

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2001 AU -1 AM 10:38

RECORDED-REQUEST OF

FEE 48.00 DEPUTY *Man...*

101077457

PIONEER TITLE

For Recording Information

DECLARATION OF PROTECTIVE COVENANTS
FOR STOKESBERRY SUBDIVISION
MERIDIAN, IDAHO

This Declaration of Protective Covenants for Stokesberry Subdivision commonly known as Carol Professional Center (hereinafter referred to as this "Declaration") is made effective this 3rd day of July, 2001, by Properties West, Inc., an Idaho corporation ("Declarant"), as the owner of that certain real property located in Ada County, which real property is legally described as Lots 1 through 8 of Stokesberry Subdivision, recorded in Book 82 of Plats at Page 8898 of the official records of Ada County, Idaho, which real property is hereinafter referred to sometimes as the "Property," or as "Stokesberry Subdivision".

WITNESSETH:

WHEREAS, Stokesberry Subdivision is being developed as an office complex by Declarant, and Declarant desires to provide for the preservation of the values and amenities thereof for the benefit of the Property, to create certain easements appurtenant to all or a part of the Property, and to provide for the use, maintenance, and repair thereof for any and all subsequent Owners (as defined hereinafter), all of which shall inure to the benefit of and pass with the Property, and shall apply to and bind successors in interest and any subsequent Owners thereof.

NOW THEREFORE, Declarant hereby declares that any interest in the Property is and shall be held, conveyed, and occupied subject to the covenants, conditions, easements, charges, liens, assessments, restrictions, and reservations hereinafter set forth.

I. THE PROPERTY.

The Property affected hereby and subject to this Declaration is commonly known as Lots 1 through 8 of the Stokesberry Subdivision, located within Meridian City, Ada County, State of Idaho.

II. DEFINITIONS.

The following words, when used in this Declaration or any supplemental or amended Declaration (unless the context shall specifically provide otherwise), shall have the following meanings, interpretations and effects:

- A. "Architectural Committee" shall mean the Architectural Committee created by Declarant pursuant to Article Section V hereof.
- B. "Association" - Stokesberry Subdivision Owners' Association, Inc., a nonprofit corporation organized, or which may be organized, under the laws of the State of Idaho, its successors and assigns.

- C. "Bylaws" - Bylaws of the Association.
- D. "City" - Meridian City, an Idaho municipal corporation, and its successors.
- E. "Common Area" shall mean and shall include, without limitation, all such portions of the Property that are designated on the Plat as common ingress/egress public utility easement, and may include, without limitation, private streets or drives, landscaped areas, trash enclosure(s), storm water drainage facilities, fencing, parking areas, directional and informational signs in connection with private streets and drives and parking areas, and commonly used business sign(s) located or to be located on Lot 1 Block 1 of the Property.
- E. "Easement Parcel" - The term "Easement Parcel" shall mean and include all portions of Lots 1 through 8 being or to be created, designated, established or reserved on the Plat as the "public utilities, drainage and irrigation easement", the "storm drain easement" and the "ingress, egress easement".
- F. "Improvements" - Any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property including, without limitation, buildings, fences, streets, drives, driveways, sidewalks, curbs, landscaping, signs, street signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, sewer facilities, storm water drainage facilities and fixtures of any kind whatsoever.
- G. "Lot" - Any Lot or Lots within the Property upon which a building or buildings and appurtenant structures may be erected including, without limitation, any Lot or Lots appearing on the Plat.
- H. "Owner(s)" - The person(s) or other legal entity, including Declarant, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.
- I. "Permittees" - The term "Permittees" shall mean and refer to all mortgagees, lessees, occupants, and such other persons as from time to time shall possess or acquire an interest in Lots 1 through 8 of the Property, or any portion thereof, and all customers, employees, licensees, tenants and business invitees of such and their respective successors and assigns.
- J. "Plat" - That subdivision plat covering the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof, in Book 82 of Plats at Page 8898.

III. PURPOSE.

The purpose of this Declaration is to seek to ensure the proper development and use of each Lot; to protect the Owners, tenants or occupants, present or future, of all Lots against the improper development and use of each Lot as will depreciate the value of each Owner's Lot; to prevent the erection in Stokesberry Subdivision of Improvements of unsuitable design, or those built using improper or unsuitable materials, or which otherwise violate the terms of this Declaration; to prevent haphazard and inharmonious Improvements; to secure and maintain sufficient setbacks from streets and adequate open spaces between structures; and, in general, to establish and maintain the values and amenities of an attractive setting for business. This Declaration is further intended to complement applicable governmental and municipal regulations, and where conflicts occur, the most restrictive requirements shall be applied.

IV. IMPROVEMENT COVENANTS.

No Improvements shall be constructed by the Owners on a portion of the Property unless they comply with the provisions of this Declaration.

A. Zoning. The zoning of Stokesberry Subdivision is "Mixed Use" in accordance with Meridian City Zoning Code (hereinafter referred to as the "Zoning Code"). All Improvements shall conform to the Zoning Code and any applicable approvals or codes of Meridian City. Any application to change the zoning of any Lot including, without limitation, the parking standards, requires the prior written approval of Declarant or, if Declarant owns fewer than two (2) Lots, the Association. Notwithstanding anything herein to the contrary, Declarant reserves the right to change the use and zoning of any Lot Declarant owns, subject only to approval by the City.

B. Construction.

1. All Improvements shall be constructed with high quality permanent materials and shall be designed to be durable and easily maintained. All Improvements and other structures within Stokesberry Subdivision shall have exterior walls constructed of attractive materials which have been approved by Declarant or, if Declarant owns fewer than two (2) Lots, the Association. Subject to Declarant's (or the Association's, if applicable) review and approval of color, design and application, all exterior materials shall be face brick, stone, glass, exposed aggregate panels, textured concrete, steel, aluminum or wood. Equivalent or better materials and any combination of the above materials may be used in well conceived and creative applications as approved by The Architectural Committee. Accessory structures and enclosures and any structures that are appurtenant to any building shall be approved by Declarant (or the Association, if applicable and Meridian City, if applicable), and shall be of similar or compatible materials, design and construction. Plans and Specifications (as defined hereinafter) shall include, without limitation:

Single story professional office buildings:

Exterior building materials shall be stucco, brick, or wood siding.
Glazing shall be clear or tinted glass. Highly reflective or "black" glass is not allowed.
Roof construction shall be pitched with a minimum slope of 4 in 12.
Roofing materials shall be composition or wood shingles or shakes.
Roof top mechanical equipment shall be located in roof wells and shall be totally screened from view by the roof construction.

