to time as provided in the ACC Guidelines, and in all events can be modified and changed by a majority vote of the Board. Nothing contained in this Article 11 limits any Owner's obligation and duty to ensure that the Owner's Lot development is in compliance with this Declaration, the ACC Guidelines, any other Project Documents and applicable city, county and state laws, rules, regulations and ordinances.

11.3 Expenses. All expenses of the ACC shall be paid by the Association. The ACC shall have the right to charge a fee for each application submitted to it for review in an amount which may be established by the ACC from time to time and such fees shall be collected by the ACC and remitted to the Association to help defray the expenses of the ACC's operation, including reasonable payment to each member of the ACC for their services as provided herein. Without limiting the foregoing, the ACC shall charge the following fees to each Owner (except Declarant):

- \$1,000.00 plan review fee, to be paid upon submission of plans and specifications to ACC for review.

11.4 Non-Liability of ACC Members. Approval by the ACC does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the ACC nor any of its members shall be responsible or liable to the Association or to any Person, Owner, or Declarant with respect to any loss, liability, claim or expense that may arise by reason of any approval or denial of any Improvements. Neither the Board, ACC or any agent thereof, nor Declarant or any of its partners, employees, agents or consultants, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the ACC shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the ACC's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the ACC to the extent any such member of the ACC shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the ACC, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

11.5 Variances. The ACC, in its sole discretion, may authorize variances from compliance with any of the ACC Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be



signed by at least three (3) members of the ACC. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration, or the ACC Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration, or the ACC Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property including, but not limited to, zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

11.6 Declarant's Exemption. Any and all improvements constructed by Declarant on or to the Property are not subject to review and approval by the ACC.

## ARTICLE 12 - ASSESSMENTS

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

12.2 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the Owner's Lot and the land thereof and shall be a continuing lien upon the property against which each such Assessment or charge is made. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of such Owner's Lot.

12.3 Regular Assessments. Regular Assessment shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as reasonably determined by the Board for the maintenance and operation of the Common Areas and other areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governments, premiums for all insurance which the Association is required or permitted to maintain, landscaping and care of grounds, legal and accounting fees, and any deficit remaining from previous periods.

12.4 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:

12.4.1 To defray, in whole or in part, the cost of any construction or reconstruction of improvements on a Common Area, unexpected repair or replacement of a Common Area or any facility located thereon or an easement area controlled by the Association, the furnishing of special service(s) (other than those appropriate for Limited Assessments) or for any other expenses incurred or to be incurred as provided in this Declaration; and/or

12.4.2 To defray a deficit in the common and ordinary expense of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

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

**12.5.1 Management and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the reasonable 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 Lot and the Owner thereof shall pay for the costs of such maintenance and repair and any other costs and expense, including attorneys' fees arising out of or incident to such maintenance and repair and the Assessment therefor.

**12.5.2 Correction of Violations.** In addition to maintenance and repair, the Association, upon the failure or refusal of an Owner to correct a violation of this Declaration or other rules and regulations, shall have the power to correct any violation on a Lot or an Improvement on a Lot. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in this Declaration.

**12.6 Assessments Against Declarant.** For two (2) years following the date Assessments are assessed against the Owners pursuant hereto, Declarant shall not be assessed any Regular Assessments for each Lot within the Property of which Declarant is an Owner. However, during such two (2) year period, Declarant shall pay an amount equal to the Operating Expenses shortfall of the Association (if any) (the "Shortfall Payment"), which Shortfall Payment shall be an amount less than or equal to the Regular Assessments multiplied by the total number of Lots owned by Declarant on the date Regular Assessments are assessed. Without limiting the foregoing, Declarant shall be obligated to make such Shortfall Payment only if the actual Operating Expenses incurred by the Association during any given fiscal year are more than the revenue collected by the Association from Regular Assessments for such fiscal year. Declarant's Shortfall Payment shall end two (2) years after the date Assessments within the Property begin. Thereafter, Declarant shall be assessed Regular Assessments for each Lot of which Declarant is an Owner.

**12.7 Rate of Assessment.** Each Owner shall pay that percentage of the total Assessments as determined by dividing the Allowable Floor Area of such Owner's Building by the total Allowable Floor Area of all Buildings constructed or to be constructed within the Property as certified by the Association. Without limiting the foregoing, each Owner shall pay Assessments prior to construction of Improvements on such Owner's Lot, and such Owner's share of the Assessments shall be calculated by dividing the maximum Allowable Floor Area allowed on the Owner's Lot by the total Allowable Floor Area of all Buildings in the Property.

