

**AMENDED MASTER DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

FOR

THE WOODS NO. 3 AT RIVERSIDE

THIS AMENDED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE WOODS NO. 3 AT RIVERSIDE (the “Amended Master Declaration”) is made this 17th day of December, 2020, by the Woods No. 3 Owners Association, Inc. (the “Association”) and its Members, who are owners of the Residential Lots within the Woods No. 3 at Riverside Subdivision, located in Ada County, State of Idaho.

ARTICLE I.

RECITALS

WHEREAS, the undersigned Woods No. 3 Owners Association, Inc. (the “Association”) and its Members, are the owners of certain land in Ada County, Idaho, more particularly described as follows (hereafter “Property” or “The Woods No. 3”):

Lots 3 through and including 44 of Block 2, THE WOODS NO. 3 AT RIVERSIDE SUBDIVISION, according to the official plat thereof filed in Book 58 of Plats at pages 5542 and 5543, records of Ada County, Idaho.

WHEREAS, the Association and its Members, desire 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 Association, the Owners, and all other persons or entities who may subsequently acquire an interest in the Property and (iii) maintain a residential development of the highest quality;

WHEREAS, the Property was previously bound and encumbered by the Master Declaration of Covenants, Conditions, Restrictions and Easement for The Woods No. 3 at Riverside October 1, 1990 (the “Original Declaration”), recorded on February 14, 1991 as Instrument No. 9107909, in the records of Ada County, State of Idaho;

WHEREAS, the Original Declaration, in Article XI, Section 11.02 allows for the Original Declaration to 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, owning at least fifty-one percent (51%) of the Lots covered by the Original Declaration; and

WHEREAS, the requisite number of Owners have approved of the language included in this Amended Master Declaration, as attested to below and desire to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes set forth in this Amended Master Declaration;

THEREFORE, the Original Declaration is hereby replaced in its entirety by the terms of this Amended Master Declaration, and the Original Declaration is given no further force or effect.

ARTICLE II.

DECLARATION

The Association and its Members hereby declare 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 and preserve 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; and shall inure to the benefit of every Lot in The Woods No. 3 and any interest therein; shall inure to the benefit of and be binding upon the Association and each Owner, and each successor in interest of each, and may be enforced by the Association and by any Owner.

ARTICLE III.

DEFINITIONS

As used in this Amended 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 The Woods No. 3 Owners Association, Inc..

ACC Rules/ACC Standards: Such rules or standards promulgated by the ACC as authorized herein.

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

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

Association: The Woods No. 3 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 The Woods No. 3 in which the Association owns an interest or controls and which is held or controlled for the betterment of The Woods No. 3 Owners Association, Inc., its Members, or any of the Lots located within the Woods No. 3.

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

Development: Certain real property described on the Plat Map for the Woods No. 3 Subdivision, as referenced above. The Development includes all the property shown on the plat, unless expressly excluded therefrom, and shall include all landscaping, amenities, roadways, utility and irrigation services and other improvements.

Improvements: All structures, facility, system, Improvement, object, or appurtenance thereto of all kinds and types, whether permanent or temporary, which is constructed, erected, placed upon, under or over any portion of the Property, including but not limited to, Buildings (including residences, garages, and sheds), roads, driveways, parking lots, sidewalks, curbs, walkways, walls, fences, screens, landscaping, grading, poles, signs, playground equipment, mailboxes, 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.

Limited Assessment: A Limited Assessment shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner or Owner's agents, tenants, assigns, or guests, equal to the cost incurred by the Association in connection

with corrective action performed pursuant to the provisions of this Amended Master Declaration, including, without limitation, action to correct damage to the Common Area or the failure of an Owner to keep such Owner's Dwelling Lot or Improvements thereon in good condition and repair as required herein. Limited Assessments shall also include any attorney's fees or costs expended by the Association as a result of Owner's actions or to bring Owner into compliance with the terms of this Amended Master Declaration, whether or not suit is actually filed, as well as any properly imposed violation fines.

Lot(s): A portion of the Property which is a legally described tract or parcel of land within The Woods No. 3 or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Member: Any person(s) who is an Owner of a Lot within The Woods No. 3.

Mortgage: Any mortgage or deed of trust or other hypothecation of land located in The Woods No. 3 to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Amended Master Declaration shall be limited to a "first Mortgage," including a "first Deed of Trust," on a Lot in The Woods No. 3.

