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**DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**SAVANNAH GREENS NO. 4 SUBDIVISION**  
(Office Buildings)

THIS DECLARATION, is made this 8th day of December, 1999, by WILLIAM D. EVANS and CAROLINE F. EVANS, husband and wife (hereafter collectively "Declarant");

**W I T N E S S E T H:**

WHEREAS, the above-named parties designated as the Declarant are the owners of the land and improvements thereon, more particularly described as follows:

**Lots 88 through and including 98, Block 1, SAVANNAH GREENS NO. 4 SUBDIVISION, according to the official plat thereof filed in Book 79 of Plats at Pages 8455 and 8456, records of Ada County, Idaho.**

(hereafter "Subject Property");

WHEREAS, the Subject Property has been subdivided by the Declarant into separate lots as shown on the plat of the Subject Property attached hereto as "Exhibit A" and made a part hereof (hereafter "Plat");

WHEREAS, the Declarant anticipates the sale and conveyance of portions of the Subject Property to individual owners; and

WHEREAS, the Declarant has deemed it desirable for the preservation of the value, desirability and attractiveness of the whole of the Subject Property and each of the portions thereof, to impose certain covenants, conditions, restrictions and easements upon the Subject Property therefore makes this Declaration of Covenants, Conditions, Restrictions and Easements (hereafter "Declaration") with respect to the Subject Property.

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

**ARTICLE I.**

**DEFINITIONS**

**Section 1.01. Architectural Control Committee.** As used herein, "Architectural Control Committee" or "ACC" shall mean the duly appointed and acting persons designated in Article III of this Declaration.

**Section 1.02. Building Lot.** As used herein, "Building Lot" shall mean Lots 89, 90, 91, 92, 93, 94, 95, 96, 97 and 98, Block 1 of the Subject Property, and shall mean the lot upon which the Owner of the Lot may construct a building.

**Section 1.03. Common Area Lot.** As used herein, "Common Area Lot" shall mean Lot 88, Block 1, of the Subject Property, which Common Area Lot shall be improved for pedestrian or vehicular ingress and egress, circulation or parking, as shown on the Plat (Exhibit A). Canopies which extend over the Common Area Lot, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area Lot. Each Owner of a Building Lot within the Subject Property (except said Lot 88, Block 1) shall, at the time of the conveyance of fee title to such Owner for a Building Lot, be also conveyed an undivided ownership interest in Lot 88, Block 1 equal to the Common Area Percentage (hereafter defined) to which said Building Lot is entitled, which conveyance shall be subject to the restriction that the undivided ownership interest in Lot 88, Block 1, shall be appurtenant to and may not be separated from the Owner's ownership interest in such Owner's Building Lot, and conveyance by an Owner of fee title to such Owner's Building Lot shall, even if not specifically so stated, constitute the conveyance of such Owner's undivided ownership interest in Lot 88, Block 1 of the Subject Property.

**Section 1.03. Common Area Percentage.** As used herein, "Common Area Percentage" shall mean that percentage assigned to each Building Lot based on the proportion of the total building square footage of all buildings constructed on the Subject Property represented by each such building. Unless changed by an amendment to this Declaration duly adopted and recorded in the official records of Ada County, Idaho, the Building Lots shall, for all purposes under this Declaration, be assigned the following Common Area Percentages:

<u>Building Lot</u>	<u>Total Building Square Footage</u>	<u>Common Area Percentage</u>
Lot 89	2,626	9.30%
Lot 90	2,626	9.30%
Lot 91	2,425	8.60%
Lot 92	2,425	8.60%
Lot 93	2,425	8.60%
Lot 94	2,425	8.60%
<i>Foster</i> Lot 95	2,425	8.60%
Lot 96	2,425	8.60%
Lot 97	3,944	13.98%
Lot 98	4,464	15.82%
Totals	28,210	100.00%

In the event any additional land which will be subdivided and improved with office building is annexed under this Declaration, pursuant to the provisions of Article VII, below, the Common Area Percentages for each Building Lot shall be adjusted accordingly based on the proportion that the each Building Lot which is subject to this Declaration bears to the total building square footage of all Building Lots subject to this Declaration. The amendment to this Declaration required to annex additional

land shall set forth the Common Area Percentage for each Building Lot which is subject to this Declaration.