**12.8 Interest and Penalties.** Any Assessment, not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time. Such interest shall commence on the date the Assessment becomes due and payable. The right of the Board to charge interest 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.

**12.9 Assessment Period.** Unless otherwise provided in the Project Documents, the Assessment period for the Association shall be determined by the Board. The first Assessment shall be prorated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board. In addition to the first Assessment, each Owner, upon taking title to a Lot in the Development, shall pay to the Association a one-time account set up fee in the amount of One Thousand and No/100 Dollars (\$1,000.00).

**12.10 Notice and Assessment Due Date.** Except with regard to the first Assessment, thirty (30) days prior written notice of Regular Assessments and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The due dates for installment payment of Regular Assessments and Special

Assessments shall be the first day of each month or quarter, as the case may be, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date. There may accrue, at the Board's discretion, within each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

12.11 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 written statement stating whether or not a particular Owner is in default under the provisions of this Declaration and the amount of any Assessments due or previously paid as to such Lot and such other matters as the Board deems reasonable to respond. The Association shall have the right to charge a reasonable fee for the certification herein provided.

#### ARTICLE 13 - ENFORCEMENT OF ASSESSMENTS

13.1 Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association pursuant to Article 10.6 above 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 or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Declaration or other rules and regulations, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees and all other costs and fees in connection therewith.

13.2 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 pursuant to this Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior to and superior to all other liens or claims created subsequent to the recordation of this Declaration except only for: (i) valid tax and other government assessments or liens; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust duly recorded in Ada County, Idaho; and (iii) labor or materialman's liens. All other lien holders acquiring liens on any Lot after recordation of this Declaration shall be inferior liens to the lien levied by the Association whether or not such consent is set forth in the instruments creating other such liens.

13.3 Enforcement. Upon the failure of an Owner to pay an Assessment, the lien for Assessments herein created may be enforced by the sale of such Owner's Lot by the Association, such sale to be conducted in the manner provided by law for the exercise of the power of sale in deeds of trust or in any other manner elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses associated therewith, including all attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay any Assessments against the Lot arising during the proceedings. The Association shall have the right to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, and otherwise use the Lot as the Owner thereof.

13.4 Non-Exclusive Remedy. The remedies set forth in this Article 13 or elsewhere in this Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or equity.

## ARTICLE 14 - INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

14.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. No Member or any other Person, excluding Declarant, shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

14.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 14.

14.3 Director's Rights of Inspection. Every director of the Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

## ARTICLE 15 - IRRIGATION WATER

15.1 Irrigation System. Each Lot shall have access to a pressured urban irrigation water system ("Irrigation System") and irrigation water, when seasonally available, will be supplied through the Irrigation System by Locust Grove Water Association (the "District"). It is contemplated that the Irrigation System shall be constructed by Declarant. Following the initial construction of the Development, the Irrigation System shall be owned, maintained and operated by the Association, with all operation and maintenance costs billed proportionately to Owners. Use of and Assessments in connection with the Irrigation System shall be subject to such rules and regulations of the Association governing use of the Irrigation System.

15.2 Non-Potable Water. The non-potable Irrigation System contains inherent dangers. Use of the Irrigation System shall be subject to such rules, regulations, laws and ordinances as may be adopted and amended from time to time, of the local jurisdiction, the City of Meridian, the State of Idaho, and federal government, and the Association, governing the use of the Irrigation System including, without limitation, all requirements of the "Idaho Rules for Public Drinking Water Systems." Each Owner shall clearly mark every non-potable water tap on such Owner's Lot with a warning label or sticker, and shall maintain such label or sticker. No Owner, nor any other person claiming right under any Owner, shall cause or allow to be caused, any connection between the domestic water system and the Irrigation System; provided, however, each Owner, at such Owner's option and expense, may cross-connect to the City of Meridian's domestic water system to water the Owner's Lot in the event irrigation water is not available through the Irrigation System. In such event, the City of Meridian will bill each Owner directly for the use of such domestic water supply.