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 holding fee simple title to a Lot in The Woods No. 3, 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.

Plans and Specifications: The drawings, blueprints, and all other documents showing the plans, design, materials, appearance, and specifications upon which an Improvement is to be constructed, altered, demolished, or removed. The Association shall have the right to adopt rules and policies clarifying and defining which Plans and Specifications must be submitted for architectural approval.

Plat: A final subdivision plat covering any real property in The Woods No. 3, 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(s): All roadways, surface curbs, and associated gutters located within the Property and as depicted on the Plat. The Private Roads are Common Areas, to be owned and maintained by the Association in accordance with the terms of this Master Declaration.

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

Residential Lot: All portions of the Property which are legally described Lot, except the Common Areas.

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

The Woods No. 3: 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").

The Woods No. 3 Owners Association, Inc.: The Idaho non-profit corporation comprised of Members and existing for the purpose of providing self-government for the Property and enforcing the terms of the Amended Master Declaration.

ARTICLE IV.

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Amended 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) Assuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment, value, and use of all Lots and improvements.
- (b) The prevention of the erection in The Woods No. 3 of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.

- (c) Encouraging and ensuring the erection and maintenance 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 The Woods No. 3 and adequate free spaces between improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
- (f) Ensuring 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. The Residential Lots shall be used only for single-family residential purposes and such uses as are customarily incidental thereto. No Lot shall be used for the conduct of trade, business, or professional activities, other than those business activities which may be conducted through a “home office” or telephone sales services or the like, which are conducted entirely within the residential dwelling unit, have no visual business appearance, visitors, or effect on traffic within the Development, can be conducted as long as they are otherwise permitted by the laws of the City a residential zone and do not constitute a nuisance, in the discretion of the Board. No signs relating to said commercial or business activity shall be displayed where visible from any road within the Subdivision. The Board of Directors shall have the authority, within the bounds of this Amended Master Declaration, to adopt rules and regulations governing the use and enjoyment of the Common Areas and the Lots, as a supplement to and clarification of the terms of this Amended Master Declaration.

SECTION 5.02. Buildings. Except those Lots which are designated as Common Area, no Lot shall be improved with more than one (1) dwelling unit containing such minimum floor area as is specified in this Amended Master Declaration.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed, remodeled, removed, or materially altered within the Property unless and until the Plans and Specifications and site plan therefor have been reviewed in advance and approved by the ACC, in writing, in accordance with the provisions of Article X, below. These restrictions shall not apply to the interior of the home.

SECTION 5.04. Prohibited Buildings/Uses. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.05. Rental Restrictions. At no time may any Lot, residence, nor any portion thereof, be rented, leased, or occupied by anyone other than the Owner(s) of the Unit and his or her immediate family. Notwithstanding the foregoing or anything set forth herein to the contrary, an Owner may apply to the Board for a hardship exemption based on the Owner's particular circumstances, which may include, by way of example only, military service, a change in employment necessitating a move outside the region, or compelling family circumstances. The grant or denial of such exemption shall be within the Board's sole and absolute discretion. In approving a hardship exemption, the Board shall have the power to establish conditions of approval, including, but not limited to, time limits for leases and terms and conditions to be included in leases. Any hardship exemption shall automatically expire upon the date established by the Board, if any. Within five (5) days of executing an approved lease agreement under the terms of this provision, the Owner shall provide a copy of the lease agreement to the Association, which must include a provision (i) requiring the lessee(s) to comply with this Amended Master Declaration and all rules and regulations of the Association; (ii) clearly identifying the term (length) of the agreement; (iii) designating the Association as third-party beneficiary to the lease agreement with the right to evict a tenant who is in violation of the terms of this Amended Master Declaration or the rules and regulations of the Association, in the event that the Owner fails or refuses to do so; and (iv) clearly identifying each lessee's name and contact information (telephone number, mailing and email addresses). In the event that any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Amended Master Declaration. The Association shall not be liable to any Owner or any tenant for an eviction under this Section that is made in good faith. Nothing herein shall be construed to relieve the Owner of the continuing responsibility to comply with the terms of this Amended Master Declaration and the Association's rules and regulations. No provision of this Amended Master Declaration shall be interpreted to grant an Owner the ability to lease, rent, or otherwise permit occupancy of his or her residence or Lot by anyone other than the Owner thereof, except as provided in this Section. Any Owner engaged in leasing activities as of the date of recordation of this Amended Master Declaration shall be allowed to continue leasing activities until said Lot is sold or conveyed to a Third Party. For the purpose of this provision, "Third Party" shall be defined as any person or entity not currently designated as the owner of the Lot at the time of the adoption of this amendment. Said Third Party shall take title to the Lot being fully subject to the terms of this provision and all restrictions contained herein.

