

MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE WOODS NO. 5 AT RIVERSIDE SUBDIVISION
(River Pines at Riverside Village)

July 2, 1999

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECITALS
1999 JUL -7 AM 8:42

RECORDED - REQUEST OF

FEE 99.00 DEPUTY *Jasper*

99067225

WHEREAS, the undersigned (hereafter "Grantor") is the owner of certain land in Ada County, Idaho, more particularly described as follows (hereafter "Property" or "River Pines"):

Lots 3 through and including 17 of Block 3, THE WOODS NO. 5 AT RIVERSIDE SUBDIVISION, according to the official plat thereof filed in Book 78 of Plats at Pages 8266 and 8267, records of Ada County, Idaho.

WHEREAS, the Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and all other persons or entities who may subsequently acquire an interest in the Property and (iii) create a residential development of the highest quality;

WHEREAS, as additional land owned by the Grantor adjacent to the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein; and

WHEREAS, in order to achieve the objectives and desires of the Grantor, the Grantor will control the management and government of the Property and the Association of Owners to be created until such time as the Owners take over the management functions through the Association upon substantial completion of the development process.

ARTICLE II.

DECLARATION

The Grantor hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property

or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in River Pines and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor, any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Grantor nor prevent normal construction activities during the construction of Improvements upon any Lot in River Pines. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

ARTICLE III.

DEFINITIONS

As used in this Master Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

ACC: The Architectural Control Committee for River Pines.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Master Declaration.

Architectural Guidelines: Such design and construction guidelines promulgated by the Grantor and/or the ACC as authorized herein.

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

Association: River Pines Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: A structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary, shall include all other appurtenances and improvements thereto or used in connection therewith.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Area: All real property within River Pines in which the Association owns an interest or controls, including any easement herein granted to the Grantor and/or the Association, and which is held or controlled for the betterment of River Pines.

Cul-de-sac Easement. The easement for the cul-de-sac at the east end of West Beachside Lane, the terms and conditions of such easement are contained in the Easement Agreement hereafter defined.

DeLacy Property. The real property which abuts the east boundary of River Pines which is legally described as Lot 18, STEINS SUBDIVISION, according to the plat thereof filed in Book 3 of Plats at Page 105, records of Ada County, Idaho.

Development: The project to be undertaken by the Grantor resulting in the improvement of River Pines or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other Improvements.

Easement Agreement: That certain Easement Agreement dated February 20, 1999, between Michael J. DeLacy and Suzanne DeLacy, husband and wife (as the grantors of such easement) and Riverside 5, LLC, an Idaho Limited Liability Company (as the grantee of such easement), which Easement Agreement was recorded March 4, 1999, as Instrument No. 99021307, all rights and obligations with respect to the Easement Agreement shall be assigned by Riverside 5, LLC to the Association and assumed by the Association.

Grantor: The undersigned owner of the land comprising River Pines.

Improvements: All structures and appurtenances thereto of all kinds and types, including but not limited to, Buildings, roads, privacy facilities, drainage facilities, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of that Lot by the Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within River Pines, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the

Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within River Pines or which is designated as a Lot on any recorded subdivision plat relating to the Property.

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

Member: Any person(s) who is an Owner of a Lot within River Pines.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in River Pines to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot in River Pines.

Occupant: Any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot in River Pines, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any real property in River Pines, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Private Road: The Private Road located on Lot 10 of River Pines, including the cul-de-sac extension thereof located at the east end of said Lot 10, identified as "West Beachside Lane" on the Plat.

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

River Pines: The whole of the land described above as the Property, and any additional land annexed thereto as provided herein, including any such additional land as may be platted and annexed hereunder under a different name (also sometimes referred to herein as "Property").

River Pines Owners Association, Inc.: The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self-government for the Property.

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

ARTICLE IV.

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection in River Pines of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of high quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper set-backs from streets and water ways in River Pines and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the Architectural Guidelines existing from time-to-time.
- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

ARTICLE V.

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Lots shall be used only for residential purposes and such uses as are customarily incidental thereto and Common Area.

SECTION 5.02. Buildings. Except those Lots which are designated as Common Area, no Lot shall be improved except with one (1) residential dwelling unit.

