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**RESTATED MASTER DECLARATION**  
**OF**  
**COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**BOISE RESEARCH CENTER**

September 1, 1996

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**RESTATED MASTER DECLARATION**

**OF**

**COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS**

**FOR**

**BOISE RESEARCH CENTER**

**September 1, 1996**

**ARTICLE I.**

**RECITALS**

WHEREAS, the undersigned (hereafter "Grantor") is the Owner of certain land in Ada County, Idaho more particularly described on "Exhibit A" attached hereto and made a part hereof (hereafter "Property" or "Boise Research Center");

WHEREAS, the Grantor has deemed it desirable for the preservation and enhancement of property values and desirability and attractiveness of Boise Research Center to create a development of planned land use, quality design and construction with Common Areas and related facilities and to assure adequate and regular maintenance of Common Areas and facilities and to prohibit uses which will be incompatible or undesirable within Boise Research Center, hereafter called "Project Objectives;"

WHEREAS, the Grantor intends to develop the property as a technology park containing facilities for a mix of compatible and complimentary uses such as facilities for research, light manufacturing, technology, commercial and office, under the name "Boise Research Center;"

WHEREAS, Boise Research Center will be developed for several homogenous uses, each of which may have different characteristics, needs and requirements, the Grantor will, from time to time, promulgate further covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude as "Supplemental Declarations" relating to tracts or parcels of real property within Boise Research Center;

WHEREAS, the Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude herein set forth to insure the proper design, development, improvement and use of the Property by the Grantor and all

other persons or entities who may subsequently acquire an interest in the Property;

WHEREAS, under date of February 8, 1989, the Grantor (as Declarant) executed a Declaration of Covenants, Conditions and Restrictions (hereafter "Original Declaration") which Original Declaration was recorded February 9, 1989, as Instrument No. 89905931, records of Ada County, Idaho; and

WHEREAS, it is the intent of the Grantor that this Restated Master Declaration shall supersede and replace the Original Declaration and from and after the recording of this Restated Master Declaration in the official records of Ada County, Idaho, the Original Declaration shall be of no further force or effect.

## **ARTICLE II.**

### **TERMINATION OF ORIGINAL DECLARATION**

The Grantor hereby terminates the Original Declaration, said termination to be effective upon the recording of this Restated Master Declaration in the official records of Ada County, Idaho. From and after the date of said recordation, the Property shall be subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitude (hereafter collectively called "covenants and restrictions") set forth in this Restated Master Declaration, as the same exists from time to time and the Original Declaration shall be of no further force or effect.

## **ARTICLE III.**

### **DECLARATION**

The Grantor hereby declares that the Property described on Exhibit A, and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), and any land brought within the coverage hereof in the future by annexation under Article XIII, below, is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor by and any Owner, or by the Association or Sub-Association, as hereafter provided.

No provision of this Restated Master Declaration or a Supplemental Declaration shall be

construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the plan therefor as the same exists or may be modified from time to time by the Grantor and as approved by the Architectural Control Committee nor prevent normal construction activities during the construction of Improvement upon any Lot. No development or construction activities shall be deemed to constitute a nuisance or violation of this Restated Master Declaration or a Supplemental Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Restated Master Declaration and/or Supplemental Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time. Any such waiver need not be recorded and shall not constitute an amendment of this Restated Master Declaration or any Supplemental Declaration. Any conflict between the provisions of this paragraph and Section 6.17, below, shall be controlled by the latter.

#### ARTICLE IV.

#### DEFINITIONS

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

**Architectural Control Committee:** The Architectural Control Committee for Boise Research Center. (ACC)

**Assessment:** A payment required of Boise Research Center Association Members and the Members of any Sub-Association, including Regular, Special or Limited Assessments as provided in this Restated Master Declaration.

**Association:** Boise Research Center Association, Inc., an Idaho non-profit corporation.

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

**Boise Research Center:** The whole of the land described on Exhibit A.

**Boise Research Center Association Inc.:** The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self-government for Boise Research Center.

**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 Boise Research Center in which the Association or a Sub-Association own an interest or controls and which is held or controlled for the betterment of Boise Research Center including easements.

**Development:** The project to be undertaken by the Grantor resulting in the improvement of Boise Research Center, including landscaping, amenities, recreational facilities, roadways, utility services and other improvements.

**Designs Standards:** The Boise Research Center Design Standards attached hereto as "Exhibit B," as they may be amended from time to time.

**Grantor:** Boise Research Center, Inc.

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

**Limited Assessment:** An Assessment levied by the Association or Sub-Association upon one or more Lots, but not upon all Lots within Boise Research Center, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association or Sub-Association to correct a condition prohibited or to cure an Owner's breach hereunder.

**Lot:** A portion of Boise Research Center which is a legally described tract or parcel of land within Boise Research Center or which is designated as a Lot on any recorded subdivision plat relating to Boise Research Center.

**Member:** Any person(s) who is an Owner of a Lot within Boise Research Center.

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

**Occupant:** Any person, Association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is

exercised, including their heirs, personal representatives, successors and assigns.

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

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

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

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

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

**Sub-Association:** An Idaho non-profit corporation or unincorporated Association organized by the Grantor or by any Owner(s) pursuant to a Supplemental Declaration recorded by the Grantor for any specific tract or parcel within Boise Research Center.

**Sub-Association Board:** The duly elected and qualified Board of Directors of a Sub-Association.

## ARTICLE V.

### PURPOSE

Boise Research Center is hereby made subject to the covenants and restrictions contained in this Restated 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 Boise Research Center for the purpose of:

- (A) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements and promote the general welfare of Owners and Occupants and their employees.
- (B) The prevention of the erection in Boise Research Center of Improvements of improper design or construction with improper or unsuitable material or with improper quality and/or method of construction.
- (C) Encouraging and insuring the erection of high quality and attractive Improvements appropriately located within Boise Research Center to assure visual quality and harmonious appearance and function.
- (D) Securing and maintaining proper set-backs from streets in Boise Research Center and insure adequate free spaces between Improvements.
- (E) Insuring adequate off-street parking, loading, maneuvering and circulation facilities.
- (F) Insuring attractive landscaping and landscape screening of parking and loading facilities and the conservation of existing natural features with minimum adverse impact on the ecosystem.
- (G) Provide recreational facilities to encourage and promote activities for the health, relaxation and entertainment of Owners and Occupants and their employees.
- (H) Establish a legal entity owned and controlled by the Grantor and the Owners to assure perpetual maintenance of Common Areas and compliance with the terms of this Restated Master Declaration.

