

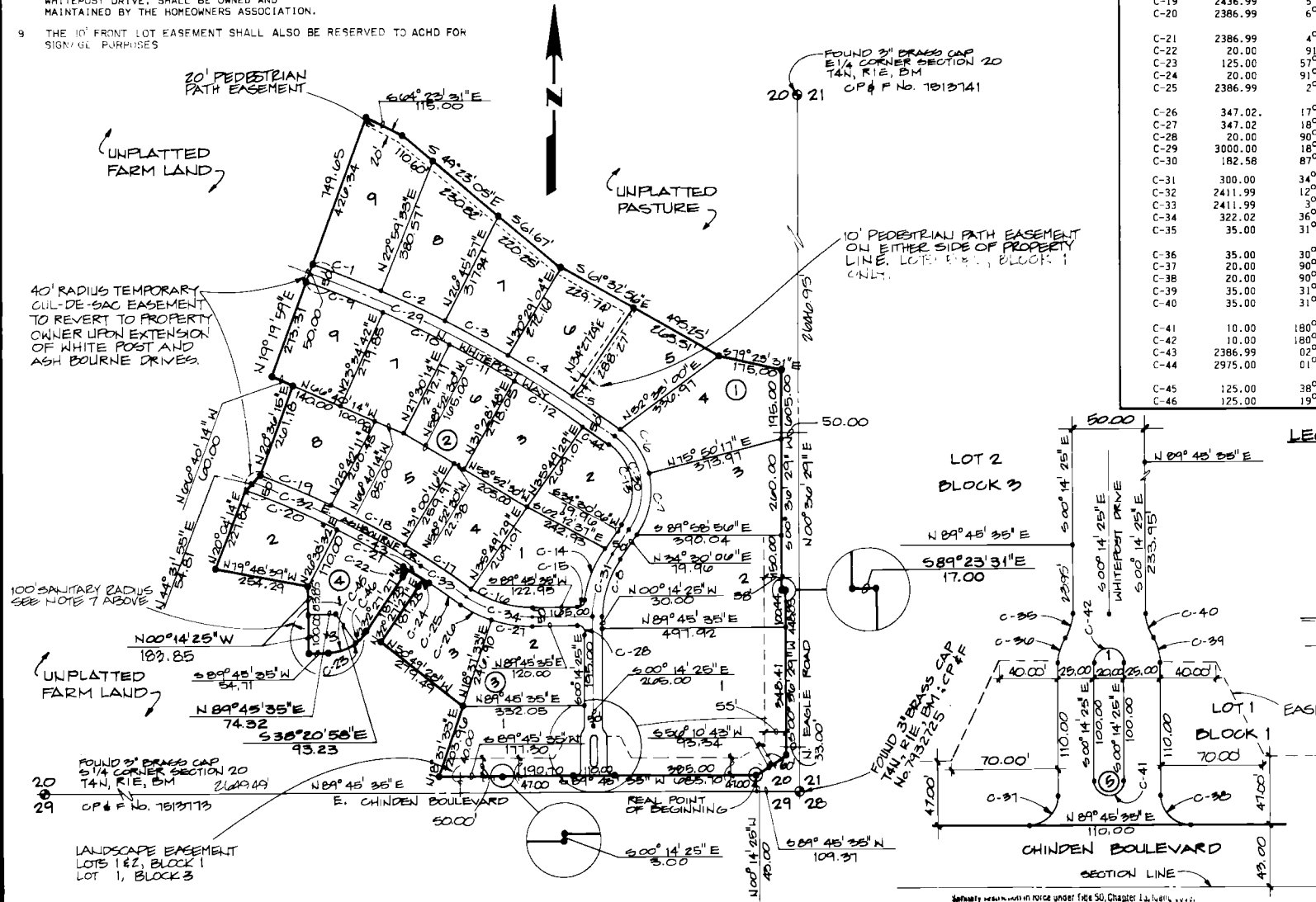
- BEARINGS ARE BASED ON STATE PLAN COORDINATES PROVIDED BY THE IDAHO TRANSPORTATION DEPARTMENT, FROM PROJECT F-FR-327(144).
- BUILDING SET BACK DIMENSIONS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF EAGLE.
- THIS PLAT IS SUBJECT TO THE REQUIREMENTS OF IDAHO CODE, SECTION 31-3805.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
- THERE IS A 10 FOOT UTILITY AND DRAINAGE EASEMENT ON THE SIDE, FRONT AND BACK LOT LINES OF ALL LOTS, EXCEPT AS OTHERWISE NOTED. THE EASEMENTS SHOWN AND LABELED ON THE FACE OF THE PLAT ARE INTENDED FOR USE AS A UTILITY AND DRAINAGE EASEMENT AS WELL AS THE PURPOSE SHOWN.
- LOT 3 BLOCK 4 IS A NON-RESIDENTIAL, WELL LOT.
- CONSTRUCTION OF SANITARY FACILITIES WITHIN A 100 FOOT RADIUS OF THE WELL IN LOT 3 BLOCK 4 IS PROHIBITED.
- LOT 1, BLOCK 5, THE ENTRANCE ISLAND ON WHITEPOST DRIVE, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- THE 10' FRONT LOT EASEMENT SHALL ALSO BE RESERVED TO ACHD FOR SIGN/GL PURPOSES

BANBURY NO. 1

A SUBDIVISION IN SECTION 20, TOWNSHIP 4 NORTH,
RANGE 1 EAST, BM, ADA COUNTY, IDAHO

BANBURY No. 1 CURVE DATA

CURVE	RADIUS	DELTA	TAN	LENGTH	CHORD	CHORD BRG.
C-1	3025.00	3°39'34"	96.64	193.21	193.71	N68°50'14"W
C-2	3025.00	3°46'24"	99.64	199.21	199.18	N65°07'15"W
C-3	3025.00	3°43'07"	98.20	196.33	196.30	N61°22'29"W
C-4	3025.00	3°58'25"	104.94	209.79	209.75	N57°21'43"W
C-5	3025.00	3°01'02"	79.67	159.29	159.28	N54°02'00"W
C-6	207.58	38°21'46"	72.21	138.99	136.41	N33°20'36"W
C-7	207.58	48°39'49"	93.87	176.31	171.06	N10°10'12"E
C-8	275.00	34°44'31"	86.03	166.75	164.21	S17°07'51"W
C-9	2975.00	4°14'43"	110.27	220.43	220.38	S68°32'39"E
C-10	2975.00	3°55'32"	101.95	203.83	203.79	S64°27'32"E
C-11	2975.00	3°58'34"	103.27	206.45	206.41	S60°30'29"E
C-12	2975.00	4°20'41"	112.85	225.59	225.54	S56°20'51"E
C-13	157.58	87°01'35"	149.61	239.35	217.00	S09°00'41"E
C-14	325.00	27°14'50"	78.77	154.56	153.10	S20°52'41"W
C-15	20.00	82°30'19"	17.54	28.80	26.38	S48°30'25"W
C-16	297.02	36°03'54"	96.69	186.96	183.89	N72°02'32"W
C-17	2436.99	4°49'13"	102.57	205.02	204.96	N55°35'06"W
C-18	2436.99	5°18'06"	112.83	225.41	225.41	N61°38'47"W
C-19	2436.99	5°05'56"	108.51	216.87	216.80	N66°50'47"W
C-20	2386.99	6°29'18"	135.30	270.31	270.17	S66°41'07"E
C-21	2386.99	4°48'33"	100.23	200.35	200.29	S61°02'12"E
C-22	20.00	91°05'22"	20.38	31.80	28.55	S13°05'35"E
C-23	125.00	57°18'08"	68.30	125.01	119.87	S61°06'31"W
C-24	20.00	91°05'22"	20.39	31.80	28.56	N78°00'29"E
C-25	2386.99	2°16'40"	47.45	94.90	94.90	S55°18'47"E
C-26	347.02	17°11'56"	52.48	104.17	103.78	S62°46'29"E
C-27	347.02	18°51'58"	57.65	114.26	113.75	S80°48'33"E
C-28	20.00	90°00'00"	20.00	31.42	28.28	S45°14'25"E
C-29	3000.00	18°08'32"	478.97	949.97	945.96	S61°35'45"E
C-30	182.58	87°01'35"	173.34	277.32	251.42	S09°00'41"E
C-31	300.00	34°44'31"	93.85	181.91	179.13	S17°07'51"W
C-32	2411.99	12°07'01"	256.00	510.09	509.14	S63°36'03"E
C-33	2411.99	3°22'02"	70.90	141.75	141.73	S55°51'32"E
C-34	322.02	36°03'54"	104.83	202.70	199.37	S72°12'32"E
C-35	35.00	31°00'16"	9.71	18.94	18.71	N15°15'56"E
C-36	35.00	30°59'49"	9.71	18.93	18.70	N15°15'32"E
C-37	20.00	90°00'00"	20.00	31.42	28.28	N44°45'35"E
C-38	20.00	90°00'00"	20.00	31.42	28.28	N45°14'25"E
C-39	35.00	31°00'04"	9.71	18.94	18.70	N15°45'16"W
C-40	35.00	31°00'12"	9.71	18.94	18.71	N15°43'53"W
C-41	10.00	180°00'00"		31.42	20.00	S89°45'35"W
C-42	10.00	180°00'00"		31.42	20.00	N89°45'35"E
C-43	2386.99	02°10'44"	45.39	90.77	90.77	N57°32'33"W
C-44	2975.00	01°39'02"	42.86	85.71	85.70	S53°21'00"E
C-45	125.00	38°06'33"	43.17	83.14	81.62	S70°42'18"W
C-46	125.00	19°11'35"	21.13	41.87	41.68	S42°03'14"W



BANBURY NO. 1

CERTIFICATE OF OWNERS:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF RECORD AND DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED, AND IT IS THEIR INTENTION TO INCLUDE THIS DESCRIPTION WITH THIS PLAT.