SECTION 5.03. Approval of Use and Plans. No improvements shall be built, constructed, erected, placed or materially altered within River Pines unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article X, below.

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack, garage, accessory building or out building shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.05. Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 5.06. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for River Pines.
- (b) For the installation, repair, replacement and maintenance of landscaping and related improvements, including, but not limited to a sprinkler system(s), and an identification sign (hereafter "Entry Landscaping"), as the same may be installed/constructed by the Grantor or the Association on the most westerly portions of Lot 9 and Lot 11 of River Pines, and the most northerly portion of said Lot 9 and the most southerly portion of said Lot 11, which easements shall be for the benefit of the Grantor and the Association and used to enhance the entry to River Pines from Arney Lane.
- (c) For the installation, repair and maintenance of a sewer pump and related equipment, as the same may be installed/constructed by the Grantor or the Association on the Northwest corner of Lot 11, as shown on the recorded subdivision plat for River Pines, together with an easement for access to said sewer pump and related equipment, if such access is required on and through said Lot 11 of River Pines.
- (d) For the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace and restore

landscaping and other Improvements located on, within or which serve the Common Area.

- (e) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (f) For the purpose of permitting the Grantor or the Association, their contractors and agents, to maintenance, repair and/or reconstruct any Common Area, including the Private Road located on Lot 10 of River Pines, including the cul-de-sac extension thereof located at the east end of said Lot 10, and any other facilities located on said Lot 10 for the collection and discharge of surface water.
- (g) For ingress and egress and landscaping by the Owners and Occupants of Lots 11 through and including 17 of River Pines on, over and across the most northerly nineteen feet (19') of Lot 10 which abuts the Lot owned by such Owner or occupied by such Occupants, provided, that the easements herein described for ingress and egress and landscaping shall not permit the Owner or Occupant of a Lot benefitted thereby to construct or install any improvements within such easement area that will restrict, prevent or interfere with the collection and discharge of drainage water by the design of, and facilities construction within, said easement area by the Grantor.
- (h) The easement for the cul-de-sac extension of the Private Road located on Lot 10 of River Pines (West Beachside Lane), which easement exists pursuant to the Easement Agreement, all rights under said Easement Agreement having been assigned by Riverside 5, LLC to the Association, with the Association assuming all obligations thereunder pursuant to an Assignment of Easement Agreement executed by Riverside 5, LLC and the Association and recorded in the official records of Ada County, Idaho.
- (i) Any additional easements, if any, as shown and designated on the recorded subdivision plat for River Pines.

The easement areas (excluding any equipment or appurtenances owned by the Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No improvements shall be placed or permitted to remain on such easement areas located within any Lot, including Lot 10 of River Pines (Private Road), which shall

interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.07. Lighting. Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s) and shall be in accordance with the Architectural Guidelines.

SECTION 5.08. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that domesticated dogs, cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.09. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within River Pines.

SECTION 5.10. Grading and Drainage. A site plan indicating the proposed grading and drainage of a Lot must be approved by the ACC before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists.

SECTION 5.11. Oil and Mineral Rights. There is hereby reserved to the Grantor, together with the right of the Grantor to grant and transfer the same, the following: (i) all oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatever name known, and the rights in connection therewith; (ii) geothermal steam and all products derived from any of the foregoing that may be within or under the land comprising River Pines; (iii) the perpetual right of drilling, mining, exploring and operating therefore and scoring in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from land other than land within River Pines, oil and gas wells, tunnels and shafts into, through or across the subsurface of land within River Pines and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper fifty feet (50') of the subsurface of the land within River Pines.

SECTION 5.12. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut

and otherwise maintain the same in a neat and aesthetically pleasing condition.

- (b) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (c) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.
- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (e) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (f) Any event or condition on a Lot which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration.
- (g) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as other assessments set forth in Article VIII of this Master Declaration.

SECTION 5.13. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.14. Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles, when not in actual use, shall be kept at all times in an enclosed structure or screened from public view and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within River Pines.

SECTION 5.15. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.16. Exterior Materials and Colors. After completion of the Initial Construction and in the event of the reconstruction, remodeling, repainting or refinishing of a Building within River Pines, in whole or in part, exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance.