## **ARTICLE VI.**

### **PERMITTED USES AND PERFORMANCE STANDARDS**

**SECTION 6.01. Use.** Lots shall be used only for light industrial, light manufacturing, technology, research, commercial and office purposes and such other uses as the Architectural Control Committee shall, in its discretion, allow, provided that no such other use so allowed shall conflict with or be incompatible with the above specifically identified uses. Commercial, financial, retail and service uses (hereafter "Commercial Uses") such as child day care, banking, hotel/motel, restaurant, conferencing, medical, legal and similar uses which support and compliment the Project Objectives shall be allowed. All uses shall be in accordance with

applicable zoning ordinances and approvals.

**SECTION 6.02. Approval of Use and Plans.** No Improvements shall be built, constructed, erected, placed or materially altered within Boise Research Center unless and until the intended use thereof and the plans, specifications and site plan therefor have been reviewed in advance and approved by the Architectural Control Committee in accordance with the provisions of Article XII, below.

**SECTION 6.03 Prohibited Uses.** Uses not allowed within Boise Research Center shall be residential, public storage, recycling, automobile service and repair and other uses prohibited by the applicable provision of the Boise City Zoning Ordinances governing a "T-1 District," as the same now exist or may hereafter be amended, provided that any future amendments do not permit uses which are inconsistent or incompatible with the Project Objectives.

No noxious or offensive trades, services or activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Occupant(s) of any other Lot(s) within Boise Research Center by reason or unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

**SECTION 6.04 Easements.** There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns for the purposes incident to such use, development and maintenance of Boise Research Center, the following easements:

- (A) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded subdivision plat(s) for Boise Research Center.
- (B) For access to any Common Area as designated on the recorded subdivision plat(s) for Boise Research Center, including any equipment or appurtenances used in connection therewith, including any Common Area as may be constructed by the Grantor or the Association within Boise Research Center for drainage, irrigation, flood protection, recreation or amenity purposes.
- (C) Temporary easements, as necessary, for the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portion of lots contiguous to any Common Area to maintain, replace and restore landscaping and other Improvements within the Common Area.
- (D) Temporary easements, as necessary, for the benefit of an Owner of a Lot to

enter onto the side yards of the abutting Lots during the construction of Improvements, provided that any repairs or restoration of an abutting Lot or the Improvements thereon shall be the obligation of the Owner utilizing the easement.

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

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 thereon or therein.

**SECTION 6.05 Lighting.** Exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on a neighboring Lot(s). All free-standing exterior lights shall be installed in accordance with the landscape plan approved by the Architectural Control Committee pursuant to Article XII, below.

**SECTION 6.06. Grading and Drainage.** A site plan indicating the proposed grading and drainage of a Lot must be approved by the Architectural Control Committee before any construction is initiated. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Areas, unless an express written easement for such purpose exists.

**SECTION 6.07. Maintenance.** The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (A) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition. Pending the construction of Improvements, each Owner shall keep the Lot in a neat condition and shall not permit an unreasonable accumulation of rubbish and debris and shall keep weeds cut.

- (B) In the event all or any portion of the Improvements on a Lot are (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of the Lot on which such Improvements are located shall promptly restore the Improvements, or the remaining portion thereof, to an architectural whole in accordance with plans approved in accordance with Article XII, below, or raze the remaining portion of such Improvements. In any event, the Owner shall remove the damaged portion of such Improvements together with all rubble and debris related thereto. All portions of a Lot on which Improvements are razed shall be graded by the Owner in such manner as to not adversely affect the drainage within Boise Research Center and shall cover such graded portions of the Lot with a one inch (1") asphalt dust cap and/or a lawn or approved ground cover, which shall thereafter be properly maintained, and shall keep such portions clean and free from debris, all at the Owner's sole cost and expense.
- (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 Restated Master Declaration or a Supplemental Declaration.
- (D) All structures, facilities, equipment, objects and conditions determined by the Architectural Control Committee, in its sole discretion reasonably exercised, to be offensive, shall be enclosed within a structure approved by the Architectural Control Committee or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (E) Except as reasonably required during construction or maintenance of Improvements, no articles, goods, machinery, material or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public right-of-way or otherwise kept in the open or exposed to public view.
- (F) No loading dock shall be constructed on a Lot facing any street, public or private, within Boise Research Center unless such loading dock and every part thereof is at least one hundred feet (100') inside the right-of-way line of the street on which such loading dock fronts unless otherwise approved by ACC. All loading areas and loading docks on a Lot shall be screened from public view from any street within Boise Research Center.

- (G) Outdoor storage yards on a Lot shall be screened from public view and shall be placed so as to conform with the set-back requirements and other provisions of this Restated Master Declaration and the Design Standards.
- (H) Owners and Occupants of a Lot shall not permit their employees to park during business hours on the streets, whether public or private, within Boise Research Center. It will be the responsibility of each Owner and Occupant, or other person(s) holding under them, to provide adequate off-street parking for employees and visitors on their Lot. All such off-street parking areas shall be paved, striped, landscaped and lighted in accordance with the Design Standards and the requirements of the governmental entities having jurisdiction thereof.

**SECTION 6.08. Required Set-Backs - Non-Commercial.** The following shall be minimum set-backs for a Building not used for a Commercial Use and shall be measured from the property line of the Lot to the nearest point on the exterior face of the Building. Owners are encouraged to use the maximum set backs available to enhance openness and visual appeal from the rights-of-way within Boise Research Center.