**Section 1.04. Declarant.** As used herein, "Declarant" shall mean and refer to the persons designated above and who sign this Declaration or their duly appointed or designated successor(s).

**Section 1.05. Owner.** As used herein, "Owner" shall mean the party or parties having any estate in any Building Lot which is part of the Subject Property, in fee or by contract of sale, excluding any person or entity who holds such interest merely as security for the payment or performance of an obligation, but including any mortgagee, beneficiary under deed of trust or other security holder in actual possession of an Building Lot, as a result of foreclosure or otherwise, and any person taking title through such security holder, by purchase at foreclosure sale or otherwise.

## ARTICLE II.

### USE AND REGULATION OF USES

#### **Section 2.01. Use.**

- (a) Each Building Lot (and the improvements constructed thereon) within the Subject Property shall be used for office/commercial purposes only, in accordance with applicable zoning ordinances, on an ownership, rental or lease basis.
- (b) No Building Lot shall be used for any purpose which is considered dangerous or unsafe, or which constitutes a nuisance, or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.
- (c) The exterior walls of all buildings shall be of masonry or stucco construction, their equivalent or better, and the roof, soffit and *Roof & Facia* facia of each building shall be of steel. No all-metal buildings shall be permitted. Any building which is constructed as a replacement for a building that is destroyed or demolished shall be of such architectural design, style and materials as shall be complementary to the existing buildings on the Building Lots.
- (d) No building shall be erected, placed or altered on any Building Lot, nor shall the exterior finish or color be changed, until the construction plans and specifications, finish or color, and a plan showing the location of the structure have been approved by the Architectural Control Committee (ACC) as to quality of workmanship and materials, harmony of exterior design, finish and color with existing structures, and as to location with respect to topography and finished grade elevation.
- (e) No building or other structure shall be constructed on a Building Lot which will interfere with any easement set forth in Article IV,

below, or make the use of any such easement by the persons entitled to the benefits thereof impossible or impractical.

- (f) No waste shall be committed on any Building Lot or to the exterior of any building or structure on a Building Lot.
- (g) All Building Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly by reason of unattractive growth on such Building Lot or the accumulation of garbage or debris thereon and to prevent the occurrence of any health hazard.
- (h) All landscaped areas on each Building Lot shall be maintained by the Maintenance Director in a good and presentable condition, including the maintaining, repairing and replacing, when necessary, of automatic sprinkler systems and water lines; and replacing shrubs and other landscaping when necessary the maintain the same in the condition required. Any costs paid or incurred by the Maintenance Director for the repairing or replacing of any landscaping, including automatic sprinkler system(s) or similar property located on a Building Lot resulting from the negligence or intentional act of the Owner, tenant, occupant or invitee of the Building Lot shall be paid by the Owner of such Building Lot and the failure to pay the same shall be enforceable by the Maintenance Director under Section 6.0B, below.
- (i) All signs proposed to be placed within the Subject Property shall be subject to the approval of the ACC, and no signs shall be permitted except those advertising or relating to the tenant(s) occupying a building located on a Building Lot.
- (j) No part of the Subject Property shall be used for the storing, processing, disposal or discharge of any Hazardous Materials, except in strict compliance with all federal, state and local laws. As used herein, "Hazardous Materials" shall mean and include any material or substance which is classified as hazardous or toxic under any federal, state or local law, statute, ordinance, regulation, rule, order or decree now in force or hereafter adopted. Any Owner or occupant who shall violate this restriction regarding Hazardous Materials shall be liable to all other Owners and occupants for all damages resulting to such Owners or occupants from such violation and shall promptly undertake and complete all required cleanup and remediation.

✓  
Maintenance Director  
6.0B 6.0C  
Signs

ARTICLE III.

ARCHITECTURAL CONTROL COMMITTEE.

**Section 3.01. Members.** The Architectural Control Committee (ACC) shall be composed of the following persons:

William D. Evans  
Caroline F. Evans  
David Z. Evans

In the event of the death or resignation of any member of the ACC, his/her successor shall be designated by the Declarant, so long as the Declarant owns a Building Lot within the Subject Property. At such time as the Declarant no longer owns a Building Lot within the Subject Property, the appointment of the members of the ACC shall be made by the Owners of a majority of the Lots comprising the Subject Property. The members of the ACC shall not be entitled to any compensation for services performed in connection with their responsibilities.