15.3 Water Unreliable. The area of the country where the Development is located is desert. Irrigation water is not always reliable and such water is not unlimited. Irrigation water may not be available due to, without limitation, drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Owners or any other causes. Each Owner assumes the risk of any water shortage and, in the event that there is a water shortage, each Owner must be prepared to use such Owner's domestic water supply. No Lot shall have any right to an extended water season, and Declarant, the District or the Association shall have no obligation to provide water over an extended season or supplemental water. All costs of extended season or supplemental water, if any, shall be included at the cost of operation of the Irrigation System and shall be assessed to the Lots.

15.4 Rotation. No Lot in the Development shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the Irrigation System, nor is any Lot guaranteed enough water from the Irrigation System to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Owner by accepting a deed to a Lot in the Development, agrees to be bound by and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Lots by the District, Declarant or Association.

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

15.6 WARNING! IRRIGATION WATER IS NOT DRINKABLE.

Notice is hereby given to each Owner in the Development that the water in the Irrigation System is NOT fit for human consumption. It contains untreated ditch or pond water, which may contain dirt, hazardous wastes or farm chemicals or disease-causing organisms. Drinking of the Irrigation water may make a person sick, and could result in death or permanent disability.

**NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM!**

It is the duty of each Owner to: (a) educate all guests, tenants and invitees that the water from the Irrigation System is not drinkable; (b) ensure that ALL of the faucets and risers in the Irrigation System are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency; (c) not remove any existing tags or other warning markers from the Irrigation risers; and (d) not install, or maintain the installation of, any cross connections between the Irrigation System and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the Irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

15.7 No Liability for Quality or Quantity of Water. Neither the Association nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability of any kind to any Owner, Occupant, Association, and/or any others for any losses, damages, or bodily injuries relating in any respect to the quantity or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, Occupant and Association accepts the risk of using the irrigation water and waives and releases Declarant and the Association (and any Members, employees, agents, officers, shareholders or directors thereof) from any and all claims relating thereto.

**ARTICLE 16 - GENERAL PROVISIONS**

16.1 Annexation of Other Properties.

16.1.1 Right of Declarant to Annex Other Properties. Declarant may, in its discretion, at any time and from time to time, and without having to obtain the consent, approval or signature of any Person or Association (other than the title holder of such additional real property), elect to bring additional real property (whether or not owned by it) within the jurisdiction of this Declaration ("Annexed Property"); provided however, that the addition of any Annexed Property must be consistent with the general purposes and intent of the Project Documents. Declarant is not obligated in any manner by this Declaration to annex additional real property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Article 16 or may elect to exercise such rights only to a limited extent. No real property shall become Annexed Property or be included within the jurisdiction of this Declaration without the prior express written consent and approval of Declarant.

16.1.2 Supplement. The additions authorized by the provisions of this Article 16 shall be made by recording in the County Records a supplement to this Declaration with respect to any Annexed Property, which shall extend the jurisdiction of this Declaration to the property to be annexed and shall be executed by the fee title holder(s) of such Annexed Property, as well as by Declarant ("Supplement"). In addition, each Supplement for Annexed Property shall contain such Restrictions as are not inconsistent with the intent and purpose of this Declaration. Upon recording any Supplement for Annexed Property, the provisions of this Declaration (except as modified, altered, limited or supplemented in the Supplement) shall apply to such Annexed Property as if such Annexed Property had been part of the Property upon the effective date of this Declaration.

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

16.3 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2030, unless amended as herein provided. After December 31, 2030, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Owners holding at least eighty percent (80%) of the voting power of the Association and such written instrument is recorded in the real property records of Ada County.

16.4 Amendment.

16.4.1 By Declarant. Until the Class B Member Termination Date, the provisions of this Declaration may be amended, modified, clarified, supplemented, restated, or added (collectively such actions shall be referred to as an "amendment") by Declarant by recordation of a written instrument setting forth such amendment.

16.4.2 By Owners. Upon and after the Class B Member Termination Date, any amendment to any provision of this Declaration, other than to this Section 16.4.2, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than eighty percent (80%) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County, Idaho Recorder's Office. Any amendment to this Section 16.4.2 shall require the vote or written consent of Owners holding ninety-five percent (95%) of the voting power of the Association.

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

16.5 Notices. Any notice, request, demand, claim, appeal and other communication permitted or required to be delivered hereunder shall be deemed received: (a) when personally delivered; or (b) three (3) days following deposit in the United States Mail, postage prepaid, return receipt requested; or (c) one (1) day following deposit with a recognized overnight courier service. All notices sent pursuant

to this Article 16.5 shall be at the addresses listed in the Association records, as changed from time to time.

