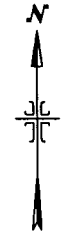


PLAT SHOWING RIVERSEND SUBDIVISION

LOCATED IN
GOVERNMENT LOTS 7 & 8 OF SECTION 16, AND
GOVERNMENT LOTS 1 & 2 OF SECTION 21,
T.4N., R.1E., B.M.,
EAGLE, IDAHO

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO
2002



CURVE DATA:

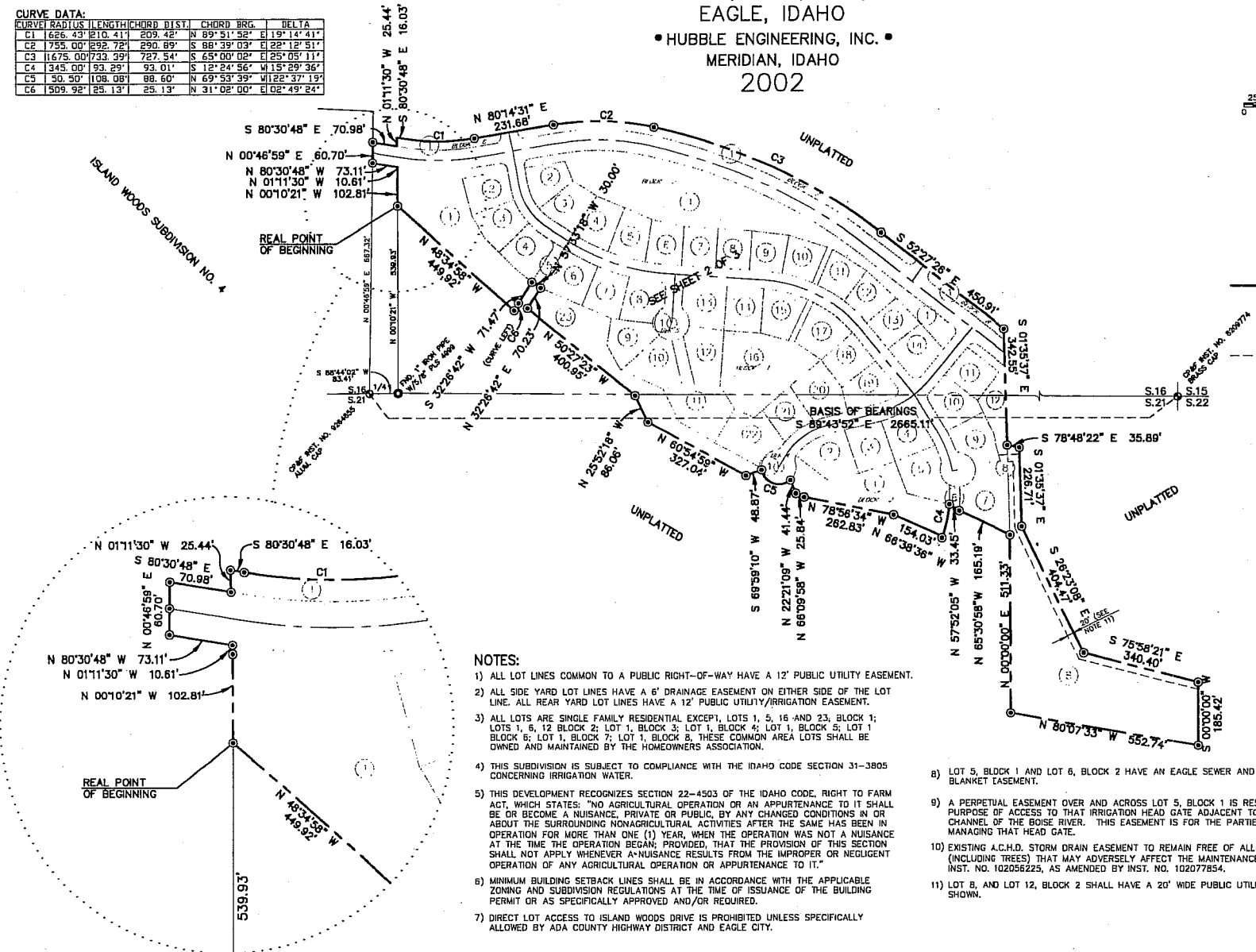
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	626.43'	810.41'	209.42'	N 89° 51' 52" E	191° 14' 41"
C2	1755.00'	892.72'	290.89'	S 88° 39' 09" E	28° 12' 51"
C3	11675.00'	733.39'	727.54'	S 65° 00' 06" E	25° 05' 11"
C4	345.00'	93.29'	93.01'	S 12° 24' 56" W	15° 29' 36"
C5	30.50'	108.08'	88.60'	N 69° 53' 39" W	122° 37' 19"
C6	509.92'	25.13'	25.13'	N 31° 02' 00" E	02° 49' 24"



SCALE: 1" = 200'

LEGEND

- ⊙ FOUND BRASS CAP OR ALUMINUM CAP
- ⊙ FOUND 5/8" IRON PIN IN 2" PIPE, PLS 4999
- ⊙ SET 5/8" X 30" IRON PIN WITH PLASTIC CAP PLS 4431
- PROPERTY BOUNDARY
- LOT NUMBER
- EASEMENT AS NOTED



NOTES:

- 1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY HAVE A 12' PUBLIC UTILITY EASEMENT.
- 2) ALL SIDE YARD LOT LINES HAVE A 6' DRAINAGE EASEMENT ON EITHER SIDE OF THE LOT LINE. ALL REAR YARD LOT LINES HAVE A 12' PUBLIC UTILITY/IRRIGATION EASEMENT.
- 3) ALL LOTS ARE SINGLE FAMILY RESIDENTIAL EXCEPT, LOTS 1, 5, 16 AND 23, BLOCK 1; LOTS 1, 6, 12 BLOCK 2; LOT 1, BLOCK 4; LOT 1, BLOCK 5; LOT 1 BLOCK 6; LOT 1, BLOCK 7; LOT 1, BLOCK 8, THESE COMMON AREA LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 4) THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- 5) THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED, THAT THE PROVISION OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
- 6) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- 7) DIRECT LOT ACCESS TO ISLAND WOODS DRIVE IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY ADA COUNTY HIGHWAY DISTRICT AND EAGLE CITY.
- 8) LOT 5, BLOCK 1 AND LOT 6, BLOCK 2 HAVE AN EAGLE SEWER AND A UNITED WATER BLANKET EASEMENT.
- 9) A PERPETUAL EASEMENT OVER AND ACROSS LOT 5, BLOCK 1 IS RESERVED FOR THE PURPOSE OF ACCESS TO THAT IRRIGATION HEAD GATE ADJACENT TO THE SOUTH CHANNEL OF THE BOISE RIVER. THIS EASEMENT IS FOR THE PARTIES OWNING OR MANAGING THAT HEAD GATE.
- 10) EXISTING A.C.H.D. STORM DRAIN EASEMENT TO REMAIN FREE OF ALL ENCROACHMENTS (INCLUDING TREES) THAT MAY ADVERSELY AFFECT THE MAINTENANCE OF SAID EASEMENT. INST. NO. 102056225, AS AMENDED BY INST. NO. 102077854.
- 11) LOT 8, AND LOT 12, BLOCK 2 SHALL HAVE A 20' WIDE PUBLIC UTILITY EASEMENT AS SHOWN.

