



**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHAMBERLAIN ESTATES SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION is made effective as of November 4, 2019, by Chamberlain Estates Neighborhood Association, Inc., an Idaho non-profit corporation and no less than 67% of the Owners ("Declarant" or "Grantor").

ARTICLE I. RECITALS

1.1 That the original Declarations recorded as Instruments No. 96034301 and 9700567, in the records of Ada County, Idaho and amendments thereto recorded as Instruments No. 99011515; 99011516; 107046657; 108052710; 113034817; and 2015-012774 ("Declaration"), required consolidation, amendment and updates to ensure continued effectiveness. This Amended and Restated Declaration shall supersede and replace the Original Declaration.

1.2 The property subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chamberlain Estates Subdivision is all of the real property located in the City of Meridian, County of Ada, state of Idaho, described in the attached Exhibit A (the "Property").

1.3 The purpose of this Amended and Restated Declaration and the Original Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability, and attractiveness, to ensure a well-integrated high-quality development, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II. DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following terms, covenants, conditions, easements, and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Property, and to enhance the value, desirability, and attractiveness of the Property. The terms, covenants, conditions, easements, and restrictions set forth herein:

A. Shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all Persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. Shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. Shall inure to the benefit of, and be binding upon, Grantor, Grantor's successors in interest, and each grantee or Owner, and such grantees or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

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

ARTICLE III. DEFINITIONS

3.1 Architectural Committee shall mean the committee created by the Original Grantor or an Association pursuant to Article X hereof.

3.2 Articles shall mean the Articles of Incorporation of an Association or other organizational or charter documents of an Association.

3.3 Assessments shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of any Association as further defined in this Amended and Restated Declaration.

3.4 Association shall mean the Idaho profit or non-profit corporation, and its successors and assigns, established by Original Grantor to exercise the powers and to carry out the duties set forth in this Amended and Restated Declaration or any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the Chamberlain Estates Neighborhood Association, Inc., or any similar name which fairly reflects its purpose.

3.5 Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of an Association.

3.6 Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association indicated in Section 3.4.

3.7 Building Lot shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.8 Bylaws shall mean the Bylaws of the Association indicated in Section 3.4.

3.9 Chamberlain Estates Subdivision shall mean the Property.

3.10 Common Area shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Chamberlain Estates Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may be established from time to time by Grantor on a portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Amended and Restated Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.11 Amended and Restated Declaration shall mean this Amended and Restated Declaration as it may be amended from time to time.

3.12 Design Guidelines shall mean the construction guidelines approved by the Architectural Committee.

3.13 Grantor shall mean the parties hereof and their successors in interest, affiliates of the Grantor, or any Person or entity to whom the rights under this Amended and Restated Declaration are expressly transferred by Grantor or its successors. An affiliate shall mean any entity with some form of common ownership interest with the Grantor or partners of the Grantor.

3.14 Improvement shall mean any structure, facility, system, or other Improvement or object, whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, and fixtures of any kind whatsoever.

3.15 Landscape Easement shall mean any portion of a Building Lot located within the Landscape Easements designated on the Plat or in a Supplemental Declaration. This Landscape Easement is in addition to the general Landscape Easement described in Sections 5.5.2.3 and 12.7 of this Amended and Restated Declaration.

3.16 Limited Assessment shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to ten percent (10%) of the cost plus interest) incurred by the Association for corrective action performed pursuant to the provisions of this Amended and Restated Declaration or any Supplemental Declaration, including interest thereon as provided in this Amended and Restated Declaration or a Supplemental Declaration.

3.17 Member shall mean each Person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean Persons or entities holding membership.

3.18 Original Grantor shall mean Kevin Howell and/or Irene Howell or any original Developer of the Subdivision or Property.

3.19 Owner shall mean the Person or other legal entity, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory title retaining contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.20 Person shall mean any individual, partnership, corporation, or other legal entity.

3.21 Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

3.22 Property shall mean the real property described in Section 1.1, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by a Supplemental Declaration or otherwise.

3.23 Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area and all Improvements located thereon, and the other costs of an Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms of this Amended and Restated Declaration or a Supplemental Declaration.

3.24 Special Assessment shall mean the portion of the costs of the capital Improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Amended and Restated Declaration or a Supplemental Declaration.

3.25 Supplemental Declaration shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property.

ARTICLE IV. GENERAL AND SPECIFIC RESTRICTIONS

4.1 Structures - Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Amended and Restated Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. The minimum structure size in Chamberlain Estates Subdivision for a single level dwelling shall be One Thousand Three Hundred One (1,301) square feet, if it is a two-story dwelling it shall be no less than One Thousand Five Hundred Thirty (1,530) square feet. The minimum structure size in Chamberlain Estates Subdivision No. 2 for a single level dwelling shall be One Thousand Four Hundred (1,400) square feet, and for a two-story dwelling it shall be One Thousand Six Hundred (1,600) square feet. For purposes of determining square footage, eaves, steps, open porches, car

ports, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted. No business or home occupation shall be conducted from said dwelling unit or structure. Non-Owner-occupied homes are permitted on the Property. No more than twenty-five (25) non-Owner-occupied homes will be permitted at one time. The Owner of such non-Owner-occupied property is required to submit the name, phone number and address of each tenant/occupant to the Board within thirty (30) days of leasing such property. No dwelling shall remain unoccupied for more than thirty (30) days without prior approval of the Board. These criteria shall apply to all phases.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement shall be built, erected, placed, or materially altered or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon the following factors - size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including Architectural Committee approved roofing material, physical or aesthetic impacts on other properties, including Common Areas, artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Amended and Restated Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of structures except to the extent incidentally necessitated by use, size, and height restrictions.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer than twenty (20) feet from the front Building Lot line and fifteen (15) feet from the rear Building Lot line, nor nearer than five (5) feet per story to any side Building Lot line, or built higher than permitted by the Plat for the Property in which the Building Lot is located, by any applicable zoning restriction, by any conditional use permit, by the ordinances of the City, applicable to the Property, or by a building envelope designated either by Original Grantor or Architectural Committee, whichever is more restrictive.

4.1.4 Accessory Structures. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the Architectural Committee. Storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Building Lot shall be allowed, and it shall be (a) constructed of quality material; (b) completed, finished and painted in the same general color as the main house; (c) generally screened from public view; and (d) approved by the Architectural Committee. No pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded

surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards or tennis courts, shall not be allowed in the backyard of any Building Lot.

4.1.5 Roofs. Roofs must be of at least 4 in 12 pitch. No gravel roofs are permitted. All roofing materials shall be composition shingles.

4.1.6 Exterior Appearance. Each house in this Subdivision shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone or stucco shall be used on half-height columns on the sides of the garage or half wainscot on the front of the house. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged. No vinyl siding shall be allowed for any exterior. Exterior colors of earth tones or light blues or greys shall be encouraged for the body of the house. Bright, bold or very dark body colors shall be discouraged. Dark roof colors shall be encouraged. Approval of exterior colors must be obtained from the Architectural Committee, and any changes to colors or exterior in the future must be approved by the Architectural Committee.

4.1.7 Garages. Detached garages shall not be allowed. All residential dwellings shall have an attached enclosed garage which holds no less than two cars and no more than three and shall be constructed of the same materials and colors as the main building or as approved by the Architectural Committee.

4.1.8 Driveways. All Building Lots shall be provided with a paved driveway and a minimum of two paved off-street automobile parking spaces within the boundaries of each Building Lot. No driveway or parking area shall be dirt or rock. All access driveways shall have a wearing surface approved by the Architectural Committee of concrete or other hard surface materials, shall be properly graded to assure proper drainage, shall be maintained and all weeds removed upon sprouting, and there shall be no interference or other restriction of the free right of passage of the Owners, their agents, servants, tenants, guests, and employees over driveways or passages leading to garages.