Two story office/R&D buildings:

The predominate building material shall be concrete with a textured paint coating or exposed aggregate finish.
Glazing shall be clear or tinted glass. Highly reflective or "black" glass is not allowed.
Exterior window wall system shall be aluminum or steel.
Roof construction shall be "flat" with exterior parapet walls.
Roof top mechanical equipment shall be screened from view with opaque screening material that is visually compatible with the materials of the building

2. Exterior mechanical and electrical equipment including, without limitation, air conditioning and heating equipment, air handling equipment, transformers, trans closures, pump houses, vents and fans, whether mounted on the roof or walls of any building or on the ground, shall be placed or screened so that the predominant design lines of the building or structure continue without visual distraction or interruption. Any such equipment shall be adequately screened from adjacent streets and abutting Lots by approved fence, wall, door, landscaping or combination thereof. The height of any such screening shall be at least equal to the height of the equipment to be screened.

3. All Plans and Specifications (as defined hereinafter), shall provide for the underground installation of all utilities and shall provide for appropriate safety measures or other controls, whether of a temporary or permanent nature, as may be prudent under the circumstances, and as set forth by local, state, or federal governmental agencies. Wherever feasible, utility connections made above ground level shall be located within buildings. If utility connections are above ground and not within a building, such as exposed utility boxes, where feasible they shall be screened using landscaping or other suitable designs and materials.

C. Objectionable uses. Any use which is deemed by Declarant (or the Association, if applicable) and/or the Architectural Committee to be incompatible or objectionable, including without limitation any use which, in Declarant's (or the Association's, if applicable) opinion, might produce offensive or unusual odors, fumes, dust, smoke, noise or pollution, or which might produce an unusual danger of fire, explosion or other casualty, shall not be permitted in Stokesberry Subdivision. All business, production, servicing and processing shall take place within completely enclosed structures unless expressly approved by The Architectural Committee.

D. Parking.

1. Notwithstanding that the Easement Parcel is intended to provide for cross parking between and among the Lots, each Lot shall contain all required parking facilities entirely within such Lot. Parking on public and/or private street and driveway rights-of-way is expressly prohibited.

2. No storage or overnight parking of trucks shall be permitted except as expressly approved by The Architectural Committee.

3. The number of the required parking spaces shall be subject to the Zoning Code and building code and regulations of the City.

E. Landscaping.

1. All open areas on each Lot not occupied by buildings, structures, outside storage areas, parking areas, street right-of-way paved areas, driveways, walkways and off-street loading areas shall be suitably graded and drained, all in accordance with the Zoning Code and regulations of Meridian City, and shall be landscaped with lawns, trees, and shrubs. A landscape plan must be submitted to the Architectural Committee in accordance with Section V for review and approval. All completed landscaping may not be altered subsequently without the written approval of the Architectural Committee..

2. Parking areas adjacent to a public street and/or the Common Ingress/Egress & Public Utility Easement as depicted on the Plat shall be screened from such street(s) and easement by landscaped berms, hedges, and/or plantings as approved in writing by Architectural Committee.

3. Each Lot also shall be planted with the trees, bushes and other plantings as may be from time to time required by the Architectural Committee. It is recommended that trees be grouped in clusters and oriented to harmonize with adjacent landscaping either in place or proposed.

4. All landscaping on each Lot and on the landscaped portions and curbs of any abutting street right-of-way shall be properly maintained by the Owner or tenant of the Lot upon which such landscaping is located, which maintenance shall include removal of all trash and debris and all necessary cutting, watering, fertilizing, aerating, spraying, pruning and required replacements of such landscaping.

5. All landscaping on each Lot shall be completed within one hundred twenty (120) days after occupancy of a Lot. The time for completion may be extended by Architectural Committee if there are delays caused by adverse weather conditions or by other causes beyond reasonable control. If any Owner fails to undertake and complete its landscaping within the time limit set

forth above, the Architectural Committee may, at its option, after giving such Owner ten (10) days' prior written notice, undertake and complete the landscaping of such Lot in accordance with the approved landscaping plan therefor. If The Architectural Committee undertakes and completes such landscaping because of the failure of the Owner to complete the same, the costs of such landscaping shall be assessed against such Owner and if such assessment is not paid within thirty (30) days after written notice of such assessment from Declarant, such assessment and interest will constitute a lien against the Lot and may be enforced as set forth in Section IX hereof.

F. Trash Enclosures; Fencing. Any trash in garbage, storage, pickup areas, receptacles or dumpsters shall be located within an enclosed building or an area (open to the sky) enclosed by approved fence, wall, door, landscaping or combination thereof. Enclosure height shall be a minimum of six feet and of sufficient height to screen from view the enclosure contents. Construction materials shall be compatible with the materials of the building. Fencing shall be permitted only to secure trash enclosures or in connection with design screening. All fencing must be approved in writing by The Architectural Committee, and be constructed with materials compatible with those used in the building on the Lot on which the fencing is to be located. Gates shall be opaque (chain link fencing with slats is not allowed.)

G. Exterior lighting.

1. Each Lot shall have adequate exterior lighting for its intended use. Exterior lights shall be shielded with non-reflective shields directing light down onto the Lot and away from other Lots, and away from property adjacent to Stokesberry Subdivision. An exterior lighting plan must be submitted to The Architectural Committee in accordance with Section V for review and approval. All wiring for exterior lighting shall be installed underground.