- (A) From Lot line abutting Cloverdale Road, sixty feet (60').
- (B) From Lot line abutting Chinden Boulevard, sixty feet (60').
- (C) From Lot line abutting DeMeyer Street, sixty feet (60').

In addition, and provided the above minimum set-backs do not apply to a Building not used for a Commercial Use, the following minimum set-backs are required: ACC may require larger setbacks.

	<u>Side Yard</u>	<u>Front and Rear Yard</u>
(d) Lot less than two (2) acres	10'	10'
(e) Lots containing two (2) but less than three (3) acres	20'	20'
(f) Lots containing three (3) acres or more	20'	20'

In the event of a conflict between the provisions of this Section and the applicable provisions of the Boise City Zoning Ordinance, the more restrictive shall control.

Subject to the express written approval of the Architectural Control Committee, any

improvements which are wholly located beneath the surface of a Lot, such as a storage tank or vault may be placed within a set-back area, provided that the surface of the Lot is at grade with adjoining portions of the Lot and is improved in a manner consistent with the contiguous portions of a Lot.

**SECTION 6.09. Required Set-Backs - Commercial Use.** The minimum set back for a Building used for a Commercial Use shall be as required by the applicable provisions of the Boise City Zoning Ordinance for the zoning district in which the Lot, or portion thereof to be so improved, is located.

**SECTION 6.10. Building Site Ratio.** The ratio of building coverage to the total area with a Lot shall be subject to the approval of the Architectural Control Committee but in no case shall the ratio for Lots improved with a Building not used for a Commercial Use exceed thirty-five percent (35%).

**SECTION 6.11. Landscaping.** All areas of a Lot not covered by a building, parking lot areas, roadways and sidewalks shall be landscaped in accordance with the following provisions:

- (A) The Owner shall prepare a landscape plan and submit the same to the Architectural Control Committee as provided in section 12.08(c) below. The approval of the Architectural Control Committee shall be obtained prior to the installation and/or construction of any landscaping on a Lot. The landscaping of a lot shall be in accordance with the approved landscape plan.
- (B) All landscaping shall be irrigated by an automatic underground sprinkler system.
- (C) All landscaping shall be timely and properly maintained in a first class condition and any dead trees, lawn, bushes or other plantings shall be promptly removed and replaced.
- (D) The provisions of the Design Standards relating to landscaping and the maintenance thereof shall also be complied with in the planting, installation and maintenance of the landscaping on a Lot.

The landscaping required by the approved landscape plan shall be planted, installed and/or constructed within three (3) months after the issuance of a certificate of occupancy for the building, with a reasonable extension allowed because of weather.

**SECTION 6.12. Non-Interference with Easement Chevron Pipeline Company.** No Building, the overhang of a Building or other structure or permanent Improvement shall be



placed or constructed within ten feet (10') of a boundary of the easement granted the Chevron Pipeline Company, as the same is shown on a recorded subdivision plat for Boise Research Center. The term "building" is defined as anything that is built with walls and a roof and includes the foundation. The term "set back area" is the ten (10) foot area from either side of the sixteen and one-half (16 ½) foot easement. Landscaping, asphalt, parking lots and other surface uses not involving structures shall be allowed with the set back area and easement provided they do not interfere with CHEVRON's access to the pipeline. Large trees, rock gardens, rocks exceeding seventy (70) inches in circumference, and waterfalls shall not be allowed on the easement itself and may be placed in the set back area with Chevron's advance written consent. Routine maintenance of existing, approved landscaping or construction does not require approval.

**SECTION 6.13. Utilities, Mechanical Equipment and Roof Projections.** All utility lines, of whatever kind, shall be underground. Pad-mounted transformers, switch gear and similar equipment which must be installed above ground shall be screened with suitable landscaping consistent with safety and other regulations of the utility company installing such equipment. All mechanical equipment servicing a Building shall be located or screened so as not to be visible to the general public from any street within Boise Research Center. Penthouses and mechanical equipment screen walls shall be of such design and materials which are compatible with those of the Building. Antennae shall be visually masked to the extent practicable and consistent with electromagnetic considerations.

**SECTION 6.14. Signs.** The location, type, size, design and material of any sign installed within Boise Research Center shall be first approved by the Architectural Control Committee and shall be in compliance with the applicable sign ordinances of Boise City, Idaho.

- (A) The following signs and no others are allowed on a Lot not used for a Commercial Use:
  - (i) Public necessity signs identifying danger or hazard on or near the premises.
  - (ii) On-premise business signs directing attention to use, product or service conducted on the Lot on which the sign is located.
  - (iii) Identification signs indicating the nature of a Building or uses other than industrial or commercial.
  - (iv) Service signs providing information to the public, such as directions to parking facilities, restrictions on parking and similar information.
  - (v) Other signs as may be approved by the Architectural Control Committee.

- (B) The following additional requirements shall apply to signs for non-Commercial Uses within Boise Research Center:
- (i) All signs shall be placed on a wall of a Building or free-standing on a Lot. No roof signs shall be permitted. Free-standing signs located on a Lot shall not exceed six feet (6') in height.
  - (ii) No sign shall be located closer than fifteen feet (15') from any front property line of a Lot, with the exception of an identification sign for Boise Research Center.
  - (iii) A sign may be illuminated but no sign shall be moving, flashing, blinking or fluctuating.
  - (iv) Where a Building is occupied by more than one (1) business entity, all business identification signs shall be standardized. The standards must include shape, background color and size which shall be limited to thirty-two (32) square feet per Occupant, except that if one Occupant occupies a disproportionate greater portion of the Building, such Occupant may make a separate submittal for a sign approval, in which case the size, type and location for the predominant tenant sign shall conform to the requirements herein for an individual sign.
  - (v) Where four (4) or more business entities occupy the same Building or group of Buildings on a Lot under common ownership, a maximum of two (2) approved free-standing directory service signs shall be allowed in addition to the on-premise business signs. The size of a free-standing directory sign shall be limited to an area of ten (10) square feet plus two (2) square feet for each business entity occupying the Building provided, however, that the total area of a directory sign shall not exceed seventy-five (75) square feet.
- (C) Signs on a Lot used for a Commercial Use shall be subject to such restrictions and limitations as shall be imposed by the Architectural Control Committee and shall be in accordance with the applicable ordinances of Boise City governing signs.