**Section 3.02. Approval of Plans Required.** Prior to commencing any work or building requiring approval of the ACC, there shall be delivered to the ACC one complete set of plans and specifications for any and all proposed structures and improvements and no work or construction shall commence until the final plans, elevations and specifications therefor have received written approval by the ACC. Such plans shall also include a plot plan showing the location on the Building Lot of the building(s), fence, wall or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material and color schemes for the roofs and exteriors thereof and a proposed landscape plan.

The ACC shall approve or disapprove plans, specifications or details within thirty (30) days from the receipt thereof, or shall notify the person submitting them that an additional period of time, not to exceed fifteen (15) days is required for such approval or disapproval. A majority of the then appointing and acting members of the ACC shall control. Plans, specifications and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. The approval of plans, specifications and details by the ACC does not relieve the Owner of the necessity of obtaining the required building permit(s) and other approvals from those governmental entities having jurisdiction and control over the Subject Property.

Notwithstanding the approval by the ACC, each Owner submitting such plans, specifications and details shall be solely responsible for the sufficiency thereof. Neither the Declarant nor the members of the ACC shall be liable for any loss or damage or claim thereof arising from any defect or alleged defect in such plans or specifications or the construction or use thereof.

**Section 3.03. Variations.** The ACC may authorize variations from compliance with the requirements of this Declaration when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics, environmental considerations, or economic or other hardship may so justify. A variance 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 Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular subject matter of the variance thereof and the specific Building Lot covered thereby.

## ARTICLE IV.

### EASEMENTS

**Section 4.01. Ingress, Egress and Parking.** There is hereby created for the benefit of each Owner, and the respective tenants, contractors, employees, agents, customers, licensees and invitees of each Owner, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking (subject to the limitation provided in Section 5.02 of this Declaration) upon, over and across the Common Area Lot.

**Section 4.02. Utility Lines and Facilities.** There is hereby created for the benefit of each Owner, and the respective tenants, contractors, employees, agents, customers, licensees and invitees of each Owner, a nonexclusive easement under, through and across the Common Area Lot for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any building located on the Subject Property). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Common Area Lot for the ingress, egress, circulation and parking described in Section 4.01, above. Each Owner utilizing the easement herein created shall bear all costs related to the installation, operation, maintenance, repair and replacement of any such facilities constructed or installed to serve such Owner's Building Lot, shall repair to the original specifications any damage to the Common Area Lot resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Lots upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

**Section 4.03. Additional Easements.** Each Owner shall grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein, provided such easements are not otherwise inconsistent with the provisions of this Declaration.

## ARTICLE V.

### OPERATION OF COMMON AREA LOT

**Section 5.01. Parking.** There shall be no charge for parking on the Common Area Lot without the prior written consent of the Owners of all of the Building Lots within the Subject Property, unless otherwise required by law.

**Section 5.02. Employee Parking.** Anything in this Declaration to the contrary notwithstanding, employees of any Owner or occupant of a Building Lot shall use all reasonable efforts to park their vehicles in those portions of the Common Area Lot located adjacent to said Owner's Building Lot or adjacent to the Building Lot on which the occupant's business is located. If such parking is not available, such

employees shall have the right to use the parking spaces located elsewhere on the Common Area Lot provided that such employees shall not park their vehicles on the Common Area Lot located in the area located in front of the entrance to a building located on Building Lot owned by another Owner.

**Section 5.03. Signs.** Subject to governmental approval, each Owner shall have the right to erect a monument sign or other free-standing sign on such Owner's Building Lot in such location and of such design and size as determined by such Owner.

All signs on a building on a Building Lot within the Subject Property shall be restricted to identification of the businesses or services located or provided therein. No exterior sign shall extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances. No back-lit signs shall be allowed.

*subject  
to PA*

**Section 5.04. Protection of Common Area Lot.** Each Owner shall have the right to take such steps as such Owner deems necessary to prevent persons not authorized by this Declaration to use the Common Area Lot from using such Common Area Lot for ingress, egress, circulation and parking.