2. No temporary, traveling, flashing or intermittent lighting of any kind shall be permitted.

3. All exterior lighting shall be continuously operated each night from dusk until dawn.

H. Signs and graphics. All signs, visible from the exterior of any building, must be submitted to The Architectural Committee in accordance with Section V for review and approval prior to its installation, and shall be maintained in a safe and presentable condition at all times, including the replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts.

I. Government approvals. The compliance by an Owner with any or all of the provisions of this Section IV herein, or of any other Section of this Declaration, shall not excuse the Owner from complying with all of the Zoning Code, ordinances, statutes, rules, regulations and requirements of the City, State of Idaho, United States, or any other governmental bodies having jurisdiction over the Property.

V. PLANS AND SPECIFICATIONS SUBMITTAL PROCEDURES.

A. Architectural Committee Established. There is hereby established the Architectural Committee who members shall be appointed by Declarant or Association. The Architectural Committee, other than the initial members of the Architectural Committee, shall consist of three voting members of the Association. The initial members shall serve a term of two years each with subsequent terms of one year each. Members of the Architectural Committee shall serve at the pleasure of Declarant until all Lots have been sold. The initial members of the Architectural Committee shall be: Jon Barnes, Jerry Van Engen and Ann Faltin. The Architectural Committee shall have the authority to review the Plans and Specification (defined below) as provided further herein, and shall have the authority to adopt and interpret any development standards contained herein or in designed guidelines (provided for below) adopted by the Architectural Committee, issue approvals and certificates of compliance with this Declaration, inspect any improvements, and enforce the development standards contained herein or in design guidelines adopted by the Architectural Committee. In addition, the Architectural Committee shall

have the authority to issue for time to time design guidelines for the purpose on implementing the provision of this Declaration, and to revise such design guidelines as the Architectural Committee deems appropriate for purposes of implementing this Declaration and the purpose of the Architectural Committee.

B. Required procedures. Prior to application to obtain the various approvals as may be required by the City from time to time, the Owner or its designated representatives must present their proposed Plans and Specifications (as defined hereinafter) to the Architectural Committee. Only after written approval by Architectural Committee as provided for herein, may the Owner commence the approval and permit process with the City.

"Perceived Quality" is the primary goal of Stokesberry Subdivision, Declarant and the Architectural Committee. To achieve a high quality image, both the overall building appearance and the building details should convey a sense of solid, permanent construction. The Architectural Committee or its designated representative will discourage facade treatments that are associated with impermanent, hastily-built, or obviously inexpensive construction materials or techniques. If inexpensive materials are used, The Architectural Committee or its designated representative expects that every effort will be made in both design and construction detailing to "ennoble" or "enrich" rather than further cheapen the effect of the materials.

Lots in Stokesberry Subdivision are relatively wide. However, the finished viewscape should not create the impression of oversized buildings pushing too close to the public right-of-way or Easement Parcel. The interest here is to provide additional landscape rather than to fill the Lot with a structure. Proportion is a somewhat subjective issue, but the designer should be aware that this is an issue which will not be ignored by the Architectural Committee or its designated representative. Another goal of Stokesberry Subdivision, Declarant and the Association is to achieve a high level of consistency of design on all surfaces of the buildings and other Improvements in Stokesberry Subdivision. Buildings that may attempt a statement of quality on their frontage but abandon all pretense of design or quality on their sides and rear will not be approved.

C. Submission of documents. The Owner or its designated representatives shall submit detailed information in writing regarding the proposed use of the Lot, copies of all permits and any accompanying correspondence, and other plans submitted for governmental approval, and a full set of construction plans, drawings, and specifications showing or stating all aspects of the exterior of the proposed Improvements, site layout, landscaping and engineering of the proposed Improvements, including without limitation, the following, referred to herein as the "Plans and Specifications":

1. Location of all structures, easements, street rights-of-way, and setback lines.
2. Location of all walks, driveways and curb lines.
3. Layout and location of all parking areas, including location and dimensions of all spaces, circulation aisles, islands, and curbs.
4. All landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material.
5. Location, height, intensity and fixture type of all exterior lighting.
6. Location, size and type of all pipes, lines, conduits and appurtenant equipment and facilities for the transmission of sanitary sewage, storm water, water, electricity, gas, telephone, steam and other utility services.
7. Location, size and type of all fencing.

8. Architectural floor plans showing building elevations (all faces of the proposed Improvements), and all other exterior details of each building.
9. Building exterior material and color information, including samples.
10. Permanent sign and information and directional sign designs (showing location, size, type and material and color information).
11. Site coverage data and calculations.
12. Parking data and calculations, including base data for projected needs.
13. Site drainage data and calculations as provided by licensed engineer.
14. Description of proposed use.

D. No use prior to approval. No Improvements, building, structure, or sign of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto or permitted to remain on any Lot, nor shall any use be commenced of any Lot, unless and until the Plans and Specifications have been submitted to, reviewed and approved in writing by the Architectural Committee in accordance with this Section V. No Lot Owner shall apply to any public authority for any construction or building permits for any project before written approval of the Plans and Specifications has been given by the Architectural Committee.

E. Changes. No construction or use that is inconsistent with, in addition to or materially different, as determined by the Architectural Committee, from any previously approved Plans and Specifications shall be commenced or permitted until final construction drawings and specifications reflecting such change or addition has been approved in accordance with this Section V.

F. Approval and disapproval.

1. Standards. The Architectural Committee shall have the right to disapprove any Plans and Specifications because such fail to comply with any requirement of this Declaration or because they fail to include any information which is required by this Declaration or which reasonably may otherwise have been requested by the Architectural Committee. The approval or disapproval of the Architectural Committee pursuant to the general provisions of this Declaration shall not be deemed to be limited by reason of any specific illustrations or requirements set forth herein. Approval shall be based, among other things on development standards contained herein and/or the design guidelines, the adequacy of Lot dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring Lots, operations, and uses; finished ground elevation and landscaping being compatible with that of neighboring portions of the Property; proper facing of main elevation with respect to nearby streets; and conformity to the plans and specifications to the purposes and general plan and intent of these Covenants. The Architectural Committee shall not arbitrarily or unreasonably withhold its approval.