SECTION 5.06. Easements. There is hereby reserved 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, power, gas, and sewer, the easements so designated on the recorded subdivision plat(s) for The Woods No. 3.

- (b) An easement for ponds, lakes and water courses, including any equipment or appurtenances used in connection therewith, as have been or may be constructed within the Property for drainage, irrigation, flood protection, recreation or amenity purposes.
- (c) For the purpose of permitting the Association, its contractors, and its agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace, and restore landscaping and other Improvements within the Common Area.
- (d) Reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions 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.
- (e) Any additional easements, if any, as shown and designated on the recorded subdivision plat for The Woods No. 3.
- (f) For the maintenance, repair and/or reconstruction of any ditch, canal or other waterway in The Woods No. 3, and any structures or equipment, if any, therein or served thereby, an easement in favor of any public or private entity receiving or discharging water conveyed by such ditch, canal or other waterway.

The easement areas (excluding any equipment or appurtenances owned by 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 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 thereof or therein.

SECTION 5.07. Lighting. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.08. Animals. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.09. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within The Woods No. 3.

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 re-grading or excavation is undertaken. Lot grading shall be kept to a minimum and Buildings, landscaping, and other Improvements 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. The following rights have previously been reserved to the original developer of the Property, pursuant to the Original Declaration: (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 The Woods No. 3; (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 The Woods No. 3, oil and gas wells, tunnels and shafts into, through or across the subsurface of land within The Woods No. 3 and to bottom such whipstock or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof and to redrill, re-tunnel, 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 The Woods No. 3.

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 thereof in good and sufficient repair and shall keep the Improvements thereof painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut, embankments free of erosion and otherwise maintain the same in a neat and aesthetically pleasing condition, in the discretion of the Board and/or the ACC. If a portion of any Improvement located on an Owner's Lot, including landscaping, erodes, detaches, encroaches upon, or becomes situated on the Common Area, such Owner shall be responsible for removing such portion of the Improvement from the Common Area.
- (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 Amended Master Declaration. Vacant and unoccupied Lots must be kept in the same good condition and repair as required by subsection (a), above.
- (d) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be unattractive, unsightly, undesirable, or offensive, shall be removed, enclosed within an approved structure, or appropriately screened from public view, in the discretion of the ACC. 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 Amended 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 thereof, 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 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. The amounts shall constitute a Limited Assessment against said Lot and the Owner thereof and shall be enforceable in the same manner as other assessment set forth in Article VIII of this Amended 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 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. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.15. Garages. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.16. Exterior Materials and Colors. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.17. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles, and motorcycles, shall be subject to the Association rules, which may prohibit or limit the use thereof with The Woods No. 3. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.18. Exterior Energy Devices. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.19. Mailboxes. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.20. Signs. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

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. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.23. Landscaping. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.24. Minimum Improvements. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

SECTION 5.26. Adoption of Association Rules/ACC Rules and Standards. The Board and/or the ACC shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Association or the ACC, as the case may be, to carry out the purposes of this Amended Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Amended Master Declaration.

SECTION 5.27. Nuisances. Association members should refer to the “*Association Rules*” document for specific restrictions with respect to this subject.

ARTICLE VI.

THE WOODS NO. 3 OWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. The Woods No. 3 Owners Association, Inc. shall be and remain 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 Amended 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 Amended Master Declaration.

SECTION 6.02. Members. Each Owner 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 a single class of voting membership. Each Member shall be entitled to one (1) vote for each Lot owned. When more than one person is an Owner, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 6.04. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors, who shall be Members of the Association, 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. Board members must be in good standing with the Association to be eligible for Board services, which includes being current on all assessment obligations to the Association, having or causing no violations of this Amended Master Declaration during their tenure or for the two years prior to their election, and not being in any kind of litigation, threat of litigation, or dispute with the Association. Any Board Member who falls out of good standing during his or her term may be removed from the Board by vote of a majority of the remaining Board of Directors.