**SECTION 6.15. Mining and Drilling.** No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction or water for use within Boise Research Center.

**SECTION 6.16. Adoption of Rules and Standards.** The Architectural Control Committee shall have the power to promulgate rules and standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within Boise Research Center deemed necessary or desirable by the Architectural Control Committee to carry out the purposes of this Restated Master Declaration. All such rules and standards shall be consistent with the provisions of this Restated Master Declaration. If rules and standards are adopted by the Architectural Control Committee, they shall not apply retroactively to approvals previously granted by the Architectural Control Committee or to Improvements constructed or being constructed pursuant thereto.

**SECTION 6.17. Exemption of Grantor.** Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of Boise Research Center owned or controlled by the Grantor or to grant licenses, reservations, rights-of-way or easements with respect to Common Areas to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of Boise Research Center owned or controlled by the Grantor; or to alter the foregoing and its Development plans and designs, or construct additional improvements as the Grantor deems advisable in the course of Development of Boise Research Center. This Restated Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain Architectural Control Committee approval of any Improvements constructed or placed within Boise Research Center by the Grantor in connection with the Development of Boise Research Center, but this exemption shall not apply to Building(s) constructed by the Grantor on a Lot owned by the Grantor.

## **ARTICLE VII.**

### **BOISE RESEARCH CENTER ASSOCIATION, INC.**

**SECTION 7.01. Organization of Association.** Boise Research Center Association, Inc., shall be organized by the Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Restated 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 Restated Master Declaration.

**SECTION 7.02. Sub-Associations.** Until completion of the Development of Boise Research Center, the Grantor shall have the sole and absolute right to create one or more Sub-Associations for the purposes not inconsistent with this Restated Master Declaration including, but not limited to, the following which shall be provided for in a Supplemental Declaration:

- (A) Acquire and improve any Lot, tract, parcel or portion of Boise Research Center.
- (B) Promulgate rules and regulations governing Common Area, if any, owned by or under the control of the Sub-Association.
- (C) Determine the services, in addition to those furnished by the Association, which are to be furnished to or for the benefit of the Members of the Sub-Association.
- (D) Assess and certify to the Association for collection Regular, Special and Limited Assessments required to meet the estimated cash needs of the Sub-Association.

The Articles of Incorporation, By-Laws, rules, regulations and the Supplemental Declaration relating to a Sub-Association shall not be inconsistent with the terms and provisions of this Restated Master Declaration and any inconsistency shall be governed by this Restated Master Declaration. Unless consented to in writing by the Grantor, after completion of Development of Boise Research Center, Sub-Associations may be formed by any Owner or group of Owners with the approval of the Board and by satisfying all necessary legal requirements including, but not limited to the preparation, execution and recording of a Supplemental Declaration.

Except as provided in to the contrary in this Restated Master Declaration or unless specifically provided to the contrary in the Supplemental Declaration relating to a Sub-Association, the provisions of this Article shall be applicable to and shall regulate each Sub-Association.

**SECTION 7.03. Relationship Between Association and Sub-Association.** It is the purpose and intent of the provisions of this Restated Master Declaration that the Association shall be charged with and responsible for the management of all activities in Boise Research Center including, in addition to all other duties and responsibilities set forth in this Restated Master Declaration, the following:

- (A) The approval of all rules and regulations of each Sub-Association and providing of assistance to a Sub-Association in the enforcement thereof.
- (B) The levy and collection of assessments of each Sub-Association which have been certified by the Sub-Association Board to the Association.

Nothing herein contained shall restrict or prohibit a Sub-Association from owning, in its own name, Common Area and facilities located thereon and other property related thereto, the use of which shall be restricted to Members of the Sub-Association. However, it is the intent of this

Restated Master Declaration that any such Common Area owned by a Sub-Association, the use and maintenance thereof and the activities of the Sub-Association, shall be consistent with and in furtherance of the Project Objectives and the terms and provisions of this Restated Master Declaration to assure that the whole of Boise Research Center is developed, approved and maintained as a first quality Development.

**SECTION 7.04. Members.** Each Owner (including the Grantor) of a Lot by virtue of its being such an Owner and for so long as such ownership is maintained shall be a member of Boise Research Center Association, Inc., and no Owner shall have more than one membership in said 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 7.05. Voting.** The Association and each Sub-Association shall have one (1) class of voting membership:

**CLASS A.** Class A Members shall be all Owners of Lots within Boise Research Center, and shall be entitled to one (1) vote for each ten thousand (10,000) square feet of land within the Lot owned. No vote shall be allocated to any portion of a Lot less than ten thousand square feet (10,000) in area, but a Lot having less than ten thousand (10,000) square feet of total land area shall be allowed one (1) vote.

**SECTION 7.06. Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time-to-time.

**SECTION 7.07. 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 Restated Master Declaration. It shall have the power to do any and all lawful things which may be organized, required or permitted to be done under the Articles, By-Laws or this Restated Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Areas and the performance of other responsibilities including, but not limited to, the following:

- (A) **Assessments.** The power to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provision of this Restated 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 consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws or this Restated Master Declaration, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (C) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager.
- (D) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area 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 Restated 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 Restated Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Restated Master Declaration, the conflicting provision of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (E) **Emergency Powers.** The right to 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 of which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.
- (F) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements and rights-of-way in, on, through or under 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.
- (G) **Fiscal Year.** The right to elect a fiscal year for the Association instead of a calendar year for budget, assessment and accounting purposes.