2. Time for approval. The Architectural Committee shall approve, disapprove or request any additions or supplemental information relating to any Plans and Specifications within thirty (30) days after all Plans and Specifications (in the form and substance acceptable to The Architectural Committee and in accordance with this Declaration) are submitted, unless during such thirty (30) day period, The Architectural Committee determines that, as a result of the nature of the submittal or the issues raised thereby, an additional period of time is necessary, in which case The Architectural Committee shall notify the Owner that an additional thirty (30) day period is required.

G. Discretion; waiver. The Architectural Committee may, in its sole discretion, waive any of the provisions of Section V as it may pertain to a particular Owner or Lot. The Architectural Committee, Declarant and/or the Association, and their respective successors or assigns, shall not be liable in damages to anyone submitting Plans and Specifications to them for approval, or to any Owner or occupant of the Property, by reason of a mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or carry out the intent of, this Declaration. Every person who submits Plans and Specifications to the Architectural Committee for approval agrees, by submission of such Plans and Specifications, and every Owner or occupant of any portion of the Property or any Lots agrees, by acquiring title thereto or an interest therein, that such person will not bring any action or suit against the Architectural Committee, Declarant and/or the Association to recover such damages, and each Owner or occupant of any portion of the Property hereby waives any claim or right for damages or liabilities from the Architectural Committee and/or the Declarant and/or the Association which may result from such determination or waiver.

VI. STORM DRAINAGE, SANITARY SEWER AND UTILITY EASEMENTS

A. Reservation of easements. The utility easements shown on the Plat, together with the right of access thereto, are hereby declared, granted and reserved for the common non-exclusive use and benefit of all Owners and occupants of the Property and all persons now or hereafter acquiring any interest therein, for the construction, installation, use, maintenance, repair and replacement of, without limitation, such water and gas mains, sanitary sewer and storm sewer lines, laterals, feeders and basins, electrical conduits and transformers, communications facilities, and the accessory facilities relating to all of the foregoing, as shall be necessary or required by law to serve the Property, provided, however, that all such facilities and conduits shall be located underground, and shall not materially interfere with or disturb the use of the surface of the land under which such facilities are located, installed or constructed. Such utility easements shall be appurtenant to and run with the land, in perpetuity, and shall inure to the benefit of and be binding upon Declarant and all Owners, their grantees and successive grantees, and the heirs, personal representatives, successors and assigns of all of them.

B. Connections to utility lines. The Owner of any Lot shall have the right at any time and from time to time to make and install water taps, sewer connections, stubs, laterals, feeders and other conduits connected to and extending from the water mains, sanitary sewer lines and storm sewer lines and other utilities installed and maintained within such utility easements, provided that the location or relocation of such connecting facilities and conduits shall be subject to the prior written approval (which shall not be unreasonably withheld or delayed) of Declarant or the Association, if applicable, and of any other Owner under or on whose Lot such connecting facilities and conduits are to be located, and provided further that such connecting facilities and conduits comply with all laws, ordinances, rules and regulations of governmental authorities and/or public utilities having jurisdiction or authority in respect thereto, and provided further that any such connecting facilities and conduits and the use of the same and the use of such utility easements shall be so arranged, constructed, used and maintained as to avoid any material interference with the use and enjoyment of the land under or on which such facilities and conduits shall be located, and provided further that any Owner installing such connecting facilities and conduits shall promptly repair any and all damage to the Lots caused by such installation. Any Owner installing such connecting facilities and conduits shall maintain the same at its sole cost and expense.

C. Maintenance of easements. The costs of maintenance attributable to the utility easements located outside of the Common Area shall be paid by the Owners of the Lots under or on which such utility easements are located, provided that any maintenance, repair or restoration required as a result of damage caused by extra-ordinary use or misuse shall be paid for by the Owner(s) responsible therefor.

VII. OWNER'S MAINTENANCE OBLIGATIONS.; PRESSURIZED IRRIGATION.

A. Owner's maintenance. Each Owner shall at all times maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed all Improvements on its Lot, so as to keep same in a clean, sightly, safe and first class condition consistent with its original intended appearance

(hereinafter referred to as the "Owner's Maintenance"). Owner's Maintenance shall include, but shall not be limited to: the maintenance of all visible exterior surfaces of all buildings and other Improvements; the prompt removal of all paper, debris and refuse from all areas of its Lot and all snow and ice from paved areas; the operation, maintenance, repair, replacement and removal of all storm water facilities located on its Lot; the repair, replacement, cleaning and revamping of all signs and lighting fixtures; and the mowing, watering, fertilizing, weeding, replanting and replacing of all landscaping. All construction of Improvements shall be promptly commenced and diligently pursued. The Owner of any Lot under construction shall, at all times, keep public and private streets used by such Owner or its contractors, agents or employees in connection with such construction, and the Lot, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

B. Damage to improvements. If any Improvements are damaged or destroyed, the Owner shall promptly (but in no event more than twelve (12) months after the date of the casualty) restore such Improvements to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such Improvements and landscape the Lot pursuant to a landscaping plan approved as provided in Section V hereof.

C. Landscape vacant lot. If the Owner does not commence construction of the Improvements upon such Owner's Lot within twelve (12) months of the date of the recording of a Deed to an Owner, the Owner shall landscape the Lot with no less than an appropriate ground cover, such as field grass or sod, and thereafter maintain such ground cover in a clean, neat and safe condition, keeping it mowed at a height not to exceed four (4) inches until the commencement of construction of the Improvements. The aforesaid twelve (12) month period may be extended with the written approval of Declarant.