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 Amended 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 Amended Master Declaration, and to do and perform any and all acts which may be necessary or property 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 Amended 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, Amended Master Declaration or the Association rules, policies, and ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof. The Board shall also have the authority to impose monetary penalties against an Owner and his or her Lot for the violation of the terms of this Amended Master Declaration, or the rules and regulations of the Association.
- (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. Neither the Association nor the members of the Board of Directors shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated
- (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 may be used to interpret, clarify, and enforce the terms of this Amended Master Declaration, aid in the operation of the Association, or govern the use by Owners or any other person of the 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 Amended 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 Amended Master Declaration. In the event of any conflict between an Association rule or any provisions of the Articles, By-Laws or this Amended 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 persona 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 Owner or any occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry as 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 the Board. In addition to the powers delegated to it by the Articles, By-Laws and this Amended Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligations 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 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) Water Areas. Perform, or provide for the performance of, the operation, maintenance and management of lakes, ponds, and water courses within the Property to the end that they shall be and remain clean and sanitary and attractive and usable for the purposes designed. Residential Lot Owners shall agree to allow access across their Lot for maintenance activities, as necessary. Any additional or specific responsibilities of the Board as pertains to the maintenance of the Water Areas within the Property shall be detailed in the "*Association Rules*" document.
- (e) 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, 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.
- (f) Identification Signs. Maintain, repair and replace all permanent entry and special identification signs for The Woods No. 3, whether the same be located within or without the boundaries of The Woods No. 3.
- (g) Private Road and Security Facilities. Maintain, repair or replace all or any portion of any private road(s) and security facilities located within the Property or adjacent thereto, if the same serve the Property.
- (h) Rule Making. Make, establish, promulgate, amend, enforce, and repeal Association rules.
- (i) Architectural Control Committee. Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Amended Master Declaration.

- (j) Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Amended Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Amended 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 agents, 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.

ARTICLE VII.

MAINTENANCE OF PRIVATE ROAD AND SECURITY FACILITIES

SECTION 7.01. Ownership of Private Road and Security Facilities. The Association is the owner of Lot 3, Block 2 of the Subdivision (hereafter "Private Road"), and likewise owns and controls all improvements, equipment, property and systems comprising the security system for the Property.

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 and sidewalks, if any, located within said Lot 3, Block 2, and any appurtenant Improvements located thereon or therein, such as street lights, street signs and landscaping.

SECTION 7.03. Duty to Maintain Security Facilities. The Association shall be responsible for maintaining all security facilities located within The Woods No. 3, except those which are installed by an Owner on a Lot and designed for the protection of the Building and/or Occupants thereof. Such maintenance shall include, but not be limited to, the following: the general maintenance and upkeep, repairing, replacing, restoration and rebuilding of all and any such security facilities as the same may be constructed and installed within The Woods No. 3 by the Association, including any appurtenances or related property used or necessary in connection therewith. In addition, if the operation of said security facilities requires the payment of on-

going expenses to operate the same, such as utility expenses, the Association shall be responsible for the payment of all such on-going expenses. As used herein, "security facilities" shall include all equipment, property and systems installed to serve exclusively the Lots and the Owners within The Woods No. 3 or any other property annexed under this Amended Master Declaration, on a common basis, but shall not include any such equipment, property or systems installed to serve less than all of such Lots and/or Owners. The Association shall not be liable to any Owner or other person or entity for any failures, perceived or actual, of the security facilities and no warranty or guarantee of safety or security is made, either by this provision or by the existence or operation of the security facilities.

SECTION 7.04. Liability for Damage. In the event that any maintenance, repair or replacement of all or any portion of the Private Road or the security facilities 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 Amended Master Declaration.

SECTION 7.05. Cost of Maintenance, Repairs and Replacement. The cost of the maintenance, repairs and replacements of the Private Road and the security facilities within The Woods No. 3 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 The Woods No. 3. Such costs and expenses (hereafter "cost and expenses") shall be apportioned among the Lots within The Woods No. 3 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 or the security facilities and the timing of the payment thereof shall rest solely with the Board.

SECTION 7.06. Easement for Maintenance. There is hereby reserved to the Association, its contractors and agents, an easement to enter upon the Lots within The Woods No. 3 for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.