**SECTION 7.08. Duties of Association.** In addition to the powers delegated to it by the Articles, By-Laws and this Restated Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (A) **Operation and Maintenance of Common Areas.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Areas, including the repair and replacement of property or Improvements thereon damaged or destroyed by casualty loss and all other property owned 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) **Water and Other 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) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for Boise Research Center whether the same be located within or outside of the boundaries of Boise Research Center.
- (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, the Grantor and the individual Owners, and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Areas owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board.
  - (iii) Full coverage directors' and officers' liability insurance in an amount determined by the Board.
  - (iv) Such other insurance, including workmen's with all applicable laws, and indemnity compensation insurance to the extent necessary to comply 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 interest of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive 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) **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.



- (G) **Architectural Control Committee.** Appoint and remove members of the Architectural Control Committee, all subject to the provision of this Restated Master Declaration.
- (H) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Restated Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Restated Master Declaration, the Association rules and any rules and standards adopted by the Architectural Control Committee pursuant to Section 6.16, above.

**SECTION 7.09. 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 sixty (60) days after the beginning of each fiscal year.
- (B) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

**SECTION 7.10. 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 Member 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, an officer, a manager or any other representative or employee of the Association, or the Architectural Control Committee, 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.

**SECTION 7.11. Effective Date.** The provision of this Article VII shall become operative at the time the Grantor creates Boise Research Center Association, Inc. and conveys to said Association fee simple title to any Common Area within Boise Research Center. Until the effective date, the Grantor shall have the right to exercise all of the powers of the Association set forth in this Restated Master Declaration.

## **ARTICLE VIII.**

### **ASSESSMENTS**

**SECTION 8.01. Covenant to Pay Assessments.** Each Owner hereby and by

acceptance of a deed to a Lot, covenants and agrees to pay the following:

- (A) All Regular, Special and Limited Assessments or charges made by the Association of which the Owner is a Member; and
- (B) All Regular, Special and Limited Assessments or charges made by a Sub-Association of which the Owner is a Member.

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

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

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

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

**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 Boise Research Center, 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 for the Architectural Control Committee of the failure or refusal of an Owner to correct a violation of this Restated Master Declaration or the rules and standards adopted by the Architectural Control Committee, if any, shall have the power to correct any such violation on a Lot or any improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article IX of this Restated 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 conducted by the Board with respect to said Limited Assessment.

**SECTION 8.05. Sub-Association Assessments.** Any Sub-Association of Boise Research Center is hereby empowered to assess and certify for levy and collection by the Association, Regular, Special and Limited Assessments on the Lots and Owners thereof who are members of said Sub-Association. The certification of levy by a Sub-Association and the collection thereof by the Association shall be as follows:

- (A) The Sub-Association Board shall, following its By-laws, rules and regulations, meet and approve a Regular, Special or Limited Assessment.

- (B) A written certification signed by the President and Secretary of the Sub-Association that a Regular, Special or Limited Assessment has been approved by the Sub-Association Board shall be submitted to the Board. The certification shall contain the following; (i) a description of the type of Assessment to be levied and collected; (ii) the name and address of the Owner and the legal description of each Lot to be assessed; (iii) the amount to be levied and collected from each Owner; and (iv) the term of said levy and the due dates for the payment thereof by the Owners affected. The due dates may be adjusted by the Board to effect conformity to the due dates of the Assessments of the Association for the purpose of achieving efficiency and economy in preparing and mailing statements and notices, collection, etc.; provided, however, that the due date as adjusted may not be more than forty-five (45) days before or after the due date certified by the Sub-Association.
- (C) Upon compliance with the foregoing, the Board shall levy the Assessment so certified in accordance with the terms of the certification in the same manner as levies for Assessments of the Association. Any levy made by the Association on behalf of a Sub-Association pursuant to a proper certification shall have the same force and effect as a levy made by the Association and shall, for all purposes hereunder, be deemed to be an Assessment of the Association and enforceable as such.
- (D) The Association, upon receipt of any funds paid pursuant to a levy certified by a Sub-Association, shall deposit such funds as received in the separate account of the Sub-Association, as designated by the Sub-Association.

**SECTION 8.06. Commencement of Regular Assessments.** Regular Assessments of the Association against each Lot within each separately platted phase or subdivision within Boise Research Center shall commence the first day of the month of the occupancy of the first Building constructed in Boise Research Center. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within Boise Research Center, provided that unless such excess amounts so paid by the Grantor are paid pursuant to a written agreement with the Association to the contrary, the Grantor shall not be entitled to reimbursement in cash of any such Assessment credit nor shall such credit inure to an Owner purchasing a lot from the Grantor, unless such person is the successor to substantially all of the interest of the Grantor in Boise Research Center.

**SECTION 8.07. Uniform Rate of Assessment.** Except as expressly provided to the

contrary in this Restated Master Declaration, Regular and Special Assessments of the Association shall be fixed for each Lot based on the square footage of land within each Lot, subject to the right of the Association to make equitable adjustments based on the density of the development, the nature and intensity of the use and such other criteria as shall be appropriate.

**SECTION 8.08. Interest and Penalties.** Any Regular, Special or Limited Assessment levied by the Association on Lots within Boise Research Center, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time. 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.

**SECTION 8.09. Estoppel Certificate.** The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not a particular Owner is in default under the provisions of this Restated Master Declaration and, further, stating the dates to which Assessments have been paid by said Owner. It is intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of said Lot but reliance on such certificate may not extend to any default not within the actual knowledge of the Association. The Association shall have the right to charge a reasonable fee for the certification herein provided.

## ARTICLE IX.

### ENFORCEMENT OF ASSESSMENTS

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

**SECTION 9.02. Creation of Assessment Liens.** There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots in Boise Research Center pursuant to this Restated

Master Declaration of any Supplemental 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 Restated 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 Restated Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association (including those certified by a Sub-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 Assessments herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

**SECTION 9.04. Notice Required.** Notwithstanding anything to the contrary contained in this Restated 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 either (i) personally served on the Owner, or (ii) 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 Assessments(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 Restated 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.