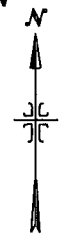


PLAT SHOWING

RIVERSEND SUBDIVISION

EAGLE, IDAHO

• HUBBLE ENGINEERING, INC. •
MERIDIAN, IDAHO
2002



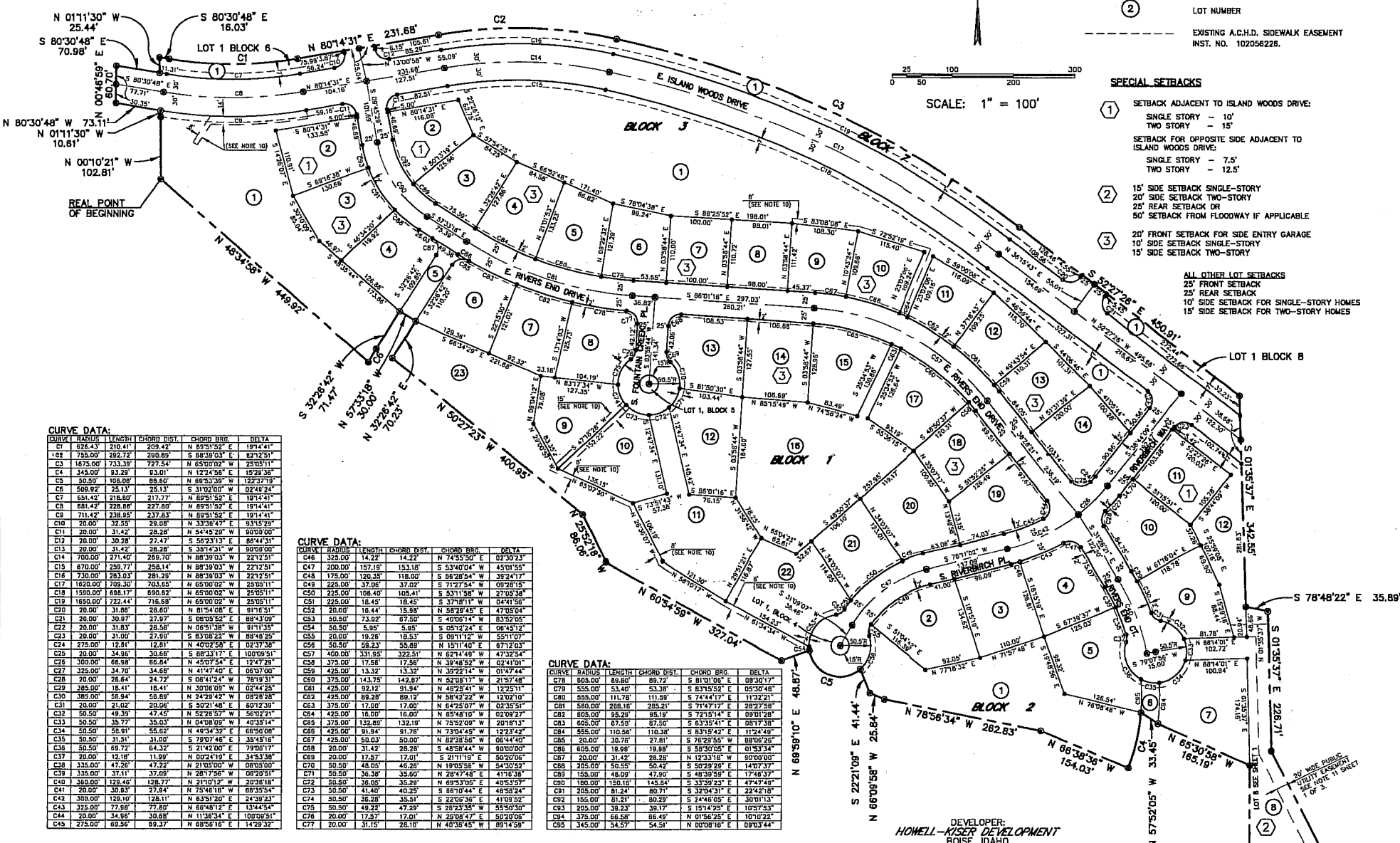
LEGEND

- FOUND BRASS CAP OR ALUMINUM CAP
- SET 5/8" X 30" IRON PIN WITH PLASTIC CAP
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP
- PROPERTY AS NOTED
- EASEMENT AS NOTED
- ② LOT NUMBER
- EXISTING A.C.H.D. SIDEWALK EASEMENT INST. NO. 102056226.

SPECIAL SETBACKS

- ① SETBACK ADJACENT TO ISLAND WOODS DRIVE:
 - SINGLE STORY - 10'
 - TWO STORY - 15'
- SETBACK FOR OPPOSITE SIDE ADJACENT TO ISLAND WOODS DRIVE:
 - SINGLE STORY - 7.5'
 - TWO STORY - 12.5'
- ② 15' SIDE SETBACK SINGLE-STORY
20' SIDE SETBACK TWO-STORY
25' REAR SETBACK OR
50' SETBACK FROM FLOODWAY IF APPLICABLE
- ③ 20' FRONT SETBACK FOR SIDE ENTRY GARAGE
10' SIDE SETBACK SINGLE-STORY
15' SIDE SETBACK TWO-STORY

ALL OTHER LOT SETBACKS
25' FRONT SETBACK
25' REAR SETBACK
10' SIDE SETBACK FOR SINGLE-STORY HOMES
15' SIDE SETBACK FOR TWO-STORY HOMES



CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	628.43	210.41	209.42	N 89°51'55" E	297.94
C2	755.00	292.72	290.89	S 88°39'03" E	272.51
C3	1675.00	733.39	727.54	N 65°00'02" W	2520.11
C4	345.00	83.29	83.01	N 127°45'6" E	1529.38
C5	30.50	103.08	99.80	N 89°53'30" W	122.17
C6	509.92	25.13	25.13	S 31°02'00" W	02.40
C7	651.42	216.80	217.77	N 89°51'52" E	191.41
C8	661.42	226.88	227.80	N 89°51'52" E	191.41
C9	711.42	238.95	237.83	N 89°51'52" E	191.41
C10	20.00	32.55	39.08	N 33°30'47" E	93.15
C11	20.00	31.42	28.28	N 54°43'20" W	90.00
C12	20.00	30.28	27.47	S 56°23'15" E	86.44
C13	20.00	31.42	28.28	S 35°43'31" W	90.00
C14	708.00	271.40	269.70	N 88°39'03" W	2212.51
C15	670.00	259.77	258.14	N 88°39'03" W	2212.51
C16	730.00	283.03	281.29	N 88°39'03" W	2212.51
C17	1620.00	709.30	703.65	N 65°00'02" W	2520.11
C18	1580.00	686.17	690.82	N 65°00'02" W	2520.11
C19	1650.00	722.44	716.88	N 65°00'02" W	2520.11
C20	20.00	31.86	28.60	N 81°54'08" E	81.16
C21	20.00	30.67	27.77	S 60°53'22" E	89.43
C22	20.00	32.26	29.58	N 05°51'38" W	81.11
C23	20.00	31.00	27.99	S 83°08'22" W	88.48
C24	275.00	18.81	12.61	N 40°02'58" E	02.37
C25	20.00	24.86	20.88	S 88°33'17" E	100.09
C26	20.00	25.94	21.55	N 45°07'54" E	12.77
C27	325.00	34.70	34.68	N 41°47'40" E	06.07
C28	20.00	26.64	24.72	S 08°41'24" W	78.19
C29	385.00	18.41	18.41	N 30°18'09" W	02.44
C30	20.00	29.26	24.89	N 24°24'02" W	08.28
C31	20.00	21.02	20.08	S 30°21'48" E	60.12
C32	50.50	49.39	47.45	N 52°28'57" W	56.02
C33	50.50	35.77	35.03	N 04°08'09" W	40.39
C34	30.50	32.91	27.82	N 49°31'02" E	68.90
C35	50.50	31.51	31.00	S 79°07'46" E	35.45
C36	50.50	69.72	64.32	S 21°42'00" E	79.06
C37	20.00	13.18	11.99	N 02°41'15" E	34.53
C38	335.00	43.50	41.77	N 21°30'07" E	09.20
C39	335.00	37.11	37.09	N 28°17'56" W	08.20
C40	380.00	129.48	128.77	N 21°10'12" W	20.36
C41	20.00	30.83	27.84	N 74°16'10" W	88.35
C42	303.00	38.10	37.81	N 83°01'20" E	24.31
C43	335.00	75.80	72.81	N 68°48'12" E	13.44
C44	20.00	34.86	30.58	N 11°38'34" E	100.99
C45	275.00	69.50	69.57	N 88°58'18" E	14.29

CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C46	325.00	14.22	14.22	N 74°35'50" E	02.30
C47	200.00	157.19	153.18	S 53°40'04" W	450.15
C48	175.00	120.35	118.00	S 56°28'54" W	392.41
C49	225.00	37.06	37.07	S 71°27'54" W	68.28
C50	225.00	106.40	103.41	S 53°11'56" W	276.84
C51	225.00	18.45	18.45	S 37°18'11" W	04.15
C52	20.00	16.44	15.59	N 58°28'45" E	47.05
C53	50.50	23.92	23.92	S 40°05'14" W	83.52
C54	50.50	5.98	5.98	N 89°45'12" E	06.45
C55	20.00	10.26	10.26	S 09°11'12" E	55.11
C56	50.50	58.23	55.69	N 15°11'40" E	67.12
C57	400.00	331.95	322.51	N 82°14'49" W	473.25
C58	375.00	17.58	17.58	N 39°48'43" W	13.01
C59	225.00	13.32	13.32	N 38°22'14" W	01.47
C60	375.00	143.75	142.87	N 52°08'17" W	21.57
C61	425.00	92.12	91.94	N 48°28'41" W	12.25
C62	425.00	89.28	89.12	N 48°28'41" W	12.25
C63	375.00	17.00	17.00	N 84°25'07" W	02.15
C64	425.00	16.00	16.00	N 85°48'10" W	02.09
C65	375.00	132.89	132.19	N 75°52'09" W	20.18
C66	425.00	31.84	31.78	N 73°04'43" W	12.31
C67	425.00	50.03	50.00	N 38°22'56" W	06.44
C68	20.00	31.42	28.28	S 48°58'44" W	90.00
C69	20.00	17.27	17.01	S 21°11'19" E	50.20
C70	20.00	17.27	17.01	N 18°58'58" W	54.33
C71	50.50	36.30	35.60	N 28°47'48" E	41.03
C72	50.50	36.05	35.29	N 88°33'05" E	40.53
C73	50.50	41.40	40.25	S 81°01'44" E	46.59
C74	50.50	38.28	38.28	N 83°01'20" E	38.92
C75	50.50	49.22	47.29	S 28°23'35" W	55.50
C76	20.00	17.57	17.01	N 28°08'47" E	50.20
C77	20.00	31.15	28.10	N 40°18'45" W	89.14

CURVE DATA:

CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C78	605.00	89.80	89.72	S 81°01'08" E	09.30
C79	355.00	53.48	53.38	S 83°19'32" E	09.30
C80	655.00	111.78	111.59	S 74°44'17" E	11.32
C81	580.00	288.16	285.21	S 71°47'17" E	282.78
C82	605.00	95.29	95.19	S 72°19'14" E	09.01
C83	605.00	87.59	87.50	S 63°59'41" E	08.17
C84	585.00	110.95	110.38	S 63°15'42" E	11.24
C85	205.00	30.78	27.61	S 78°29'55" W	88.06
C86	605.00	19.99	19.88	S 50°30'05" E	01.53
C87	20.00	31.42	28.28	N 12°33'18" E	50.00
C88	205.00	50.55	50.42	S 58°29'29" E	14.03
C89	155.00	48.09	47.90	S 48°39'59" E	17.46
C90	180.00	150.16	143.84	S 33°39'25" E	47.47
C91	205.00	81.24	80.71	S 32°04'31" E	22.42
C92	155.00	81.31	80.29	S 24°48'03" E	11.74
C93	205.00	38.23	38.17	S 15°14'25" E	10.73
C94	205.00	66.58	66.49	N 01°56'25" E	10.12
C95	345.00	34.57	34.51	N 00°08'16" E	09.03