SECTION 7.07. Easement for Use. There is hereby reserved 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 Lot 3 of Block 2 as shown on the recorded plat for The Woods No. 3, which Lot is to be used as 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 The Woods No. 3, provided, however, that such shall not deprive or unreasonably restrict any of such Occupants the right to have access to and from such Lot.

SECTION 7.08. Reserve for Maintenance, Repair and Replacement. The Association shall 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 and the security facilities 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 and Special Assessment. The amount of said Regular and 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 7.09. 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 within The Woods No. 3 or the security facilities for The Woods No. 3. Any purported amendment to this Section to impose liability upon Ada County Highway District or any other governmental entity for the Private Road and/or the security facilities within The Woods No. 3 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 to hereby, and by acceptance of a deed of 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, late fees, costs and accrued 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. Any collection action, whether it be by lien foreclosure and/or by action on a delinquent account, shall require the Owner of the Lot assessed to also pay all accrued attorney's fees and court costs

to be included as part of the debt to the Association, whether or not a lawsuit or action is actually filed.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association in amounts and 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, for the performance by the Association of its other duties and responsibilities, and for the general health, safety, and well-being of the Association and its Members. 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 therein 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 Amended 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) Members will be informed of Special Assessments with as much notice as possible.

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 Amended Master Declaration or the ACC Rules/ACC Standards, 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 attorney's fees shall be assessed and collected as set forth in Article X of this Amended 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.
- (d) Violation Fines. Violation fines or monetary penalties may be imposed against an Owner and/or his or her Lot, after proper notice and opportunity for a hearing, for the violation of the terms of this Amended Declaration and/or the Association's rules and regulations. Said fines shall be considered a Limited Assessment and collectable by the Association as such.

SECTION 8.05. Transfer Fees. Upon the sale or transfer of any Lot, the purchaser shall pay a one-time transfer fee in an amount to be determined and disclosed annually by the Board of Directors. Such fee shall be paid on or before the date of recordation of the deed from seller to the purchaser. The Association shall be entitled to collect this fee at the closing of the Lot sale. This transfer fee shall be used to defray organization costs for the Association and general costs of operation. This transfer fee, if unpaid, may be collected in the same manner as other assessment described herein.

SECTION 8.06. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Amended 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 and other charges made by the Association, including violation fines and attorney's fees, pursuant to the terms of this Amended Master Declaration, is vested solely in the Association, by and through the Board of Directors. 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 Amended Master Declaration, the Owner against whom such enforcement is sought shall pay the accrued attorneys' fees in connection therewith. The Board or its authorized representative may enforce the obligations of the Owners to pay such assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to this Article to enforce the liens created hereby. A suit to recover a money judgment for an unpaid assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

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 The Woods No. 3 pursuant to this Amended 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 Amended 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 Amended 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, conducted in any manner provided by law in the State of Idaho. In any such

foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all 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 Amended 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 Amended 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 by the Board at any time, with or without cause.

SECTION 10.02. Appointment. All members of the ACC shall be appointed or removed by the Board.

SECTION 10.03. Compensation. The members of the ACC shall not receive compensation from the Association for services rendered, except for reimbursement for actual expenses incurred by them in performance of their duties hereunder.

SECTION 10.04. Non-Liability. Neither the ACC, or any member 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, to recover such damages. The approval of any application by the ACC is under no circumstances a warranty or guarantee of the structural soundness of the relevant Improvement, or its fitness for any purpose, and the ACC shall make no such representations.

SECTION 10.05. Approval Required. No construction, alteration, modification, repainting, resurfacing, removal, relocation, extension, 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. The ACC may, but shall not be obligated to, establish construction standards, styles, guidelines, or motifs allowed on the Lots or provide for design standards or requirements for other any other Improvements. The ACC shall also have the right to establish standards, policies, and guidelines related to the Plans and Specifications that must be submitted for each application. The ACC shall have the right to refuse to approve any design plan or color for such building, Improvements or alterations which, in its opinion, are not suitable or architecturally or aesthetically harmonious with the other buildings and improvements in the subdivision, not in compliance with the provisions of this Amended Master Declaration, or not in conformance with any architectural guidelines or design standards, if any.

SECTION 10.06. Basis of Approval. Approval by the ACC shall be based, among other things, on the ACC Rules/ACC Standards, 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 Amended Master Declaration.