A PARCEL OF LAND LOCATED IN THE SE 1/4, SECTION 20, T. 4N., R. 1E., BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 20, T. 4N., R. 1E., BM; THENCE S 89°45'35"W ALONG THE SOUTH LINE OF SECTION 20 A DISTANCE OF 109.37 FEET TO A POINT; THENCE N 00°14'25"W A DISTANCE OF 43.00 FEET TO A BRASS CAP ON THE NORTHERLY RIGHT-OF-WAY LINE OF CHINDEN BOULEVARD, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE S 89°45'35"W ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CHINDEN BOULEVARD A DISTANCE OF 685.70 FEET TO AN IRON PIN; THENCE S 00°14'25"W A DISTANCE OF 3.00 FEET TO AN IRON PIN; THENCE S 89°45'35"W A DISTANCE OF 177.30 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CHINDEN BOULEVARD TO AN IRON PIN; THENCE N 16°37'33"E A DISTANCE OF 203.96 FEET TO AN IRON PIN; THENCE N 50°49'28"W A DISTANCE OF 279.45 FEET TO AN IRON PIN; THENCE N 32°27'27"E A DISTANCE OF 181.28 FEET TO AN IRON PIN MARKING THE BEGINNING OF A CURVE HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 91°05'22" AND A CHORD OF 28.56 FEET WHICH BEARS N78°00'29"E; THENCE NORTHEASTERLY ALONG SAID CURVE FOR A DISTANCE OF 31.80 FEET TO AN IRON PIN MARKING A POINT ON A CURVE HAVING A RADIUS OF 2386.99 FEET, A CENTRAL ANGLE OF 2°10'44" AND A CHORD OF 90.77 FEET WHICH BEARS S 57°32'33"W; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 90.77 FEET TO AN IRON PIN MARKING THE BEGINNING OF A CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 91°05'22" AND A CHORD OF 28.55 FEET WHICH BEARS S 14°05'31"E; THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 31.80 FEET TO AN IRON PIN MARKING A POINT OF TANGENCY; THENCE S 32°27'27"E A DISTANCE OF 181.28 FEET TO AN IRON PIN MARKING THE BEGINNING OF A CURVE HAVING A RADIUS OF 125 FEET, A CENTRAL ANGLE OF 57°18'08" AND A CHORD OF 119.87 FEET WHICH BEARS S 61°06'31"W; THENCE SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 125.01 FEET TO AN IRON PIN MARKING A POINT OF TANGENCY; THENCE S 89°45'35"W A DISTANCE OF 54.71 FEET TO AN IRON PIN; THENCE N 00°14'25"W A DISTANCE OF 183.85 FEET TO AN IRON PIN; THENCE N 79°48'34"W A DISTANCE OF 254.29 FEET TO AN IRON PIN; THENCE N 20°04'14"E A DISTANCE OF 227.84 FEET TO AN IRON PIN MARKING A POINT ON A CURVE; THENCE N 44°31'55"E A DISTANCE OF 54.81 FEET TO AN IRON PIN MARKING A POINT ON A CURVE; THENCE N 20°36'15"E A DISTANCE OF 202.18 FEET TO AN IRON PIN; THENCE N 61°40'12"W A DISTANCE OF 60.00 FEET TO AN IRON PIN; THENCE S 44°21'30"E A DISTANCE OF 749.65 FEET TO AN IRON PIN; THENCE S 44°21'30"E A DISTANCE OF 115.00 FEET TO AN IRON PIN; THENCE S 49°23'06"E A DISTANCE OF 561.67 FEET TO AN IRON PIN; THENCE S 61°32'56"E A DISTANCE OF 495.25 FEET TO AN IRON PIN; S 79°23'07"E A DISTANCE OF 175.00 FEET TO AN IRON PIN ON THE WESTERLY RIGHT-OF-WAY LINE OF EAGLE ROAD; THENCE S 00°14'25"W A DISTANCE OF 625.00 FEET TO AN IRON PIN; THENCE S 89°45'35"W A DISTANCE OF 17.00 FEET TO AN IRON PIN ALSO ON THE WESTERLY RIGHT-OF-WAY LINE OF EAGLE ROAD; THENCE S 00°14'25"W A DISTANCE OF 448.85 FEET TO AN IRON PIN; THENCE S 44°21'30"W A DISTANCE OF 94.34 FEET TO A BRASS CAP MARKING THE REAL POINT OF BEGINNING.

THE STREETS AND EASEMENTS ADJACENT THERETO AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC. THE EASEMENTS SHOWN ON THIS PLAT, EXCEPT FOR THOSE ADJACENT TO STREETS ARE NOT DEDICATED TO THE PUBLIC USE, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR THE PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS.

BUILDING AND OCCUPANCY RESTRICTIONS, SEE INSTRUMENT NO. 8708800 OF MISCELLANEOUS RECORDS, ADA COUNTY, IDAHO, FOR BUILDING AND OCCUPANCY RESTRICTIONS FILED ON THE 13th DAY OF May, 1986. AT _____ M., IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO.

IN WITNESS WHEREOF, WE HAVE HEREIN SET OUR HANDS THIS 13th DAY OF May, 1986.

HOFF COMPANIES, INC. A CORPORATION EXISTING IN THE STATE OF IDAHO

BY: Harvey B. Hoff
HARVEY B. HOFF, PRESIDENT

BY: Jess B. Hawley
JESS B. HAWLEY, SECRETARY

STATE OF IDAHO
COUNTY OF ADA

ON THIS 13th DAY OF May, 1986, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED HARVEY B. HOFF, PRESIDENT AND JESS B. HAWLEY, SECRETARY, ALL KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THE EXECUTED SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THIS DAY AND YEAR IN THIS CERTIFICATE FIRST WRITTEN ABOVE.

MY COMMISSION EXPIRES: 3-22-91

A Carol Spoor
NOTARY PUBLIC, STATE OF IDAHO



MICHAEL E. MARKS, COUNTY CLERK, CERTIFY THAT I AM A LAND OFFICIAL OF THE STATE OF IDAHO. THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF RECORDS ON THE GROUND UNDER MY DIRECT SUPERVISION AND APPROVED BY ME AND IS IN CONFORMITY WITH THE DIVISION AND ACTS OF IDAHO LAWS AND DECISIONS OF THE BOARD OF LAND COMMISSIONERS.

Michael E. Marks
MICHAEL E. MARKS
COUNTY CLERK

APPROVAL OF ADA COUNTY HEALTH DEPARTMENT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF HEALTH COMMISSIONERS ON THE 8th DAY OF January, 1986.

PLANNING AND DESIGN ENGINEER

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REVIEWED ACCORDING TO THE APPROVAL OF THE HEALTH DEPARTMENT TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITION.

APPROVAL OF CITY ENGINEER

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

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, IDAHO, ADA COUNTY, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13th DAY OF May, 1986 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

APPROVAL OF COUNTY ENGINEER

I, THE UNDERSIGNED, COUNTY ENGINEER, IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODES AND LAWS.

ADA COUNTY ASSESSORS OFFICE

BY: Carol R. Stewart February 10, 1987

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL.

Feb 11, 1987

Chadwick Newland Chief Deputy
COUNTY TREASURER

INSTRUMENT NUMBER 8708800

STATE OF IDAHO
COUNTY OF ADA

I, HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Barbara Montgomery AT 21 MINUTES PAST 2 O'CLOCK P.M., ON THIS 11th DAY OF February, 1987, IN BOOK 54 OF PLATS AT PAGE 930 AND 931.

JOHN BASTIDA Ex-Officio Recorder

By: D. Bastida, Deputy

8/00

BANBURY No. 1

HOFF COMPANIES
DEVELOPER

CENTRAC ASSOCIATES CONSULTING ENGINEERS	SCALE: NONE	DATE: MAY, 1986
	DES: TRW DR: WW	CKD: SLM CKD: MEM

8729275

INDEXED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

BANBURY NO. 1 SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by HOFF COMPANIES, INC., an Idaho corporation, hereinafter referred to as "Declarant";

WITNESSETH;

WHEREAS, Declarant is the Owner of certain real property situate in the City of Eagle, County of Ada, State of Idaho, which is more particularly described as:

Banbury NO. 1 Subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 54 of Plats at pages 4930 and 4931;

which real property is hereinafter referred to as the "Property."

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BANBURY HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.

Section 2. "Owner" shall mean and refer to the record Owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property constituting Banbury No. 1 Subdivision according to the official recorded plat thereof, and every part, parcel and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Declaration of Covenants, Conditions and Restrictions by Supplemental Declaration, pursuant to the provisions hereof for the annexation and addition of additional parcels of real property.

Section 4. "Common Area" shall mean and refer to any "Well Lot," and Lot 1, Block 5, of Banbury No. 1 Subdivision, and to any Lot or parcel designated as Common Area in any Supplemental Declaration filed by Declarant subjecting additional real property to this Declaration. Said areas are intended to be devoted to the common benefit, use and enjoyment of the Owners (subject to the provisions hereof) and are not dedicated to the public.