16.6 Enforcement and Non-Waiver.

16.6.1 Right of Enforcement. Except as otherwise provided herein, any Owner, Association, or Declarant shall have the right to enforce any or all of the provisions hereof against any Lot within the Property and against the Owners thereof. This general right of enforcement shall be in addition to any other enforcement rights contained in this Declaration.

16.6.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or any other applicable rule, is hereby declared a nuisance and will give rise to a cause of action in Declarant, Association, or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

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

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

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

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

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

16.7.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 16.7.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

16.8 Recitals and Exhibits. The recitals to this Declaration and any exhibits attached hereto are incorporated herein by this reference.

16.9 Consents Required. Any agreements, approvals or consents required or contemplated herein must be in writing and executed by the individual or entity whose consent, approval or agreement is required. In no event shall an Owner's required consent or approval be unreasonably withheld, conditioned or delayed. In the event the consent or approval of the Association is required for an activity, improvement or otherwise, in addition to an Owner's approval or consent, the consent or approval of the

Association shall establish a rebuttable presumption that an Owner's refusal to provide, conditions or delays in providing the required consent or approval is unreasonable.

#### ARTICLE 17 - RESOLUTION OF DISPUTES

17.1 Avoiding Costs of Litigation and Limiting Right to Litigate Disputes. The Association, Declarant, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties"), shall encourage the amicable resolution of disputes involving the Property, and avoid the emotional and financial costs of litigation if at all possible. Accordingly, all claims, grievances or disputes between such Bound Party and any other Bound Party, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Project Documents and/or the Association rules (collectively "Claim"), shall be subject to the procedures set forth herein.

17.2 Mandatory Procedures for All Other Claims. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") shall not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of such Claim until the Claimant has complied with the following procedures:

17.2.2 Negotiation. Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation.

17.2.3 Mediation. If the Parties do not resolve the Claim through negotiation, Claimant shall submit the Claim to mediation under the auspices of Idaho law. If the results of mediation are unsatisfactory to either Party, either Party shall then have all remedies at law or equity.

17.3 Allocation of Costs of Resolving Claims. Each Party shall bear all of its own costs incurred prior to and during the proceedings described herein, including the fees of its attorney or other representative. Each Party shall share equally all charges in connection with mediator(s).

[end of text]



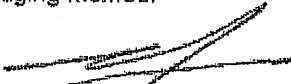
IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the date first written above.

QUASAR DEVELOPMENT LLC,  
an Idaho limited liability company

By: McGraw & Co., Inc., an Idaho corporation,  
its Managing Member

By:   
Richard W. McGraw, President

By: Mirlyn, Inc., an Idaho corporation,  
its Managing Member

By:   
Bradley M. Minasian, President

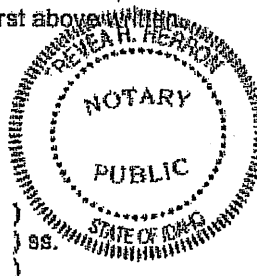
By: A. Alvaro Real Estate, Inc., an Idaho corporation,  
its Managing Member

By:   
Amanda Alvaro, President

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard W. McGraw, known or identified to me to be the President of McGraw & Co., Inc., the Managing Member of Quasar Development, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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



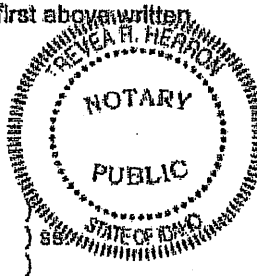
Debra H. Herron  
Notary Public for Idaho  
Residing at Canyon County  
My commission expires: MY COMMISSION EXPIRES

June 23, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Bradley M. Minasian, known or identified to me to be the President of Mirlyn, Inc., the Managing Member of Quasar Development, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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



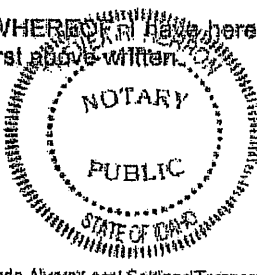
Debra H. Herron  
Notary Public for Idaho  
Residing at Canyon County  
My commission expires: MY COMMISSION EXPIRES