SECTION 10.07. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Amended Master Declaration, the ACC Rules/ACC Standards, 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 Amended Master Declaration, ACC Rules/ACC Standards 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 Amended Master Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby. The ACC shall only have the authority to

grant variances from the provisions of this Amended Master Declaration that relate to architectural, design, aesthetic, or similar considerations. Variance from any other restriction found in this Amended Master Declaration, including use, leasing, or parking, may only be approved by the Board of Directors.

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 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, is 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 complimentary design and appearance and be of the quality required to maintain The Woods No. 3 as a first class residential development.

The ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. Notwithstanding this requirement, the ACC shall have the right to request further information, documentation, or other clarification from the applying Owner, to aid it in its decision. Any such request will reasonably and accordingly toll the forty-five (45) day time requirement imposed herein. 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 Amended Master Declaration of the ACC Rules/ACC Standards 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 Amended Master Declaration of any applicable ACC Rules/ACC Standards. 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 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 Owners 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 present 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 Board of Directors, upon its own initiative or upon request from the ACC, 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 Amended Master Declaration, the ACC Rules/ACC Standards or the approved Plans and Specifications.

The Board 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 Board 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. All such costs shall be chargeable to the violating Owner and his or her Lot as a Limited Assessment, as described herein.

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 Section 10.13 and 10.14, above, and 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), proceeded 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 or obligation to mediate or litigate private disputes between Owners.

ARTICLE XI.

MISCELLANEOUS

SECTION 11.01. Term. This Amended Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2045, unless amended as hereafter provided. After December 31, 2045, 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 Amended Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 11.02. Amendment. Except where a greater percentage is required by an express provision in this Amended Master Declaration, the provisions of this Amended 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 owning at least fifty-one percent (51%) of the Lots covered by this Amended Master Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 11.02 shall require the vote or written consent of eighty percent (80%) of all Owners.

- (a) Amendment Number One (1) titled "FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR WOODS NO.3 AT RIVERSIDE" (Pages 1-5) AND EXHIBIT A (Page 1) dated November 15, 1994, is hereby adopted in its entirety with the acknowledgement that Amendment Number One references to "Master Declaration" are henceforth referring to this Amended Master Declaration.

SECTION 11.03. 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 in the Property shall be constructed and maintained 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 Association 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 Association 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 11.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association, as defined, limited, and required by the Idaho Non-Profit Corporation Act, 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. The Board shall have the authority to adopt rules and policies regarding the keeping, inspection, and copying of such records.

SECTION 11.05. Non-Waiver. The failure of the Association, 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 Amended 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 provisions, but the same shall remain in full force and effect. No covenant or representation of uniform enforcement is hereby intended or implied.

SECTION 11.06. 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 Amended Master Declaration and agrees to be bound by the same.

SECTION 11.07. 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 connections 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.

SECTION 11.08. Notices. Any notice permitted or required to be delivered as provided in this Amended Master Declaration shall be in writing and shall be delivered either

personally, by mail, or via electronic mail, if expressly agreed to, in writing, by a Lot Owner. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 11.09. Interpretation. The provisions of this Amended 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 and the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter.

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

SECTION 11.10. 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 provisions

IN WITNESS WHEREOF the Association and its Members have executed this Amended Master Declaration as of the day and year written below.

[Remainder of Page Intentionally Left Blank]

CERTIFICATION OF PRESIDENT AND SECRETARY

We, the undersigned, do hereby certify:

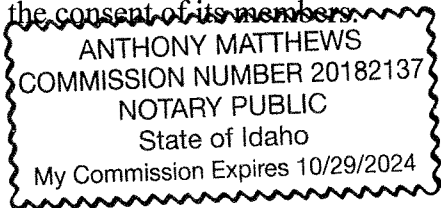
1. That we are the duly appointed and acting President and Secretary of the Board of Directors of the Association, an Idaho Non-profit Corporation; and
2. That the requirements to amend the Original Declaration have been properly fulfilled in full compliance with Article XI, Section 12.02 of the Original Declaration, that Grantor, as defined in that Original Declaration, no longer owns a Lot within the Subdivision, and that Article XI, Section 12.02 has not been materially amended hereby.
3. That the foregoing Amended Master Declaration constitutes a valid amended and restated declaration, approved by a majority (51%) of the Lot Owners within The Woods No. 3 Subdivision, through vote or written consent.