DEVELOPER:
HOWELL-KISER DEVELOPMENT
BOISE, IDAHO

RIVERSEND SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT HOWELL-KISER DEVELOPMENT CORPORATION, AND TOBY WILLIAMSON AND LINDA WILLIAMSON, HUSBAND AND WIFE ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PORTIONS OF GOVERNMENT LOTS 7 AND 8 OF SECTION 16, T.4N., R.1E., B.M., AND PORTIONS OF GOVERNMENT LOTS 1 AND 2 OF SECTION 21, T.4N., R.1E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 5/8-INCH IRON PIN MONUMENT FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE SOUTH 1/4 CORNER OF SAID SECTION 16 BEARS SOUTH 88°44'02" WEST, 83.41 FEET AND FROM SAID SOUTH 1/4 CORNER A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 16 BEARS SOUTH 89°43'52" EAST, 2665.11 FEET; THENCE NORTH 00°10'21" WEST, 539.93 FEET, TO THE REAL POINT OF BEGINNING; THENCE CONTINUING NORTH 00°10'21" WEST, 102.81 FEET; THENCE NORTH 01°11'30" WEST, 10.61 FEET; THENCE NORTH 80°30'48" WEST, 73.11 TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 16, ALSO BEING THE EASTERLY BOUNDARY LINE OF ISLAND WOODS SUBDIVISION NO. 4, AS RECORDED IN BOOK 76 OF PLATS AT PAGE 8000, RECORDS OF ADA COUNTY, IDAHO; THENCE ALONG SAID LINE ALSO BEING THE EASTERN TERMINUS OF ISLAND WOODS DRIVE OF-WAY NORTH 00°46'59" EAST, 60.70 FEET; THENCE LEAVING SAID LINE SOUTH 80°30'48" EAST, 70.98 FEET; THENCE NORTH 01°11'30" WEST, 25.44 FEET; THENCE SOUTH 80°30'48" EAST, 16.03 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE 210.41 FEET, SAID CURVE HAVING A RADIUS OF 626.43 FEET, A CENTRAL ANGLE OF 19°14'41" AND A LONG CHORD OF 209.42 FEET WHICH BEARS NORTH 89°51'52" EAST; THENCE NORTH 80°14'31" EAST, 231.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 292.72 FEET, SAID CURVE HAVING A RADIUS OF 755.00 FEET, A CENTRAL ANGLE OF 22°12'51" AND A LONG CHORD OF 290.89 FEET WHICH BEARS SOUTH 88°39'03" EAST TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 733.39 FEET, SAID CURVE HAVING A RADIUS OF 1675.00 FEET, A CENTRAL ANGLE OF 25°05'11" AND A LONG CHORD OF 727.54 FEET WHICH BEARS SOUTH 65°00'02" EAST; THENCE SOUTH 52°27'26" EAST, 450.91 FEET; THENCE SOUTH 01°35'37" EAST, 342.55 FEET; THENCE SOUTH 78°48'22" EAST, 35.89 FEET; THENCE SOUTH 01°35'37" EAST, 226.71 FEET; THENCE SOUTH 26°23'08" EAST, 404.47 FEET; THENCE SOUTH 75°58'21" EAST, 340.40 FEET; THENCE SOUTH 00°00'00" WEST, 185.42 FEET; THENCE NORTH 80°07'33" WEST, 552.74 FEET; THENCE NORTH 00°00'00" EAST, 511.33 FEET; THENCE NORTH 65°30'58" WEST, 165.19 FEET; THENCE NORTH 57°52'05" WEST, 33.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 93.29 FEET, SAID CURVE HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 15°29'36" AND A LONG CHORD OF 93.01 FEET WHICH BEARS SOUTH 12°24'56" WEST; THENCE NORTH 66°38'36" WEST, 154.03 FEET; THENCE NORTH 78°56'34" WEST, 262.83 FEET; THENCE NORTH 68°09'58" WEST, 25.84 FEET; THENCE NORTH 22°21'09" WEST, 41.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 108.08 FEET, SAID CURVE HAVING A RADIUS OF 50.50 FEET, A CENTRAL ANGLE OF 122°37'19" AND A LONG CHORD OF 88.60 FEET WHICH BEARS NORTH 69°53'39" WEST; THENCE SOUTH 69°59'10" WEST, 48.87 FEET; THENCE NORTH 60°54'59" WEST, 327.04 FEET; THENCE NORTH 25°52'18" WEST, 86.06 FEET; THENCE NORTH 50°27'23" WEST, 400.95 FEET; THENCE NORTH 32°26'42" EAST, 70.23 FEET; THENCE NORTH 57°33'18" WEST, 30.00 FEET; THENCE SOUTH 32°26'42" WEST, 71.47 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE 25.13 FEET, SAID CURVE HAVING A RADIUS OF 509.92 FEET, A CENTRAL ANGLE OF 2°49'24" AND A LONG CHORD OF 25.13 FEET WHICH BEARS SOUTH 31°02'00" WEST; THENCE NORTH 48°34'58" WEST, 449.92 FEET TO THE REAL POINT OF BEGINNING. CONTAINS 31.98 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC, THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECIEVE WATER SERVICE FROM AN EXISTING UNITED WATER IDAHO, INC. MAIN LINE LOCATED ADJACENT TO THE SUBJECT SUBDIVISION, AND THE UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

HOWELL-KISER DEVELOPMENT CORPORATION

K. Howell
KEVIN HOWELL, PRESIDENT
James W. Kiser
JAMES W. KISER, VICE-PRESIDENT

Toby Williamson
TOBY WILLIAMSON
Linda Williamson
LINDA WILLIAMSON

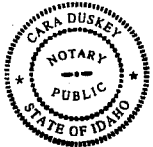
ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 30 DAY OF May, 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KEVIN HOWELL AND JAMES W. KISER, KNOWN TO ME TO BE THE PRESIDENT AND VICE PRESIDENT, RESPECTIVELY, OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THIS INSTRUMENT ON BEHALF OF SAID CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

3/18/08
MY BOND EXPIRES



Kara Duskey
NOTARY PUBLIC FOR IDAHO
RESIDING IN Kuna, Idaho

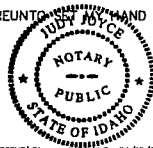
ACKNOWLEDGEMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS 20 DAY OF June, 2002, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED TOBY WILLIAMSON, AND LINDA WILLIAMSON, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED WITHIN AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

12-21-2005
MY BOND EXPIRES



Judy Lane
NOTARY PUBLIC FOR IDAHO
RESIDING IN Boise, IDAHO

CERTIFICATE OF SURVEYOR

I, D. TERRY PEUGH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



D. TERRY PEUGH, P.L.S. IDAHO NO. 4431

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 5th DAY OF JUNE, 2002.



Charles Wysocki
CHAIRMAN ACHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ OF THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.



Michelle Renee Ross
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Kimberly E. Quinn
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 1st DAY OF May, 2002 THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Debra K. Moore
CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY SURVEYOR IN AND FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



John E. Prister
COUNTY SURVEYOR PELS 3030 8/20/02

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

8/20/02
DATE

Janda Fischer by Andi Wiggmont
COUNTY TREASURER Deputy Treas.



COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO)
COUNTY OF ADA) S.S.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF James W. Kiser AT 17 MINUTES PAST 10 O'CLOCK A.M., ON THIS 20th DAY OF August, 2002, IN BOOK 84 OF PLATS AT PAGES 9355 AND 9356. INSTRUMENT NO. 162-0946-05

J. David Navarro
DEPUTY

J. David Navarro
EX-OFFICIO RECORDER

Howell-Kiser Development

ADA COUNTY RECORDER
J. DAVID NAVARRO
OFFICE 15440

2002 AU 21 AM 10:18

RECORDED - REQUEST OF

FEE 165 DEPUTY K. Vaughn
102094607

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERS END SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERS END SUBDIVISION is made effective as of the 19 day of August, 2002, by Howell-Kiser Development Corporation (hereinafter "Grantor" or "Declarant") whose address is 619 Queens Guard Way, Boise, Idaho 83709.

ARTICLE 1: RECITALS

1.1 **Property Covered.** The Property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") is that property in Ada County, State of Idaho, which is contained in Rivers End Subdivision (excluding Lot 8, Block 2), and which is legally described on Exhibit A attached hereto, together with any additions or annexations as may hereinafter be brought within the jurisdiction of these CC&R's and the Rivers End Neighborhood Association, Inc. ("Association"). The Association shall not be dissolved without the express written permission of the City of Eagle.