June 23, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 20 day of November, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Amanda Alvaro, known or identified to me to be the President of A. Alvaro Real Estate, Inc., the Managing Member of Quasar Development, LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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



Debra H. Herron  
Notary Public for Idaho  
Residing at Canyon County  
My commission expires: MY COMMISSION EXPIRES

June 23, 2011  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

DECLARATION - 29

**EXHIBIT A**

**Legal Description of the Property**

A portion of Lot 19 of Amended Magic View Subdivision located in the SE 1/4 of Section 17, Township 3 North, Range 1 East, Boise, Meridian, Ada County, Idaho, according to the official plat of the Wyndstone Place Subdivision, recorded on November 7, 2006, in Book 96 of Plats, at Pages 12047-12048, Official Records of Ada County, Idaho.

EXHIBIT B  
Site Plan

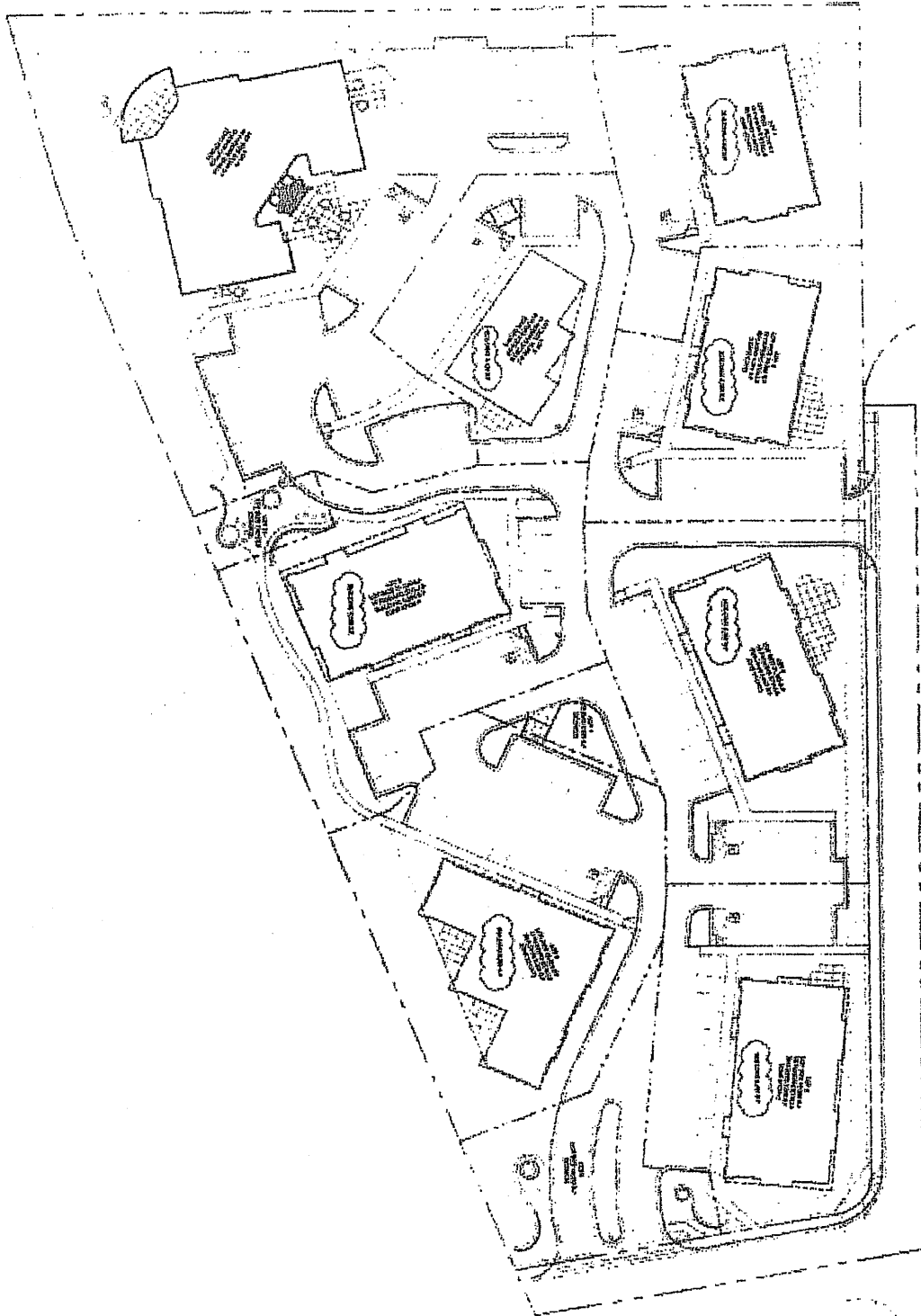


EXHIBIT C  
Master Sign Program & Pylon Sign

WYNDSTONE PLACE COMMERCIAL BUSINESS CENTER  
MASTER SIGN PROGRAM  
November 2006

The master sign program is intended to insure that this development provides appropriate signage for business identification as well as providing a base line for permitting purposes within the City of Meridian.