4.1.9 Mailboxes. All initial mailboxes and stands were be provided by Original Grantor and will be of consistent design, material, and coloration and shall be located on or adjoining Building Lot lines at places designated by the Architectural Committee. Any replacement mailboxes and/or stands must be provided by the Owner of the Building Lot and be of consistent design, material, and coloration, and may not be relocated from the initial location without the prior written approval of the Architectural Committee.

4.1.10 Lighting. Each home shall have a photo-sensitive pole light installed in the front yard with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the Owner. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Building Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided. Only down lighting shall be allowed at the back of the Building Lot or in the backyard.

4.1.11 Holiday Decorations. Exterior holiday decorations may be put up no sooner than thirty (30) days prior to the holiday, and must be removed no later than thirty (30) days after the holiday.

4.1.12 Irrigation; Maintenance of Irrigation Pipe or Ditch. Irrigation water, when available, will be supplied through Nampa Meridian Irrigation District ("NMID") via a pressurized water system. Each Building Lot shall be subject to any license agreements with NMID affecting the Property. In the event of any conflict between the terms of this Amended and Restated Declaration and any license agreements with NMID, the license agreement shall control. Each Owner shall pay its NMID water assessments as assessed by that Irrigation District. Each Building Lot shall be subject to said assessments. In the event that the irrigation water system is not maintained by NMID then any ditch, irrigation system, or irrigation pipe which lies within any Owner's property shall be maintained by the Owner of that property, but such maintenance shall be limited to the pipe or ditch inside the Owner's property.

4.1.13 ACHD Drainage Easement Area. No buildings, fences, trees or shrubs shall be allowed within any areas of the Plat designated as a drainage easement or retention pond area which would interfere with the normal access, use and maintenance of the drainage easement or retention ponds by ACHD.

4.2 Fencing. Fence designs shall not extend into any Common Areas within the subdivision. All fencing and boundary walls constructed on any Building Lot shall be as approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet above the finished grade surface of the Building Lot or extend past the front setback of the home. All fencing must meet the setback requirements of the City ordinance. Certain entryway, corner, and view lots are restricted from fencing.

4.2.1 Subdivision Perimeter Fences. Original Grantor shall construct a perimeter fence around the exterior of this subdivision property. After Original Grantor transferred title to any Building Lot which contains a portion of this perimeter fence it became the responsibility of the Owner of the Building Lot to maintain, repair and/or replace as needed that portion of the perimeter fence located on that Owner's Building Lot. Said maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.2.2 Other Owner Fences. Other fences by Building Lot Owners are not required. If a fence is desired, plans for it shall be approved by the Architectural Committee prior to construction. Fences shall be of good quality and workmanship and shall be property finished and maintained. Fences may be built of wood, such as a six (6) foot, dog-eared cedar. Chain link fences are not allowed except along ditches or retention pond areas. Fences may be built closer to the front of the Building Lot than even with the front corner of the house under the following conditions: (a) These fences must be no taller than three (3) feet; (b) all fences must comply with City codes; (c) these fences may only be built on property line separating Building Lots; and (d) all fences must be approved by the Architectural Committee.

4.2.3 Retention Pond and Finch Lateral Fence. The fence around the retention ponds/drainage basins contained in those Common Area Lots (Lot 13, Block 1 of Chamberlain Estates Subdivision and Lot 20, Block 2 of Chamberlain Estates Subdivision No. 2) shall be maintained by the Association. All lots adjacent to Finch Lateral shall have a six (6) foot chain link fence along the property line adjacent to the Finch Lateral. This Finch Lateral chain link fence shall be maintained by the Association.

4.3 Antennae. No exterior radio antenna, public television antenna, satellite dish antenna, or other antenna of any type over three feet shall be erected or maintained on the Property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property; provided, however, that small Cable TV antennae and DSS dishes of approximately three (3) feet or less diameter may be placed in an appropriate portion of a Building Lot not visible from the street and be subject to all terms and conditions, including screening, which may be imposed in the sole discretion of the Architectural Committee.

4.4 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.5 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Architectural Committee for, transferring or selling any Building Lot to more than one Person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

4.6 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if otherwise so required, except:

(A) Such signs identifying subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area;

(B) One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner on or from a Building Lot advertising the residence for sale or lease. This sign shall not require Architectural Committee approval; and

(C) Any sign required by the governing authorities.

All signage, including signage for the exceptions listed as (A)-(D), must be done in accordance with the Association signage format. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Architectural Committee or the Association.

House numbering shall be in accordance with the City requirements and approved by the Architectural Committee.

4.7 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance, as described in the Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. No Owner shall permit any party or other activity in the Common Area or such Owner's dwelling unit which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated on the Property except at a low sound level. No offensive noise, language or behavior is allowed. The use of illegal fireworks and firecrackers and any type of firearms on the Property is strictly prohibited and is subject to formal complaint to the Police Department. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.8 Exterior Maintenance: Owners Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees, landscaping or that Building Lot's portion of the perimeter fence (if applicable), which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right, but in no event is required, to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association. Further, no unapproved Improvement, including trees and landscaping, shall be located within five (5) feet of any easement. In the event that any Owner shall permit any unapproved Improvement, including trees and landscaping, within five (5) feet of any easement, the Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right, but in no event is required, to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore. In the event such amounts are not paid when due, such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Amended and Restated Declaration, or the amounts due may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. The Owner of the offending property shall be personally liable, and such Owners property may be subject to a mechanics' lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each

Owner, with the exception of the Owner of the offending property, shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and Ada County Highway District ("ACHD"). For the purposes hereof, established drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property as completed by Original Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from the Common Area over any Building Lot in the Property.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of ACHD, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

4.12 No Hazardous Activities. No activities shall be conducted on the Property, and Improvements constructed on any property which are or might be unsafe or hazardous to any Person or property.

4.13 Unightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials. The Board, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right, but in no event is required, to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, Improvement, or structure shall be placed upon any portion of the Property or the streets in the property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established for the Property.

4.15 No Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee, provided motor homes, campers, trailers, boats, and other recreational vehicles may be temporarily parked unenclosed for a maximum of seventy-two (72) hours. To the extent possible, garage doors shall remain closed at all times. The Association may remove any vehicles in violation of this section at any time after giving the Owner three (3) business days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Association, as a Limited Assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Article VIII of this Amended and Restated Declaration.)

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the City Sewer System and pay all charges assessed therefore. All bathroom, sink, and toilet facilities shall be located inside the dwelling, and connected by underground pipe to lot line sewer. All connection and sewer charges are the responsibility of the Owner of each Building Lot at the time of connection.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel, or earth. This paragraph 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices. Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in the plans approved by the Architectural Committee. This paragraph 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Chamberlain Estates Subdivision. No on-street parking shall be permitted except where expressly designated for parking use. All parking shall be in accordance with section 4.14 and the requirements of Ada County. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. Nonworking or nonoperative vehicles must be stored in the Owner's garage.

4.20 Animals/Pets. No animals, birds, pigeons, poultry, or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph 4.20 does not apply to the keeping of up to two (2) domesticated dogs or two (2) domesticated cats in any combination provided the total of such domesticated dogs and domesticated cats shall in no event exceed two (2), and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in Chamberlain Estates Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Owner's premises, shall not be kenneled outside of a dwelling unit, and shall not be allowed in the Common Area. Such owner shall clean up any animal waste immediately from the public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the rear Building Lot line, shall not be placed in any front or side yard of a Building Lot, and shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot. Notwithstanding the foregoing, nothing herein shall prevent the possession by an Owner, Occupant, Licensee, Tenant, or Invitee of a dog which has been trained and is used for the purpose of a service animal for a disabled person.