#### ARTICLE VI.

#### MAINTENANCE OF COMMON AREA LOT

**Section 6.01. Obligation to Maintain Common Area Lot.** Each Owner shall be obligated to pay a Proportionate Share (hereafter defined) of the costs and expenses paid or incurred to maintain and repair the Common Area Lot, such maintenance and repair to be under the control and direction of the Maintenance Director described hereafter.

**Section 6.02. Maintenance Required.** The maintenance of the Common Area Lot shall include, without limitation, the following:

- (a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;
- (b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- (c) Maintaining all landscaped areas on the Common Area Lot; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary; and
- (d) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which

are necessary for the operation of the buildings and improvements located on the Building Lots with the Subject Property; and

- (e) Maintaining, repairing and replacing, when necessary, all signs on the Common Area Lot.

**Section 6.03. No Obligation to Insure.** The Maintenance Director shall be under no obligation to provide any insurance with respect to the Common Area Lot, the obligation to provide such insurance, both for casualty loss and public liability, to be the sole responsibility of each Owner. Each Owner shall indemnify, save and hold harmless each other Owner and the Maintenance Director from and against any claim, damage, loss, judgment, cost or expense arising from or relating to the use of the Common Area Lot.

**Section 6.04. Appointment of Maintenance Director.** The Owners hereby appoint the Declarant as the Maintenance Director for the Common Area Lot. The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to the Owners of the Building Lots, to resign as Maintenance Director in which event the Owners who control a majority of the total Common Area Percentages shall appoint another person to be the Maintenance Director.

**Section 6.05. Budget for Maintenance of Common Area Lot.** At least thirty (30) days prior to the beginning of each calendar year, the Maintenance Director shall submit to the Owners an estimated budget ("Budget") for the estimated costs to maintain the Common Area Lot for the ensuing calendar year (including the 15% administrative fee referred to in Section 6.6, below) for maintaining the Common Area Lot. The Budget shall be deemed approved and shall be binding upon all Owners if approved by the Owners who control a majority of the total Common Area Percentages within the Subject Property. An Owner shall be deemed to have approved the Budget unless such Owner delivers to the Maintenance Director a written objection to the Budget within fifteen (15) days after submittal of the proposed Budget by the Maintenance Director to the Owners. If the majority of the Owners controlling a majority of the total Common Area Percentages shall disapprove the Budget in writing, the Maintenance Director shall make reasonable efforts to obtain alternate costs for such objected item(s) and resubmit the Budget to the Owners for approval.

If a Budget is not approved by January 1 of any calendar year, the Maintenance Director may elect to either (a) proceed with the Maintenance Director's duties in accordance with the Budget for the previous year subject to adjustment when the current Budget is actually approved, or (b) elect to terminate the Maintenance Director's maintenance obligations with respect to the Common Area Lot by giving written notice to that effect to the Owners of the Building Lots on or before February 1 of said calendar year. If notice of termination is so given, the obligations of the Maintenance Director shall terminate and end on March 1 of said calendar year.

The Maintenance Director shall have the right to make emergency repairs to the Common Area Lot to prevent injury or damage to person or property or to prevent disruption in the use of the Common Area Lot. Each Owner shall pay its Proportionate Share (hereafter defined) of the costs of emergency repairs within thirty (30) days after receipt of a billing therefor from the Maintenance Director.



**Section 6.06. Reimbursement of Maintenance Director.** The Owners of the Lots shall cause the Maintenance Director to be reimbursed for all out-of-pocket expenses paid or incurred by the Maintenance Director in performing the maintenance services with respect to the Common Area Lot as described herein. In addition, the Maintenance Director shall be paid an administrative fee equal to fifteen percent (15%) of all expenses paid or incurred by the Maintenance Director to cover management and administration costs.

**Section 6.07. Billing for Expenses.** By the tenth (10th) day of each calendar month, the Owner of a Building Lot shall pay to the Maintenance Director one-twelfth (1/12th) of that Owner's Proportionate Share (hereafter defined) of the annual expenses shown on the Budget for the maintenance and repair of the Common Area Lot (including the fifteen percent (15%) administrative fee described above). The share (herein "Proportionate Share") of the total Budget to be paid by each Owner for a year shall equal to the Common Area Percentage allocated to the Building Lot owned by each Owner.