D. Right to perform Owner's maintenance. If an Owner shall fail to perform Owner's Maintenance as aforesaid, including the landscaping work in accordance with the provisions hereof, Declarant or Association may give written notice to such Owner specifying the manner in which such Owner has failed to so perform. If such failure has not been corrected within ten (10) days after such notice, or if such work, if it cannot be completed within such ten (10) day period, has not been commenced within such period and thereafter diligently completed, Declarant or Association shall enter upon the Lot and perform such work. Declarant or Association by reason of its performing such work shall not be liable or responsible to the Owner for any loss or damage thereby sustained by the Owner or anyone claiming by or under the Owner. The Owner shall be liable for the cost of such work and shall promptly reimburse Declarant or Association for such cost as provided herein. If the Owner shall fail to reimburse Declarant or Association within thirty (30) days after receipt of a statement for such work from Declarant or Association, then such indebtedness shall be a debt of the Owner, and shall constitute a lien against that Lot on which such work was performed. Such lien shall have the same attributes as a lien for assessments as set forth in Section IX hereof, and Declarant or Association shall have identical powers and rights in all respects, including without limitation, the right of foreclosure.

E. Maintenance easement. Declarant or Association hereby reserves, for itself and for its designees or employees, the free and unrestricted right, license and privilege to have free and unrestricted access upon and across Stokesberry Subdivision and each Lot, and, upon reasonable notice, any Improvements thereon, for the purpose of performing any work Declarant or Association shall have the right to perform pursuant to the provisions of this Declaration including, without limitation, the performance of Owner's Maintenance which an Owner fails to perform. Each Owner, tenant, subtenant or mortgagee, of any Lot, by accepting title thereto or an estate therein, shall be deemed to have consented to the foregoing reservations and to have granted the foregoing rights. Declarant or Association shall use all reasonable efforts to avoid interfering with the normal business operations of anyone occupying such Lots.

F. Pressurized Irrigation. Each Lot shall have access to a pressured irrigation water system ("Irrigation System") to be constructed by individual Lot owners, which Owners shall be responsible for installation and maintenance of the individual irrigation system on their Lot. Use of the Irrigation System shall be subject to such rules and regulations of the Association governing use of the Irrigation system as may be adopted by the Association

from time to time. The amount of water the Association receives will be determined by the Idaho Department of Water Resources and administered by the Nampa Meridian Irrigation District. Payment for water use will be made by the Association. Irrigation water will be pro rated per Lot, regardless of lawn size.

Water from the Irrigation System is not drinkable; each Lot Owner shall be responsible to ensure that the irrigation water within the boundaries of such Owner's Lot is not consumed by any person or used for culinary purposes. 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, State of Idaho, and federal government, if any, and 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 any potable water system and the Irrigation System. Cross-connections of any type or kind whatsoever between the non-potable Irrigation System and Potable water lines are strictly prohibited. Potable water shall no be used for irrigation purposes.

VIII. ADMINISTRATION.

A. Declarant's agent. Declarant may appoint an agent to act in its stead for any or all purposes provided for herein including, without limitation, the granting of all approvals and consents of Declarant as required herein, the assessing, billing and collection of all fees, charges and assessments including the imposition of liens, and the acceptance of service and notices provided for herein. Declarant's appointment of such agent or any change, modification, limitation or termination thereof shall be made by a written notice to all the Owners, sent by United States mail, by certified mail, return receipt requested.

B. Appointment of successor to Declarant. If Declarant transfers or leases all or substantially all of its then interest in and to the Property in a single transaction (which transfer shall be deemed to include a transfer resulting from foreclosure or deed in lieu of foreclosure), all of Declarant's rights under this Declaration may be assigned to and assumed by such transferee or lessee. Declarant may, at any time, transfer all of its rights, duties and obligations under this Declaration to the Association. Such transfer shall be effective and binding upon the Association as of the day it is notified of such transfer. In the event Declarant or its duly designated successors and assigns shall no longer possess a fee simple interest in the Property, the rights and obligations of Declarant shall devolve to the Association.

C. Association authority.

1. Initial control. The Association's rights, duties and obligations under this Declaration shall be administered by Declarant so long as two (2) or more of Lots are owned by Declarant. At such time as Declarant no longer owns two (2) or more Lots, or sooner if Declarant so elects, Declarant shall cause to be established in accordance with the provisions hereof, the Association with a three (3) member Board of Directors. At the time of the establishment of the Association, the Association shall take over the control of and assume all the duties and the obligations of Declarant, as provided for herein.

2. Establishment. At such time as the Association is established, Declarant shall designate the initial three (3) members of the Board of Directors. The initial Directors shall serve for a one (1) year period. At the end of the term of each of the initial Directors, the Directors shall be elected by a majority vote of the Owners, and each Director shall thereafter serve for a one (1) year term.

3. Obligations and powers. Declarant and/or the Association shall: (i) provide for the enforcement of this Declaration; (ii) establish policies and procedures for the review and approval of Plans and Specifications as required by this Declaration; (iii) have the right to provide for any Improvements or for the maintenance of any Improvements which it reasonably deems necessary or desirable in accordance with this Declaration; (iv) have the right to make whatever arrangements which it reasonably deems necessary or desirable for the security of the parties and businesses in Stokesberry Subdivision; (v) have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws; (vi) have the power to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets; (vii) have the power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration; (viii) have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws; (ix) have the power, exercised by the Association or by any person authorized by it, to enter upon any Lot (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible (such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association); (xii) the power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners.

4. Membership. Upon formation of the Association, each Owner of a Lot shall be a Member of the Association and each purchaser of a Lot by acceptance of conveyance thereof, covenants, and agrees to become a Member of the Association. Membership in the Association shall automatically terminate upon the sale, transfer, or other disposition of a Member's title ownership in a Lot, at which time the new Owner of such title interest shall automatically become a Member of the Association. No Member shall have any right or power to disclaim, terminate, or withdraw from Membership in the Association.

5. Voting rights. The Association shall have two (2) classes of voting Membership:

a. Class A. Class A Members shall be all those who own Lots within Stokesberry Subdivision except Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot that such Member owns within Stokesberry Subdivision. Fractional votes shall not be permitted. Where more than one person holds an ownership interest in a Lot, the vote shall be exercised as such persons determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each Lot that Declarant owns within Stokesberry Subdivision.