1.2 **Annexation of Additional Properties or Additional Subdivisions into these CC&R's.** Additional phases of Rivers End Subdivision (for example Rivers End Subdivision No. 2) are contemplated to be annexed into these CC&R's. In the event that any other properties are annexed, this Declaration shall be referred to as the "Master" Declaration. In the event that any other properties are annexed into these CC&R's then those properties shall also be subject to these CC&R's except as modified by the recorded Declaration of Annexation. Unless otherwise provided in

the Declaration of Annexation, all annexed property will be under the jurisdiction of the Association as set out below. These CC&R's and any Declarations of Annexation shall be construed together as if all had been done at the same time. Each annexed property may have different covenants and building restrictions and different Common Areas particular to that annexed property. All Common Areas in Rivers End Subdivision and the Common Areas in annexed properties under the jurisdiction of the Association shall be for the benefit of all Owners in all subdivisions under the jurisdiction of the Association. Unless otherwise provided, Rivers End Neighborhood Association, Inc. shall own, operate and manage all Common Areas in this subdivision and all annexed properties as if all were in one subdivision.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration; Owner Agreement by Accepting Deed; Island Woods Drive. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's. (Exhibit A describes all of the property in Rivers End Subdivision except for what is, or will become, Lot 8, Block 2 of Rivers End Subdivision.) Lot 8, Block 2 is excluded from these CC&R's and shall have no obligations under these CC&R's. Each Owner by accepting a deed to any of the property described on Exhibit A, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees to be bound by each and every term and provision of these CC&R's.

Island Woods Drive, the main road through this subdivision is a collector road. Governmental plans show that this road sometime in the future may continue on and connect to other potential roadways to the east of this subdivision.

2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the property and bind all successors, assigns, heirs and transferees.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Class A Lot Owner or by the Association.

2.4 Grantor's Rights; Model Homes and Sales Office. Notwithstanding the foregoing or any provision contained herein, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct Improvements thereon. Grantor may maintain model homes, construction, sales or leasing offices, or temporary parking areas or similar facilities on any Lot or portion of the Property, including the Common Area or any public right-of-way. Grantor may also post signs incidental to construction, sales or leasing.

ARTICLE 3: DEFINITIONS

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

"Architectural Control Guidelines" shall mean those Guidelines published from time to time by the Board (acting as the Architectural Control Committee) defining and setting out certain building, design and architectural requirements and restrictions for this Subdivision. These Guidelines are on file with the Board of Directors of Rivers End Neighborhood Association, Inc., and are incorporated herein as part of these CC&R's as if set out in full.

"Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (of whatever kind) plus late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

"Association" shall mean Rivers End Neighborhood Association, Inc., a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

"Board" shall mean the Board of Directors of Rivers End Neighborhood Association, Inc. or other governing board or individual, if applicable, of the Association and includes its authorized agents and representatives. The Board shall also be the Architectural Control Committee and may designate and appoint any persons or entities to act and perform the duties of the Architectural Control Committee.

"Building Lot" shall mean one or more Lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

"By-Laws" shall mean the By-Laws of the Association (a copy of which is attached hereto as Exhibit B).

"Common Area" shall mean all Lots or other areas in this Subdivision that are designated herein or on the Plat as common open space, Common Area Lots, common facilities, or a common landscaped area and the like. The Association shall own, manage, maintain and/or operate the Common Area Lots and any other commonly maintained areas as provided in this Declaration.

"Declaration" shall mean this Declaration as it may be amended from time to time.

"Dwelling Unit" shall mean a dwelling built to house one single family. A Dwelling Unit as used herein may also be referred to and includes "house", "residence" and "home".

"Grantor" shall mean Howell-Kiser Development Corporation and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Grantor or its successor. Grantor may also be referred to as the "Declarant".

"Improvement" shall mean any improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

"Irrigation Assessment" shall mean all Assessments to Owner's for the costs of maintaining and operating the pressurized urban irrigation system (PUIS) in this subdivision.

"Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to 10% of the cost) incurred by the Grantor or the Association for corrective action performed pursuant to the provisions of this Declaration.

"Member" shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

"Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor.

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

"Plat" shall mean any subdivision plat covering any portion of the Property as

recorded at the office of the County Recorder.

"Property" shall mean all of the Property described in Exhibit A including each Lot or portion thereof (excepting Lot 8, Block 2 which is excluded from these CC&R's). This subdivision may also be referred to herein by name or as the Property or just Subdivision.

"Regular Assessment" shall mean the amounts assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and - operating the Common Areas and all Improvements located thereon, and the other costs and expenses of the Association.

"Start-up Assessment" shall mean that initial fee payable to the Association to start-up the Association and for other activities. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot. It is paid only one time.

"Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

"Stone" as a building material includes stone, river rock, cultured stone, manufactured stone and synthetic stone.

"Tree Planting Assessment" shall mean that assessment paid to the Declarant for any trees planted in the five (5') foot planting strip of the Lot. This assessment shall only be paid once and shall be paid at the first closing of the Building Lot to a party other than Declarant.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval by the Board. No structure, Improvement or landscaping shall be constructed, or any alteration thereof shall be done unless the architectural drawings, plans and specifications therefor, shall first have been submitted to and approved in writing by the Board, or by the Board's duly authorized representative. The Board may appoint such representatives or committees to act on behalf of the Board as the Board deems appropriate.

The initial Board of Directors of the Association is as follows: Kevin A. Howell, Patty Howell and James W. Kiser. The initial address of the Board shall be 619 Queens Guard Way, Boise, Idaho, 83709.

4.1.1 Architectural Control Guidelines. The Architectural Control Guidelines provide additional covenants, conditions and restrictions for all buildings, Improvements, colors, landscaping, and other matters of interest for this Subdivision. Such Guidelines shall be published by the Board from time to time as

the Board determines in its discretion. These Architectural Control Guidelines are on file with the Board and any interested party may obtain copies thereof upon request. These Architectural Control Guidelines are incorporated herein as if set out in full.

4.1.2 Plans; Plan Review Fees. Prior to submission to governmental authorities, the Owner (other than Grantor) shall submit two (2) sets of plans for the dwelling together with the landscape and other relevant plans, in such form as may reasonably be required by the Board for approval, together with a plan review fee in the amount of three hundred (\$300) unless already paid at closing.

Any plans submitted shall show, for interpretative purposes, each exterior element, including color scheme, design, elevations, location on Lot, plans for grading and drainage, excavation, landscaping, fencing, lighting, irrigation, utilities and other items of site development work (hereinafter collectively referred to as the "plans"). Any Improvements by Grantor shall be deemed to have Board approval. The Board may allow variances from these CC&R's on a case by case basis as it deems fit. Any variance will only apply in that specific case, and in no way sets a precedent for any other variances.

No member of the Board, nor Grantor, shall have any liability of any kind relating to actions or non-actions of the Board, or approvals or denials of any plans or variances.

As quickly as practical, after receipt, the Board may either approve the plans or reject the plans. If rejected the Board shall state the reason for the rejection and where appropriate, the changes, modifications and/or correction which the Board demands, as a condition for approval. This \$300 review fee shall cover the review of the initial plans and any amended plans relating to the same dwelling. This fee may be increased but not until after the second anniversary of the recording of these CC&R's.

4.1.3 (intentionally omitted)

4.1.4 Disapproval. The Board may disapprove any and all plans submitted on any reasonable ground including but not limited to any of the following: **A)** failure to comply with any of the provisions set forth in this Declaration or the Architectural Control Guidelines; **B)** failure to include information in the plans that may have been reasonably requested by the Board; **C)** incompatibility of exterior design or material with existing structures or any structure proposed and previously approved by the Committee; **D)** objection to the style of architecture, height, bulk, or appropriateness of any proposed Improvement

in relation to other Improvements existing or proposed and approved by the Committee; **G)** objection to the landscaping plan as not conforming to other uses or approved Plans; **H)** any other matter which in the reasonable judgment of the Board would render the proposed Improvements or use discordant with the Improvements on the Property, either then existing or planned and previously approved by the Board.

4.1.5 Approval Good for One Year; Diligent Completion; Landscaping Eighteen Months After Closing. In the event Owner does not commence construction within one (1) year after approval of plans, the approval shall terminate. Then the Owner shall be required to resubmit the plans to the Board for approval prior to commencing any construction. After construction of any Improvement has commenced, the work shall be diligently completed and in any event shall be completed within 210 days of commencement of construction. Failure to comply with this section shall constitute a breach of these Declarations and subject the defaulting party or parties to all enforcement procedures set forth herein in addition to any remedies provided for in law. In the event that an Owner other than Declarant fails to apply to the Board within 18 months of the date of the closing of the purchase of the Lot for approval to build the residence, then that Owner shall, within thirty (30) days thereafter, landscape the entire Lot with rolled sod and full underground sprinklers and to thereafter properly mow, water and fertilize this lawn until the time of construction. The Board may vary this time limit upon a showing of diligence by the Owner in getting plans to the Board for approval.

4.1.6 Code Compliance. Responsibility for compliance with applicable governmental rules, building codes, ordinances, regulations and other codes shall be the responsibility of each individual Owner and no approval hereunder shall be construed to impose any liability on Declarant or the Board in the event the plans fail to so comply. Neither Declarant nor the Board shall be responsible for or have any liability relating to structural or other inadequacy or defects of any kind or nature whatsoever in the Plans or in the structure or Improvements erected.

4.1.7 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.2 Building the Home. All Building Lots shall be used exclusively for one or two-story single-family homes. Other covenants and restrictions on the building of the home and related construction are as follows:

4.2.1 Size of Home. Each home shall be a minimum of 2,000 square feet of living space for a single story home and 2,200 square feet for a two story home. For purposes of determining square footage, eaves, steps, open porches, car ports, garages and patios are excluded.

4.2.2 Basements; Roofs; Foundation: Due to the high water table, basements are strictly prohibited. Roofs must be at least 6 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be of the kind, colors and quality as set out in the Architectural Control Guidelines. The TOP of the foundation shall be a minimum of 18" above the elevation of the back of the curb. The top of the foundation may not be more than 24" above the back of the curb unless approved by the Board.