4.21 Landscaping. The Owner of any Building Lot shall landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. For purposes here the "front yard" shall be defined as that portion of the Building Lot from one side lot line to the opposite side lot line lying in the front of the front wall of the structure. For Building Lots on corners, the "front yard" for purposes here shall also include that portion of the Building Lot from the front of the structure to the rear of the Building Lot to the side street (i.e., the side yard next to the street). The front landscaping shall include as a minimum, grass in the front and one tree of at least 1" caliper. Berms and sculptured planting areas are encouraged. Grass shall be planted in the back yard. Grass seed is permissible in the front yard under the following conditions: (a) Lawn must be completely in within 45 days of planting; (b) lawn must be full and free of patches; (c) lawn must be free of weeds; and (d) seeding must be approved by the Architectural Committee. In the event that any of these conditions are not met, the Owner must completely sod the front yard within 10 days of receiving written notice from the Architectural Committee. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Architectural Committee. Landscape rock is permissible in the front and side yards with the following restrictions: (a) Rock beds must be well maintained and free of weeds; (b) a minimum rock depth of four (4) inches must be maintained; (c) landscape rock must be a minimum of two (2) inches in diameter; (d) rock beds can NOT be used for parking; and (e) rock beds must be approved by the Architectural Committee. Additionally, Grantor may grant extensions of the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner (or any Association to which such responsibility has been assigned) shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's (or Association's) property in a clean and safe condition free of debris or any hazardous condition. No trees shall be located within five (5) feet of any Building

Lot line and no portion of the tree shall cross the plane of the Building Lot line. All landscaped Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

4.22 Additional Easements. In addition to the easements shown on the recorded Plat, an easement is further reserved and each Building Lot shall be subject to an easement five (5) feet on each side of all other Building Lot lines for installation and maintenance of utilities, irrigation and drainage.

4.23 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in Chamberlain Estates Subdivision to the City of Meridian, the County of Ada, ACHD, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

4.24 Water; Water Rights; Retention Ponds; Drainage Basins. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: (a) that such property is in an irrigation district, including by not limited to NMID; (b) that the water in said district has not been transferred from this property; (c) that each Owner of any Building Lot is subject to all assessments levied by any irrigation district; (d) that each Building Lot Owner shall be responsible to pay any levies of the irrigation entity attributable to that Building Lot; (e) that these assessments are a lien upon the Building Lot. Each Owner or occupant of any Building Lot in Chamberlain Estates Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and Directors relating to water rights from irrigation entities in Chamberlain Estates Subdivision.

4.27.1 Irrigation Rotation. The Association Board shall make such lists of times each Building Lot is entitled to use the irrigation water from the irrigation system, as is necessary, to create an equitable rotation of irrigation times between Building Lot Owners and to maximize the water and pressure of the system. The Association shall distribute this list to each Building Lot Owner. Each Building Lot shall abide by such rotation times. Until such a rotation list is created each Building Lot Owner with an even numbered address shall irrigate only on even numbered days and Building Lot Owners with an odd numbered address shall irrigate only on odd numbered days.

4.27.2 Retention Ponds/Drainage Basins. Lot 13 Block 3 Chamberlain Estates Subdivision shall be Common Area but shall be used primarily for a retention pond/drainage basin. Lot 20 Block 2 Chamberlain Estates Subdivision No. 2 is primarily composed of the Finch Lateral and is subject to the maintenance and operation easements of NMID. Subject to the easements of NMID this Lot 20 shall be Common Area. The portions not containing the Finch Lateral shall be used primarily for retention ponds/drainage basins which shall be maintained by the Association and/or ACHD as follows:

4.27.2.1 “Heavy” Maintenance of Retention Ponds/Drainage Basins. Heavy maintenance consists of periodically inspecting the retention ponds/drainage basins facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as “light” maintenance. ACHD has opted to perform this heavy maintenance and shall be allowed by the Owners and the Association to perform this maintenance work. In the event ACHD shall decide not to do such heavy maintenance, then the Association shall do so.

4.27.2.2 Easement to ACHD for Heavy Maintenance. ACHD is hereby granted an easement along the South side of Lot 13, Block 3 of Chamberlain Estates Subdivision from Locust Grove Road to the East end of this Lot for purposes of access to perform this heavy maintenance and said easement area shall support an HS-20 truck loading. An easement is granted over the entire Lot 13 and Lot 20 as needed for maintenance of the retention ponds/drainage basins by ACHD.

4.27.2.3 “Light” Maintenance of Lot 13, Block 3 Chamberlain Estates Subdivision. The Association shall provide all light maintenance of Lot 13 and the retention pond pursuant to that “Manual for Light Maintenance” which is attached hereto as Exhibit B and incorporated herein by reference.

4.27.2.4 “Light” Maintenance of Lot 20, Block 2 Chamberlain Estates Subdivision No. 2. The Association shall provide all light maintenance of the retention ponds/drainage basins pursuant to that “Manual for Light Maintenance” which is attached hereto as Exhibit C and incorporated herein by reference.

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

Should ACHD engage in maintenance of the defined Common Area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all Lots within Chamberlain Estates Subdivision and Chamberlain Estates Subdivision No. 2 with power of sale as to

each and every Lot in order to secure payment of any and all Assessments levied against all Lots in these Subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

The Association shall not be dissolved or relieved of its responsibility to maintain the defined Common Area and facilities contained therein without the prior written approval from ACHD.

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

4.25 Laws; Ordinances. This Amended and Restated Declaration is subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance is more restrictive than this Amended and Restated Declaration, then in such event this Amended and Restated Declaration shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.26 Exemptions. The Association or Architectural Committee can grant exemptions on a case by case basis for all sections of this Article IV. These exemptions must be very specific, and with good cause. Record of all exemptions must be maintained by the Grantee and the Association. Exemptions must be approved by all current directors.

ARTICLE V. CHAMBERLAIN ESTATES NEIGHBORHOOD ASSOCIATION, INC.

5.1 Organization of Chamberlain Estates Neighborhood Association, Inc. Chamberlain Estates Neighborhood Association, Inc. was organized as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and the Original Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Amended and Restated Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Property.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member owns. When more than one Person holds an interest in any Building Lot, all such Persons shall be Members but shall share the votes attributable to the Building Lot. Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors and such Owners as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general non-profit corporation laws of the state of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Amended and Restated Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Amended and Restated Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets (including water rights when and if received from Original Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Amended and Restated Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Amended and Restated Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Amended and

Restated Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any Person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the Members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend, and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable, including any rules or regulations related in any way to the Architectural Committee. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Amended and Restated Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Amended and Restated Declaration. In the event of any conflict between such Association Rules and any other provisions of this Amended and Restated Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Amended and Restated Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any Person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

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

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground

lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public Improvements or facilities; and

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the execution and recording of this Amended and Restated Declaration on behalf of Grantor who is being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Amended and Restated Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Landscape Easement areas (as defined in Section 3.14), including the repair and replacement of property damaged or destroyed by casualty loss and the discharge of any of the Association's duties and obligations under the Shared Use Agreement, including, without limitation, the payment of its share of any and all maintenance or capital Improvement costs and expenses. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision. The operation and maintenance of the storm water facilities contained within the Common Areas of the Chamberlain Estates Subdivision shall be governed by the operation and maintenance manual of storm drainage system in Chamberlain Estates Subdivision, which manual may only be modified by the Association with the written approval of ACHD.