Dated this 19 day of February, ~~2020~~ ²⁰²¹

Barbara Crawford Kennedy Lois Maple
 President Secretary

STATE OF IDAHO)
) ss.
 County of Ada)

On the 19 day of February, ~~2020~~ ²⁰²¹, personally appeared before me Barbara Crawford Kennedy and Lois Maple, who by me being duly sworn, did say that they were the President and the Secretary of the Association, and that the foregoing instrument was adopted by said Association by authority of ~~the consent of its members.~~



Anthony Matthews
 Notary Public
 Residing in Idaho/Ada
 My commission expires: 10-29-2024

58/5542

94105764
Robert J.

FIRST AMENDMENT TO MASTER DECLARATION
OF
COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS,
FOR
THE WOODS NO. 3 AT RIVERSIDE
 (To Annex Additional Property)

BOISE ID 1814000406

STUBS 9 18.00
J. Cooper

November 15, 1994

RECITALS

WHEREAS, there has been recorded by the undersigned Grantor a Master Declaration of Covenants, Conditions, Restrictions and Easements for The Woods No. 3 at Riverside dated October 1, 1990, recorded February 14, 1991, as Instrument No. 9107909, records of Ada County, Idaho (hereafter "Master Declaration");

WHEREAS, the Master Declaration allows for the annexation of additional property to The Woods No. 3 at Riverside, which additional property, when annexed, is brought within the provisions of the Master Declaration, as amended;

WHEREAS, the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property;

WHEREAS, the purpose of this First Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with the additional or different covenants and restrictions which shall be applicable only to the additional property, as expressly provided hereafter; and

WHEREAS, the owner of the annexed property hereafter described does, by such owner's execution of this First Amendment, consent to such annexation and agrees that from and after the date of the recordation of this First Amendment in the official records of Ada County, Idaho, the annexed property shall be subject to the conditions, restrictions and easements of the Master Declaration as amended by this First Amendment.

ARTICLE I.**PROPERTY COVERED**

The property which is covered by this First Amendment and which shall be annexed under the Master Declaration is that real property described on "Exhibit A" attached hereto and made a part hereof (hereafter "Annexed Property").

ARTICLE II.**DEFINED TERMS**

Unless the context otherwise specifies or requires, the words and phrases in this First Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.**ANNEXATION AND DECLARATION**

Pursuant to Section 11.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to The Woods No 3 and brought within the provisions of the Master Declaration, as amended, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration, as amended. In addition, the Grantor hereby supplements the Master Declaration with the following additional and/or amended covenants, conditions, restrictions and easements which shall be applicable to the Annexed Property:

1. Section 5.02 - Buildings. Section 5.02 of the Master Declaration, insofar as applicable to the Annexed Property, is revised to provide as follows:

SECTION 5.02. Buildings. Except those Lots which are designated as Common Area, the Annexed Property shall be improved with a maximum of one (1) single-family dwelling unit containing a minimum of 2,500 square feet of living area on the ground (first) floor and such single-family dwelling unit shall have, as a minimum, a fully enclosed three (3) car garage for vehicle storage. Square footage of living area shall be based on fully enclosed interior living space, exclusive of porches, patios and garage. The pitch of the roof on the dwelling unit shall be a minimum 6/12, and the roof covering material shall be cedar shake shingles. The exterior materials on the dwelling unit shall be stucco, masonry, clear wood or a combination thereof.

Notwithstanding the provisions of Section 5.04 of the Master Declaration, the Owner of the Annexed Property may construct and maintain on the north portion of the Annexed Property a building to be used as a barn, provided that the access doors thereto shall be located on the east side of said building, and said barn building shall be accessible by motorized vehicles from Bogart Lane only. The barn

building shall be in conformity with the architectural design and style of the dwelling unit constructed on the Annexed Property to the end that the dwelling unit and the barn building will present a unified and coordinated appearance. The barn building shall not exceed one (1) story in height. The barn building may contain residential facilities to house a caretaker. The site, building and landscape plans for the dwelling unit and the barn building, including all exterior finishes and/or colors, constructed on the Annexed Property shall be subject to the prior approval by the ACC in accordance with the provisions of Article X of the Master Declaration.