**Freeway multi-tenant Pylon Sign – One 40' Center sign is Allowed.**

There are nine (9) separate panels on the pylon sign: six (6) panels measuring 2'6" x 11'6" V.O. (collectively, the "Large Panels") and three (3) panels measuring 1'7½" x 11'6" V.O. (collectively, the "Small Panels"). The top two (2) Large Panels shall be reserved for the use by the Owner and occupants of Lot 10, at the discretion of the Owner of Lot 10. The other Large Panels shall be used by the Owners or occupants of Lots 3, 4, 6 and 8 on a first-come, first-served basis. The Small Panels shall be used by the Owners or occupants of Lots 1, 2 and 9 on a first-come, first-served basis.

**Freestanding Signs:**

A monument sign to be provided and placed on each lot to identify businesses within the Development by the Developer. One Monument sign is permitted per street frontage not to exceed 5' in overall height and 40 square feet in sign area. Signs must be set back a minimum of 5' from front or side property lines.

**Wall Signs:**

Each business is permitted a wall sign not to exceed 6% of the fascia area to which it is attached. (Lease frontage for multi tenant).

All wall signs are to be consistent with pan channel letter design.

*Sculpted cabinets and / or bullet cabinets are allowed when used in conjunction with pan channel letters.*

All wall signs of channel letter design are to be on raceways with no exposed tubing or conduit.

**Window / Door Vinyl:**

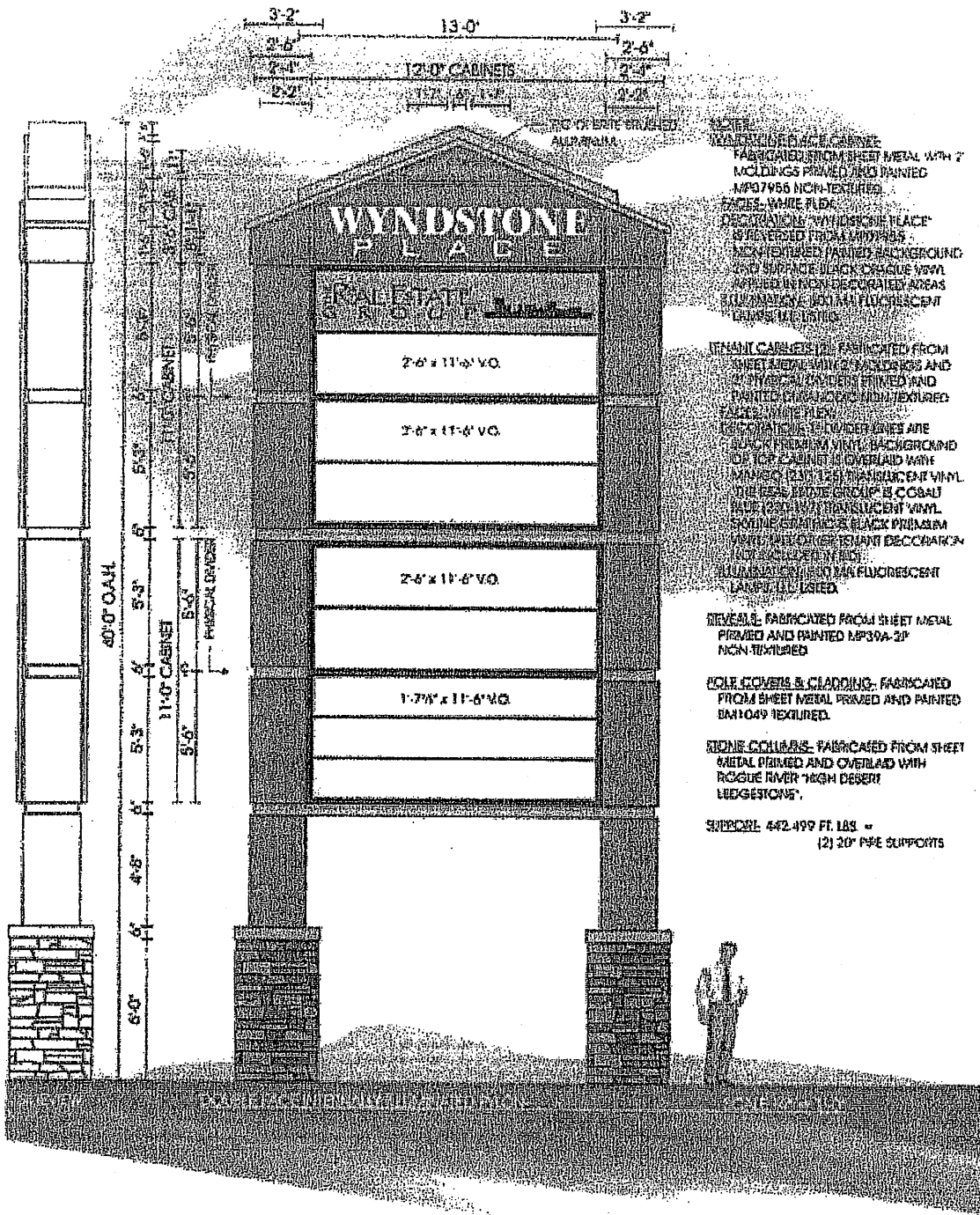
Each business is permitted to display the name of their business and the operating hours on the entry window / door area. Seasonal displays are permitted.