Section 5. "Common Facilities" shall mean and refer to those physical improvements constructed by Declarant upon the Common Area or upon the utility easements over each Lot, including the Equestrian/Pedestrian Trail, sidewalks, curbs and gutters, street lights (but excluding the entry way light required to be placed near the driveway entry to each Lot by the Owner of each Lot), the domestic water system and the irrigation water system.

Section 6. "Well Lot" means any Lot identified as such upon the recorded subdivision plat of Banbury No. 1 Subdivision, or upon any subsequent recorded subdivision plat of real property subjected to this Declaration by Supplemental Declaration.

Section 7. "Lot" shall mean and refer to all Lots within and shown upon the official recorded plat of Banbury No. 1 Subdivision, except the Common Area, and except for streets dedicated to the public, as shown upon the recorded plat.

Section 8. "Declarant" shall mean and refer to HOFF COMPANIES, INC., its successors and assigns, provided that, such successor or assign has acquired more than two (2) Lots and that such Lots constitute the entire remainder of unconveyed Lots owned by Declarant.

Section 9. "Project" shall mean and refer to the Property and all contemplated improvements thereto.

Section 10. "Annexed Property" shall mean and refer to any real property made subject to this Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation and addition of additional parcels of real property.

Section 11. Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE II

BANBURY HOMEOWNERS' ASSOCIATION

Section 1. It is contemplated that simultaneously with the execution and recordation of this Declaration of Covenants, Conditions and Restrictions (the "Declaration"), the Association will be incorporated, and the Association will adopt ByLaws (the "ByLaws") for its governance. To the extent the Articles of Incorporation or ByLaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, subject to such reasonable rules and regulations governing use and access as may be adopted by the Association, which right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to charge reasonable admission and other fees for the use of any Common Facility;
- (b) The Association shall have the right to suspend the voting rights and right to use the Common Area of an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate his right to enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers of his Lot, provided such designees reside on the Property.

ARTICLE IV

RIGHTS RESERVED BY DECLARANT

Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves unto:

- (a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real property owned by Declarant, or its successors or assigns;
- (b) Itself, its successors and assigns (including any district or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements on, over, under and across all or part of the Common Area, and the utility easements as provided on the recorded subdivision plat of Banbury No. 1 Subdivision, and any subsequent subdivision plat of Annexed Property, for installation, use, maintenance and repair of all lines, wires, pipes, and all other things necessary for all such services, provided that any such lines, wires or pipes shall be underground and, further, provided that all work done in connection therewith shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of such work; and
- (c) Itself, its employees, successors, assigns, agents, representatives, contractors and their employees, the right to use the Common Area, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation the use of the Common Area, where applicable for:
 - (1) Construction, excavation, grading, landscaping, parking and/or storage;

- (2) The maintenance and operation of a sales office and model units for sales purposes;
- (3) The showing to potential purchasers of any unsold Lot, unit or improvements within the project;
- (4) The display of signs to aid in the sale of any unsold Lots and units or all or part of the Project.

ARTICLE V

USE AND BUILDING RESTRICTIONS

Section 1. Building Restrictions. Each Lot shall be restricted to one single family dwelling, and usual and appropriate out-buildings. No structure shall be erected upon any Lot which shall exceed two (2) stories in height, and no barn, animal shelter or similar out-building shall exceed one (1) story in height. Each structure constructed on any Lot shall be placed upon the Lot in such a manner as to minimize obstruction of the view of the Boise Front from other lots. All buildings shall be of frame, stone or brick construction and, if other than brick or stone, shall be finished, painted and kept in good repair. The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control pursuant to Section 17 of this Article V and pursuant to Article VIII hereof. Said Property shall be used in such manner as to be inoffensive to any other property Owners in the Project.

Section 2. Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy the minimum floor area requirements of the Architectural Control Committee established in accordance with the provisions of Article VIII hereof, provided, however, that in no event shall the required floor area be less than two thousand six hundred (2,600) square feet of floor area inclusive of garages, but exclusive of patios, breezeways, storage rooms, porches and similar structures.

Section 3. Building Location. Unless otherwise specifically approved in writing by the Architectural Control Committee, no dwelling, structure or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer than forty (40) feet to the front or to the rear Lot line of the Lot on which it is located, or nearer than twenty (20) feet to any side Lot line of the Lot on which it is located. No structure used or to be used for sheltering animals shall be placed nearer than sixty (60) feet to

any Lot line. For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the building on any Lot to encroach upon any other Lot. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Control Committee.

Section 4. Building Site. A building site shall consist of at least one (1) Lot, or a parcel composed of more than one Lot.

Section 5. Moving of Buildings; Construction of Outbuildings. No buildings or structures shall be moved onto the Property except a new prefabricated structure of a type and design approved by the Architectural Control Committee. No trailer houses or similar mobile unit designed for overnight accommodation shall be parked in any street or within building setback lines. No trailer, basement, tent, shack, garage, barn or other out-building erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the construction of a permanent dwelling. Notwithstanding the foregoing restrictions, a portable construction office may be placed upon any Lot during the period in which construction of a dwelling unit thereon is in progress, provided that such office may not remain or be kept upon such Lot for more than eight (8) months; a temporary sales office of a portable nature may be placed upon a Lot by Declarant to facilitate Lot sales.

Section 6. Prosecution of Construction Work. The construction of the dwelling and associated structures shall be prosecuted diligently and continuously from time of commencement thereof until such dwelling and associated structures are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within eight (8) months from the date of commencement of construction, unless prevented by causes beyond the control of the Owner or builder and only for such time as that cause continues.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in a Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure

designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Excavation. No excavation for stone, sand, gravel, earth or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon.

Section 9. Unsightly Structures or Practices. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage and trash shall be kept at all times in covered, reasonably noiseless containers, which shall be kept and maintained within an enclosed structure or appropriately screened from view, except when necessarily placed for pickup by garbage removal services. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Section 10. Vehicle and Equipment Parking. No campers, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by the Lot Owner and for the personal use of the Lot Owner and/or his family, shall be kept or stored upon any Lot. Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the front plane of the dwelling unit on any Lot and the street, nor shall they be parked or stored within any building setback area (as defined in Section 3 hereof). Such vehicles or equipment as permitted hereunder shall be appropriately screened from the street view. No working or commercial vehicles larger than three-quarter ton, and no junk cars, shall be parked upon any Lot.

Section 11. Material Storage. No building material of any kind shall be placed or stored upon a building site until the Lot Owner or his builder is ready and able to commence construction and then such material shall be placed within the property lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or Association, through its agents, shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth or refuse.

Section 12. Fences; Hedges. No fence, hedge or boundary wall situated anywhere upon any Lot shall have a height greater than six (6) feet, or such other lesser heights as the Architectural Control Committee may specify, above the finished

graded surface of the ground upon which such fence, hedge or wall is situated. No fence shall be constructed of any material other than wood nor finished in other than a natural finish, except as may be specifically approved by the Architectural Control Committee. No fence except an open rail fence (or fence of a similar type approved by the Architectural Control Committee) shall be constructed so as to extend toward the front of the Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Lot line adjacent to a dedicated street on a corner Lot. No fence, wall, hedge, or shrub planting with an elevation above three (3) feet shall be permitted in front of building setback requirements without special written consent of the Architectural Control Committee. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between four (4) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 13. Noxious Use of Property. No portion of the Common Area, or any Lot (except Lot 1 in Block 1) or any structure thereon shall be used for the conduct of any trade or business or professional activities. Noxious or undesirable acts or undesirable use of any portion of the Property, including (but not limited to) acts or uses causing loud noise which interferes with the peaceable enjoyment of neighboring properties, is prohibited and shall not be permitted or maintained; provided, however, that an office or model home for the purpose of the development, construction and sale of the Lots and homes in the Project may be maintained by Declarant. Lot 1 in Block 1 may be used for commercial purposes, such as the conduct of a trade or business.

Section 14. Billboards; Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sales period. The Association may maintain one (1) subdivision identification sign, and appropriate informational signs, upon the Common Area, of a size and design approved by the Architectural Control Committee. No other signs shall be placed or maintained upon the Common Area. The restrictions of this Section 14 shall not apply

to Lot 1, Block 1, or any other Lot within an Annexed Property upon which a trade or business is allowed to be conducted. Notwithstanding the provisions of this Section 14, Declarant shall be entitled to place such signs, of such size, as Declarant may deem appropriate, to identify the Project, relate information with regard thereto, and advertise Lots for sale.

Section 15. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets, horses and llamas for the Owner's personal use may be kept, provided that such animals are not kept, bred or maintained for any commercial purpose, and provided further that no more than two horses or llamas (that is, two animals in the aggregate, whether two horses, two llamas, or one of each) may be kept or maintained on any Lot. Any such animals shall be properly restrained and controlled at any time that they are within the Project and outside the boundaries of Owner's Lot. It shall be the obligation of each Owner to control his animals in accordance with the rules and regulations of the Association. In the event an Owner constructs or maintains a kennel upon his Lot, such kennel shall:

- (a) Be located on the Lot in a manner to avoid any endangerment of or nuisance to, adjacent Lot Owners; and
- (b) Be kept in a clean and odor-free manner.

Section 16. Exterior Antennas. No outside television antennas, radio aerials, or similar devices or structures shall be installed on any Lot or the exterior of any structure located thereon. Satellite dishes shall be permitted only if located behind the front plane of the dwelling structure (toward the rear of the Lot) outside of any building site setbacks, and if appropriately screened from view from any direction.