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

5.5.2.3 Maintenance of Berms Retaining Walls and Fences, Common Irrigation System and Retention Ponds/Drainage Basins. Maintain the berms, retaining walls,

fences, common irrigation systems, retention ponds/drainage basins and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, the Association, and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid, or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax-exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Chamberlain Estates Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the state of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "all risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area. Limits of liability of such coverage shall be as follows:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per Person, and Two Million Dollars and No Cents (\$2,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors and officers liability insurance with a limit of at least Five Hundred Thousand Dollars and No Cents (\$500,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Worker's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other Person charged with the management or possession of any Association funds or other property.

5.5.2.6.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies and shall have full power to receive such Owners interests in such proceeds and to deal therewith.

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.9 Architectural Committee. Appoint and remove Members of the Architectural Committee, subject to the provisions of this Amended and Restated Declaration.

5.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Amended and Restated Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Amended and Restated Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.5.2.11 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City consents to such waiver.

5.6 Personal Liability. No Member of the Board, or Member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or the Architectural Committee, or any other committee, or any Owner of the Association, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 Operating Statement. A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the Person or entity assigned.

5.7.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures for the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, however, that such meetings shall occur no earlier than October 1 and no later than November 30 each year. Only Members shall be entitled to attend Association meetings, and all other Persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any Person in possession of a Building Lot, not less than ten (10) days, nor more than thirty (30) days, before the meeting and shall set forth the place, date, and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member, where there is such a Member, and of the Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called, the presence of any Member shall constitute a quorum.

ARTICLE VI. RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Unless otherwise provided herein, every Owner shall have a right to use each parcel of the Common Area, which shall be owned by the Association, which right

shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

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

6.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

6.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded and the Grantee has agreed in writing to accept such transfer;

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

6.1.5 The right of the Association to publish reasonable rules and regulations governing the use of the Common Area; and

6.1.6 The right of the Association to protect wildlife habitat.

6.2 ACHD Storm Water Drainage System. Pursuant to Notes of the Plat for Chamberlain Estates Subdivision as they relate to property drainage and grants an easement for Building Lot 13, Block 3, Common Areas, such Common Areas are servient to and contain the ACHD storm water drainage system in those areas noted on the Plat. These areas are dedicated to ACHD pursuant to Section 40-2302 Idaho Code and shall remain free of all encroachments and obstructions (including but not limited to fences, trees, and related landscaping items) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.2.1 Notwithstanding the Association is obligated to maintain the Common Area and facilities contained therein, it is hereby provided that ACHD may elect to maintain any part or facility of the Common Area should the Association fail to maintain the Common Area. In the event that ACHD determines, in its sole reasonable discretion, that the Association is not adequately maintaining the Common Area, ACHD shall, before undertaking maintenance of the Common Area, provide written notice of its intention to begin maintenance of the Common Area within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event the Association shall fail to commence and conclude maintenance of the Common Area to the extent such items of specific maintenance are

identified by ACHD within the prescribed thirty (30) days, then in such event, ACHD may begin to undertake maintenance of the Common Area.

6.2.2 If the Association fails to maintain the Common Area, ACHD is hereby granted a license to enter upon any portion of the Common Area to perform necessary inspection and maintenance. Should ACHD engage in maintenance of the Common Area after having provided notice to the Association and having provided the Association an opportunity to undertake such maintenance, ACHD shall be entitled to and empowered to file a ratable lien against Building Lots in Chamberlain Estates Subdivision with power of sale to secure payment of the costs in connection with such maintenance. Any section of this Amended and Restated Declaration making reference to ACHD or the manual referenced in Section 5.5.2.1 shall not be amended without prior review and written approval from ACHD.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owners family in residence, and such Owners tenants or contract purchasers who reside on such Owners Building Lot. Only the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VII. ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Amended and Restated Declaration or other applicable instrument.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title

unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Regular Assessments. All Owners, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal, attorney's fees, accounting fees, management fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be established by the Board and to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the date in which the first sale of a Building Lot transfer is recorded in Chamberlain Estates Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30), nor more than sixty (60), days before the beginning of each fiscal year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, for any given fiscal year shall be computed by dividing the Association's total advance estimate of Expenses by the total number of Building Lots in the Property (i.e., each Owner of a Building Lot shall pay an equal share of Regular Assessments).

7.3 Special Assessments.

7.3.1 Special Transfer Assessment. Upon each transfer of a Building Lot to a new Owner the Buyer of that Building Lot shall pay a Special Assessment of Two Hundred Dollars and No Cents (\$200.00) to the Association's general funds for purposes set out in these Amended and Restated Declarations.

7.3.2 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital Improvements upon the Common Area, attorneys fees and/or litigation costs, other

professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty-five percent (25%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.3 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Members Building Lot or restricted Common Area into compliance with the provisions of the governing instruments for Chamberlain Estates Subdivision together with the ten percent (10%) management fee and interest as provided in Article VIII.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1st of each year and terminate December 31st of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly, quarterly or semi-annual installments as set by the Board.

7.7 Notice and Assessment Due Date. Written notice of all Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any Person in possession of such Building Lot. Such notice shall set out the amounts due and the date(s) due. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each delinquent installment payment a late charge of Twenty-five Dollars and No Cents (\$25.00). In addition, each installment payment shall accrue interest at one and one-half percent (1½%) per month calculated from the date the Assessment was due until the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, late fees, costs, and attorney's fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Amended and Restated Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any Person in possession of a Building Lot in the Property, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE VIII. ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

8.1 Right to Enforce; Attorney's Fees. The Association has the right to enforce this Amended and Restated Declaration and to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to comply with the terms, covenants, conditions and restrictions contained herein and to pay each and every Assessment provided for in this Amended and Restated Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Amended and Restated Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce these covenants or obligations of the Owner hereunder by: (a) direct corrective action against the Owner or the offending violation; (b) commencement and maintenance of a suit at law or in equity; (c) foreclosure and sale pursuant to paragraph 8.3 to enforce the liens created hereby; (d) expenditure of funds to remedy any violations; and/or (e) any other lawful action. A suit to recover a monetary judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

8.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Amended and Restated Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action shall pay all the costs of said corrective action, plus interest on all

expended funds from the date of expenditure at the rate of one and one-half percent (1½%) per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action. There will be an additional twenty percent (20%) surcharge for non-Owner-occupied properties. Such shall be a Limited Assessment against that Building Lot and that Building Lot Owner as other assessments set forth in this Amended and Restated Declaration. The Owner of the offending property shall also be personally liable and such Owner's property may be subject to a lien for all costs, management fees, late fees, interest and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due including but not limited to attorney fees, recording fees and costs. If such an Assessment is not paid within ten (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees set out in paragraph 7.7.

8.1.2 Notice of Corrective Action. Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Amended and Restated Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action as set out in this Amended and Restated Declaration.

8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Amended and Restated Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All sums assessed in accordance with the provisions of this Amended and Restated Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and

charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other Person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Amended and Restated Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the Person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 8.6 with respect to a first mortgagee who acquires title to Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Amended and Restated Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Amended and Restated Declaration, no amendment of this Amended and Restated Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Amended and Restated Declaration as amended.

ARTICLE IX. INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Members' Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committee of an Association shall be made available for inspection and copying by any Member of the Association or by such Members duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Members interest as a Member at the office of the Association or at such other place as the Board of such Association shall

prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the Persons desiring to make the inspection;

9.2.2 Hours and days of the week when such an inspection may be made; and

9.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article IX.

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

ARTICLE X. ARCHITECTURAL COMMITTEE

10.1 Creation. Within ten (10) days of the date on which the Original Grantor first conveyed a Building Lot to an Owner and all time thereafter, Original Grantor or the Association has appointed three (3) individuals to serve on the Chamberlain Estates Subdivision Architectural Committee. Each member thereafter held or shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. Members of the Architectural Committee may be removed by the Member or entity appointing them at any time without cause.