**Lease Inclusion:**

This Planned Sign Program shall be included in the Lease for each individual tenant.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Quasar Development, LLC  
Property Owner



REVEAL: FABRICATED FROM SHEET METAL WITH 7 MOLDINGS PRIMED AND PAINTED MP97956 NON-TEXTURED. FACES WHITE FLECK. DECORATIONS: 'WYNDSTONE PLACE' STYLED FROM MP97955. BACKGROUND AND SURFACE: BLACK VINYL APPLIED IN NON-DECORATED AREAS. ILLUMINATION: 100% FLUORESCENT LAMP/ALL LISTED.

RENTAL CABINETS: 1200 FABRICATED FROM SHEET METAL WITH 7 MOLDINGS AND 20 STAYS. MOLDINGS PRIMED AND PAINTED MP97956 NON-TEXTURED. FACES WHITE FLECK. DECORATIONS: 'WYNDSTONE PLACE' ARE BLACK FREEMAN VINYL BACKGROUND OR TOP CABINET IS OVERLAD WITH MANSION (231125) TRANSPARENT VINYL. THE 6546 BRUTE GROUP IS COBALT BLUE (230117) TRANSPARENT VINYL. SURFACE: BLACK PRIMER WITH WHITE OVER RENTAL DECORATION. ILLUMINATION: 100% FLUORESCENT LAMP/ALL LISTED.

REVEAL: FABRICATED FROM SHEET METAL PRIMED AND PAINTED MP30A-20 NON-TEXTURED.

SOLE COVERS & CLADDING: FABRICATED FROM SHEET METAL PRIMED AND PAINTED BA1049 TEXTURED.

STONE COLUMNS: FABRICATED FROM SHEET METAL PRIMED AND OVERLAD WITH ROGUE RIVER HIGH DESERT LEEGESTONE.

SUPPORT: 442-499 FT. LBS. = (2) 20" PFE SUPPORTS

COPYRIGHT © 2004  
 PREPARED BY: SIGMA  
 FILE NO.: WYNDSTONE PLACE  
 DATE: 4-4-06  
 CLIENT: WYNDSTONE PLACE  
 2500 CANTON AVENUE  
 SHERMAN, TX  
 DESIGNER: BIRNBAUM BROS.

REVISIONS
NO. DATE BY

THIS IS A PRELIMINARY DESIGN SUBMITTED FOR YOUR PERUSAL AND IS SUBJECT TO CHANGE WITHOUT NOTICE. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO BE MADE MUST BE APPROVED BY THE ARCHITECT. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE ARCHITECT'S LIABILITY IS LIMITED TO THE DESIGN SERVICES PROVIDED.

EXHIBIT C - 2