2. Section 5.08 - Animals. Section 5.08 of the Master Declaration, insofar as applicable to the Annexed Property, is revised to provide as follows:

SECTION 5.08. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on the Annexed Property, 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. In addition, the Annexed Property may be used to pasture not more than three (3) horses, subject to the following requirements: (i) The pasture for such horse(s) is fenced with a white three (3)-rail maintenance free fence, which shall be first approved by the ACC; (ii) the fence shall be located at least twenty feet (20') from the edge of any lake or pond on the Annexed Property which is maintained by the Association; and (iii) the Owner shall, at all times, keep and maintain the pasture area on the Annexed Property in a clean and maintained condition and shall not permit the accumulation of any waste or other material which could result in offensive odors or the attraction of insects in the vicinity of the Annexed Property.

ARTICLE IV.

OWNERS ASSOCIATION

As provided in Section 11.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owner of the Annexed Property shall become a member of The Woods No. 3 Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE V.

REMAINING TERMS

Except as expressly provided herein, the remaining covenants, conditions, restrictions and easements contained in the Master Declaration, as amended, shall apply to and bind the Annexed Property and the Owner thereof.

ARTICLE VI.

EFFECTIVE DATE

This First Amendment shall be effective from and after the date it is recorded in the Official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 11.01 of the Master Declaration, has hereunto executed this First Amendment as of the date and year first above written.

GRANTOR:

IDAHO FOREST INDUSTRIES, INC.

By C. P. N.
Title: EXECUTIVE VICE PRESIDENT

APPROVAL AND ACCEPTANCE BY OWNER OF ANNEXED PROPERTY

THE UNDERSIGNED, being the owner of the Annexed Property described on Exhibit A attached hereby, hereby approves and accepts the terms of the foregoing First Amendment and agrees that from and after the date of the recordation of this First Amendment in the official records of Ada County, Idaho, the Annexed Property shall be subject to the conditions, restrictions and easements of the Master Declaration, as amended by this First Amendment.

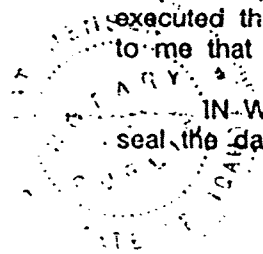
DATED this 1st day of December, 1994.

BLACKSTEAD BUILDERS, INC.

By [Signature]
Title: President

STATE OF IDAHO)
) ss:
County of Kootenai)

On this 29 day of November, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES M. ENGLISH, known or identified to me to be the EXEC. V. PRES. of IDAHO FOREST INDUSTRIES, INC., an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.



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

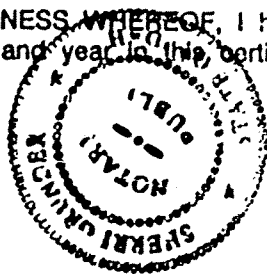
Pat Jensen
Notary Public for Idaho
Residing at Coeur, Idaho
My Commission Expires: 1-31-98

(SEAL)

STATE OF IDAHO)
) ss:
County of Ada)

On this 1 day of December, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Red Blackstead, known or identified to me to be the President of BLACKSTEAD BUILDERS, INC., an Idaho Corporation, the Corporation that executed the foregoing instrument or the person who executed the foregoing instrument on behalf of said Corporation, and acknowledged to me that such Corporation executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 6-20-00

(SEAL)

EXHIBIT A
(Legal Description of Annexed Property)

A PART OF LOT 20 OF STEIN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, FILED IN BOOK 3 OF PLATS AT PAGE 105, RECORDS OF ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SECTION LINE BETWEEN SECTIONS 23 AND 24, T. 4N., R. 1E., B.M., ADA COUNTY, IDAHO, WHICH POINT IS 30 FEET EAST OF THE SE CORNER OF LOT 19, STEIN'S SUBDIVISION; THENCE SOUTH ALONG THE SECTION LINE A DISTANCE OF 250 FEET TO A POINT; THENCE WEST 30 FEET TO THE REAL POINT OF BEGINNING; THENCE CONTINUING WEST 305 FEET, MORE OR LESS, TO THE EAST LINE OF THE PROPERTY CONVEYED TO W.A. THRUBER BY DEED RECORDED MAY 5, 1956, AS INSTRUMENT NO. 394009; THENCE SOUTH 519 FEET; THENCE EAST 305 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 519 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 519 FEET TO THE REAL POINT OF BEGINNING.