10.2 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Amended and Restated Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Amended and Restated Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse an Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the state of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the state of Idaho, to assist the Architectural committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.4 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

10.5 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.6 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Article X, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying Improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by

the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Amended and Restated Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.7 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to any Association, or to any Owner or Grantee for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed Improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

10.8 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Amended and Restated Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However, no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Amended and Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Amended and Restated Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority. The granting of a variance by the Architectural Committee pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City, applicable to the Property.

ARTICLE XI. ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Association. Additional property may be created, subject to the same conditions, by the Association upon the exercise by Members of at least fifty-one percent (51%) of the votes of the Association.

11.2 Rights and Obligations of Owners of Annexed Property. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any property all provisions contained in the Amended and Restated Declaration shall apply to the property in the same manner as if it were originally covered by this Amended and Restated Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such property shall be treated for all purposes as Property as defined above. The Owners of lots located in the additional property shall become Members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within said additional property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Amended and Restated Declaration or any Supplemental Declaration applicable to such additional property.

11.3 Method of Annexation. The addition of a property to the Property authorized under sections 11.1 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the additional property, which shall be executed by the Association or the Owner thereof and which shall annex such property to the Property. Thereupon each additional piece of property shall be part of the Property, shall be subject to this Amended and Restated Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association established for the area encompassing such property. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Association or the Owner thereof desirable to reflect the different character, if any, of the property. If any property is created, the Association shall have the authority to levy Assessments against the Owners located within such additional property, and the Association shall have the duty to maintain additional Common Area located within the additional property if so specified in any Supplemental Declaration.

ARTICLE XII. EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed, or altered thereon in accordance with the terms of this Amended and Restated Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this paragraph 12.1

12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs, and walkways. These easements shall run with the land. Such easements may be used by all Owners, occupants, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Amended and Restated Declaration shall be subject to all easements heretofore or hereafter granted by Original Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

12.3.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Chamberlain Estates Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Building Lots, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not

interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Building Lots within the Property with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owners Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property (which in whole or in part lies upon a Building Lot owned) by an Owner other than the Owner of the Building Lot served, or installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway Building Lot shall be entitled to full use and enjoyment of such other Building Lot as required to service such Owners Building Lot or to repair, replace, or maintain such driveway.

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

12.7 General Landscape Easement. An easement is hereby reserved to each appropriate Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of installing, maintaining, replacing, and restoring exterior landscaping, and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree, and shrub trimming and pruning, walkway improvement, seasonal planting, and such other landscaping activities within the Property as such Association shall determine to be necessary from time to time.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Easements exist and were created by the Original Grantor for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Original Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto any Owner the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall any Owner take any action which would materially alter any Waterways proximity to improved property abutting such Waterways. There shall be no swimming, row boats, canoes, rafts, paddle boats, or other activities in the Waterways or Waterway Easement. No docks are allowed on the Waterways or Waterway Easement. Owners may construct a stationary deck with a complete railing in, on, or adjacent to the Waterway and Waterway Easement, as approved by the Architectural Committee. Anyone caught planting game fish or other aquatic life in the Waterway shall be subject to a fine of up to \$25,000.00 by the Homeowners Association. The Association and Declarant are not responsible in any way for conduct in or about the Waterway.

12.11 Sewer Covenants and Restrictions. All Lots within Chamberlain Estates Subdivision shall be subject to and restricted by the following covenants and restrictions:

12.11.1 A monthly sewer charge must be paid after connecting to the City public sewer system, according to the ordinances and laws of Meridian City.

12.11.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected the City's sewage system and building sewer is constructed or installed on or with Owners Lot.

12.11.3 The Association of this subdivision shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.12 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.13 Irrigation Easement. Grantor hereby reserves for the benefit of the Association and NMID, an easement for irrigation and irrigation related pipes, pumps, and other equipment necessary to the NMID, over, across, and under all Building Lots and Common Areas as identified on the Plat, to the extent reasonably required to inspect, repair, or maintain any equipment or materials located within such easement. Such inspection, repair, or maintenance may cause, but is not limited to, damage or destruction of Improvements such as landscaping, driveways, and other Improvements within the irrigation easement located on the Building Lot. Each Owner of a Building Lot understands and accepts, by purchase of such Building Lot, this easement and all rights, obligations, and Assessments associated therewith. Each Owner agrees to hold harmless NMID, for any and all actions regarding disturbance of the Owners landscaping. The Association shall be responsible for the repair and or replacement of any landscaping disturbed by any actions of the NMID.

Lots 4 and 6 Block 8; Lot 19 Block 2; and Lots 21-30 inclusive, Block 2; Chamberlain Estates Subdivision No. 2 are all subject to an operations and maintenance easement in favor of NMID. This easement is over and across a portion of these Building Lots where these Building Lots are adjacent to and adjoining the Finch Lateral and shall be depicted in the recorded Plat of Chamberlain Estates Subdivision No. 2.

More specifically no Owner of a Building Lot subject to an Irrigation Easement shall excavate, place any structures, plant any trees, shrubs, or landscaping or perform any other construction or activity within or affecting NMID's easement, without the prior written consent of NMID. NMID's easement includes a sufficient area of land to convey irrigation water, to operate, clean, maintain, and repair the ditch, and to access the ditch for those purposes. NMID's easement for the Finch Lateral, shall be a minimum of 20 feet to either side of the centerline of the pipe. Declarant agrees to provide markers identifying the location of the easement and to notify future Building Lot Owners of the location of the easement.

12.14 Easement to City of Meridian for Pathway; Lot 20 Block 2 Chamberlain Estates Subdivision No. 2: To the extent permitted by NMID, the City of Meridian is hereby granted an easement for a public pedestrian and bicycle pathway fifteen (15) feet in width on the south side of the Finch Lateral in Lot 20 Block 2.

ARTICLE XIII. MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Amended and Restated Declaration shall run until December 31, 2025, with the exception of those sections that relate to the NMID, which shall be perpetual, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Meridian City, ACHD, and NMID such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

13.2 Amendment.

13.2.1 By Owners. Except where a greater percentage is required by express provision in this Amended and Restated Declaration, any amendment to the provisions of this Amended and Restated Declaration, other than this Article XIII, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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

13.3 Mortgage Protection. Notwithstanding any other provision of this Amended and Restated Declaration, no amendment of this Amended and Restated Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Amended and Restated Declaration, as amended.

13.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address given by such Person

to the Association for the purpose of service of such notice, or to the residential address in the Subdivision of such Person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this paragraph 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein, any Owner of any Building Lot shall have the right to enforce any or all of the provisions hereof against any property within the Property and Owners thereof.

13.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

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

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

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

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

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

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Amended and Restated Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.


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


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

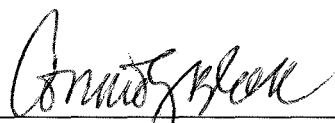
13.7 Successors and Assigns. All references herein to Grantor, Owners, any Association, or Person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or Person.

13.8 No Rights Given to the Public. Nothing contained in this Amended and Restated Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose.