SECTION 5.17. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC rules, which may prohibit or limit the use thereof within River Pines, provide parking regulations and other rules regulating the same.

SECTION 5.18. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 5.19. Mailboxes. No free-standing mailbox shall be constructed or installed on any Lot without the prior written approval of the plans therefor by the ACC.

SECTION 5.20. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign in River Pines shall be permitted, provided the same is approved by the ACC prior to installation.

SECTION 5.21. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants

by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.22. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation.

All fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed or installed on any portion of a berm constructed by the Grantor in River Pines.
- (b) All fences and walls on a Lot shall not exceed six (6) feet in height (unless a lower height is required by the ACC).
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- (d) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded subdivision plat of the Property.

SECTION 5.23. Landscaping. The following provisions shall govern the landscaping of Lots within River Pines:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article X, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. Landscaping of a Lot shall be in accordance with the approved plan.
- (b) All landscaping must be installed by a professional landscape firm and shall be installed within six (6) months after the date of occupancy of the building on said Lot.

SECTION 5.24. Minimum Improvements. No Building and related improvements intended for use as a single-family residence shall be erected, altered, placed or committed to remain on any Lot within River Pines, exclusive of Lots designated for the Common Areas, which contains less than the minimum square feet of living area on the ground (first) floor as provided in the Architectural Guidelines, and each such single-family residence shall have, as a minimum, a fully enclosed garage for the inside storage of the number of vehicles as provided in the Architectural

Guidelines. Square footage of living area shall be based on fully enclosed interior living space, exclusive of porches, patios and garage.

SECTION 5.25. Adoption of Architectural Guidelines. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate Architectural Guidelines relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All Architectural Guidelines shall be consistent with the provisions of this Master Declaration.

SECTION 5.26. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional improvements as the Grantor deems advisable in the course of Development of River Pines. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the Development of River Pines, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor.

ARTICLE VI.

RIVER PINES OWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. River Pines Owners Association, Inc. shall be organized by the Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.03. Voting. The Association shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of Lots within River Pines, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned.

CLASS B. Class B Members shall be the Grantor. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.05. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

- (a) **Assessments.** The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Master Declaration or Architectural Guidelines, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC,

provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.

- (e) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Areas and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Master Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (f) **Emergency Power.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot 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 it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (g) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Areas as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
 - (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities.

- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.06. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) **Operation and Maintenance of Common Areas.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned or controlled by the Association.
- (b) **Taxes and Assessments.** Pay all real and personal property taxes and assessments separately levied against the Common Areas owned by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (c) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Areas owned by the Association.
- (d) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
- (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all improvements, equipment, fixtures and other property located within the Common Areas owned by the Association, including such equipment, fixtures and other property not located in the Common Areas, if the same are used or necessary for the use of the Common Areas or easement areas under the control of the Association.
- (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Grantor and the individual Owners and agents and employees of each of the

foregoing against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.

- (iii) Full coverage directors and officers liability insurance in an amount determined by the Board.
- (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.
- (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (e) **Entry Landscaping.** Maintain, repair and replace the Entry Landscaping as the same is defined in Section 5.06(b), above.
- (f) **Sewer Pump.** Maintain, repair and replace the sewer pump as the same is defined in Section 5.06(c), above, if such is not maintained, repair or replaced by the City of Garden City, Idaho.
- (g) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for River Pines, whether the same be located within or without the boundaries of River Pines.
- (h) **Private Road.** Maintain, repair or replace all or any portion of any Private Road located on Lot 10 of River Pines together with the cul-de-sac extension thereof as described in Section 5.06(h), above.
- (i) **Privacy Facilities.** Maintain, repair or replace all or any portion of privacy facilities installed by the Grantor or the Association to limit access to the Private Road.
- (j) **DeLacy Property.** Perform the obligations the "Owners Association" as set forth in the Easement Agreement.
- (k) **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.

- (l) **Architectural Control Committee.** Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Master Declaration.
- (m) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Master Declaration and the Association rules.

SECTION 6.07. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

The failure of the Association to distribute the budget or the annual balance sheet and/or the annual operating statement within the times above provided shall not relieve or release any Owner from the obligation to pay, when due, all regular, special and limited assessments due and payable to the Association.