4.2.3 Garages. All homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.2.4 Driveways. All homes shall have a concrete driveway and a minimum of two concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel. Driveways shall have some form of accenting, such as washed gravel concrete, brick or stone pavers or stamped concrete, as approved by the Board.

4.2.5 Setbacks. The setbacks for the home and/or garage shall be as follows:

A) Front Setback: Minimum 27 foot setback from the front property line or 25 feet back of the sidewalk, whichever is greater.

B) Rear Setback: Minimum 25 foot setback from the rear property line.

C) Side Setback: Minimum 10 foot setback from the side property line for the first story; If the home is two story, then the second story shall have a minimum setback of fifteen (15) feet from the side property line. (Side setbacks for corner Lots shall comply with Eagle City requirements.)

D) NOTE. In the front and side yards next to a street, the back edge of the sidewalk (the side away from the street) may not be the actual Lot boundary line since the sidewalks are offset 5 feet from the curb. Generally two (2') feet of the sidewalk is inside the Lot line. It is the duty of each Owner and builder to correctly identify the actual true property boundary lines prior to doing any digging or construction.

E) Variances on Setbacks. In the event any Eagle City Ordinance requires a more stringent setback than that Ordinance controls. Variances from these setbacks on account of irregular Lot shapes, sizes or street frontage may be granted by the Board, in the Board's sole discretion. However, variances in setbacks less than those required by the City of Eagle must first receive written approval by the City of Eagle.

4.2.6 Build on Site. All homes in this Subdivision must be constructed on the Lot. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot.

4.2.7 Boise River; Eagle Island; Flood Insurance. Rivers End Subdivision is located on Eagle Island, between the north channel and the south channel of the Boise River. The Boise River can flood or cause high water and it is recommended that each Owner in this subdivision secure flood insurance to protect the Owner and the Owner's dwelling, contents of the dwelling and other property. Declarant shall have no liability to any Owner for any damage, loss or injury that

may be related to or caused by any high water or flooding of the Boise River. Each Owner, occupant, or tenant by accepting a deed to the Lot, or by occupying the premises, waives any and all claims or actions against Declarant, and Declarant's officers, directors, members, employees or shareholders for any damages, injuries or losses incurred in any high water or flooding.

4.2.8 Exterior; Appearance; Colors; Lighting. Each home shall be equipped with a minimum of two (2) garage door exterior lights, which may be recessed into the soffit or by non-glare fixtures. A photo-sensitive yard light integrated into the design of the home must be within 10 feet of the front boundary line. The requirements for the exterior of the house, colors etc. are set out in the Architectural Guidelines on file with the Board.

4.2.9 No Storage or Parking of Boats, Campers, RV's or Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, RV's, motor homes, motorcycles, or similar items shall be placed, stored or parked upon any portion of any Lot, driveway or the subdivision streets for any period longer than three (3) consecutive days unless enclosed in a garage. The intent is that these type vehicles may be parked temporarily for maintenance, repair, loading and unloading but not to just sit. The Board after written notice to any Owner may have the offending items towed away and stored at the Owner's expense.

4.2.10 Grading and Drainage Requirements. Each Owner shall grade and drain his individual Lot or property (and maintain that grading and drainage) to prevent the runoff or drainage of water onto any adjacent Building Lots. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) Declarant shall have no duty to grade any property. All grading and elevations shall be done by each Owner. All Lots and property shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

- A) the Lot or property will drain sufficiently away from the foundation with a proper slope to keep water out of the crawl space of the home;
- B) drainage will be directed to the side, rear and front yards and not to the adjacent Building Lots;

C) grading and drainage shall comply with all local building code requirements.

It shall be the specific affirmative duty of each Owner to prevent any water on that Owner's lot from draining onto any other Owner's property (and/or into any neighboring crawl spaces). In the event that an Owner does not adequately maintain the grade, drainage and slope of the Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent property causing damage or injury, the offending Owner could be liable for any damages occurring as a result of the drainage and liable for all of the costs of reasonable remedial actions to correct the problem if the offending Owner fails to correct it.

4.3 Landscaping; Plans; Board Approval. Each Owner shall prepare a detailed landscape plan showing the landscaping on the entire Lot, including the five (5) foot strip, submit it to the Board, and receive approval from the Board prior to installing any landscaping. Landscaping of a Lot shall only be in accordance with the approved plan. The plan shall show the location, type and size of trees, plants, ground cover, shrubs, berms, mounding, grading, drainage, sprinkler systems, fences (if any), freestanding exterior lights, driveways, parking areas and walkways. Each Lot shall have an automatic full coverage underground sprinkler system for all landscaping on the Lot and the five (5) foot strip.

4.3.1 Variances. These landscape requirements (except for those required by the City of Eagle) may be varied at the discretion of the Board to account for the size of the Lot, Lot street frontage or dimensional irregularities in a Lot.

4.3.2 Time Limits. All required landscaping on a Lot shall be installed within thirty (30) days of substantial completion of the building or occupancy, whichever is first, with a reasonable extension allowed for extreme weather conditions. (The landscaping of the five foot (5') strip, however, as provided herein, must be installed either upon substantial completion of the building or prior to the time of occupancy, which ever is first. See below.)

4.3.3 Five Foot (5') Landscape Strip: This Subdivision has a special five (5) foot landscape strip between the street curb and the sidewalks. This strip shall be landscaped and continuously maintained by the Lot Owner whose Lot abuts this strip. Landscaping of this strip shall include rolled grass sod, shade trees and a pressurized irrigation system and shall be uniform and/or compatible with all

other five foot strip areas in this Subdivision. The sod, trees and pressurized irrigation system in this five foot (5') strip must be installed within thirty (30) days of substantial completion of the building, and be operational and have passed an inspection by the City of Eagle (as required by the City) **prior to issuance of an occupancy permit** for the home. (This time limit may be waived for a reasonable amount of time if weather prohibits the completion of the installation.)

4.3.4 Design Standards for Five Foot (5') Landscape Strip. The following landscape design standards shall apply to the five-foot (5') landscape strip:

A) Grass Turf Only. The landscaping strip must be grass turf rolled sod only. This five foot strip shall be maintained ONLY in grass and trees. No flower beds, rock gardens or shrubbery shall be installed within this five-foot (5') strip.

B) Trees in Five Foot (5') Landscape Strip. Each Owner's five foot landscape strip must contain at least one tree of the type listed on the Architectural Control Guidelines. The following Lots shall have at least two trees in the five foot strip:

Lots 8, 13, 19	Block 1
Lots 2, 5, 9, 10	Block 2
Lot 14	Block 3

Trees shall be spaced a minimum 35 feet apart in the strip and where practical shall be planted at or near a lot corner. All trees in this strip shall be the minimum caliper (the diameter of the trunk measured 6" above the root ball) or height as required by the City of Eagle and shall be of a variety as approved by the City of Eagle and the Board. If a tree in the landscape strip dies, it must be replaced by the abutting Lot Owner within 60 days, or as soon thereafter as weather permits.

4.3.5 Landscaping the Front Yard. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the house. The following minimum landscaping requirements shall apply to the front yard of the dwelling, and are in addition to any landscape requirements for the five foot strip:

A) Rolled Sod. The variety must be of a type approved by the City of Eagle; and,

B) Three (3) trees. At least one tree must be deciduous and 2 1/2 inch caliper. Any conifer must be at least 8 feet tall after planting; and,

C) Twelve shrubs or bushes at least 2 gallon size planted in a planter or planters that take up at least 20% of the front yard (after excluding sidewalks and driveways).

4.3.6 Landscaping the Side Yard Next to a Street. The side yard is the yard beside the dwelling from the front exposure to the rear exposure of the dwelling. The following minimum landscaping requirements shall apply to the side yard next to a street (ie...a corner Lot), and are in addition to any landscape requirements for the five foot strip:

A) Rolled Sod. The variety must be of a type approved by the City of Eagle; and,

B) One tree, either deciduous and 2 1/2 inch caliper or conifer at least 8 feet tall after planting; and,

C) Twelve shrubs or bushes at least 2 gallon size planted in a planter or planters that take up at least 20% of the side yard (after excluding sidewalks and driveways).

4.3.7 Landscaping the Rear Yard. The following minimum landscaping requirements shall apply to the rear yard:

A) Rolled Sod. The variety must be of a type approved by the City of Eagle; and,

B) One tree for each 1,000 square feet of rear yard with a minimum of two trees and a maximum required of 4 trees; At least one tree shall be deciduous of 2 1/2 inch caliper. Conifers shall be at least 8 feet tall after planting; and,

C) Twelve shrubs or bushes at least 2 gallon size planted in a planter or planters that take up at least 15% of the rear yard.

4.4 Fences; Wrought Iron.

4.4.1 Owner Fences. Owner fences are not required. If a fence is desired, such fence shall be constructed only of wrought iron and no taller than five (5) feet. The design, color and location of any fence shall first be approved by the Board prior to construction.

4.4.2 Distance From Street. No fence shall be constructed on any Lot (including corner Lots) closer to the front Lot line than two (2) feet behind the front edges of the dwelling. For corner Lots, the fence along the side street shall be at least fifteen (15) feet from the side property Lot line unless otherwise approved by the Board.

4.4.3 Subdivision Fences. Grantor may construct certain fences on or around portions of this subdivision, and any fences built by Grantor may be any material or style chosen by Grantor. If Grantor transfers title to any Lot which contains a portion of any fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the fence on that Owner's Lot, unless such maintenance is performed by the Association. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

4.4.4 Association Fences. Any fences constructed in any Common Area shall be owned and maintained by the Association. The Association, in its sole discretion may maintain any other fences it deems prudent as a Common Area expense.