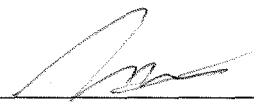
[Signature pages follow]


1620 E. Cougar Creek Dr.
By: Jeremy Phipps


1642 E. Cougar Creek Dr.
By: Barbara J. Hendricks



1664 E. Cougar Creek Dr.
By: Connie Black

1686 E. Cougar Creek Dr.
By: _____


1702 E. Cougar Creek Dr.
By: Dan Bora

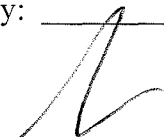
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By: _____


1748 E. Cougar Creek Dr.
By: _____

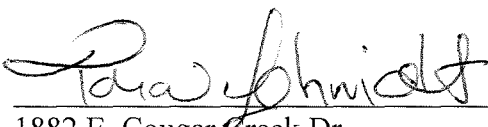

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By: Daniel Doble

* 1800 E. Cougar Creek Dr.
By: _____

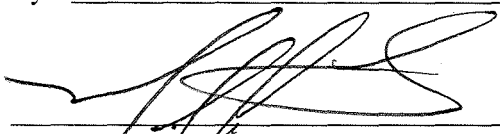
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By: _____



1836 E. Cougar Creek Dr.
By: Aaron Hudson



1856 E. Cougar Creek Dr.
By: Aaron Hudson

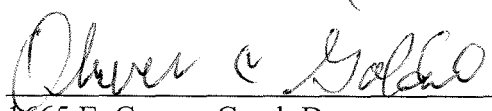

1882 E. Cougar Creek Dr.
By: Tara Schmitt

* 1904 E. Cougar Creek Dr.
By: _____


1928 E. Cougar Creek Dr.
By: Michael Fernandez


1621 E. Cougar Creek Dr.
By: BRUCE W. CARMAN


1643 E. Cougar Creek Dr.
By: Hannah Derrick


1665 E. Cougar Creek Dr.
By: Oliver C. Goldie

1620 E. Cougar Creek Dr.
By: _____

* 1814 E. Cougar Creek Dr.
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1882 E. Cougar Creek Dr.
By: _____

1702 E. Cougar Creek Dr.
By: _____

*  1904 E. Cougar Creek Dr.
By: Kimberly A. Silvestre

* 1726 E. Cougar Creek Dr.
By: _____

1928 E. Cougar Creek Dr.
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* 1800 E. Cougar Creek Dr.
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1665 E. Cougar Creek Dr.
By: _____

Jessica Thomson
1687 E. Cougar Creek Dr.

By: Jessica Thomson

Dawn M. Adams
1703 E. Cougar Creek Dr.

By: Dawn M. Adams

1725 E. Cougar Creek Dr.

By: _____

W. Zimmer
1747 E. Cougar Creek Dr.

By: WILL ZIMMER

Sheila Farr
1769 E. Cougar Creek Dr.

By: Sheila Farr

*1945 E. Cougar Creek Dr.

By: _____

Michelle Procter
1927 E. Cougar Creek Dr.

By: Michelle Procter

Liana Albano
1903 E. Cougar Creek Dr.

By: Liana Albano

Heather Caldera
1881 E. Cougar Creek Dr.

By: Heather Caldera

Aaron E. Green
1859 E. Cougar Creek Dr.

By: Aaron E. Green

*1837 E. Cougar Creek Dr.

By: _____

*1815 E. Cougar Creek Dr.

By: _____

Kristie Kries
2783 N. Chianti Way

By: Kristie Kries

Royballe
2765 N. Chianti Way

By: Royballe

Jessica Rainford
2747 N. Chianti Way

By: Jessica Rainford

2725 N. Chianti Way

By: _____

2701 N. Chianti Way

By: _____

GARY CAMPANELLA
2689 N. Chianti Way

By: GARY CAMPANELLA

1687 E. Cougar Creek Dr.
By: _____

1859 E. Cougar Creek Dr.
By: _____

1703 E. Cougar Creek Dr.
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*1837 E. Cougar Creek Dr.
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By: _____

*1815 E. Cougar Creek Dr.
By: _____

Contact Address

2469 W. Ladle Rapids ST

1747 E. Cougar Creek Dr.
By: _____

2783 N. Chianti Way *Meridian, ID*
By: _____
83646

1769 E. Cougar Creek Dr.
By: _____

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*1837 E. Cougar Creek Dr.
By: Alan Smith

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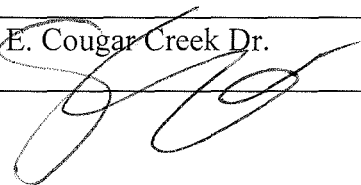
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2689 N. Chianti Way
By: _____

By: NANCY DIMARIA

2649 N. Chianti Way

By: DONALD THOMPSON III

2734 N. Chianti Way

2692 N. Chianti Way

By: Mitch Neubauer

By:

By:

By: Kim Cunningham

By: JERRY R. Robinson

By: LAURA M. Waddams

1925 E. Challis Dr.

1949 E. Challis Dr.

1967 E. Challis Dr

2022 E. Challis Dr

By: ROBERT WHITE

By: Suzanne Weddle

By:

2667 N. Chianti Way
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By: _____

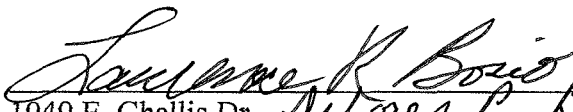
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By: _____

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1901 E. Challis Dr.
By: LAURA M. Waddams

1925 E. Challis Dr.
By: _____


1949 E. Challis Dr. *Laurence R. Bosio*
By: LAURENCE R. Bosio

1967 E. Challis Dr.
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2004 E. Challis Dr.
By: _____

1990 E. Challis Dr.
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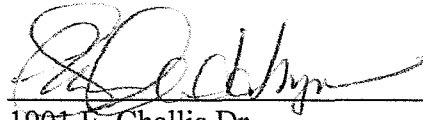
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2649 N. Chianti Way

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1901 E. Challis Dr.

By: LAURA M. Waddings

2625 N. Chianti Way

By: _____

1925 E. Challis Dr.

By: _____

2734 N. Chianti Way

By: _____

1949 E. Challis Dr.

By: _____



X 2692 N. Chianti Way

By: ILENE STINAR

1967 E. Challis Dr.

By: _____

2710 N. Chianti Way

By: _____

2022 E. Challis Dr.

By: _____

1813 E. Challis Dr.

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2004 E. Challis Dr.

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1990 E. Challis Dr.

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1853 E. Challis Dr.

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1968 E. Challis Dr.

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1950 E. Challis Dr.

By: _____

KEVIN STRAIN

1932 E. Challis Dr.

By: _____

Charles Taylor

2037 E. Challis Dr.

By: Charles Taylor

Catherine Hall

2055 E. Challis Dr.

By: Catherine Hall

* 1918 E. Challis Dr.

By: _____

Eric Bagley

1896 E. Challis Dr.

By: _____

2894 N. Laughridge Ave.

By: _____

2872 N. Laughridge Ave.

By: _____

1874 E. Challis Dr.

By: _____

Aaron Kregar

1852 E. Challis Dr.

By: _____

2850 N. Laughridge Ave.

By: _____

Sharon Vandermeer

2919 N. Laughridge Ave.

By: SHARON VANDERMEER

1830 E. Challis Dr.

By: _____

Edward Baur

2001 E. Challis Dr.

By: _____

HARRISON FICKES

2019 E. Challis Dr.

By: _____

2920 N. Laughridge Ave.

By: _____

* 2942 N. Laughridge Ave.