SECTION 6.08. Effective Date. The provisions of this Article VI shall become operative upon the creation by the Grantor of the Association and the conveyance to said Association of fee simple title to any Common Area within River Pines. Until the creation and organization of the Association, the Grantor shall have the right to exercise all of the powers of the Association set forth in this Master Declaration.

ARTICLE VII.

MAINTENANCE OBLIGATIONS OF ASSOCIATION

SECTION 7.01. Ownership of Private Road, Privacy Facilities, Drainage Facilities and Sewer Pump. At a date not later than the date that a Lot within River Pines is improved with a dwelling unit and occupied, the Grantor shall convey Lot 10 of River Pines, including the easement for the cul-de-sac extension thereof described in Section 5.06(f), to the Association and transfer title to any Improvement, privacy facilities, equipment, property or system thereon to the Association. In addition, at the same date, the Grantor shall transfer ownership of the sewer pump and related equipment (hereafter "Sewer Pump") and all rights of the Grantor under the easement described in Section 5.06(c), above, relating thereto. Notwithstanding the ownership by the Association of the Private Road and the privacy facilities, the Grantor shall have the exclusive control of the operation of the privacy facilities until all Lots within River Pines are sold and conveyed by the Grantor.

SECTION 7.02. Duty to Maintain Private Road. The Association shall be responsible for maintaining the Private Road which shall serve the other Lots therein. Such maintenance shall include, but not be limited to, the following: the repairing, patching, sealing, replacing and caring for the Private Road, curb and gutter Improvements, including the sweeping and cleaning thereof, when required. As used herein, "Private Road" shall include the roadway surface, curbs, gutters, sidewalks, if any, and drainage facilities located within or on Lot 10 of River Pines and the easement for the cul-de-sac extension thereof as described in Section 5.06(f), above, and any appurtenant Improvements located thereon or therein, such as street lights, street signs and landscaping.

SECTION 7.03. Duty to Maintain Privacy Facilities. The Association shall be responsible for all repairs, replacements and maintenance of the privacy facilities, which repairs, replacements and maintenance shall be promptly performed when necessary to the end that such privacy facilities will at all times be in an operable condition.

SECTION 7.04. Duty to Maintain Sewer Pump. If not so performed by the City of Garden City, Idaho, the Association shall be responsible for all repairs, replacements and maintenance of the Sewer Pump, which repairs, replacements and maintenance shall be promptly performed when necessary to the end that such Sewer Pump will at all times be in an operable condition.

SECTION 7.05. Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the Private Road, the drainage facilities located thereon, the privacy facilities or the Sewer Pump is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in this Master Declaration.

SECTION 7.06. Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Private Road, the privacy facilities, the drainage facilities, the Sewer Pump or the Entry Landscaping within River Pines and the continuing operational expenses, if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within River Pines. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within River Pines on an equal basis. In the event the Association does not have adequate funds to pay the cost and expenses deemed by the Association to be required, the deficiency shall be assessed to each Lot, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the Private Road, the privacy facilities, the drainage facilities, the Sewer Pump and the Entry Landscaping, and the timing of the payment thereof shall rest solely with the Board.

SECTION 7.07. Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within River Pines for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.

SECTION 7.08. Easement for Use. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner, and their respective successors and assigns, for the purposes incidental to the use and enjoyment of the Lots, a perpetual easement to enter on, over and across the Private Road, providing ingress to and egress from each Lot. It is expressly understood and agreed that the easement herein created shall be absolute and non-exclusive and that in all respects the Private Road shall be used, and available for use, by all such persons, their tenants, guests, invitees and licensees in the same manner as if the Private Road were a public road, subject to the right of the Board to impose such rules, regulations and restrictions, as may be necessary, required or convenient to assure the privacy, security and well-being of each such Lot and the Occupants residing within River Pines, provided, however, that such shall not deprive or unreasonably restrict any of such Occupants the right to have access to and from such Lot.