Within sixty (60) days after the end of each calendar year, the Maintenance Director shall provide each Owner with a statement setting forth the actual Common Area Lot costs and expenses (including the fifteen percent (15%) administrative fee) paid by the Maintenance Director during the previous year and indicating each Owner's Proportionate Share of the aggregate thereof. If the amount paid by an Owner for such calendar year shall have exceeded such Owner's Proportionate Share, the Maintenance Director shall refund the excess to such Owner at the time the statement is delivered, or if the amount paid by the Owner for such calendar year is less than such Owner's Proportionate Share, such Owner shall pay the balance due to the Maintenance Director within ten (10) days after receipt of such statement.

**Section 6.08. Lien for Expenses.** There is hereby created a continuing lien against each of the Building Lots for the payment by each Owner of a Building Lot of such Owner's Proportionate Share of the costs and expenses for the maintenance and repair of the Common Area Lot as provided herein. Said lien may be enforced by the Maintenance Director and the amount thereof shall be established by the filing by the Maintenance Director of a Notice of Amount of Lien with in the office of the Recorder of Ada County, Idaho, signed and verified, which shall contain at least:

- (a) An Itemized statement of all amounts due and payable pursuant hereto;
- (b) A description sufficient for identification of the Building Lot subject to the Lien;
- (c) The name of the Owner or reputed Owner of the Building Lot which is the subject of the lien; and
- (d) The name and address of the Maintenance Director.

The lien herein created shall be in favor of the Maintenance Director and shall be senior and superior to any right, title, interest, lien or claim which is acquired or has attached to such Building Lot after the date of the recordation of this Declaration in the official records of Ada County, Idaho, except the lien of a first mortgage or

first deed of trust, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

## ARTICLE VII.

### ANNEXATION

**Section 7.01. Annexation.** Additional property may be annexed to the Subject Property subject to this Declaration and brought within the provisions of this Declaration by the Declarant, at any time, without the approval of any Owner of a Building Lot within the Subject Property. To annex additional property to the Subject Property, the Declarant shall record an amendment to this Declaration which shall specify the annexation of the additional property to the Subject Property and which may supplement this Declaration with addition or different covenants and restrictions applicable to the annexed property, as the Declarant may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Declarant deems not appropriate for the annexed property. Upon such annexation, the Building Lots and the Owners thereof within the annexed property shall become subject to the terms, conditions, requirements and easements set forth in this Declaration. The amendment of this Declaration as authorized by this Section, to annex additional property to the Subject Property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 8.03 of this Declaration.

**Section 7.02. De-Annexation.** The Declarant shall have the right to delete all or a portion of the Subject Property from the coverage of this Declaration, so long as the Declarant is the Owner of all of the portion of the Subject Property to be de-annexed and, provided further, that an appropriate amendment to this Declaration signed by the Declarant is recorded in the office of the Ada County Recorder.

## ARTICLE VIII.

### GENERAL PROVISIONS

**Section 8.01. Enforcement.** Any Owner, including the Declarant, shall have the right to enforce, by any proceedings at law or in equity, all covenants, conditions and restrictions herein contained or hereafter imposed by amendment to this Declaration. If suit is filed to enforce any of the covenants, conditions and restrictions contained in this Declaration, including any amendments hereafter adopted, the parties succeeding in such suit shall be entitled to awarded reasonable attorneys' fees in addition to other costs and disbursements allowed by law.

**Section 8.02. Severability.** Invalidation of any one of the covenants, conditions, restrictions or easements contained in this Declaration by a Judgment or a Court Order shall not affect any other provisions contained herein, all of which shall remain in full force and effect.

**Section 8.03. Term - Amendments.** The covenants, conditions, restrictions and easements contained in this Declaration shall run with and shall bind the Subject Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years each, unless prior to the date of the expiration of the term of this

Declaration a writing terminating this Declaration is signed by the Owners whose Common Area Percentages equal at least seventy-five percent (75%) of the total of all Common Area Percentages for all Building Lots covered by this Declaration, which writing shall be recorded in the official records of Ada County, Idaho. This Declaration may be amended by an instrument signed by the Owners who control a majority of the total Common Area Percentages within the Subject Property, provided, that so long as the Declarant is the Owner of a Building Lot, any amendment to this Declaration must be approved by the Declarant. Any amendment to this Declaration shall be recorded in the office of the Ada County Recorder.