Section 17. Control of Exterior Walls, Roofs, Etc. The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and improvements thereon, the Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roofs of all structures erected upon Lots, and to require basic landscaping. The Owner shall not repaint the outside walls or fences without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of design and color consistent with the roof of the dwelling unit.

Section 18. Landscaping. Prior to the beginning of construction of the dwelling house upon any Lot, the Owner or his agent shall submit a landscaping plan to the Architectural Control Committee for approval. Each Lot shall be improved prior to the occupancy of the dwelling structure with the landscaping

specified in the plan approved by the Architectural Control Committee.

Section 19. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot (or structure thereon) which interferes with the use and enjoyment of adjacent Lots, or without prior approval of the proposed installation by the Architectural Control Committee.

Section 20. Sanitary Facilities. Each Lot shall be improved with a waste disposal facility, for sewage and waste water disposal, of a design and construction approved by the Central District Health Department and the Architectural Control Committee prior to the occupancy of any structure thereon.

Section 21. Entry-Way Light. Each building site shall be improved by the Owner thereof, prior to the occupancy of any structure thereon, by the installation of an entry-way light at the juncture of the site's driveway and the street, of a style and design approved by the Architectural Control Committee. Such light mechanism shall include a photo-cell device which causes the light to automatically illuminate during the period from sunset to sunrise.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of the Declarant (during the period when the Declarant is a Class B member.) Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The sole Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be automatically converted to Class A memberships (one Class A

membership for each Lot owned) when the total votes outstanding in Class A memberships equal the total votes outstanding in the Class B membership.

ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements;

such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs of collection and reasonable attorneys' fees incurred in collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but unpaid assessments shall constitute a continuing lien against the Lot until paid.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare and economic well-being of the residents in the Project and for the improvement, operation and maintenance of the Common Area and Common Facilities.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot. The annual assessment may be made payable (by action of the Board of Directors of the Association) on a monthly basis, one-twelfth per month, or on a quarterly basis, one-fourth per quarter, in advance. Increases in the amount of the annual assessment shall be limited as follows:

- (a) Each year, beginning with the calendar year beginning January 1 of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment may be increased effective as of that January 1, (and each year thereafter) by action of the Board of Directors of the Association without a vote of the membership, by an amount of not more than fifteen percent (15%) above the prior year's assessment.
- (b) For the calendar year beginning January 1 immediately following the year in which the conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum annual assessment may be increased more than fifteen percent (15%) above the prior year's assessment only by an affirmative vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(b) or 4 of this Article VII shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting the presence of members in person or by proxy entitled to cast fifty-one percent (51%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than ten (10) days nor more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by the presence in person or by proxy of twenty-five percent (25%) of each class of membership.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments for Lots which have not been improved with a dwelling unit or out-buildings shall be assessed at one-half (1/2) of the assessment for Lots which have been improved with a dwelling unit or out-buildings. A lot shall be deemed improved with a dwelling unit or out-building when such structure is occupied or substantially completed.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the initial conveyance of a Lot by Declarant to a purchaser. The first annual assessment shall be adjusted (pro rata) according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period; provided, however, that in the event of an assessment proposed in excess of the authority of the Board of Directors, the amount of such assessment in excess of the Board's authority shall not be effective until membership approval. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum or at such other interest rate as may be established annually by the Board of Directors. Each assessment, when levied, shall automatically constitute a lien on and against the Lot to which the assessment pertains, without any requirement of filing any documentation of such lien. Nonetheless, the Association may file an Affidavit of Lien evidencing such lien thirty (30) days after the due date of the assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the assessment lien against the Property, in the same manner as provided by law as to statutory materialmen's liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. In order to protect the quality and value of all homes built in the Project and for the continued protection of the Owners thereof, an Architectural Control Committee, consisting of three or more members to be appointed by the Declarant is hereby established. At such time as the total number of Lots owned by Declarant (including Lots in any Annexed Property) total less than ten percent (10%) of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, to succeed the prior Committee membership upon such appointment.

Section 2. Approval by Committee. No building, fence, wall, patio cover, window awning or other structure shall be commenced, erected, or maintained upon any Lot, the Common Areas or other properties within the Project, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, location of the same, and such other detail as the Architectural Control Committee may require (including but not limited to any electrical, heating or cooling systems, sewage or waste disposal systems) shall have been submitted to and approved in writing by the Architectural Control Committee. In the event said Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the Committee, in writing, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 3. Rules and Regulations. The Architectural Control Committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Committee may deem appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties due to be heard on any matter before the Committee. The Architectural Control Committee is further hereby empowered to adopt such regulations as it shall deem appropriate, consistent with the provisions of this Declaration, with regard to matters subject to the Committee's approval, including matters of design, materials and

aesthetic interest. Such rules, after adoption, shall be of the same force and effect as if set forth in full herein.

Section 4. Fees. The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an Architectural review fee to be paid by each Owner submitting plans and specifications to the Committee for approval. No submission for approval shall be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Committee for the costs of professional review of submittals, and in any event shall not exceed the sum of One Hundred Dollars (\$100.00) per submittal.

ARTICLE IX

ENFORCEMENT

Section 1. Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- (a) The Association;
- (b) The Declarant;
- (c) The Owner or Owners of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 herein, the following methods of enforcement may be utilized:

- (a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature;
- (b) Eviction for trespass by police action;
- (c) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other penalties for failure to pay as due assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a member unless:

- (i) The member is given fifteen (15) days written notice of the proposed disciplinary action and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such member, be oral or in writing. The notice shall be given personally to such member or sent by first-class or registered mail to the last address of such member as shown on the records of the Association, and shall state the place, date and time of the hearing, which shall not be less than five (5) days before the effective date of the proposed penalty, termination, or suspension.
- (ii) The hearing shall be conducted by a committee composed of not less than three (3) persons, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting.
- (iii) Any member challenging the disciplinary measures taken by the Board, including any claim alleging defective notice, must commence Court action within one (1) year after the date of the contested disciplinary measure taken by the Board.

Section 3. Limitations on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

- (a) The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned Lot on account of the failure of the Owner to comply with provisions of this Declaration except by judgment of a Court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay annual or special assessments duly levied by the Association.
- (b) A monetary penalty imposed by the Association as a disciplinary measure for failure of a member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Areas for which the member was allegedly responsible, or in bringing the member

and his Lot into compliance with this Declaration, may not be treated as an assessment which may become a lien against the members' Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorneys' fees) in its efforts to collect delinquent assessments.

Section 4. Fees and Costs. The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a decree from any Court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

Section 5. Non-Liability For Enforcement Or For Non-Enforcement. Neither the Architectural Control Committee nor the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

WATER SYSTEMS

Section 1. Domestic Water System. Each Lot shall have access to a Domestic Water System, to be constructed by Declarant and to be owned and operated by the Association (subject to the transfer of ownership of such Domestic Water System as hereinafter provided). Said Domestic Water System shall consist of a well or wells (located on Well Lots), pumps, regulators, pipes and other delivery system equipment, and shall provide water for culinary and other ordinary domestic household use. The Association shall establish reasonable charges for water use from the Domestic Water System, which charges shall be separate and distinct from any assessment. Any Owner's use of water from the Domestic Water System shall constitute an agreement to pay the charges made by the Association for such use. Unpaid water use charges shall be collectible in an action at law. Should any Owner fail to pay the charges for his water use from the Domestic Water System, the Association shall, after reasonable notice, be entitled to terminate water service to such defaulting Owner.

Section 2. Limitations on Use. No Owner, nor any person claiming right under any Owner, shall use water from the Domestic Water System to water a lawn, pasture, landscaped area or other similar areas (provided that each Owner may use water from the Domestic Water System to water an area not to exceed a total of ten thousand (10,000) square feet), nor shall water from the Domestic Water System be used for any swimming pool, or to supply any exterior decorative pond, or heat exchange system or any other similar use or system without the prior written approval of each such use by the Architectural Control Committee.

Section 3. Transfer. Notwithstanding any other provision of this Declaration, Declarant shall have the right to transfer and convey the Domestic Water System, for and on behalf of the Association, to the City of Eagle or a water company licensed and regulated by the Idaho Public Utilities Commission, conditioned only upon reasonable assurances that the Domestic Water System will be operated in a manner that will provide water service from the Domestic Water System to Owners on a continuing basis with quality of service equal to or better than previously provided. For purposes of this Section, Declarant is hereby appointed and made attorney-in-fact for the Association, with full power of attorney to consummate any such transfer of the Domestic Water System.

Section 4. Irrigation System. Each Lot shall have access to a Pressurized Irrigation Water System ("Irrigation System") to be constructed by Declarant and to be owned and operated by the Association. 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.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTIES

Declarant intends to develop the property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Additional Property"), by subdividing the Additional Property, and recording subdivision plats of such property. The Additional Property will be developed in stages, and will include Common Area and Common Facilities of the same style and nature as included in Banbury No. 1 Subdivision. Declarant shall have the right, without action, approval or consent of the Owners or the Association, to amend the Declaration to include the Additional Property (or parts thereof) as Declarant develops and plats such property. Amendment of the Declaration to include Additional Property, and to subject Additional Property to the rights, privileges, restrictions and covenants herein provided shall be made by the execution and

recordation by Declarant of a Supplemental Declaration, which shall describe the Additional Property being annexed, and shall describe the Common Areas thereof. Upon recordation of the Supplemental Declaration, the Annexed Property shall be subject to this Declaration as if included originally in this Declaration. Any such Supplemental Declaration may designate Lots within the affected Additional Property which may be used for the conduct of a trade or business.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by seventy-five percent (75%) of all Owners, duly acknowledged as to each executing Owner, is recorded in the official records of Ada County, Idaho. This Declaration may be amended during the first twenty (20) year period by an instrument signed and acknowledged by the Owners of not less than ninety percent (90%) of the Lots subject to this Declaration and thereafter by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

Section 3. Conveyance of Common Area. The Common Area shall be conveyed by Declarant to the Association on or before the tenth (10th) day after conveyance of the first Lot in the Project. Until the Common Area has been conveyed to the Association, Declarant shall be solely responsible for the maintenance and management thereof, and for all costs and expenses arising therefrom.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of May, 1987.