### Sub-Associations

**SECTION 10.01. Creation.** The Grantor shall have the right to create Sub-

Associations as Idaho non-profit corporations. Each such Sub-Association shall have all powers, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Restated Master Declaration with respect to the Association, except for such differences, requirements or limitations as are expressly set out in this Restated Master Declaration and/or the applicable Supplemental Declaration and such changes as the Grantor may deem appropriate as a result of the different and specific Common Areas being owned, maintained and managed by such Sub-Associations, which changes shall be set forth in a Supplemental Declaration.

**SECTION 10.02. Voting.** Each Sub-Association shall have voting membership and the voting rights as specified for the Association in Section 7.05 above.

**SECTION 10.03. Powers and Duties.** Each Sub-Association shall be managed by a Board of Directors and officers in the same manner as specified in Section 7.06, above, for the Association and shall have the same powers and duties with respect to its Members and the Common Areas and facilities located thereon owned, managed or maintained by it, including any easement areas controlled by it, said powers and duties to include the levying of Assessments and certification thereof to the Association for collection, adopting rules and regulations, granting easements, licenses and rights-of-way, payment of expenses, taxes, assessments, utility charges, insurance premiums and the preparation and distribution of budgets and financial statements as are provided in Article VII, above.

**SECTION 10.04. Members.** The Members of each Sub-Association shall be the Owners of Lots in the portion or phase of Boise Research Center described in the Supplemental Declaration relating thereto. Memberships may only be transferred in the same manner as specified in Section 7.04, above.

## ARTICLE XI.

### BOOKS AND RECORDS

**SECTION 11.01. Right of Inspection.** All books, records and minutes of the Board and a Sub-Association Board and all other books and records maintained by an Association or a Sub-Association shall be made available for inspection and copying by any Owner who is a Member thereof or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a Member in such Association or Sub-Association or at such other place and time as the Board or Sub-Association Board shall prescribe.

**SECTION 11.02. Rules Re: Inspection.** The Board and each Sub-Association Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by the persons desiring to make an inspection or copy the same; (ii)

hours and days of the week when such inspection and copying may be made; and (iii) payment of the cost of reproducing copies of documents requested pursuant to this Article.

**SECTION 11.03. Director's Right of Inspection.** Every member of the Board or a Sub-Association Board shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association or the Sub-Association of which he is a director and the physical properties owned or controlled by the same. The right of inspection by a director includes the right to make extracts and copies of any said books, records or documents.

## ARTICLE XII.

### ARCHITECTURAL CONTROL COMMITTEE

**SECTION 12.01. 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 Architectural Control Committee 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 Architectural Control Committee may be removed at any time, with or without cause.

**SECTION 12.02. Appointment.** So long as the Grantor owns fifty-one percent (51%) or more of the Lots or parcels within Boise Research Center, the Grantor shall have the sole right to appoint and remove all members of the Architectural Control Committee. Thereafter, all members of the Architectural Control Committee shall be appointed or removed by the Board.

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

**SECTION 12.03. Compensation.** The members of the Architectural Control Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder, said compensation to be determined by the Board.

**SECTION 12.04. Non-Liability.** Neither the Architectural Control Committee, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the Architectural Control Committee



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 Architectural Control Committee 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 thereof or an interest therein, not to bring any action or suit against the Association, the Architectural Control Committee, or any member thereof, to recover such damages.

**SECTION 12.05. Approval Required.** No construction, alteration, modification, removal or destruction of any Improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within Boise Research Center without the prior express written approval of the Architectural Control Committee.

**SECTION 12.06. Basis of Approval.** Approval by the Architectural Control Committee shall be based, among other things, on 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; the relationship of the 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; the advancement of the Project Objectives; and the conformity of the plans and specifications to the purpose and general plan and intent of this Restated Master Declaration, Design Standards and applicable rules and standards, if any, adopted by the Architectural Control Committee. The Architectural Control Committee shall not arbitrarily or unreasonably withhold or delay its approval.

**SECTION 12.07. Variances.** The Architectural Control Committee may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Restated Master Declaration, Design Standards, rules and standards, if any, adopted by the Architectural Control Committee, or any prior approval when, in the sole discretion of he Architectural Control Committee, 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 Architectural Control Committee.

If a variance is granted as provided herein, no violation of this Restated Master Declaration, Design Standards, the rules and standards adopted by the Architectural Control Committee or the 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 Restated Master Declaration, Design Standards or the rules and standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The Architectural Control Committee 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 12.08. Application.** To request Architectural Control Committee approval for the construction, alteration, modification, removal or demolition of any Improvements within Boise Research Center, the Owner shall submit a written application in a form required by the Architectural Control Committee 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 Architectural Control Committee:

- (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 footprint for the Building(s), elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the Architectural Control Committee, 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 Architectural Control Committee may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the Architectural Control Committee, in its sole discretion, reasonably exercised, shall deem necessary or convenient for the purpose of assisting the Architectural Control Committee in reviewing and processing the application.

The Architectural Control Committee 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 Architectural Control Committee in reviewing and processing the application. The Architectural Control Committee shall not be obligated to commence the review and processing of an application until such fee, if required is paid.

**SECTION 12.09. Decision.** In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the Architectural Control Committee shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain Boise Research Center as a first class Development.

Unless extended by mutual consent of the Owner and the Architectural Control Committee, the Architectural Control Committee shall render its decision with respect to an application within thirty (30) days after the receipt of a properly submitted application and the processing fee, if any. The decision of the Architectural Control Committee can be in the form of an approval, a conditional approval or denial. The decision of the Architectural Control Committee shall be in writing, signed by member(s) of the Architectural Control Committee making the decision, 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.