Nothing herein contained shall prohibit or limit the right of the Grantor and/or the Association to extend the easement rights herein granted over, along and across Lot 10 of River Pines to provide ingress and egress to property adjacent to River Pines, but not initially included within the Property as described in this Master Declaration. Such right of use of the easement herein created for ingress and egress over, along, on and through said Lot 10 may be extended by the Grantor and/or the Association to such additional property upon the annexation of such additional property under this Master Declaration or by the recording by the Grantor and/or the Association in the official records of Ada County, Idaho, of an easement document setting forth such rights of use and extension of the easement, which recorded document shall specifically describe the additional property to be benefitted thereby. In the event of the extension of the easement rights to such additional property, and if so elected by the Grantor and/or the Association, in their sole and exclusive judgment, the Grantor and/or the Association shall make provision for the right of the Board to collect from the owners of said additional property of a reasonable sum as a contribution for the maintenance, repair and replacement of the Private Road within River Pines, which contribution shall be reasonably related to use, should the Board not have the right, under the terms of this Master Declaration, to levy and collect any Assessment against such additional property. In addition, the Grantor shall have the right to grant an easement over, along and across Lot 10 of River Pines to any governmental or quasi-governmental agency for access to any facilities owned, controlled or used by such grantee.

SECTION 7.09. Reserve for Maintenance, Repair and Replacement. The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Private Road, the privacy facilities, the drainage facilities, the Sewer Pump and the Entry Landscaping and for the purpose of funding the same, the Board shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board. The Board shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an interest-bearing account in an appropriate financial institution.

SECTION 7.10. ACHD Not Liable. It is acknowledged and agreed that neither Ada County Highway District nor any other governmental entity having jurisdiction and

control over the public right(s)-of-way within Ada County shall have any obligation or responsibility to maintain, repair or replace all or any portion of the Private Road, the privacy facilities or the drainage facilities for River Pines. Any purported amendment to this Section to impose liability upon Ada County Highway District or any other governmental entity for the Private Road, the privacy facilities and/or the drainage facilities within River Pines shall be of no force or effect unless Ada County Highway District or such other governmental entity shall expressly consent thereto.

ARTICLE VIII.

ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Areas or by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easement areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

SECTION 8.03. Special Assessments. In addition to Regular Assessments, the Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

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

- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.
- (c) To pay any obligation of the Association arising under the Easement Agreement.

At the closing of the sale of each Lot by the Grantor, a special assessment of \$250.00 shall be collected from the purchaser of the Lot as payment for the organizational, set-up and administrative costs of the Association.

SECTION 8.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property, and if the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- (b) **Correction of Violations.** In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the Architectural Guidelines, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article X of this Master Declaration.
- (c) **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the earlier of the following: (i) six (6) months following the closing of the first (1st) sale of a Lot to an

Owner, or (ii) the occupancy of the first (1st) Building constructed on a Lot. Provided, however, that any Lot owned by the Grantor shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within River Pines; provided that unless such excess amounts so paid by the Grantor are paid pursuant to a written agreement with the Association to the contrary, the Grantor shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a Lot from the Grantor, unless such person is the successor to substantially all of the interest of the Grantor in the Property. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot so long as the Grantor owns fifty percent (50%) or more of the Lots within River Pines.

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

SECTION 8.07. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

ARTICLE IX.

ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in River Pines pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing

authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 9.03. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.04. Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.05. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 10.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 10.02. Appointment. So long as the Grantor owns any Lot within River Pines, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 10.03. Compensation. The members of the ACC shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Board.

SECTION 10.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 10.05. Approval Required. No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 10.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the Architectural Guidelines, the adequacy of the Lot dimensions; conformity and harmony of external design with neighboring Improvements, the effect of location and use of Improvements on neighboring Lots; operations and uses; relations to topography, grade, finished ground elevation and landscaping of the Lot being improved to that of neighboring Lots; proper facing of the main elevation with respect to nearby streets; the relation of floor elevations to flood elevations as defined by government entities; and the conformity of the plans and specifications to the purpose and general plan and intent of this Master Declaration.

SECTION 10.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the Architectural Guidelines, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, Architectural Guidelines or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the Architectural Guidelines for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

SECTION 10.08. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) **Landscape Plan.** A landscape plan for portions of the Lot, including any common area adjacent to the Lot which the Owner is permitted to landscape, to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

The ACC shall have the right to require an Owner submitting an application for approval of plans and specifications to pay a fee at the time the application is submitted, the amount of such fee to be based upon the reasonable and actual expenses of the ACC in reviewing and processing the application. The ACC shall not be obligated to commence the review and processing of an application until such fee, if required, is paid.