HOFF COMPANIES, INC.,
an Idaho corporation

By

Harvey B. Hoff
President

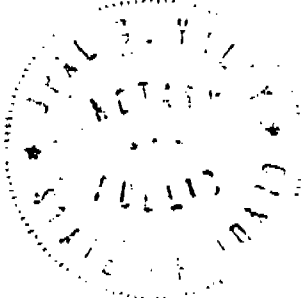
ATTEST:

Ann B. Hawley
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of May, 1987, before me, a notary public in and for said state, personally appeared Harvey B. Hoff AND Ann B. Hawley, known or identified to me to be the President and Secretary, respectively, of HOFF COMPANIES, INC., the corporation that executed the within 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.



Opal G. Dally
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on 6/21, 1991

EXHIBIT A

ADDITIONAL PROPERTIES

PORTIONS OF THE NE1/4, SECTION 19, SECTION 20,
SW1/4, SECTION 17 AND SE1/4, SECTION 18,
T.4N., R.1E., B.M.,
ADA COUNTY, IDAHO

Portions of the NE1/4 of Section 19, Section 20, the SW1/4 of Section 17 and the SE1/4 of Section 18, all in T.4N., R.1E., B.M., Ada County, Idaho and more particularly described as follows:

Beginning at the brass cap marking the Southeast corner of the said Section 20, also said point being the REAL POINT OF BEGINNING;

thence North 0°36'46" East 2,270.10 feet along the Easterly boundary of the S1/2 of the said Section 20, which is also the center-line of North Eagle Road, to an iron pin;

thence North 89°54'52" West 394.50 feet along a line Southerly of and parallel to the Northerly boundary of the said S1/2 of Section 20 to an iron pin;

thence North 0°36'46" East 377.50 feet along a line Westerly of and parallel to the said Easterly boundary of the S1/2 of Section 20 to an iron pin on the said Northerly boundary of the S1/2 of Section 20;

thence North 1°15'11" East 89.02 feet along a line Westerly of and parallel to the Easterly boundary of Lot 8 of the NE1/4 of the said Section 20 to an iron pin;

thence North 89°54'52" West 938.23 feet along a line 89.00 feet Northerly of and parallel to the said Northerly boundary of the S1/2 of Section 20 to an iron pin on the Easterly boundary of Lot 7 of the said NE1/4 of Section 20;

thence North 0°04'30" West 947.87 feet along the said Easterly boundary of Lot 7 of the NE1/4 of Section 20 to a point on the Southwesterly highwater line of the South Arm of the Boise River;

thence along the said Southwesterly highwater line of the South Arm of the Boise River the following courses and distances:

North 80°18'00" West 186.77 feet;

thence North 86°24'50" West 97.06 feet;

thence North 66°19'30" West 162.79 feet;

thence North 82°24'10" West 191.38 feet;

thence North 75°51'30" West 201.83 feet;
 thence North 86°43'40" West 150.34 feet;
 thence South 83°42'30" West 102.98 feet;
 thence North 86°05'50" West 253.47 feet;
 thence North 64°52'20" West 131.53 feet;
 thence North 74°53'50" West 82.07 feet;
 thence South 78°10'10" West 67.76 feet;
 thence North 86°38'20" West 160.00 feet;
 thence North 68°40'10" West 164.22 feet;
 thence North 55°58'00" West 281.26 feet;
 thence North 46°15'10" West 81.16 feet;
 thence North 57°33'40" West 181.45 feet;
 thence North 73°14'00" West 148.57 feet;
 thence South 87°39'00" West 128.26 feet;
 thence North 72°08'00" West 110.01 feet;
 thence North 50°14'30" West 105.79 feet;
 thence North 17°13'00" West 116.80 feet;
 thence North 32°16'20" West 138.27 feet;
 thence North 22°31'00" West 54.36 feet;

thence leaving the said Southwesterly highwater line of the South Arm of the Boise River North 41°23'15" West 109.22 feet to an iron pin on the highwater line of the South Bank of the South Channel of the Boise River;

thence along the said highwater line of the South Bank of the South Channel of the Boise River the following courses and distances:

North 51°14'00" West 61.54 feet to an iron pin;

thence North 59°20'00" West 109.80 feet to an iron pin;

thence North 68°55'00" West 83.15 feet to an iron pin;
 thence North 85°45'30" West 69.93 feet to an iron pin;
 thence North 54°16'00" West 75.56 feet to an iron pin;
 thence North 86°43'00" West 82.48 feet to an iron pin;
 thence North 36°10'00" West 108.44 feet to an iron pin;
 thence North 66°10'29" West 214.00 feet to an iron pin;
 thence North 45°55'05" West 141.55 feet to an iron pin;
 thence North 50°46'30" West 145.24 feet to an iron pin;

thence North 20°26'40" West 191.07 feet to an iron pin on the Westerly boundary of the said SW1/4 of Section 17, also said point bears North 0°14'41" East 2,887.79 feet along the Westerly boundary of Section 20 and the said Westerly boundary of the SW1/4, Section 17 from the brass cap marking the one-quarter corner common to Section 19 and 20;

thence North 41°09'31" West 258.62 feet to a point;
 thence North 75°33'00" West 81.00 feet to a point;
 thence South 71°02'00" West 349.60 feet to a point;
 thence North 86°06'00" West 267.00 feet to a point;
 thence South 72°53'00" West 287.00 feet to a point;
 thence South 22°44'00" West 264.00 feet to a point;
 thence South 15°16'00" East 153.00 feet to a point;
 thence South 10°34'00" East 146.00 feet to a point;
 thence South 17°40'00" West 102.00 feet to a point;
 thence South 53°10'00" West 120.40 feet to a point;

thence North 87°11'04" West 38.57 feet to an iron pin on the extended Westerly boundary of the E1/2 of the said NE1/4 of Section 19;

thence leaving the said highwater line of the South Bank of the South Channel of the Boise River South 0°15'40" West 887.14 feet along the said extended Westerly boundary of the E1/2 of the NE1/4 of Section 19 to an iron pin;

thence South 89°40'20" East 1,593.14 feet along a line 6.00 feet Northerly of and parallel to the Southerly boundary of Lot 1 of the said NE 1/4 of Section 19 to an iron pin;

thence South 0°14'41" West 1,036.00 feet along a line 275.00 feet Easterly of and parallel to the said Westerly boundary of Section 20 to a point on the centerline of a certain ditch;

thence North 65°12'35" West 302.32 feet to an iron pin on the said Westerly boundary of Section 20;

thence South 0°14'41" West 415.10 feet along the said Westerly boundary of Section 20 to a brass cap marking the said one-quarter corner common to Sections 19 and 29;

thence continuing South 0°14'41" West 2,640.00 feet along the said Westerly boundary of Section 20, which is also the centerline of North Locust Grove Road, to a brass cap marking the Southwest corner of the said S 1/2 of Section 20;

thence South 89°26'29" East 2,653.19 feet along the Southerly boundary of the said S 1/2 of Section 20, which is also the centerline of U.S. Highway 20, Federal Aid Secondary No. F.A.S. 161-D(1), to a brass cap marking the one-quarter corner common to Sections 20 and 29;

thence North 89°46'26" East 2,649.26 feet along the said Southerly boundary of the S 1/4 of Section 20 to the point of beginning, comprising 513.95 acres, more or less.

Except the following described parcel:

Banbury No. 1 Subdivision, according to the official plat thereof on file in the Office of the County Recorder of Ada County, State of Idaho, in Book 54 of Plats at Pages 4930 and 4931.

Ada County, Idaho

Request of

Harold J. Smith

TIME 2:10 P.M.

DATE 5-18-89

JOHN BASTIDA

RECORDER

By *[Signature]*

48.00 Deputy

8917170

AMENDMENT
OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BANBURY NO. 1 SUBDIVISION AND BANBURY NO. 2 SUBDIVISION

1118001245

THIS AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective as of the 6th day of April, 1989, by the undersigned, constituting the Owners of not less than ninety percent (90%) of the Lots subject to the Declaration of Covenants, Conditions and Restrictions for BanBury No. 1 Subdivision (the "Declaration"), including the Lots of BanBury No. 2 Subdivision made subject to the Declaration by the Supplemental Declaration of Covenants, Conditions and Restrictions for BanBury No. 2 Subdivision (the "Supplemental Declaration").

W I T N E S S E T H :

1. The Declaration was recorded on May 18, 1987 as Instrument No. 8729275, records of Ada County, Idaho, and the Supplemental Declaration was recorded March 30, 1988, as Instrument No. 8814705, records of Ada County, Idaho.

The Supplemental Declaration incorporated by reference the Declaration and made the property described in the Supplemental Declaration subject to the Declaration.