By: _____

JOSEPH LOWELL

1812 E. Chimere Dr.

By: _____

1950 E. Challis Dr.

By: _____

2037 E. Challis Dr.

By: _____

1932 E. Challis Dr.

By: _____

2055 E. Challis Dr.

By: _____

1918 E. Challis Dr.

By: _____

Barbara Sanford
2894 N. Laughridge Ave.
By: Barbara Sanford

1896 E. Challis Dr.

By: _____

Beverly DeGraw
2872 N. Laughridge Ave.
By: BEVERLY DEGRAW

1874 E. Challis Dr.

By: _____

2850 N. Laughridge Ave.

By: _____

1852 E. Challis Dr.

By: _____

2919 N. Laughridge Ave.

By: _____

1830 E. Challis Dr.

By: _____

Shawna Ulrich
2920 N. Laughridge Ave.
By: Shawna Ulrich

2001 E. Challis Dr.

By: _____

2942 N. Laughridge Ave.

By: _____

2019 E. Challis Dr.

By: _____

1812 E. Chimere Dr.

By: _____

1834 E. Chimere Dr.

By: Leah Gemo

2020 E. Chimere Dr.

By: _____

1856 E. Chimere Dr.

By: Leslie Welch

2040 E. Chimere Dr.

By: Paul Haas

1878 E. Chimere Dr.

By: Tracy Anderson

1833 E. Chimere Dr.

By: Chenise Wetzel-Burrow

1900 E. Chimere Dr.

By: Saul Jeff Rodriguez

1855 E. Chimere Dr.

By: Brian Abbott

1922 E. Chimere Dr.

By: _____

1877 E. Chimere Dr.

By: _____

1944 E. Chimere Dr.

By: JEAN DENNIS

1899 E. Chimere Dr.

* By: _____

1966 E. Chimere Dr.

* By: Gayle Tueller

1913 E. Chimere Dr.

By: Josh Kerschlauster

1988 E. Chimere Dr.

By: _____

1939 E. Chimere Dr.

* By: _____

2000 E. Chimere Dr.

* By: _____

1951 E. Chimere Dr.

By: DESERAI GONZALEZ

1834 E. Chimere Dr.
By: _____

2020 E. Chimere Dr.
By: _____

1856 E. Chimere Dr.
By: _____

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1900 E. Chimere Dr.
By: _____

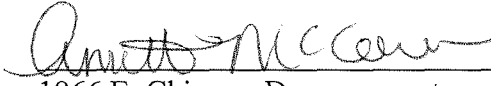

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By: _____

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1877 E. Chimere Dr.
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1944 E. Chimere Dr.
By: _____

* 1899 E. Chimere Dr.
By: _____


1966 E. Chimere Dr.
* By: 
Annette McCann


1913 E. Chimere Dr.
By: _____

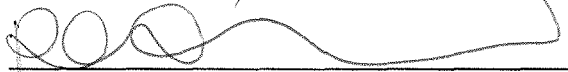
1988 E. Chimere Dr.
By: _____


* 1939 E. Chimere Dr.
By: _____


2000 E. Chimere Dr.
By: _____


1951 E. Chimere Dr.
By: _____


1969 E. Chimere Dr.
By: Hannah Odenberg



1981 E. Chimere Dr.
By: Rachel Peccherino



1999 E. Chimere Dr.
By: Brian Brown


2766 N. Chancer Way
By: Dale McKague


2752 N. Chancer Way
By: Greg Schreiter
pintoppler@gmail.com

* 2726 N. Chancer Way
By: _____



2708 N. Chancer Way
By: Walter Hamana


2731 N. Chancer Way
By: Steven BERTSCH

2719 N. Chancer Way
By: _____

2693 N. Chancer Way
By: _____

* 2650 N. Chancer Way
By: _____


2672 N. Chancer Way
By: Donna Holden

* 1935 E. Kamay Dr.
By: _____

1915 E. Kamay Dr.
By: _____

1859 E. Kamay Dr.
By: _____

* 1837 E. Kamay Dr.
By: _____

1813 E. Kamay Dr.
By: _____

* 1797 E. Kamay Dr.
By: _____

1969 E. Chimere Dr.
By: _____

2693 N. Chancer Way
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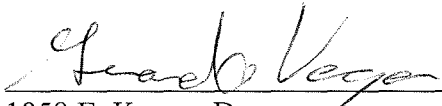
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By: _____

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 ROBERT RAY
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By: Robert Ray

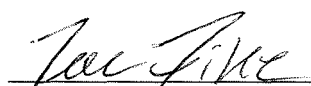
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By: Gerardo Vega

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By: _____

2731 N. Chancer Way
By: _____


1813 E. Kamay Dr.
By: Trevor Fike

2719 N. Chancer Way
By: _____

1797 E. Kamay Dr.
By: _____

1969 E. Chimere Dr.
By: _____

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By: _____

1999 E. Chimere Dr.
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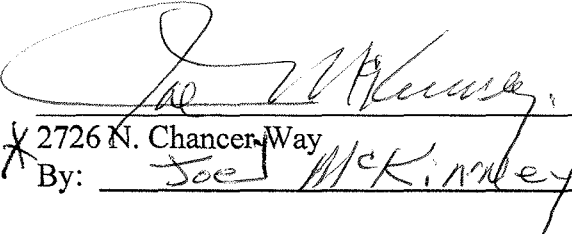
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By: _____

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By: _____

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By: _____

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1915 E. Kamay Dr.
By: _____


* 2726 N. Chancer Way
By: Joe McKinley

1859 E. Kamay Dr.
By: _____

2708 N. Chancer Way
By: _____

* 1837 E. Kamay Dr.
By: _____

2731 N. Chancer Way
By: _____

1813 E. Kamay Dr.
By: _____

2719 N. Chancer Way
By: _____

* 1797 E. Kamay Dr.
By: _____

1969 E. Chimere Dr.
By: _____

2693 N. Chancer Way
By: _____


1981 E. Chimere Dr.
By: _____

* 2650 N. Chancer Way
By: _____

1999 E. Chimere Dr.
By: _____

2672 N. Chancer Way
By: _____

2766 N. Chancer Way
By: _____


* 1935 E. Kamay Dr.
By: AARON FLAKE

2752 N. Chancer Way
By: _____

1915 E. Kamay Dr.
By: _____

2726 N. Chancer Way
By: _____

1859 E. Kamay Dr.
By: _____

2708 N. Chancer Way
By: _____

* 1837 E. Kamay Dr.
By: _____

2731 N. Chancer Way
By: _____

1813 E. Kamay Dr.
By: _____

2719 N. Chancer Way
By: _____

* 1797 E. Kamay Dr.
By: _____

1969 E. Chimere Dr.
By: _____

2693 N. Chancer Way
By: _____

1981 E. Chimere Dr.
By: _____

* 2650 N. Chancer Way
By:  _____

1999 E. Chimere Dr.
By: _____

2672 N. Chancer Way
By: _____

2766 N. Chancer Way
By: _____

1935 E. Kamay Dr.
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By: _____

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By: _____

* 2650 N. Chancer Way
By: _____

1999 E. Chimere Dr.
By: _____

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2766 N. Chancer Way
By: _____

* 1935 E. Kamay Dr.
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By: _____

1915 E. Kamay Dr.
By: _____

2726 N. Chancer Way
By: _____

1859 E. Kamay Dr.
By: _____

2708 N. Chancer Way
By: _____


* Sharon Maley
1837 E. Kamay Dr.
By: Sharon Maley

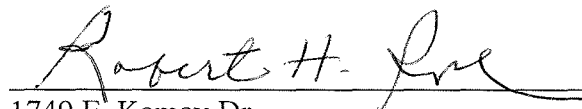
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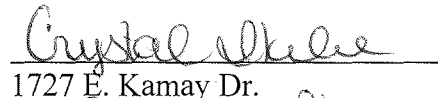
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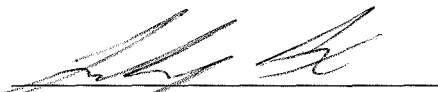
2719 N. Chancer Way
By: _____