4.5 Private Road Lots.

4.5.1 Lot 5, Block 1. Lot 5, Block 1 is a private road Lot that may eventually serve an pedestrian access way to the Boise River and a few individual Lots in a later phase of this subdivision. This Lot shall be owned by the Association and initially maintained by the Association. At such time as the Lots in a later phase of this subdivision which are to be served by Lot 5, Block 1 are developed, then all of the costs of maintaining Lot 5, Block 1 and the private road shall be paid for solely and equally by the Owners of those individual Lots directly served by Lot 5, Block 1. The Ownership and maintenance responsibilities set out herein shall not be altered without the written approval of the City of Eagle.

The private roadway in Lot 5, Block 1, shall also be subject to a perpetual

easement in favor of the City of Eagle for City access over and across the private road by City pedestrians or City vehicles.

The private roadway in Lot 5, Block 1 shall also be subject to a perpetual easement in favor of any irrigation entity that owns, operates or manages the irrigation head gate located on the South Channel of the Boise River. This easement shall be for pedestrian or vehicle access and ingress and egress to and from the head gate.

The Owners, occupants and invitees of the individual Lots to be served by this private road are granted a permanent easement over, under and across Lot 5, Block 1 and the private road for purposes of underground utilities and ingress and egress to and from the Lots and the public streets. No obstructions may be built or placed anywhere on this Lot or the private road. There shall be no parking of any kind on this Lot.

4.5.1.1 Easement Reserved For Access to Irrigation Junction Box. A permanent easement is reserved over and across Lot 5, Block 1 for the purpose of ingress and egress to the irrigation junction box on the South Channel of the Boise River. This easement shall be in favor of the owners and users of that junction box, their agents, contractors and employees.

4.5.2 Lot 6, Block 2. Lot 6, Block 2 is a private road Lot that may eventually serve a few individual Lots in a later phase of this subdivision. This Lot shall be owned by the Association and initially maintained by the Association. At such time as the Lots in a later phase of this subdivision which are to be served by Lot 6, Block 2 are developed, then all of the costs of maintaining this Lot and the private road shall be paid for solely and equally by the Owners of those individual Lots directly served by this Lot. The Ownership and maintenance responsibilities set out herein shall not be altered without the written approval of the City of Eagle.

The Owners, occupants and invitees of the individual Lots to be served by this private road are granted a permanent easement over, under and across Lot 6, Block 2 and the private road for purposes of underground utilities and ingress and egress to and from the individual Lots and the public streets. No obstructions may be built or placed anywhere on this Lot or the private road. There shall be no parking of any kind on this Lot. Notwithstanding that Lot 6, Block 2 is owned by the Association, this Lot shall not have any other access or easements to or for any parties other than the Owners, occupants and invitees of the Lots directly served

by the private road. Lot 6, Block 2 and the private road thereon may be used only by the Owners, occupants and invitees of the Lots directly serviced by this private road which lie to the south of the first phase of Rivers End Subdivision.

4.5.3 Maintenance of the Private Roads. Since neither private road in Lot 5, Block 1, or Lot 6, Block 2 will be used for general vehicle traffic until the individual Lots are developed in a future phase of Rivers End Subdivision, no maintenance costs are anticipated prior to the development of that future phase. At such time as the future phase is developed and the private roads will be available for vehicle use, the Owners of the individual Lots that are served by the private road shall place with the Association at the closing of the Lot an amount of money equal to the anticipated maintenance costs for each respective private road for the following twelve month period, divided by the number of Lots served by the private road. The amount of these maintenance costs shall be determined by a licensed engineer. (For example, when the future phase is platted, it is anticipated that the private road on Lot 5, Block 1 will serve five (5) individual Lots. If the licensed engineer at that time determined that the estimated next 12 months maintenance costs for the private road would be \$1,000, then at each closing the Owner would place \$200 with the Association for the anticipated maintenance costs. The Association would segregate these funds and apply them to such maintenance. The Owners would thereafter be required to keep the Association funded with an amount equal to the next twelve months anticipated maintenance costs. These private roads shall be maintained in the same manner as the public roads in the subdivision and such maintenance shall be performed as needed on a similar schedule as maintenance is performed by Ada County Highway District.

4.6 General Provisions.

4.6.1 Antennae. For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located, where practical, to the rear of the structure and reasonably screened from view of other front and side Lot Owners. The installation plan and the location shall be first reviewed by the Board.

4.6.2 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.6.3 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the

Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interferes with the peace and quiet of the other Owners.

Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, building materials or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure. The Board may remedy any violations as a corrective action under Article 9 below.

4.6.4 Disabled, Dilapidated or Stored Vehicles. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the property or a Lot are a nuisance and are absolutely prohibited. Such vehicles may be removed by the Board as a corrective action as provided below.

4.6.5 Government Rules. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.6.6 Accessory Structures; Storage Sheds; Temporary Structures; Outbuildings. The following are prohibited: metal or wood storage attachments to any home; backyard basketball, roller blade or skateboard facilities; outdoor storage sheds; detached outbuildings; clothes lines. No house trailer, mobile home, tent, or temporary building improvements shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction. Any Dog Kennel, dog house or dog run shall be built only next to the house in the side yard (except for side yards that are next to a street) and must be adequately screened from view of neighboring property, roads and common areas.

4.6.7 Owner's Obligations to Maintain Exterior. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective

action as set out below.

4.6.8 Business Activity. No home in this Subdivision may be used for any commercial business purposes, manufacturing operations, a retail business, a day care or the like. A "Home Office" business is allowed. Any Home Offices, however, shall be subject to the following restrictions: 1) no signs of any kind shall be allowed on the premises or the windows advertising the business; 2) no commercial vehicles shall be parked in the street; 3) no more than two "clients" visit the Home Office business at any one time and they park in the driveway and not in the street.

4.6.9 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than four domestic cats and/or domestic dogs (or combination thereof equal to total of four) shall be allowed to inhabit any one Lot. (This requirement may be varied somewhat by the Board, in its discretion, depending on the size, demeanor and age of the pets and whether the pets live inside the home.) All dogs outside the home or outside the Lot fence must always be leashed. Pets shall not be allowed in the Common Areas unless leashed. Pet Owners shall be responsible to pick up the pet's waste.

4.6.10 Signs. No sign shall be displayed to public view without the approval of the Board except: 1) signs used by Grantor in connection with the development and sale of the Property; 2) signs identifying the development; 3) informational signs by the Board displayed on Common Areas; 4) one sign of less than 6 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and 5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

4.6.11 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot Grantor shall have the right to grant, establish and/or reserve on that Building Lot additional licenses,

reservations and rights-of-way to Grantor, to utility companies, or to others. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

4.6.12 Future Development. Rivers End is planned to have several phases and future amenities. These plans, however, are subject to change. Declarant has no duty or obligation to develop the property or any parts of the property in any specific manner or with any particular use, regardless of any drawings, depictions or presently proposed plans.

4.6.13 Notice of Surrounding Agricultural Uses. The land surrounding this subdivision on the north east and south is used for agricultural and farming purposes. Each Owner by accepting a deed and each occupant by occupying the premises agrees that the agricultural uses of the surrounding areas together with the use and operation of heavy commercial agricultural vehicles and farm machinery on the farm and over the roads in this subdivision shall have quiet enjoyment and shall not be disturbed by Owners or occupants in the subdivision. Reference is made to section 22-4503 of the Idaho Code, commonly called the "Right to Farm Act" which is set out in the notes to the plat of this subdivision. Roughly paraphrased, this act provides that an agricultural operation is not a nuisance to incoming developments if that agricultural operation was there first. Notice is also hereby given to all Owners and occupants in this subdivision that the surrounding agricultural land may someday be developed with governmental approvals.

4.6.14 Access to the Boise River. This subdivision proposes to provide public access to both the North Channel and the South Channel of the Boise River upon subsequent platting of future phases. No Owner shall be allowed to trespass on any surrounding agricultural lands. In the event that the subsequent phases of Rivers End Subdivision are developed as planned, then all Owners in Rivers End shall have access to both the South and North Channels of the Boise River.

4.7 ACHD Storm Water and Drainage Easement. ACHD has a perpetual blanket storm water retention and drainage easement over portions of this subdivision identified on the plat as Storm Water Drainage Facilities. Together these easements are for access, to retain water, and to construct, install, maintain and

replace the storm water and drainage system and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities. The primary purpose of this storm drainage easement area is for the storage and drainage of storm water.

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

4.7.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for Rivers End Subdivision. This Manual is on file with ACHD and the relevant portions of that Manual provide as follows:

RIVERS END SUBDIVISION
STORMWATER DETENTION O & M MANUAL

This manual outlines the duties to be performed by the Rivers End Neighborhood Association, Inc. (hereinafter the "Association") for the light maintenance of the storm water detention areas (which in this subdivision are shallow detention swales).

1. Purpose of Stormwater Facility. The purpose of the stormwater facilities is to convey stormwater from the streets through a system of buried pipelines to the stormwater detention areas. This area is intended to control the release of the stormwater at a pre-developed rate. Any water in excess of this rate will be temporarily stored within the swale area. After the storm subsides, the swale area will empty at this pre-developed rate of flow.

2. Additions to Facility; Removal; No Liability on ACHD. Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by ACHD when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, ACHD shall have no liability relating

to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. **Light Maintenance.** The Association shall have the duty to perform the light maintenance of the swale areas as follows:

3.1 **Monthly Inspection of Swale Areas.** Monthly visual inspections shall be performed by the Association to check for bank stability, water spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

3.2 **Monthly Inspection of Underground Storm Drain Facility.** Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes or other structures. In the event that any of these items are found the Association shall contact ACHD so that ACHD can perform their "heavy" maintenance responsibilities.