2. Article V, § 13 of the Declaration is hereby amended by the addition of the following provisions after the first sentence of said Article V, § 13:

The prohibition of use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). The occupancy of a dwelling structure on a Lot shall be limited to one or more persons related by blood, adoption or marriage, living together as a single housekeeping unit, or not more than two persons, though not related by blood, adoption or marriage, living together as a single housekeeping unit.

And, by changing the period at the end of said § 13 to a comma and adding the following clause:

but shall not be used for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Sections 67-6530 and 67-6531, Idaho Code).

Article V, § 13, as amended and hereby restated shall now provide as follows:

No portion of the Common Area, or any Lot (except Lot 1 in Block 1) or any structure thereon shall be used for the conduct of any trade or business or professional activities. The prohibition of use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). The occupancy of a dwelling structure on a Lot shall be limited to one or

related by blood, adoption or marriage, living together as a single housekeeping unit. Noxious or undesirable acts or undesirable use of more persons related by blood, adoption or marriage, living together as a single housekeeping unit, or not more than two persons, though not any portion of the Property including (but not limited to) acts or uses causing loud noise which interferes with the peaceable enjoyment of neighboring properties is prohibited and shall not be permitted or maintained; provided, however, that an office or model home for the purpose of the development, construction and sale of the Lots and homes in the Project may be maintained by Declarant. Lot 1 in Block 1 may be used for commercial purposes, such as the conduct of a trade or business, but shall not be used for a "half-way house," treatment center, shelter home, school, day-care center or other similar use, including use for the care or residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Sections 67-6530 and 67-6531, Idaho Code).

3. Article VII, § 6 of the Declaration is hereby amended by deletion of the following provisions:

. . . provided, however, that assessments for Lots which have not been improved with a dwelling unit or out-buildings shall be assessed at one-half (1/2) of the assessment for Lots which have been improved with a dwelling unit or out-buildings. A lot shall be deemed improved with a dwelling unit or out-building when such structure is occupied or substantially completed.

Article VII, § 6, as amended and hereby restated shall now provide as follows:

Section 6. Uniform Rate of Assessment.
Both annual and special assessments must be fixed at a uniform rate for all lots.

4. The Declaration, as amended, shall apply to and bind all property and Lots in Banbury No. 1 Subdivision and

BanBury No. 2 Subdivision, and all property hereafter made subject to the Declaration by any Supplemental Declaration.

The within and foregoing provisions of this instrument shall be effective as of the date first above written, upon execution, acknowledgement and recording of this instrument by the requisite Owners.

<u>Owner</u>	<u>Date of Execution</u>
HOFF COMPANIES, INC.	
By <u>Harvey R. Hoff</u> President	<u>3-6</u> , 1989
<u>Anita L. Johnson</u>	<u>3/6</u> , 1989
<u>Deane B. Sheobald</u> <u>Marlene Fein</u> <u>Michael D. Fein</u>	<u>3-6</u> , 1989
<u>James Thomas [Signature]</u> <u>Dana D. Harris</u> <u>Malcolm R. Harris</u>	<u>3-6</u> , 1989
<u>Coral A. Wallace</u> <u>Judy M. Warden</u> <u>[Signature]</u> <u>Julie K. Mason</u> <u>[Signature]</u> <u>Charles J. [Signature]</u>	<u>3-6</u> , 1989
<u>[Signature]</u>	<u>3/6</u> , 1989
<u>[Signature]</u>	<u>3/4</u> , 1989
<u>[Signature]</u>	<u>5/6</u> , 1989
<u>[Signature]</u>	<u>"</u> , 1989

**SUPPLEMENTAL DECLARATION AND UNCONDITIONAL
WAIVER OF RIGHT TO ANNEX PORTION OF "ADDITIONAL PROPERTY"**

This Supplemental Declaration is made on the date hereinafter set forth by HOFF COMPANIES, INC., an Idaho corporation (hereinafter referred to as “Declarant”).

WITNESSETH:

WHEREAS, Declarant caused to be recorded a Declaration of Covenants, Conditions and Restrictions for BANBURY NO. 1 SUBDIVISION, recorded as Instrument No. 8729275, Records of Ada County (hereinafter "CC&R's");

AND WHEREAS, Article XI of the CC&R's provides that property described in Exhibit A to the CC&R's (the "Additional Property") may, at the election of Declarant, become subject to the CC&R's;

AND WHEREAS, Declarant desires to unconditionally waive the right to subject the property described in Exhibit A, attached hereto to the CC&R's;

NOW, THEREFORE, Declarant hereby declares that it hereby unconditionally waives the right to subject the property described in Exhibit A to this Supplement Declaration, to the CC&R's recorded as Instrument No. 8729275. Declarant further unconditionally declares that the term "Additional Property" as described in the CC&R's shall not now and forever include the property described in Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned being the Declarant herein has hereunto set his hand and seal this 25th day of May, 1999.

HOFF COMPANIES, INC.

PIONEER TITLE

By:

ADA Bryan Hoff, President
J. DAVID NAVARRO
JOSE IDAHO

~~RECORDED-REQUEST OF~~

[illegible]

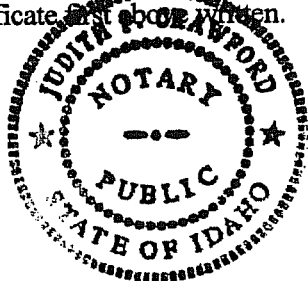
FEE 12.00 DEPUTY M. Papil

1999 MY 26 PM 2:26

99053001

On this 25 day of May, 1999, before me, the undersigned Notary Public in and for said State, personally appeared Brian Hoff, known or identified to me to be the President of HOFF COMPANIES, INC., the company that executed the instrument or the person who executed the instrument on behalf of said company, and acknowledged to me that such 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.



Joshua J. Crawford
NOTARY PUBLIC, State of Idaho
Residing at Boise, Idaho

JOHNSON ENGINEERING
9225 CHINDEN BLVD. SUITE J
GARDEN CITY, ID 83714
(208) 323-7563

BANBURY MEADOWS BOUNDARY DESCRIPTION
Thursday, March 25, 1999

A PORTION OF SECTIONS 19 & 20, T.4N., R.1E., BOISE MERIDIAN, EAGLE CITY, ADA COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 20, T.4N., R.1E., BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, THENCE
N01°12'58"E 600.12 FEET ALONG THE SECTION LINE, THENCE
N89°54'06"W 64.12 FEET TO POINT OF BEGINNING WHICH IS THE INITIAL POINT OF BANBURY MEADOWS SUBDIVISION NO. 1, THENCE
N89°54'06"W 460.59 FEET, THENCE
S01°20'38"W 511.12 FEET, THENCE
S89°54'08"E 130.95 FEET, THENCE
S01°38'45"W 460.62 FEET, THENCE
S89°54'52"E 333.74 FEET, THENCE
S01°14'32"W 154.83 FEET, THENCE
S01°01'29"W 997.26 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF BANBURY SUBDIVISIONS, THENCE ALONG SAID BOUNDARY
N78°12'57"W 107.85 FEET, THENCE
N66°10'04"W 163.08 FEET, THENCE
N52°09'15"W 155.65 FEET, THENCE
N34°27'29"E 91.13 FEET, THENCE
N82°05'29"W 136.98 FEET, THENCE
S87°29'56"W 82.76 FEET, THENCE
N61°32'56"W 40.04 FEET, THENCE
N49°23'05"W 118.17 FEET, THENCE
N49°23'05"W 443.50 FEET, THENCE
N64°23'31"W 115.00 FEET, THENCE
N82°12'10"W 58.91 FEET, THENCE
S78°22'20"W 104.50 FEET, THENCE
S85°06'10"W 298.73 FEET, THENCE
N84°59'05"W 181.42 FEET, THENCE
N77°29'40"W 435.00 FEET, THENCE
N57°30'05"W 213.87 FEET, THENCE
N90°00'00"W 120.44 FEET, THENCE
S86°47'07"W 114.18 FEET, THENCE
N78°35'01"W 481.40 FEET, THENCE

N78°13'00"W 377.10 FEET, THENCE
N60°20'00"W 857.17 FEET, THENCE
N74°53'14"W 412.83 FEET, THENCE
N87°09'22"W 653.27 FEET, THENCE LEAVING THE NORTHERLY BOUNDARY
OF BANBURY SUBDIVISIONS
N00°14'41"E 322.21 FEET ALONG A SECTION LINE, THENCE LEAVING THE
SECTION LINE
S065°12'35"E 302.32 FEET, THENCE
N00°14'41"E 598.49 FEET, THENCE
N79°37'11"W 1618.44 FEET, THENCE
N00°15'34"E 155.01 FEET, THENCE
N00°15'40"E 887.14 FEET, THENCE
S87°11'04"E 38.57 FEET, THENCE
N53°10'00"E 120.40 FEET, THENCE
N17°40'00"E 102.00 FEET, THENCE
N10°34'00"W 146.00 FEET, THENCE
N15°16'00"W 153.00 FEET, THENCE
N22°44'00"E 264.00 FEET, THENCE
N72°53'00"E 287.00 FEET, THENCE
S86°06'00"E 267.00 FEET, THENCE
N71°02'00"E 349.60 FEET, THENCE
S75°33'00"E 81.00 FEET, THENCE
S41°09'31"E 258.62 FEET, THENCE
S20°26'40"E 191.07 FEET, THENCE
S50°46'30"E 145.24 FEET, THENCE
S45°55'05"E 141.55 FEET, THENCE
S66°10'29"E 214.00 FEET, THENCE
S36°10'00"E 108.44 FEET, THENCE
S86°43'00"E 82.48 FEET, THENCE
S54°16'00"E 75.56 FEET, THENCE
S85°45'30"E 69.93 FEET, THENCE
S68°55'00"E 83.15 FEET, THENCE
S59°20'00"E 109.80 FEET, THENCE
S51°14'00"E 61.54 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF
STREAMSIDE SUBDIVISION, THENCE ALONG SAID BOUNDARY
S41°23'15"E 109.22 FEET, THENCE
S22°31'00"E 54.36 FEET, THENCE
S32°16'20"E 138.27 FEET, THENCE
S17°12'58"E 116.79 FEET, THENCE
S50°14'30"E 105.79 FEET, THENCE
S72°08'00"E 110.01 FEET, THENCE
N87°39'00"E 128.26 FEET, THENCE
S73°14'00"E 148.57 FEET, THENCE
S57°33'40"E 181.45 FEET, THENCE