**Section 8.04. Voting Rights.** The voting rights of each Owner shall be equal to each Owner's Common Area Percentage. If the Owners controlling a majority of the total Common Area Percentage for all Building Lots within the Subject Property are authorized or empowered to take any action under this Declaration, such action shall be approved if the Owners of a majority of the total of the Common Area Percentages for all Building Lots within the Subject Property vote for such approval, and such approval shall be binding upon all Owners.

**Section 8.05. Non-Waiver.** The failure of the Declarant or Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions or restrictions of this 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 or restriction, but such covenant, condition or restriction shall remain in full force and effect.

**Section 8.06. Acceptance.** Each grantee of a conveyance or purchaser under contract or agreement of sale, by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the covenants, conditions and restrictions set forth in this Declaration and agrees to be bound by the same.

[END OF TEXT]

IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed as of the date year first above written.

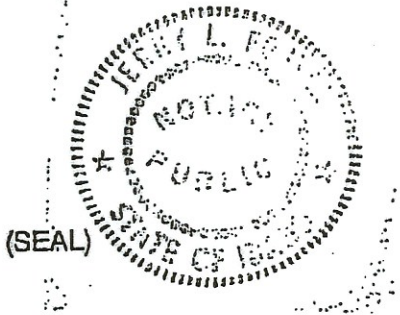
William D Evans  
WILLIAM D. EVANS

Caroline F. Evans  
CAROLINE F. EVANS

STATE OF IDAHO )  
 ) ss:  
County of Ada )

On this 7<sup>TH</sup> day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM D. EVANS and CAROLINE F. EVANS, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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



Jerry L. Foster  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: Jan 2002

EXHIBIT A

PLAT

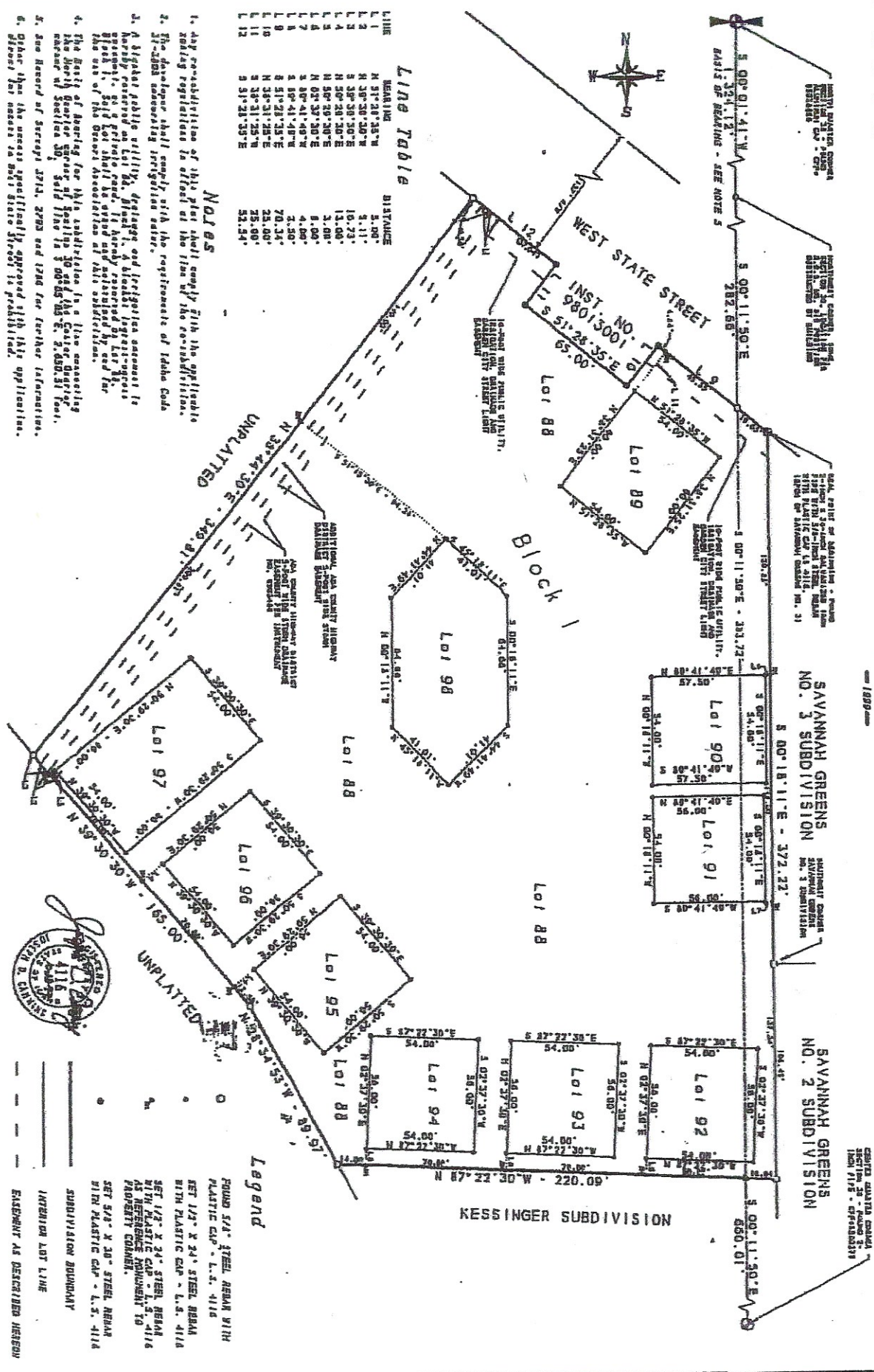
**ATTACHED**  
(2 pages)