3.3 **Mowing and Maintenance of Landscaping.** The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.

3.4 **Trash Cleanup.** Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.

4.7.3 **Association Failure to Maintain; ACHD Remedies.** In the event that ACHD determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then ACHD shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within that 30 days Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified

by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the Common Areas identified herein.

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

The Association and all lot owners by accepting title to a lot agree that all lot owners within these subdivisions are benefitted property owners of such maintenance.

ARTICLE 5: COMMON AREAS

5.1 Common Areas and Common Facilities. The Common Area Lots, Common Areas and common facilities in this subdivision are to be owned, operated and maintained by the Association. This maintenance shall include, but is not limited to watering, mowing, fertilizing and caring for shrubs, grass and trees and other landscaping. The Association shall have a duty to maintain the Common Areas in a competent and attractive manner and to utilize competent contractors. The ownership and maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Eagle.

5.1.1 Pathway Areas: Some Common Area Lots in this subdivision contain pathways. These paths shall be owned and maintained by the Association and such maintenance shall comply with all Eagle City requirements and regulations for such pathways.

5.1.2 Association Multi-Use Areas; Ponds; Gazebos.

Lot 1, Lot 16, and Lot 23, Block 1;
Lot 1, Lot 12, Block 2;
Lot 1, Block 3;
Lot 1, Block 4; (traffic island circle)
Lot 1, Block 5; (traffic island circle)
Lot 1, Block 6;
Lot 1, Block 7;
Lot 1, Block 8

The above Lots are landscaped multi-use Common Area Lots, some with pathways, some with ponds and Gazebos for the appropriate use by the Owners in Rivers End Subdivision (and all Owners in subsequent phases of Rivers End Subdivision). The Association shall have the right to establish rules for the use of all Common areas and publish the same from time to time. Swimming and boating in the ponds, other than for pond maintenance, is not allowed. Fishing in the ponds is permitted and the Association may stock the ponds as a Common Area expense as the Association deems appropriate.

Gazebos on any Common Area Lots shall only be used during daylight hours. Use of the Gazebos after dusk is not allowed. Alcohol in the Gazebos is prohibited.

The eastern 100 feet of Lot 8, Block 2 shall be maintained as a Common Area as if part of Common Area Lot 12, Block 2 so long as permitted by the Owner of Lot 8.

5.1.3 Common Areas; No Liability. It shall be the specific affirmative duty of parents and those caring for children to monitor those children around the ponds. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Common Areas by using the Common Areas, specifically agrees that the Declarant, its agents, officers, employees, members and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Common Areas including, but not limited to, any accidents, damage or bodily injuries which result from, or are in any way related to, the use of the Common Areas. All claims whether past, present or future, relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Common Areas specifically assume the risk of using the Common Areas and waive any and all claims relating to the use of the Common Areas.

5.1.4 Future Common Area Recreational Facilities. Any recreational Common Areas or common facilities that are constructed in any future annexed phases of this subdivision may be used by the Owners in this subdivision as if the facility was developed in this subdivision. All Common Areas and facilities in this subdivision and in all annexed properties shall be paid for by all Class A Owners under the jurisdiction of the Association.

5.1.5 Use of Common Area. Every Owner shall have the equal right to enjoy the use (subject to the rules of use as established by the Association) of those Common Areas or common facilities which are designed and built for such use. The Association may restrict the use of some Common Areas for safety reasons. All Common Areas and facilities in this Subdivision shall be owned by the Association, unless otherwise set out herein or in any Declaration of Annexation. The Association shall have the power to suspend the use of all Common Areas to Members who are in arrears for non-payment of Assessments. However, the Association may not suspend street or sidewalk access to a Member's Lot or home.

5.1.6 Dedication to Public Use. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes agreed to by the Members. No dedication, mortgage or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and signed by or agreed to by vote of two-thirds (2/3) of the Class A Members. Any transfer must also be approved by any local government having jurisdiction over the transfer. Said transfer shall become effective when the instrument is recorded. In the event that an Owner's access to his Lot is over any Common Area, then any transfer of that Common Area shall be subject to an easement for the access of the Owner.

5.1.7 Damage to Common Areas or Common Facilities. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 6: WATER; PRESSURIZED IRRIGATION

6.1 Water.

6.1.1 Reservation of Water Rights. The property comprising Rivers End Subdivision has some water rights from the Boise River and these water rights are to be used for the irrigation of the landscaping on all the Lots and Common Areas in the subdivision and for the ponds in the subdivision. These water rights shall be reserved by Grantor and the deeds to Owners shall set out such reservation of water rights as Declarant shall deem appropriate. Grantor may transfer certain of these water rights to the Association in any manner Grantor deems appropriate.

6.1.2 Pressurized Irrigation System; Pro Rata Assessments; Warranty. Irrigation water, when seasonally available, will be supplied through a pressurized urban irrigation system ("PUIS"). The PUIS shall be owned, maintained and operated by the Association. All operation and maintenance costs of the PUIS shall be paid for through Irrigation Assessments made by the Association. These Irrigation Assessments shall be paid on a schedule determined by the Board and may be included in the regular Assessments. Each Lot Owner shall pay equally for the costs of maintenance and operation of the PUIS regardless of the amount of water used. Each phase of the PUIS is warranted by Grantor against defects in materials and workmanship for a period of one year following the completion of each particular phase of the PUIS. Any defects during that one year shall be paid by Grantor at Grantor's expense. Thereafter, repairs shall be made by the Association. The Association shall perform all routine maintenance of the PUIS from the time of completion.

6.1.3 Owner Responsibilities; Location of Lines. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot. Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from the control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation system. Each Owner shall clean and maintain their own screens and filter systems. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water. Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage. Most of the pressurized irrigation lines are in the back of the Lots. However, on Lots 2, 3, 4, 5, 6, and 7, Block 2, the pressurized irrigation lines are in the front of the Lot and an easement for maintenance is reserved therefore.

6.1.4 Water Unreliable. The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. Each Owner assumes the risk of any water shortage, and in the event that there is a water shortage from the PUIS, each Owner must be prepared to water using that Owner's domestic water supply.

6.1.5 Rotation. No Lot in this Subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this subdivisions agrees to be bound by and to comply with, any rules or regulations which may be established for the use and rotation of irrigation water between the Lots by the Association. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use irrigation water.

6.1.6 No Liability. Neither the Association nor the Declarant (or any members, employees, agents, officers or directors thereof) shall have any liability of any kind to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of, or shortage of, irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water.

6.1.7 WARNING! IRRIGATION WATER IS NOT DRINKABLE

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch or pond water, which may contain dirt, hazardous wastes or farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and could result in death or permanent disability.

NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

1) educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;

2) ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;

3) not remove any existing tags or other warning markers from the pressure irrigation risers;

4) not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

6.1.8 No Liability for Quality or Quantity of Water. Neither the Association nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability of any kind to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or bodily injuries relating in any respect to the quantity of water, or the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives and releases any and all claims relating thereto.

ARTICLE 7: RIVERS END NEIGHBORHOOD ASSOCIATION, INC.

7.1 Organization of Rivers End Neighborhood Association, Inc. Rivers End Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, the By-Laws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the By-Laws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

7.2 Membership. Each Owner of a Lot subject to assessment, by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's

title. Any prohibited membership transfer shall be void and will not be reflected on the books of the Association.

7.3 Voting. Voting in the Association shall be carried out by Members (including Grantor) who shall cast the votes attributable to the Building Lots which they own. The number of votes any Member may cast on any issue is determined by the number of Building Lots owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

7.3.1 Class A Members. Owners other than Grantor shall be Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member(s) on the day of the vote. One Lot, one vote.

7.3.2 Class B Member. The Grantor shall be the Class B Member, and shall be entitled to five (5) votes for each Building Lot owned by Grantor. The Class B Member shall cease to be a voting Member in the Association at the time the Grantor deeds the last Building Lot in the last phase of the subdivision.

7.3.3 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

7.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the Bylaws. The Board shall be elected in accordance with the Bylaws.

7.5 Power and Duties of the Association. The Association shall have all the powers of a corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, Bylaws, and this Declaration. The

Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge it's duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include, but are not limited to, the following:

7.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

7.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, and at its own discretion, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the Bylaws; and to file and maintain any action to enforce the terms thereof.

7.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain Improvements for which the Association is responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practical. Any damage caused by the Association shall be repaired by the Association.

7.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative or license agreements regarding water or irrigation systems. The Association shall have the power to grant and convey to any third party licenses, easements and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Property and Common Area, and for the preservation of the health, safety, convenience and welfare of the Owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

7.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and Bylaws, the Association shall have the authority to perform, without limitation, each of the following duties:

7.6.1 Operation and Maintenance. Operate, maintain, and otherwise

manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

7.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a Common Area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

7.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

7.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (A) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (B) Directors' and officers' liability insurance; (C) Motor vehicle insurance and Workmen's Compensation insurance; (D) Performance, fidelity and other bonds the Board deems necessary to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of Association funds or other property. The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.

7.6.5 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary at the discretion of the Board to enforce any of the provisions of this Declaration, the Articles or the Bylaws.

7.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

7.8 Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calendar year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calendar year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calendar year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

7.9 Meetings of Association; Notice of Meeting and Assessments. Each year, beginning the year after these CC&R's are recorded, the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the Board between April 15 and May 31. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property, or as close thereto as practical, at a reasonable place selected by the Board. The presence at any meeting of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to another time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property subject to these CC&R's, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

8.1.1 Assessment Constitutes Lien. Such Assessments and charges set out herein, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a continuing lien upon the property against which each such Assessment or charge is made.