S46°15'10"E 81.16 FEET, THENCE
S55°58'00"E 281.26 FEET, THENCE
S68°40'10"E 164.22 FEET, THENCE
S86°38'20"E 160.00 FEET, THENCE
N78°10'10"E 67.76 FEET, THENCE
S74°53'50"E 82.07 FEET, THENCE
S64°52'20"E 131.53 FEET, THENCE
S86°05'50"E 253.47 FEET, THENCE
N83°42'30"E 102.98 FEET, THENCE
S86°43'40"E 150.34 FEET, THENCE
S75°51'30"E 201.83 FEET, THENCE
S82°24'10"E 191.38 FEET, THENCE
S66°19'30"E 162.79 FEET TO A POINT THAT IS ON THE NORTHERLY
BOUNDARY OF BANBURY MEADOWS SUBDIVISION NO. 1 AS WELL AS THE
SOUTHERLY BOUNDARY OF STREAMSIDE SUBDIVISION, THENCE ALONG
SAID BOUNDARIES
S86°24'50"E 97.06 FEET, THENCE
S80°18'00"E 15.65 FEET, THENCE
S80°18'00"E 55.03 FEET, THENCE
S80°18'00"E 116.09 FEET, THENCE LEAVING THE BOUNDARY OF
STREAMSIDE SUBDIVISION AND CONTINUING ALONG THE BOUNDARY OF
BANBURY MEADOWS SUBDIVISION NO. 1
S00°08'09"E 94.55 FEET, THENCE
S00°08'09"E 82.18 FEET, THENCE
S00°08'09"E 10.56 FEET, THENCE
S89°54'06"E 1285.88 FEET, THENCE
ON A CURVE TO THE LEFT, WHOSE CENTRAL ANGLE IS 00°25'10", WHOSE
RADIUS IS 11529.16 FEET, WHOSE LENGTH IS 84.40 FEET, AND WHOSE LONG
CHORD BEARS S 01°27'25" W 84.36 FEET, THENCE
S01°14'50"W 165.70 FEET TO THE POINT OF BEGINNING

CONTAINS 290.16 ACRES

4930

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF
Hawley
Troxell 24.00
FEE DEPUTY *Mason*

2000 OC -3 AM 10: 52

100079121

Recording Requested By and
When Recorded Return to:
Steven F. Schossberger
HAWLEY TROXELL ENNIS & HAWLEY LLP
P.O. Box 1617
Boise, Idaho 83701

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**DECLARATION AND ADOPTION
OF RULES FOR CONSTRUCTION
WITHIN
BANBURY SUBDIVISION**

The Board of Directors ("Board") of Banbury Homeowners' Association, Inc., a non-profit corporation (the "Association"), pursuant to Article V of the Declaration of Covenants, Conditions and Restrictions for Banbury No. 1 Subdivision ("CC&Rs"), recorded as Instrument No. 8729275, Official Records of Blaine County, Idaho, as amended and supplemented, hereby declares and adopts the following rules regarding construction within Banbury Subdivision ("Banbury"):

1. SUBMITTALS FOR ARCHITECTURAL APPROVAL:

Prior to commencement of new home construction in Banbury, the Lot owner must obtain approval of the proposed improvements from the Banbury Architectural Control Committee. Approval must be in written form. Submittals for Architectural Control Committee ("ACC") approval shall be made on the "Application for Architectural Approval" form provided by the Association and must include the following:

- a. Complete site plan with a scale of 1" equals 20', showing the exterior perimeter of the lot, proposed location of all structures (including the septic system), driveways and walkways, easements and setbacks as specified in the applicable subdivision plat, drainage and site landscaping plan;
- b. Complete set of floor plans and elevations at a scale of 1/4" equals 1', the square footage of each floor as well as the total square footage area to be designated;
- c. Complete set of building specifications; said specifications should clearly indicate all interior and exterior materials to be used, type and color of windows, and type of heating system;
- d. Statement of a date when the Architectural Control Committee can make a physical on-site inspection for the purpose of viewing and approving the layout of the proposed structure on the site;

e. Any other information that may be requested by the Architectural Control Committee;

f. Payment of the Architectural Approval Fee as outlined in this document.

2. APPROVALS:

The Lot Owner shall be notified of the Architectural Control Committee's approval or disapproval of the Application within thirty (30) days from the date of submission. The approval shall be valid for a period of one year, at which time, if construction of the proposed improvements has not begun, such approval shall expire and no longer be in effect. Said approval may be conditional.

In the event the approval needs to be altered or modified, the Lot Owner shall submit a revised "Application for Architectural Approval" indicating the proposed changes from the approved plan. Said Application will be reviewed and the Application approved or disapproved in the same manner as the original Application for Architectural Approval. If the initial Application was accompanied by the full payment of the Architectural Approval Fee, then no additional fee will be required.

3. APPROVAL FEE:

An Architectural Approval Fee (\$100.00 for Phases 1 & 5; \$250.00 for Phases 2, 3 & 4; \$500.00 for Phases 6 & 7) shall be paid with each Application for Architectural Approval. The Architectural Control Committee may retain an architect or other consultant to review the Applications.

4. ARCHITECTURAL CONTROL COMMITTEE:

All submissions and inquiries to the Architectural Control Committee shall be addressed to the Committee c/o Development Services, Inc., 340 W. State Street, Eagle, Idaho 83616. Telephone 939-6000, Fax 939-6118.

5. CONSTRUCTION AND DESIGN:

Prior to construction, the contractor responsible for such construction (whether such contractor is an owner of a lot within Banbury, or is a third party) shall meet with the Architectural Control Committee, or its designee, for purposes of familiarizing the contractor with all pre-construction and construction requirements within Banbury. Such meeting may be arranged by contacting _____, _____, at (208) _____, or such other person as may be designated by the Board. Construction completion including finished painting shall be within eight months from the date of commencement of construction.

6. Contractor is responsible for site excavation, and for identifying the locations of underground utilities, irrigation lines and valves, etc., cables, etc., so that the same will not be inadvertently severed or damaged during construction. If any such utilities, lines or cables are inadvertently severed or damaged, the cost of such repair shall be billed back to the Lot Owner with a copy of the billing sent to the contractor.

7. Prior to any construction, a temporary, either orange or red, hard plastic interwoven construction fence at least four (4) feet in height, shall be constructed around the construction site, and around any trees within the site as designated by the Banbury Area Manager, and thereafter maintained during the course of construction.

8. Prior to any excavation being allowed on-site, the driveway for each lot must be installed. Driveway cuts onto streets shall be limited to one per lot, unless otherwise approved by the Architectural Control Committee. All driveway and walkway surfaces abutting the public sidewalk will be surfaced in a hard material, such as concrete, asphalt, brick, tile, etc.

9. During the course of construction, there shall be no overnight parking of any vehicles related to such construction, including, without limitation, employee vehicles or vehicles belonging to suppliers or vendors.

10. The Lot Owner, or the Lot Owner's representative, shall designate to the Architectural Control Committee the name and telephone number(s) of the superintendent or contact person in immediate charge of controlling construction activities on the lot. Such designation shall be kept current during the course of construction. If the designated superintendent or contact person is not readily available, the Lot Owner shall be deemed the contact person for all intents and purposes, and 24-hour prior written notice to such owner shall suffice regarding notice or contact required hereunder with respect to such superintendent or contact person.

11. Construction activities shall be permitted only during the hours of 7:00 a.m. to 7:00 p.m., Monday through Sunday.

12. NO CONSTRUCTION WORKERS' PETS (*E.G.*, DOGS) SHALL BE ALLOWED AT ANY TIME ON THE CONSTRUCTION SITE.

13. NO LOUD RADIO BROADCAST AND/OR MUSIC EMANATING FROM THE CONSTRUCTION SITE SHALL BE PERMITTED AT ANY TIME. IF SUCH CAN BE HEARD FROM ANY NEIGHBORING LOT, IT SHALL BE CONSIDERED LOUD.

14. All construction vehicles, trailers, fencing, equipment, unused building materials, and so forth must be removed from the lot as soon as practicable after substantial completion of the construction, not to exceed fifteen (15) days; provided, however, that no occupancy shall be permitted until all construction vehicles, trailers, fencing, equipment and so forth have been removed.