* 1797 E. Kamay Dr.
By: _____



1763 E. Kamay Dr.
By: KRISTOPHER HAGUE


1749 E. Kamay Dr.
By: ROBERT H. ROSE

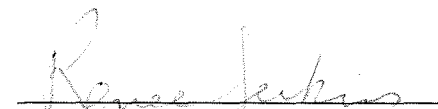

1727 E. Kamay Dr.
By: Crystal Elkebe



1701 E. Kamay Dr.
By: Zachary Cox

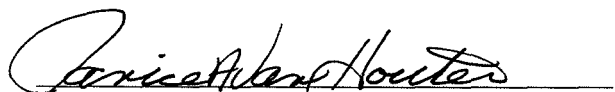

1687 E. Kamay Dr.
By: Amy Ellsworth



1671 E. Kamay Dr.
By: Necia Slavik

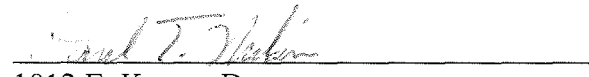
1663 E. Kamay Dr.
By: _____



1700 E. Kamay Dr.
By: Renee Jenkins



1726 E. Kamay Dr.
By: Evan Stimpson

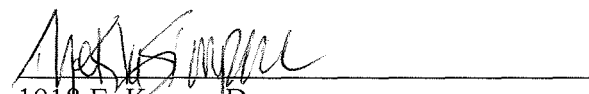

1748 E. Kamay Dr.
By: JANICE A VAN HOUTEN



1798 E. Kamay Dr.
By: Kurt Aumiller

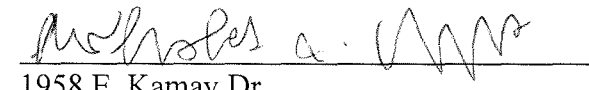

1812 E. Kamay Dr.
By: Paul Nielson


1838 E. Kamay Dr.
By: Chris Catherman


1860 E. Kamay Dr.
By: Summer Woodston


1918 E. Kamay Dr.
By: _____


1936 E. Kamay Dr.
By: _____


1958 E. Kamay Dr.
By: _____

1982 E. Kamay Dr.
By: _____

Ben
all in

Celina Innocent
2000 E. Kamay Dr.
By: [Signature]

IN WITNESS WHEREOF, the Declarant has executed this Amended and Restated Declaration effective as of the date first set forth above.

CHAMBERLAIN ESTATES NEIGHBORHOOD
ASSOCIATION, INC.

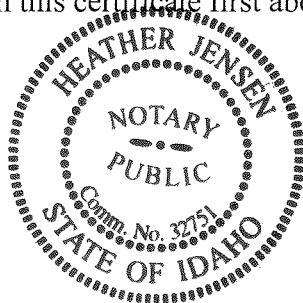
[Signature]
Josh Kerschensteiner, President

[Signature]
Christine Catherman, Secretary

STATE OF IDAHO)
 :SS
County of ADA)

On this 4 day of November, 2019, before me the undersigned, personally appeared JOSH KERSCHENSTEINER, known or identified to me to be the President of Chamberlain Estates Neighborhood Association, Inc., an Idaho non-profit corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at: Mendota, ID
My Commission Expires: 9-13-23

EXHIBIT A
REAL PROPERTY LEGAL DESCRIPTION

All Lots and Blocks in Chamberlain Estates Subdivision, according to the Official Plat thereof filed in Book 71 of Plats at Pages 7299 and 7300, records of Ada County Idaho;

And

All Lots and Block in Chamberlain Estates Subdivision No. 2, according to the Official Plat thereof filed in Book 74 of Plats at Pages 7619 and 7920, and amended by Affidavit recorded June 20, 1997, as Instrument No. 97048922, records of Ada County Idaho.

EXHIBIT B

2010000635

PROJECT NO. 93-053

MANUAL FOR LIGHT MAINTENANCE
OF
STORMWATER RETENTION POND
AT
CHAMBERLAIN ESTATES SUBDIVISION

MERIDIAN, IDAHO

OCTOBER, 1995

HUBBLE
ENGINEERING, INC.

ENGINEERING—SURVEYING—PLANNING

9550 BETHEL COURT
BOISE, IDAHO 83709
(208) 322-8992



Exhibit B

This manual outlines the duties to be performed by the homeowner's association for the light maintenance of the stormwater retention pond at Chamberlain Estates Subdivision.

The retention pond is located on Lot 13, Block 3 of the Chamberlain Estates Subdivision plat. A copy of the plat and a drawing of the pond are included in this manual. The maintenance area of the retention pond shall include the entire lot in which the pond is located.

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

WEED CONTROL In the Spring of each year, a herbicide shall be applied to the entire area of the pond lot. The application shall be in accordance with the manufacturer's requirements. During the periodic inspections, any weeds found shall be removed at the root and disposed of offsite.

TRASH CLEANUP During the periodic inspections, any trash found within the boundary of the pond lot shall be collected and disposed of offsite.

BANK STABILITY During the periodic inspections, the banks of the pond shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes, and bank erosion. If any of these problems are found, the homeowner's association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.

PERIMETER FENCE During the periodic inspections, the fence around the pond shall be checked for any loose, broken or missing boards. These boards and any portion of the fence in bad repair are to be replaced as soon as possible.

EXHIBIT C

PROJECT NO. 93-16301

MANUAL FOR LIGHT MAINTENANCE
OF
STORMWATER DETENTION PONDS
AT
CHAMBERLAIN ESTATES
SUBDIVISION NO. 2

BOISE, IDAHO
AUGUST, 1996

HUBBLE
ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

9550 BETHEL COURT
BOISE, IDAHO 83709
(208) 322-8992

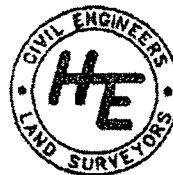


Exhibit B

CHAMBERLAIN ESTATES SUBDIVISION NO. 2 DETENTION PONDS O & M MANUAL

This manual outlines the duties to be performed by the Homeowner's Association for the light maintenance of the stormwater detention ponds at Chamberlain Estates Subdivision No. 2.

The detention ponds are located on Lot 20, Block 2 of the Chamberlain Estates Subdivision No. 2 plat. A copy of the plat and a drawing of the ponds is included in this manual. The maintenance area of the detention ponds shall include the entire lot in which the ponds are located.

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

LAWN CARE: If the pond is grassed, fertilizer shall be applied at a rate and interval to keep the grass healthy. Also weekly mowing and grass clipping removal shall be performed to maintain a healthy appearance and working drainage facility.

IRRIGATION: If the pond is grassed, water shall be applied to the grass at a rate which will keep the grass healthy and not interfere with the proper operation of the stormwater detention pond. Over irrigating must be avoided as this will cause ponding and deterioration of pond performance.

WEED CONTROL: If the pond is not grassed, a herbicide shall be applied to the entire area around the pond in the spring of each year. The application shall be in accordance with the manufacturer's requirements. During the periodic inspection, any weeds found shall be removed at the root and disposed of offsite.

TRASH CLEANUP: During the periodic inspections, any trash found within the boundary of the ponds' lot shall be collected and disposed of offsite.

BANK STABILITY: During the periodic inspection, the banks of the ponds shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes, and bank erosion. If any of these problems are found, the Homeowner's Association shall contact a licensed earthwork contractor to make the necessary repairs to the pond.

INSPECTION AND CLEANING OF PIPES: After it rains, the stormwater pipes shall be inspected to ensure they drain the sediment traps. In the event that a pipe does not drain, or flooding occurs in the street at the sediment trap locations, the Homeowner's Association shall have the pipes cleaned by a certified pipe inspection and plumbing service. In the event that a drainage pipe is broken or needs to be replaced, the

Homeowner's Association shall contact a licensed underground pipe contractor to do the necessary construction.

PERIMETER FENCE: If the pond has a fence around it during the periodic inspections the fence shall be checked for any loose, broken or missing boards. Any portion of the fence which may be missing or in bad repair, including the boards, is to be replaced as soon as possible.

DEFINITION OF HEAVY MAINTENANCE: Heavy maintenance is defined as periodically inspecting the facility to ensure it is properly functioning; periodically cleaning the facility piping and mucking out the facility when sediment levels exceed designed storage levels.