The Class B Member shall cease to be a voting Member in the Association on the happening of either of the following events, whichever occurs earlier:

(a) When eighty percent (80%) of the Building Lots have been sold to Owners other than Grantor; or

(b) Ten (10) years after the date this Declaration is recorded in the official records of Ada County, Idaho.

Notwithstanding anything to the contrary in this Declaration, amendments to this subsection IX.C.5 shall only be effective upon the unanimous written consent of all Class A Members and the Class B Member.

6. Levying of assessments.

a. Authority. Declarant and/or the Association shall have the power to levy general, special and limited assessments upon and against the Owners of the Lots, the Property or any portion thereof in Stokesberry Subdivision for the purpose of carrying out the obligations, duties and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration in accordance with the terms hereof. Specifically, but without limitation, such funds received from such assessments shall be expended by Declarant or the Association for: (i) the providing for, and the maintenance and operation of any designated common areas, which may include, without limitation: entrances, rights-of-way, directional and informational signs, public area lighting, storm sewer facilities, drainage, and any other Improvements relating to the enhancement of the overall quality of Stokesberry Subdivision; (ii) providing for the administration and enforcement of this Declaration, including reasonable administrative staff requirements and expenses; and (iii) to fulfill any of the obligations of the Association and Declarant hereunder. Each Owner of a Lot by the acceptance of the deed for such Lot, whether or not such obligation be so expressed in any such deed or other conveyance, for each Lot owned by each Owner, together with Declarant, hereby covenants and agrees and shall be deemed to have covenanted and agreed to pay to the Association and/or Declarant, as the case may be, all assessments as are levied pursuant to the provisions of this Declaration, including, without limitation, an initial assessment payable upon acceptance of the deed for such Lot in the amount of Four hundred and no/100 Dollars (\$400.00). All assessments, including any interest thereon, and the costs of collection, if any, including attorneys' fees, as herein provided, shall be charged as a continuing lien upon the Lot against which each such assessment is made. Each such assessment as aforesaid, together with interest and costs thereon, shall, in addition, be the personal obligation of the Owner of such Lot at the time the assessment is levied by Declarant or the Association. Declarant, to the extent that it owns any part of the Property, shall be deemed subject to the provisions of this Section.

In the event the Association shall determine that its general assessment for a given fiscal year is or will be inadequate to meet the expenses of the Association for any reason including, without limitation, costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Association shall determine the approximate amount necessary to defray such expenses and levy a special assessment, which shall be computed in the same manner as general assessments. No special assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association.

Notwithstanding the above provisions with respect to general and special assessments, the Association may levy a limited assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of his Declaration and other governing instruments for the Property.

b. Procedures. Commencing with the first fiscal year and for each year thereafter, the Association or Declarant shall determine the annual assessment for the coming year and same shall be assessed and paid no more frequently than quarterly in advance by each Owner or as Declarant or the Association shall otherwise direct. Such general assessment shall take into consideration the cost of and reserves for any contemplated repair, replacement, or renewal of a specified Improvement upon any designated

Common Areas or the personal property and facilities maintained by Declarant or the Association. If the assessment proves inadequate for any reason (including non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, then Declarant or the Association may increase or decrease the assessments payable hereunder by giving written notice thereof to each Owner not less than ten (10) days prior to the effective due date for the payment of the revised general assessment. The Association shall have the power to levy additional assessments as provided herein and in the Bylaws of the Association. Each Owner shall be assessed at a uniform rate per Lot of all assessments. Any Owner shall have the right to examine Declarant's or the Association's records relative to any assessment, provided that reasonable notice is first given and provided that such Owner bears all costs of such examination. All assessments shall be prorated as of the date title transfers to a new Owner.

c. Notice of assessment. Notice of each assessment shall be given by sending a written notice by postage prepaid United States mail addressed to the last known or usual post office address of the Owner of any Lot or by posting a brief notice of the assessment upon the Lot itself.

d. Nonpayment of assessment. Any assessments or charges which are not paid within thirty (30) days after its due date shall be delinquent. All delinquent assessments or charges shall bear interest at a rate of ten (10) percent per annum.

e. Lien. To evidence a lien on a Lot which is delinquent in the payment of an assessment or a charge, Declarant shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of such Lot subject to such lien and a legal description of such Lot (hereinafter referred to as the "Notice"). The Notice shall be signed by Declarant or the Association and shall be recorded in the Office of the Recorder of Ada County, Idaho. Such lien for payment of charges shall attach to the affected Lot after recording the Notice and may be enforced by all available legal methods of collection including, without limitation, the foreclosure of such lien by Declarant in like manner as a mortgage on real property, or Declarant or the Association may institute suit against the Owner obligated to pay the assessment and/or for the foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred in connection therewith. Declarant or the Association shall have the power to bid on such Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee holding a prior lien on any part of the Lot, Declarant or the Association shall report to such mortgagee any unpaid charges or assessments remaining unpaid for longer than sixty (60) days after the same are due.

f. Subordination of lien to prior encumbrances. The recorded Notice evidencing the lien for any assessments or charge provided in this Declaration shall be superior to all other liens, encumbrances and charges against the Lot, except only as against previously recorded liens, or for liens securing payment of taxes, special assessments and special taxes heretofore or hereafter levied by any political subdivision or any state or federal taxes which by law are a lien against the interest of any such Owner prior to pre-existing recorded encumbrances; and provided further, that such recorded Notice evidencing such assessment lien shall be subordinate to the lien of a prior recorded bona fide security device, including a mortgage, or trust deed encumbering such Lot, except for such amounts which become due and payable from and after the date on which the holder of such security device either: (i) takes possession of such Lot; or (ii) accepts a conveyance of any interest therein other than as security; or (iii) files suit to foreclose its security device. Declarant or the Association shall have the power to subordinate the aforesaid lien to any other lien. Such power shall be entirely discretionary with Declarant or the Association. A transfer of title shall not relieve the Lot from the lien for any

assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

D. Enforcement. This Declaration shall operate as a covenant running with the land, and all provisions hereof shall be enforceable by Declarant, the Association, and/or the City, and every Owner by a proper proceeding, either in equity or at law. Further, Declarant and the Association shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the covenants, conditions, easements, charges, liens, assessments, restrictions, and/or reservations herein set forth, but the failure of Declarant or the Association to enforce any of the covenants, conditions, easements, charges, liens, assessments, restrictions, and/or reservations herein set forth, at the time of any violation, shall not be deemed to be a waiver of the rights of Declarant or the Association to do so as to any subsequent violation. This Declaration may also be enforced by: (i) suit to recover damages; (ii) suit to enforce a lien against the Owner's Lot; or (iii) any other available remedy at law or equity. Further, Declarant and the Association are each empowered to take all immediate action it deems necessary, at the cost and expense of any Lot Owner, to correct any violation of this Declaration relating to such Lot, including without limitation the power to exercise the right, license, and permission to enter upon any Lot with personnel, equipment, materials and other necessary articles, all without being guilty of trespass and without being subject to any liability or damages, to complete any work necessary to correct any violation of this Declaration. Reasonable care will be used in the performance of such work. In the event Declarant or the Association deems it necessary to secure the services of an attorney to enforce any provision of this Declaration, the reasonable fee of such attorney and all other costs connected with the contemplated or actual legal work or proceedings shall be paid by the Owner of the Lot which is the subject of the work or proceedings. Written notice of such fees and costs shall be given to the Lot Owner and such fees and costs shall be reimbursed by the Lot Owner within ten (10) days after the date of such notice. If such fees and costs remain unpaid, they shall be considered delinquent and shall constitute a lien upon the Lot.

IX. COMMON AREA.

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

The right of the Association holding or controlling such Common Area to levy and increase assessments;

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

The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing three-quarters (3/4) of each class of Members has been recorded.

The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

B. Designation of Common Area. Declarant (or the Association, if applicable, shall designate and reserve Common Area in the Declaration, and/or deeds or other instruments and/or as otherwise provided herein.

C. Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, or such Owner's

Permittees. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a limited assessment against the Lot and may be collected as provided herein for the collection of other assessments.

X. MISCELLANEOUS.

A. Partial invalidity. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other portions, all of which shall remain in full force and effect.

B. Interpretation. This Declaration shall be interpreted for the mutual benefit and protection of the Owners and Permittees of Stokesberry Subdivision and in furtherance of the basic goals of this Declaration. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by Declarant and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

C. Captions. The captions and organizational numbers and letters appearing in this Declaration are inserted only as a matter of convenience and do not in any way define, limit, construe or describe the scope or intent of this Declaration nor in any way modify or affect this Declaration.

D. Governing law. This Declaration and the rights of the Owners of Stokesberry Subdivision hereunder shall be governed by the laws of the State of Idaho.

E. Limitation of liability. Neither Declarant nor its agents or employees nor any disclosed or undisclosed principals of Declarant shall have any liability hereunder after they cease to hold title to all or substantially all of the Property, except for obligations as the Owner of one or more Lot. Neither Declarant nor its agents or employees nor any disclosed or undisclosed principals of Declarant shall have any personal liability with respect to any of the provisions of this Declaration or the Property, or shall they be liable in damages or otherwise to anyone submitting Plans and Specifications for approval or making any other request of Declarant, or to any Owner, person, tenant, subtenant or mortgagee of the Property or any part thereof in Stokesberry Subdivision, by reason of any mistake in judgment, or any negligence or nonfeasance arising out of or in connection with: (i) the approval or disapproval, or failure to approve or disapprove, any Plans and Specifications or other request; (ii) the enforcement or failure to enforce the terms of this Declaration; and (iii) the administration of this Declaration; and anyone who submits Plans and Specifications or any request to Declarant for approval, by the submission of such Plans and Specifications or request, and the Owner, person, tenant, subtenant or mortgagee, by acquiring title to or an interest in any Lot or interest whatsoever in the Property or any part thereof, agrees, to the extent permitted by law, not to bring any action or suit to recover any such damages against Declarant.

F. Amendments. Amendment(s) by the Owners may be made by action approved by the affirmative vote of seventy-five (75) percent of the votes of the Owners. Anything herein to the contrary notwithstanding, no changes or amendments to this Declaration which would affect the rights reserved herein to the City shall be effective without the prior written approval of the City.

G. Notices. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when delivered in person or after deposit in the United States mail, postage prepaid, addressed to an Owner, at its last known address as shown on the records of Declarant or the Association at the address to which assessments are mailed. All notices to Declarant shall be sent in the manner as aforesaid to:

Properties West, Inc.
PO Box 2797
Boise, ID 83701
Attn: Jon Barnes

H. Delay in performance - force majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the

elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the person or entity required to perform such act or obligation, then such person or entity shall be excused from the performance of such act or obligation for so long as such person or entity is so prevented or delayed by reason thereof. This force majeure provision shall apply to Declarant, the Association and each Owner's obligations hereunder except those that require the payment of money.

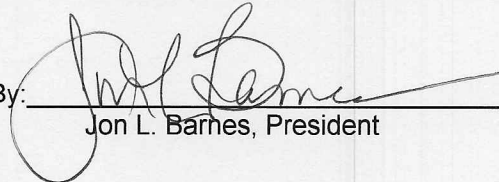
I. Conflicts. If Declarant obtains a zoning variance with regard to any portion of the Property in which Declarant holds record title and such zoning variance provides for less restrictive standards than the standards set forth in this Declaration, then the provisions of such zoning variance shall apply to that portion of the Property so affected and the provisions of this Declaration as to such standards shall be unenforceable by any other Owner with regard to such portion of the Property.

J. Binding effect of Declaration. All the rights, covenants, conditions, easements, agreements, restrictions, and reservations herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights, covenants, in their entirety in such documents.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 3rd day of July, 2001.