If the Architectural Control Committee fails to either approve or disapprove an application (including resubmission of a disapproved application which has been revised by the Owner) within forty-five (45) days after the application has been received by the Architectural Control Committee, it shall conclusively be presumed that said application has been approved subject, however, to the restrictions set forth in section 6.01, 6.03, 6.04, 6.05, 6.06 and 6.15 of this Restated Master Declaration. The specification of the foregoing sections shall not relieve or lease the Owner from the obligation to otherwise comply with all of the provisions of this Restated Master Declaration, with the exception that the application approved by inaction shall be deemed to satisfy the requirements of this Article XII, requiring the submission and approval of an application prior to commencing construction. Provided, however, if within the initial forty-five (45) day period, the Architectural Control Committee gives written notice to the Owner (or other person submitting the application) to the effect that an additional forty-five (45) day period is required for review and action on the application, the initial period for approval shall be extended by an additional forty-five (45) days. If, after the expiration of the extended period, the Architectural Control Committee fails to approve or disapprove an application, then it shall be conclusively deemed approved as heretofore provided.

**SECTION 12.10. Inspection and Complaints.** The Architectural Control Committee is empowered to inspect all work in progress on any Lot within Boise Research Center 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 Restated Master Declaration. Design Standards, the rules and standards adopted by the Architectural Control Committee, if any, or the approved plans and specifications.

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

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

**SECTION 12.11. Hearing.** An Owner submitting an application under Section 12.08, 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 Architectural Control Committee for the purpose of presenting facts and information to the Architectural Control Committee. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the Architectural Control Committee is mailed to the Owner (and Complainant) as evidenced by the records of the Architectural Control Committee. The hearing shall be held within ten (10) days following receipt by the Architectural Control Committee of the request for a hearing, unless the Architectural Control Committee shall extend said period of time because of the unavailability of Architectural Control Committee members. A hearing may be continued by the Architectural Control Committee for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the Architectural Control Committee shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the Architectural Control Committee 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 Architectural Control Committee 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 Architectural Control Committee 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 12.13, below.

**SECTION 12.12. Appeal.** Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the Architectural Control Committee on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the Architectural Control Committee adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 12.11, 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 Architectural Control Committee hearing.

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

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

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 Architectural Control Committee shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the Architectural Control Committee, 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 Architectural Control Committee shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the Architectural Control Committee 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 Architectural Control Committee 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 Architectural Control Committee 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 Architectural Control Committee, 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 12.13, below.

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

**SECTION 12.13. Enforcement.** Either the Association or the Architectural Control Committee, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within Boise Research Center, the continuation of which violates the provisions of this Restated Master Declaration, Design Standards, rules and standards adopted by the Architectural Control Committee, if any, or the approved plans and specifications.

An Owner shall be deemed to be in default of this Restated Master Declaration only upon the expiration of thirty (30) days after receipt of a written notice from the Architectural Control Committee specifying, with particularity, the alleged deviations or violations, unless such Owner, prior to the expiration of said thirty (30) days, has rectified the matters specified in said Notice of Default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period, if such Owner is using good faith and its best efforts to rectify the matters specified in the Notice of Default.

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

In the event the Architectural Control Committee and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the

Association shall have the right to levy a Limited Assessment against the Owner and the lot within Boise Research Center owned by the Owner which Assessment shall be equal to the amount of such costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

**SECTION 12.14. 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 IX, above,

**SECTION 12.15. Non-Exclusive Remedy.** The right of the Association to levy a Limited Assessment as described in Section 12.13 and 12.14, above, shall not be deemed to be the 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 the Limited Assessment(s) proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity. Nothing in this Restated Master Declaration shall prohibit an Owner from pursuing legal or equitable proceedings against any other Owner for a violation of this Restated Master Declaration.

**SECTION 12.16. Private Rights.** The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interest of the Association or a substantial number of the Owners would not be benefitted thereby.

**SECTION 12.17. Approval for Lot.** Notwithstanding any provision of this Restated Master Declaration to the contrary, the Improvements constructed or under construction on Lots 1, 2, 3, 4, 5, 6, 7, 8, Block 1; Lots 1, 2, 3 Block 2; Lot 1 Block 5; BOISE RESEARCH CENTER #1; Lots 11 and 13 Block 1; Lots 9, 10, 11 Block 2; Lots 6 and 7 Block 5; Lot 3 Block 7 BOISE RESEARCH CENTER #2; Lot 14 Block 5 BOISE RESEARCH CENTER #3; Lot 16 Block 5 BOISE RESEARCH CENTER #4 were approved pursuant to the terms of the original Declaration and are thereby deemed approved under this Article XII.

## ARTICLE XIII.

### ANNEXATION OF OTHER PROPERTY

**SECTION 13.01. Annexation.** Additional property may be annexed to Boise Research Center and brought within the provisions of this Restated Master Declaration by the Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner of the Association so long as the high quality of the Development intended for Boise Research Center and the Project Objectives are not materially adversely affected. As such annexed property is developed, Grantor shall record a Supplemental Declaration with respect thereto which shall annex such property to Boise Research Center and which may supplement this Restated Master Declaration with additional or different covenants, conditions restrictions, reservations and easements as the Grantor may deem appropriate therefor and may delete or modify as to such annexed property such covenants, conditions restrictions, reservations and easements as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the said quality of the Development and Project Objectives are not materially adversely affected.

The Board shall have the right to annex additional property to Boise Research Center upon the approval by vote or written consent of all Members entitled to vote of not less than two-thirds (2/3) of the voting power of both classes of Members.

**SECTION 13.02. De-Annexation.** The Grantor shall have the right to delete all or a portion of the property described on Exhibit A or hereafter annexed to Boise Research Center from the coverage of this Restated Master Declaration and the jurisdiction of the Association so long as the Grantor is the Owner of all of the property to be de-annexed and provided, further, than an appropriate amendment to this Restated Master Declaration is recorded in the office of the Ada County Recorder.

## ARTICLE XIV.

### MISCELLANEOUS

**SECTION 14.01. Term.** The Restated Master Declaration and all covenants and restrictions contained herein shall run until December 31, 2040, unless amended as hereafter provided. After December 31, 2040, this Restated Master Declaration shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners of at last three-fourths (3/4) of the Lots in Boise Research Center and such written instrument is recorded with the Ada County Recorder.