SCALE: 1" = 30'



# Savannah Greens No. 4 Subdivision

A portion of the Southern Quarter of the Maritime District and the Eastern Quarter of the Northern Quarter of Section 30, Township 17 North, Range 3 West, State of Georgia, 1888



**LINE TABLE**

LINE	BEARING	DISTANCE
L 1	N 31° 28' 33" W	5.00'
L 2	N 30° 30' 30" W	5.11'
L 3	N 30° 30' 30" E	16.73'
L 4	N 30° 28' 30" E	13.00'
L 5	N 30° 28' 30" E	3.00'
L 6	N 02° 37' 30" E	4.00'
L 7	N 02° 41' 48" E	4.00'
L 8	S 18° 41' 48" W	70.34'
L 9	S 18° 23' 33" E	25.00'
L 10	S 18° 23' 33" E	25.00'
L 11	S 18° 23' 33" E	25.00'
L 12	S 18° 23' 33" E	53.54'

**NOTES**

1. Any non-availability of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
2. The developer shall comply with the requirements of Public Code 21-2086 concerning irrigation water.
3. A plat shall be filed with the appropriate authority to be hereby reserved on Lot No. 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
4. The basis of bearing for this subdivision is a line connecting the North Quarter Section 30 and the Corner Section 30, Section 30, Township 17 North, Range 3 West, State of Georgia, 1888.
5. See Record of Surveys 3713, 3723 and 1286 for further information.
6. Other than the areas specifically approved with this application, streets for access to any State Street is prohibited.

Dr. J. J. [Name] Savannah, Ga. 5505 W. Franklin Road, Phone 83705 208-343-9381



**Legend**

- FOUND 5/4" STEEL REBAR WITH PLASTIC CAP - L.S. 4116
- SET 1/2" X 24" STEEL REBAR WITH PLASTIC CAP - L.S. 4116
- SET 1/2" X 24" STEEL REBAR WITH PLASTIC CAP - L.S. 4116 AS REFERENCE MONUMENT TO PROPERTY CORNER.
- SET 5/4" X 30" STEEL REBAR WITH PLASTIC CAP - L.S. 4116
- SUBDIVISION BOUNDARY
- INTRUSION LOT LINE
- EASEMENT AS DESCRIBED HEREON



ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

1999 DE -9 PM 2:45

RECORDED-REQUEST OF  
PIONEER TITLE

FEE ~~1800~~ DEPUTY *[Signature]*

99117608