15. While no specific form or minimum of landscaping is required for lots, all surfaced areas should be finished in some manner. A landscaping plan must be approved as a part of the Architectural review. As a general guideline, the front yard area of each lot shall include the following: (i) the ground area shall be planted with shrubs and ground cover, or utilized as entryways; (ii) plantings shall include a minimum of two (2) two and one-half inch (2½") caliper trees measured at twenty-four inches (24") above ground plane, and fourteen (14) five (5) gallon shrubs. (Any plantings that do not survive or are not healthy shall be replaced immediately.) On corner lots, the side yard shall be treated the same as front yards and landscaped accordingly. All landscaping must be completed prior to occupancy or within thirty (30) days thereafter. Special consideration will be granted from the termination of the irrigation system (approx. 10/15 to 4/1) upon approval by the ACC.

16. No buildings or structures are to be erected on any lot for the purpose of a temporary construction shelter or storage of construction materials. Temporary living quarters for workmen or the owner WILL NOT BE PERMITTED.

17. Temporary enclosed chemical toilets must be available during all construction. Chemical toilets should, if possible, be screened from view and located away from neighbors.

18. During construction, erosion shall be minimized through proper soil stabilization water control and timely vegetation. The Lot Owner or contractor shall implement all required control techniques.

19. All lots are to be cleared and excavated in a workmanlike manner with consideration for surrounding lots and homeowners. All dirt and debris not to be used in construction are to be removed from the area and stockpiled in an assigned location. Builders are responsible for repairs of any damage which may occur during excavation to sidewalks, mailboxes, streets, utilities or other onsite or offsite improvements.

20. Building heights will be controlled by the Architectural Control Committee to prevent the adverse impact that might be imposed on sensitive areas or air and light requirements of other properties. Unless otherwise approved, no dwelling structure shall exceed thirty-two (32) feet in height above the natural surface elevation of the ground and no barn, animal shelter or similar out-building shall exceed sixteen (16) feet above the natural surface elevation of the ground.

21. All exterior chimneys are to be of wood, stone, brick, or metal. All metal chimneys are to be painted as designated by the Architectural Control Committee.

22. Builders shall inspect all onsite improvements prior to commencement of construction and report any problems to the Architectural Control Committee. Unless otherwise notified prior to commencement of construction, all onsite improvements shall be considered in good repair and all damages occurring during construction will be the responsibility of the builder/lot owner. Said repairs are to be made immediately upon occurrence.

23. Wood shakes and shingles, tile and fiberglass shingles are the only approved roof material unless otherwise approved by the Architectural Control Committee.

24. Only normal entrance lights on porches and garages shall be allowed, except that each lot owner shall install the required driveway entrance light, with photo-cell device, adjacent to the juncture of the driveway and the street. Mercury vapor lamps are considered a nuisance and not allowed without prior specific approval of location and size by the Architectural Control Committee. Colored lights shall be prohibited. Decorative and/or landscaping lighting must be specifically approved by the Architectural Control Committee. Lighting for Holiday purposes is excluded from the above.

25. Wood and hardboard siding with full-bodied stains and paints in earthtone colors and brick, stone or stucco in earthtone colors are acceptable for exterior use. Exterior color and material treatment used shall be continuous and consistent on all elevations to achieve a uniform design and to avoid a "Wainscot" look. Colors shall be compatible with surrounding homes and must be pre-approved by the Architectural Control Committee. All vents and pipes shall be painted a color compatible with the color scheme of the building.

26. Wood, white clad vinyl and bronze anodized metal are approved for all windows, door frames, skylights and garden windows. Mill finished aluminum windows are not acceptable, nor can they be installed and later painted. All glass, plastic or other transparent skylight and garden windows shall be treated to eliminate reflective glare.

27. Utility meters are to be placed in an unobtrusive location and concealed behind fences where possible.

28. All gutters and downspouts are to be continuous in nature and shall be colored to blend with the surface to which they are attached.

29. Each homeowner should screen such service items as garbage and trash containers and miscellaneous storage area so that they cannot be seen from the street or surrounding homes. Consideration shall be given to the placement of all heat pumps, compressors or like equipment so that they are not a nuisance to surrounding homes and they should be fenced where possible.

30. Connection to all utilities must be underground. Materials must conform to the State of Idaho Electrical and Plumbing codes and must be inspected by the proper governmental agency. Before you allow anyone to dig at BanBury, check for underground sprinkler and utility lines. If you have any questions, call Stan McHutchison, Briggs Engineering, Inc., 344-9700, 1551 Federal Way, Boise, Idaho.

31. The Lot Owner or contractor shall cause the construction site to be maintained in as clean and orderly condition as is practicable, with no loose debris or trash permitted to accumulate, and dumpsters or other trash containers not permitted to overfill, and regularly emptied. The job site must be cleaned up on a daily basis prior to leaving the site. A metal

dumpster, provided by a refuse company for trash and debris is required and shall be the builder's responsibility. This dumpster shall be located within the lot boundary and shall not be placed in the street or sidewalk adjacent to the lot. Excessive mud or dirt shall not be permitted to be tracked from the site onto the roadways within Banbury. If, despite verbal warning, such excessive mud or dirt is not removed, the Banbury Manager is authorized to sweep the affected roadways and back charge the Lot Owner at the rate of \$50 per hour. If the Association must have the dumpster emptied or trash cleaned up, this will also be charged at a rate of \$50.00 per hour.

32. Regular construction inspections shall be conducted by the Architectural Control Committee or its designee(s), to insure compliance with these rules. Pursuant to Article IX of the CC&Rs, the Board hereby establishes the following system of procedures, fines and penalties:

(a) Initial infraction of a rule will result in a verbal warning to the designated superintendent or contact person. If the infraction is not promptly corrected, either another verbal warning or a written citation, as determined appropriate by the Architectural Control Committee, will be issued. A letter from the Board with a copy of the citation will be sent to the owner and the contractor.

(b) Continued infraction of the rule will result in another citation being issued and a fine imposed. The citation and a Letter Notice setting forth the repeated infraction and the fine imposed will be issued to the designated superintendent or contact person. A letter from the Board with a copy of the Letter Notice and the citation will be sent to the owner and the contractor. The fine imposed shall be \$100.00 per day, per infraction, which fine amount shall accrue until the infraction of the rule has ceased.

(c) If, despite the imposition of a fine, the infraction continues, the Board, in its discretion, may issue a Red Tag Notice, which shall be issued given to the designated superintendent or contact person. Delivery of the Red Tag Notice shall cause all construction work to halt, until the infraction of the rule has ceased. A letter from the Board with a copy of the Red Tag Notice will be sent to the Lot Owner and the contractor.

33. In addition to any fee that may be charged under the CC&Rs or any other Rules of the Banbury Subdivision (e.g., the Architectural Control Committee review fee, and the Common Area damage Special Assessment under Section 4 of the CC&Rs), prior to the start of any new home construction, and as an additional condition to approval of construction by the Architectural Control Committee, the Lot Owner shall pay to the Banbury Subdivision Homeowners' Association a Construction Deposit in the amount of \$2,000.00, to be deposited in an interest bearing account of the Association. Such deposit shall be subject to refund after deduction of any fine imposed under these Rules for Construction. If such deposit is exhausted and a fine amount remains to be paid, the same shall be collected pursuant to the Special Assessment provisions of the CC&Rs. Upon completion of construction, any balance of such deposit shall be reimbursed to the owner, together with any interest accrued therein.

Upon recordation hereof, these rules shall have the same force and effect as if they were a part of the CC&Rs and should any of these Rules be inconsistent with the CC&Rs, the CC&Rs shall govern. This Declaration shall be effective as of the date of recordation hereof.

WITHOUT LIMITATION UPON ANY OF THE FOREGOING, PRIOR TO APPROVAL OF CONSTRUCTION BY THE ARCHITECTURAL CONTROL COMMITTEE, A COPY OF THESE RULES SHALL BE EXECUTED BY THE LOT OWNER(S), LOT OWNER'S REPRESENTATIVE, ARCHITECT AND/OR CONTRACTOR, AND PLACED ON FILE WITH THE ARCHITECTURAL CONTROL COMMITTEE. SUCH EXECUTION BY SAID PERSONS SHALL CONCLUSIVELY EVIDENCE THEIR ACKNOWLEDGEMENT OF AND AGREEMENT TO THESE RULES AND THE MATTERS SET FORTH HEREIN.

**THESE RULES FOR CONSTRUCTION UNANIMOUSLY PASSED BY
THE BOARD OF DIRECTORS OF
BANBURY SUBDIVISION HOMEOWNERS' ASSOCIATION
SEPTEMBER 14, 2000.**

BANBURY SUBDIVISION HOMEOWNERS' ASSOCIATION

Board of Directors:

R. Blair Miller

George Swann

Diane Anderson

Bruce Bernhard

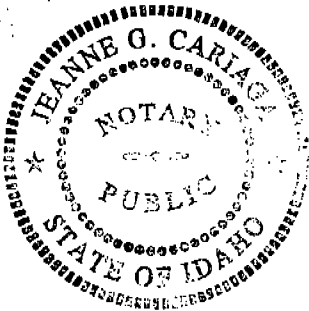
STATE OF IDAHO)

SS.

County of Ada)

On this 27th day of September, 2000, before me, Jeanne G. Cariaga, a Notary Public in and for said State, personally appeared R. CLAIRE MILES, DIANE ANDERSON, BURDETT BERNHARDT AND MORGAN MASNER, known or identified to me to be Members of the Board of Directors of BANBURY HOMEOWNERS' ASSOCIATION, INC. 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 seal the day and year in this certificate first above written.



Jeanne G. Cariaga

NOTARY PUBLIC FOR IDAHO

Residing at Boise, ID

My Commission Expires: 8/23/2003

NOTARY - board of directors