SECTION 10.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain River Pines as a first class residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 10.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration or the Architectural Guidelines or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable Architectural Guidelines. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 10.11. Hearing. An Owner submitting an application under Section 10.08, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties

within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 10.13, below.

SECTION 10.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 10.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The

Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 10.13, below.

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

SECTION 10.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the Architectural Guidelines or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article VIII, above.

SECTION 10.14. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case

may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article VIII, above.

SECTION 10.15. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 10.13 and 10.14, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 10.16. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

ARTICLE XI.

ANNEXATION

SECTION 11.01. Annexation. Additional property may be annexed to River Pines and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association. As such annexed property is developed, the Grantor shall record an amendment to this Master Declaration with respect thereto which shall annex such property to River Pines and which may supplement this Master Declaration with additional or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants or restrictions as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the quality of development is not materially adversely affected. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members.

SECTION 11.02. De-Annexation. The Grantor shall have the right to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XII.

MISCELLANEOUS

SECTION 12.01. Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2028, unless amended as hereafter provided. After December 31, 2028, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 12.02. Amendment. This Master Declaration may be amended as follows:

- (a) **By Grantor.** Until title to a Lot within River Pines is conveyed by the Grantor to an Owner, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except where a greater percentage is required by an express provision in this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least fifty-one percent (51%) of the Lots covered by this Master Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 12.02 shall require the vote or written consent of eighty percent (80%) of all Owners.

SECTION 12.03. Sewer Covenants. The following covenants shall run with each Lot and any portion of the Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
- (c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.

- (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Grantor and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action if deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.

SECTION 12.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 12.05. Non-Waiver. The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 12.06. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 12.07. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior thereto during the period the Grantor is exercising the powers of the Association.

SECTION 12.08. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by 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, registered or certified mail, return receipt requested, postage prepaid, properly addressed.

SECTION 12.09. Interpretation. the provisions of this Master Declaration shall be liberally construed to effectuate the purposes set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

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

SECTION 12.10. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

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

GRANTOR:

RIVERSIDE 5, LLC

By William D. Evans
William D. Evans, Member

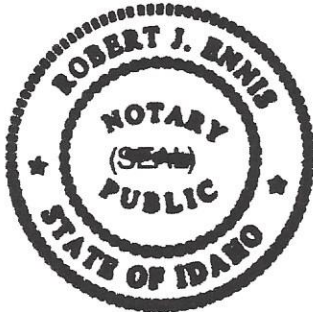
STATE OF IDAHO)
) ss:
County of Ada)

On this 6th day of July, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. EVANS, known or identified to me to be a Member of RIVERSIDE 5, LLC, an Idaho Limited Liability Company, and the Member who subscribed said Limited Liability Company name to the foregoing instrument and acknowledged to me that he executed the same in said Limited Liability Company name.

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

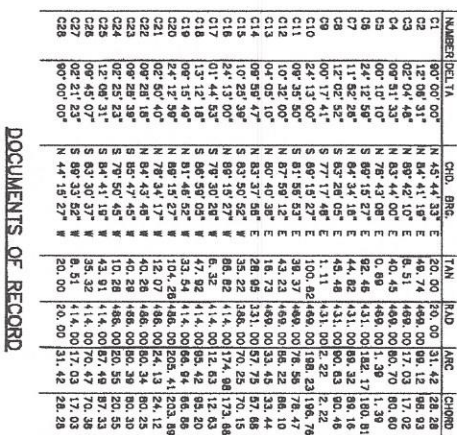


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 7/5/2005



Bk. 18 Pg. 8264

1988



LINE TABLE		
NUMBER	BERING	DISTANCE
L1	S 00° 44' 34" W	37.71'
L2	S 68° 02' 14" E	20.00'
L3	S 89° 02' 14" E	13.00'
L4	S 88° 10' 54" E	13.00'

Subdivision Boundary Line
Easement As Noted
Bearing / Distance of Record
Lot Numbers
Block Numbers