**SECTION 14.02. Amendment.** This Restated Master Declaration may be amended as follows:

- (A) **By Owners.** Except where a greater percentage is required by an express provision in this Restated Master Declaration, the provisions of this Restated Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners, including the Grantor, owning at least fifty-one percent (51%) of the Lots within Boise Research Center, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 14.02 shall require the vote or written consent of all Owners. No amendment to this Restated Master Declaration shall apply retroactively to approvals previously granted by the Architectural Control Committee or to Improvements constructed or being constructed pursuant thereto.

**SECTION 14.03. Sewer Covenants.** The following covenants shall run with each Lot in Boise Research Center 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 Boise Research Center.
- (B) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
- (C) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (D) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in Boise Research Center shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.

- (E) The Grantor shall provide access, satisfactory to the Boise City Public Works Department, for City Sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way and an accessible means of traversing over said sewer easement to said manholes shall be shown on the face of the final subdivision plat for each phase of Boise Research Center.
- (F) The Grantor and each Owner of a lot within Boise Research Center hereby authorizes the municipal entity having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any fees or charges due said municipal 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.
- (G) The recording of a subdivision plat by the Grantor covering a portion of Boise Research Center shall be deemed and construed as a request for the annexation by the municipal entity legally entitled to annex such property, of any property covered by said plat no then within the municipal boundaries of Boise City, Idaho. This request for annexation shall be binding upon all subsequent purchasers or Owners of said property covered by such request.

**SECTION 14.04. Notices.** All notices given pursuant to this Restated Master Declaration shall be in writing and shall be given by personal delivery, by United States Mail, or by United States Express Mail or other established express or courier delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below, or in the absence of such designation, to the person and address shown on the then current real property tax rolls of Ada County. All notices to the Grantor shall be sent as follows;

Boise Research Center  
12426 W. Explorer Dr., Suite 220  
Boise ID 83713

Any person entitled to notice hereunder may change its address at any time by giving written notice to all other parties entitled to notice in the manner specified herein.

**SECTION 14.05. Non-Waiver.** The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants and restrictions or other provisions of this Restated 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 covenants, conditions, restrictions, easements or

other provisions, but the same shall remain in full force and effect.

**SECTION 14.06. 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 and restrictions and other provisions set forth in this Restated Master Declaration and agrees to be bound by the same.

**SECTION 14.07. Indemnification of Board Members.** Each member of the Board and each member of the Architectural Control Committee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the Architectural Control Committee, or any settlement thereof, whether or not said person is a member of the Board or Architectural Control Committee 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 Architectural Control Committee approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior thereof during the period the Grantor is exercising the powers of the Association.

**SECTION 14.08. Not a Partnership.** The provisions of this Restated Master Declaration are not intended to create, nor shall they be in any way interpreted or construed to create a joint venture, partnership or any other similar relationship between the Owners, including the Grantor.

**SECTION 14.09. Third Party Beneficiary Rights.** This Restated Master Declaration is not intended to create nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not an Owner or an Occupant, unless otherwise expressly provided herein.

**SECTION 14.10. Interpretation.** The provision of this Restated Master Declaration shall be liberally construed to effectuate the purpose set forth in Article V, above, and shall be construed and governed by the laws of the State of Idaho.

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

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

hereof.

**SECTION 14.11. Severability.** Notwithstanding the provision of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

**SIGNATURES:**

David W. Turnbull


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

GRANTOR:

  
Boise Research Center, Inc.  
David W. Turnbull

State of Idaho    )  
                           ) ss  
County of Ada    )

On this 7th day of October 1996, before me a notary public in and for said State, personally appeared David W. Turnbull known to me to be the Vice President of Boise Research Center, Inc., an Idaho Corporation, and known to me to be the person whose name is subscribed to the written instrument, and acknowledged to me that he executed the same on behalf of said corporation.

  
Marilyn R. Wudarcki, Notary Public  
Residing at Boise, Idaho  
Commission expires 6/28/2001



The following are Exhibits A & B to the RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BOISE RESEARCH CENTER Dated September 1, 1996, referred to as Document No. 96092668, Recorded on November 8, 1996 at 9:11 a.m.  
To be recorded as a supplement to the above mentioned document.

Submitted By:

Brighton Corporation  
12426 W. Explorer Dr.  
Boise, ID 83713  
(208)378-4000

97031112

ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID

*Brighton Corporation*  
'97 APR 23 PM 3 06  
FEE 78.00 DEP J. Navarro  
RECORDED AT THE REQUEST OF

## **EXHIBIT A**

### **BOISE RESEARCH CENTER Legal Description**

Lots 1 through and including 8, Block 1; Lots 1 through and including 3, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 1, Block 5; Lot 1, Block 6 BOISE RESEARCH CENTER NO. 1, according to the official plat thereof filed in Book 57 of Plats at Pages 5342 and 5343, records of Ada County, Idaho.

Lots 9 and 11 through and including 13, Block 1; Lots 4 through and including 11, Block 2; Lots 3 through and including 9, Block 5; Lots 1 through and including 4, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14 BOISE RESEARCH CENTER NO. 2, according to the official plat thereof filed in Book 68 of Plats at Pages 6940 and 6942, records of Ada County, Idaho.

Lots 10 through and including 15, Block 5 BOISE RESEARCH CENTER NO. 3, according to the official plat thereof filed in Book 70 of Plats at Pages 7160 and 7161, records of Ada County, Idaho.

Lots 16 through and including 22, Block 5 BOISE RESEARCH CENTER NO. 4, according to the official plat thereof filed in Book 70 of Plats at Pages 7204 and 7205, records of Ada County, Idaho.

Lots 1 through and including 6, Block 1 BOISE RESEARCH CENTER NO. 5, according to the official plat thereof filed in Book 72 of Plats at Pages 7353 and 7354 records of Ada County, Idaho.