DECLARANT:

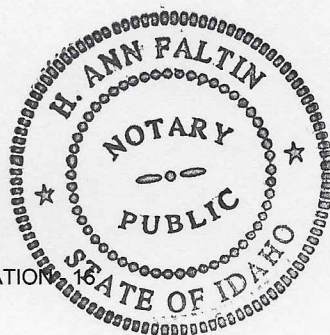
PROPERTIES WEST, INC., an Idaho corporation


By: 
Jon L. Barnes, President

STATE OF IDAHO)
) ss.
County of Ada)

On this 3rd day of July, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared JON L. BARNES, known or identified to me to be the President of PROPERTIES WEST, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




H. Ann Faltin
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 11/20/03

OA 6982

Recorded for:
Properties West, Inc.
1406 N. Main St Ste 215
Meridian, Idaho 83642

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/18/05 10:51 AM
DEPUTY Patti Thompson
RECORDED - REQUEST OF
Pioneer

AMOUNT 15.00 5



ACCOMMODATION

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR STOKESBERRY SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR STOKESBERRY SUBDIVISION (this "Amendment") is made effective as of the 20th day of April, 2004, by Properties West, Inc., an Idaho corporation ("Properties West"), whose address is 1406 N. Main St, Ste 215, Meridian, ID 83642.

Recitals

- A. This Amendment is made to amend, modify and supplement that certain Declaration of Protective Covenants for Stokesberry Subdivision, recorded as Instrument No. 101077457 in the real property records of Ada County, Idaho (the "Declaration").
- B. The Declaration affects that certain real property described on Exhibit A, attached hereto and made a part hereof (the "Property"). The Property is comprised of lots within the Stokesberry Subdivision, commonly known as the Carol Professional Center.
- C. Pursuant to its terms, the Declaration may be amended with the approval of at least seventy-five percent of the votes of the Owners (as defined in the Declaration).
- D. As of the date of this Amendment, Properties West holds at least seventy-five percent of the votes of the Owners.
- E. Properties West hereby approves and desires to make the following amendments to the Declaration, which amendments are intended to reflect changes made to the Plat (as defined in the Declaration) by that certain Plat of Resubdivision of Lots 1 through 4, Block 1 of the Stokesberry Subdivision.

NOW, THEREFORE, the Declaration is hereby amended, modified and supplemented as follows:

1. The Property. Article I of the Declaration is hereby amended and restated as follows:

The Property affected hereby and subject to this Declaration is commonly known as Lots 1 through 23 of the Stokesberry Subdivision, located within Meridian City, Ada County, State of Idaho.

2. Definitions; Easement Parcel. Article II, Section E. of the Declaration, entitled "Easement Parcel," is hereby amended so that the phrase "Lots 1 through 8" is deleted and

replaced with the phrase "Lots 1 through 23."

3. Parking. Article IV, Section D.1. of the Declaration is hereby amended and restated as follows:

Except as otherwise expressly provided in this Declaration, each Lot shall contain all of the parking stalls required for such Lot's use under applicable law. Notwithstanding the foregoing, Declarant hereby grants to the Owners Lots 9 through 23, their respective heirs, successors and assigns, and their tenants and invitees, an exclusive appurtenant easement (the "Cross-Parking Easement") on, over and across those areas of the Easement Parcel within Lots 9 through 23 (the "Cross-Parking Easement Area").

The Cross-Parking Easement shall be used solely for the following purposes: (a) access to and from Lots 9 through 23 by the Owners of such Lots and their tenants and invitees; (b) the installation, construction, repair, maintenance, replacement and operation of access ways and related improvements in the Cross-Parking Easement Area; and (c) vehicular parking by the Owners of Lots 9 through 23 and their tenants and invitees.

The Association shall maintain, repair and replace any and all improvements located in and on the Cross-Parking Easement Area, at the cost and expense of the Owners of Lots 9 through 23, with such costs to be levied and collected by the Association as a special assessment. All decisions concerning the installation, construction, repair, maintenance, or replacement of improvements within the Easement Area shall be determined by a majority vote of the Owners of Lots 9 through 23. The costs of the maintenance and operation of the Cross-parking Easement Area shall be allocated among the Owners of Lots 9 through 23, and their respective heirs, successors and assigns, proportionately as set forth in Exhibit B, attached hereto and made a part hereof.

Each Owner, and its heirs, successors and assigns, shall indemnify and hold Declarant, the other Owners, and their respective heirs, successors and assigns, harmless from any and all loss or liability, claims, or demands, including attorneys fees and costs, relating to any damages or injuries to persons or property arising from or in any way related to the use of the Cross-Parking Easement by such Owner, its heirs, successors and assigns, and their employees, agents, customers and invitees.

4. Effect of Amendment. In the event of a conflict between the Declaration and this Amendment, the terms of this Amendment shall govern. The terms of the Declaration, as modified by this Amendment, shall continue in full force and effect.

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

Properties West, Inc., an Idaho corporation

By: 

Jon L. Barnes, President

STATE OF IDAHO)
):ss
County of Ada)

On this 20th day of April, 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Jon L. Barnes, known or identified to me to be the President of Properties West, Inc., an Idaho corporation, the corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

H. Ann Faltin

Notary Public
Residing at Eagle, Idaho
Commission Expires 11/20/09

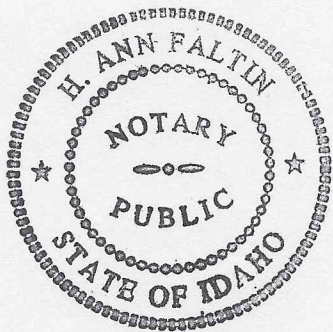


EXHIBIT A

Legal description of Property

Lots 1 through 23 of the Stokesberry Subdivision, according to the official plat thereof in the real property records of Ada County, Idaho.

EXHIBIT B

Cross-Parking Easement Cost Allocations

<u>Lot #</u>	<u>% of Costs</u>
9	4.83%
10	6.63%
11	5.34%
12	6.06%
13	8.67%
14	8.29%
15	6.86%
16	7.76%
17	6.39%
18	6.85%
19	7.66%
20	6.49%
21	7.93%
22	5.27%
23	4.96%