Calculated Point -	Measurement Not Shown
1/2" iron Pin Found w/Plastic Cap	
L.S. 4115 Unknown Overlapped Nail	
5/8" iron Pin Found w/Plastic Cap	
L.S. 4118 Unknown Overlapped Nail	
1/2" x 2 1/2" iron Pin Set w/Plastic Cap - L.S. 4118	
5/8" x 30" iron Pin Set w/Plastic Cap - L.S. 4116	
5/8" iron Pin Found w/Plastic Cap	
L.S. 4116 Unknown Overlapped Nail	
5/8" x 30" iron Pin w/Plastic Cap	
L.S. 4115 Set in 2" x 38" Grommeted Iron Pipe	

Centers of Public Right-Of-Way

1. A 1/2 FOOT EASEL UTILITY DRAINAGE, IRRIGATION AND GARDEN CITY STREET LIGHT EASEMENT IS HEREBY RESERVED ADJACENT TO NORTH ARNEY LANE.
2. THE DEVELOPER SHALL COMPLY WITH THE REQUIREMENTS OF IDAHO CODE 31-3005 RELATING TO IRRIGATION WATER AND RIGHTS.
3. A BLANKET PLANT UTILITY, DRAINAGE, IRRIGATION, PRIVATE STREET LIGHT EASEMENT, AND NONRESERVED EASEMENT FOR ALL UTILITIES WITHIN THIS SUBDIVISION, AS A PRIVATE ROAD, SHAL LOT 10, BLOCK 3, (INCLUDING ROADWAY, IMPROVEMENTS) SHALL BE OWNED AND MAINTAINED BY AND FOR THE HOMEOWNERS ASSOCIATION OF THE SUBDIVISION.
4. A 10 FOOT WIDE PLANT UTILITY, DRAINAGE AND IRRIGATION EASEMENT IS HEREBY RESERVED ADJACENT TO LOT 10, BLOCK 3.
5. WITH THE SPECIFIC EXCEPTION OF LOT 10, BLOCK 3, DIRECT LOT ACCESS TO NORTH ARNEY LANE OR WEST REVERSE DRIVE IS PROHIBITED.



B & A Engineers, Inc. 5505 W. Franklin Rd. Boise, Idaho 83705 (208)343-3381

THE WOODS NO. 5 AT RIVERSIDE SUBDIVISION

Bl. 76 Pg. 0247

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, That RIVERSIDE 5 L.L.C., an Idaho Limited Liability Company, and WILLIAM DAVID EVANS and CAROLINE F. EVANS, its owners, do hereby certify that the following is a true and correct copy of the plat of the subdivision shown on the official plat thereof, on file in the office of the Ada County Recorder in Book 3 of Page 105, situated in the Northwest 1/4 of Section 23, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

A re-survey of Lot 17, of Steph's Subdivision, as shown on the official plat thereof, on file in the office of the Ada County Recorder in Book 3 of Page 105, situated in the Northwest 1/4 of Section 23, Township 4 North, Range 1 East, Boise Meridian, Garden City, Ada County, Idaho, being more particularly described as follows:

Commencing at an aluminum cap marking the East 1/4 corner of said Section 23, thence N01°02'07"E, (gradually shown as N01°17'54"E, on Record of Survey No. 2914, as filed for record in the office of the Ada County Recorder as instrument No. 87047283), 334.63 feet along the westerly boundary line of said Section 23 to a point shown on said instrument No. 87047283, thence N89°18'54"W, 884.39 feet (gradually shown as N89°00'54"W, 884.40 feet) along the south boundary of land shown on said instrument No. 87047283, which is also the southeasterly corner of said Lot 17, which is also the northwesterly corner of The Woods No. 4 At Riverside Subdivision, as shown on the official plat thereof, on file in the office of the Ada County Recorder in Book 63 of Page 8341, as instrument No. 8358223, which is also the REAL POINT OF BEGINNING.

Thence N89°18'54"W, 821.81 feet along the southerly boundary of said Lot 17 to the southwest corner of said Lot 17;

Thence S89°02'14"E, 637.28 feet along the northerly boundary of said Lot 17 to the northwest corner of said Lot 17 and the westerly boundary shown on said instrument No. 87047283;

Thence S01°30'15"W, 345.18 feet along the easterly boundary of said Lot 17 and the westerly boundary shown on said instrument No. 87047283 to the REAL POINT OF BEGINNING.

Containing 4.925 Acres, more or less.

The public road shown on this plat is hereby dedicated to the public, the utility and drainage easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the use specifically depicted on this plat, and no permanent structures are to be erected within the lines of said easements. The lots within this subdivision are eligible to receive water service from the City of Garden City, and the City of Garden City has agreed in writing to serve all of the lots within this subdivision. The private water easement on this plat is not dedicated to the public.

IN WITNESS WHEREOF, we have hereunto set our hands this 26th day of March, 1998.

William David Evans
William David Evans
L.L.C.
Owner, Portion of Lot 17

Carolyn F. Evans
Carolyn F. Evans
L.L.C.
Owner, Portion of Lot 17

ACKNOWLEDGEMENT

State of Idaho,)
County of Ada,) ss

On this 26th day of March, 1998, before me, the undersigned, a notary public in and for the said State, personally appeared William David Evans and Carolyn F. Evans, husband and wife, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the instrument on behalf of the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the instrument on behalf of the persons whose names are subscribed to the above instrument.

IN WITNESS WHEREOF, I have set my hand and seal this 26th day and year in this certificate first above written.

Shirley Stokes
Shirley Stokes
Notary Public for Idaho
My Commission Expires 8-21-01

ACKNOWLEDGEMENT

State of Idaho,)
County of Ada,) ss

On this 26th day of March, 1998, before me, the undersigned, a notary public in and for the said State, personally appeared William David Evans and Carolyn F. Evans, husband and wife, known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the instrument on behalf of the persons whose names are subscribed to the above instrument, and acknowledged to me that they executed the instrument on behalf of the persons whose names are subscribed to the above instrument.

IN WITNESS WHEREOF, I have set my hand and seal this 26th day and year in this certificate first above written.

Shirley Stokes
Shirley Stokes
Notary Public for Idaho
My Commission Expires 8-21-01

CERTIFICATE OF SURVEYOR

I, Joseph D. Conning, do hereby certify that I am a Land Surveyor, licensed by the State of Idaho, and that this plat of THE WOODS NO. 5 AT RIVERSIDE SUBDIVISION, as described in the Certificate of Owner and as shown on an actual survey made on the ground under my supervision, and accurately represents the points plotted thereon, and is in conformity with the State of Idaho Code relating to Plat and Survey.

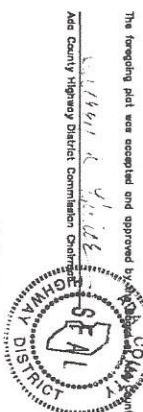
Joseph D. Conning, L.S. No. 4178

Joseph D. Conning
Joseph D. Conning
L.S. No. 4178

B & A Engineers, Inc. 5505 W. Franklin Rd. Boise, Idaho 83705 (208)343-3381

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This foregoing plat was accepted and approved by the Ada County Highway District Commissioners on the 14th day of April, 1998.



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

Sanitary restrictions of this plat have been reviewed according to the latter of approval on file with the Ada County Recorder or his agent.



APPROVAL OF CITY ENGINEER

I, the undersigned, Roy B. Johnson, City Engineer, in and for the City of Garden City, Ada County, Idaho, do hereby approve this plat.

Roy B. Johnson
Roy B. Johnson
City Engineer (Acting)

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Garden City, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 10th day of November, 1998, this plat was duly accepted and approved. FILE # 98-76-01

Clay E. White
Clay E. White
City Clerk



CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor, in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it is in compliance with the State of Idaho code relating to plats and surveys.

Clay E. White
Clay E. White
Ada County Surveyor PELS 3030

CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer, in and for the County of Ada, State of Idaho, do hereby certify that any and all current and/or delinquent county property taxes for this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Clay E. White
Clay E. White
Ada County Treasurer PELS 3030



CERTIFICATE OF COUNTY RECORDER

State of Idaho,)
County of Ada,) ss

I hereby certify that this instrument was filed at the request of B & A Engineers, Inc. at 2:38 minutes past 11 o'clock A.M., this 26th day of April, 1998, in my office, and was duly recorded in Book 12 of Page 826 and 827.

David M. Rogers
David M. Rogers
Ex-Officio Recorder

Drawing No. GES-990325
SHEET 2 OF 2