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular and Irrigation Assessments. All Class A Owners are obligated to pay Regular and Irrigation Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment: The initial Regular Assessment (including the Irrigation Assessment) for the year in which these CC&R's are recorded is seven hundred and twenty dollars (\$720) per calendar year per Lot. Thereafter, the Assessments shall be established by the Board. This initial Assessment is due upon the first transfer of the Lot from the Declarant to a Buyer. This first assessment shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by Buyer.

8.2.2 Use of Assessments. The proceeds from Assessments are to be used to pay for all costs and expenses incurred by the Association, including but not limited to; (A) legal, accounting, management, and professional fees; (B) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and all common facilities including

the PUIS; (C) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association, or PUIS, that must be replaced and maintained; (D) any other Association purposes.

8.2.4 Computation of Assessments. The Association shall compute the amount of all Association expenses on an annual calendar basis equally per Lot.

8.2.5 Amounts Paid by Owners. The Board can require, in its discretion, payment of Assessments in such periodic schedules as the Association deems prudent. The Assessments to be paid by any particular Owner for any given calendar year shall be computed by dividing the Association's total advance estimate of expenses by the total number of Class A Building Lots in the Property. Each Class A Owner of a Building Lot shall pay an equal share of Regular Assessments.

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Development Assessment. Upon the first sale of each lot in this subdivision from the Declarant, the Buyer shall pay to the Association, at closing, an initial start-up fee assessment equal to six hundred dollars (\$600). This fee shall be a one time initial start-up fee assessment, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing and is in addition to the pro-rated regular assessment payment set out Section 8.2.1 above. The Association shall use these funds for general Association purposes.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular or Irrigation Assessment for a given calendar year is or will be short to meet the expenses of the Association for those respective purposes, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote (or written consents therefore) representing 2/3 or more of the Class A Owners. The Board shall, in its discretion, determine the schedule under

which such Special Assessment will be paid.

8.4 Limited Assessments. The Board may levy a Limited Assessment against a Building Lot and/or the Owner thereof personally to reimburse the Association for costs (together with the 10% management fee, interest and attorneys fees as provided herein) incurred in bringing an Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Written notice of all assessments not normally paid at closing shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within thirty (30) days after the levy and notice thereof.

8.6 Late Fees; Interest on Past Due Assessments: Assessments of any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$50.00. In addition, interest shall be paid on the unpaid assessment at the rate of 1% per month.

8.7 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request and the payment of a \$25 fee, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified

and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or the obligations of the Owner hereunder by: (A) direct corrective action against the Owner or the offending violation; (B) litigation at law or in equity; (C) foreclosure of the liens created herein; (D) expenditure of funds to remedy any violations; and/or (E) any other lawful action.

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action, and all attorneys fees incurred. Such shall be a Limited Assessment against that Lot and that Lot Owner consents to a lien enforceable in the same manner as other assessments set forth in these CC&R's. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out herein.

9.1.2 Notice of Corrective Action: Prior to taking corrective action the Board, or its authorized representative, shall give notice to the Owner of the violation of these Declarations, the remedy necessary and the date by which the remedy must be completed. In the event the Owner has not remedied the violation by the time set out in the notice, the Owner consents to corrective action by the Board or its representatives and shall pay all the costs of such corrective action, together with a 10% management fee.

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body

which, by law, would be superior thereto.

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure to the extent allowed by law.

9.4 Action at Law. The Association may, in its discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails.

9.5 Required Notice. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose pursuant to Idaho Code 45-507 then the Association shall serve the copy of the recorded lien on the Owner within 24 hours of the recording of the lien as required by 45-507. No foreclosure action may be brought to foreclose the lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in the claim of lien, and to the person in possession of such Building Lot(s). No prior notice to the Owner is required for the Association to file an action at law for the

monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recording of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (A) installation and repair of utility services in the easement areas identified on the plat; (B) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (C) reasonable and necessary access by adjacent Owners for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes, sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like that are required for the development of the Property. Grantor reserves, for the

benefit of the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.3 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

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

10.5 ACHD Sidewalk Easements. Ada County Highway District has an easement on each Lot in this subdivision as set out in that "Public Right-of-Way Easement" recorded in Ada County on the 16th day of May, 2002 as Instrument No. 102056226 and the terms thereof are incorporated herein as if set forth in full. Generally, for all building Lots, this easement is the front two (2) feet of every Lot where the Lot is adjacent to a public street. The Lot boundary pins along public streets are often located inside the sidewalk.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2027, unless amended as provided. After December 31, 2027, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City having jurisdiction of this subdivision.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any amendment to this Declaration, shall

be by an instrument in writing signed and acknowledged by the President and Secretary of the Association stating that such amendment has been approved by the vote, or written consent, representing two thirds (2/3) or more of the total available votes in the Association. Any amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses of any Owner's property which existed prior to the said amendment.

11.5 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.6 Notices. Any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail (regular, certified or registered), or by overnight courier. Delivery shall be complete when served personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the address of the property or if the Owner has given a different address to the Association in writing then notices shall be given to that address. Such address may be changed from time to time by notice in writing to the Association. Notices to the Grantor and to the Association shall be given to that address of Grantor on page one until Owners are given notice in writing of another address for notice.

11.8 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Rivers End Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Rivers End Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

11.9 Successors and Assigns. All references herein to Declarant, Owners, the Association or person shall be construed to include all heirs, successors, assigns, Members, partners and authorized agents of such Grantor, Owners, Association or person.

DATED THIS 19 day of Aug, 2002.

Howell-Kiser Development Corporation

by *K. Howell*
Title: Pres

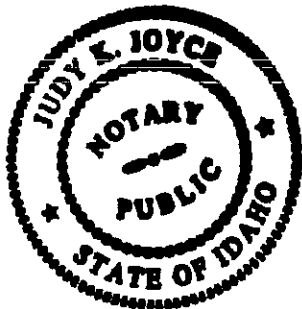
STATE OF IDAHO,)

) ss.

COUNTY OF Ada)

On this 19 day of August, 2002, before me, a notary public in and for said State, personally appeared *Ker.A Howell*, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Judy K. Joyce
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-31-05

TITLEONE CORPORATION

Authorized agent for:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: A028975 ST/KF

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

A parcel of land being portions of Government Lots 7 and 8 of Section 16, Township 4 North, Range 1 East, Boise Meridian, and portions of Government Lots 1 and 2 of Section 21, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 5/8 inch iron pin monument from which an aluminum cap monument marking the South Quarter corner of said Section 16 bears
South 88°44'02" West 83.41 feet and from said South Quarter corner a brass cap monument marking the Southeast corner of said Section 16 bears
South 89°43'52" East 2665.11 feet; thence
North 00°10'21" West 539.93 feet, said point being the REAL POINT OF BEGINNING; thence continuing
North 00°10'21" West 102.81 feet; thence
North 01°11'30" West 10.61 feet; thence
North 80°30'48" West 73.11 feet to a point on the Westerly boundary line of the Southeast Quarter of said Section 16, also being the Easterly boundary line of ISLAND WOODS SUBDIVISION NO. 4, as recorded in Book 76 of Plats at Page 8000, records of Ada County, Idaho; thence along said boundary lines also being the Eastern terminus of Island Woods Drive right-of-way
North 00°46'59" East 60.70 feet; thence leaving said boundary lines
South 80°30'48" East 70.98 feet; thence
North 01°11'30" West 25.44 feet; thence
South 80°30'48" East 16.03 feet to the beginning of a tangent curve to the left; thence along said curve 210.41 feet, said curve having a radius of 626.43 feet, a central angle of 19°14'41" and a long chord of 209.42 feet which bears North 89°51'52" East; thence
North 80°14'31" East 231.68 feet to the beginning of a tangent curve to the right; thence along said curve 292.72 feet, said curve having a radius of 755.00 feet, a central angle of 22°12'51" and a long chord of 290.89 feet which bears South 88°39'03" East to the beginning of a compound curve to the right; thence along said curve 733.39 feet, said curve having a radius of 1675.00 feet, a central angle of 25°05'11" and a long chord of 727.54 feet which bears South 65°00'02" East; thence
South 52°27'26" East 450.91 feet; thence
South 01°35'37" East 342.55 feet; thence
South 78°48'22" East 35.89 feet; thence
South 01°35'37" East 226.71 feet; thence
South 26°23'08" East 404.47 feet; thence
South 75°58'21" East 340.40 feet; thence
South 00°00'00" West 185.42 feet; thence
North 80°07'33" West 552.74 feet; thence
North 00°00'00" East 511.33 feet; thence
North 65°30'58" West 165.19 feet; thence
North 57°52'05" West 33.45 feet to the beginning of a non-tangent curve to the right; thence along said curve 93.29 feet, said curve having a radius of 345.00 feet, a central angle of 15°29'36" and a long chord of 93.01 feet

Exhibit A

TITLEONE CORPORATION

Authorized agent for:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: A028975 ST/KF

SCHEDULE C

(Continued)

which bears South 12°24'56" West; thence
North 66°38'36" West 154.03 feet; thence
North 78°56'34" West 262.83 feet; thence
North 66°09'58" West 25.84 feet; thence
North 22°21'09" West 41.44 feet to the beginning of a non-tangent curve to the right; thence along said curve
108.08 feet, said curve having a radius of 50.50 feet, a central angle of 122°37'19" and a long chord of 88.60
feet which bears North 69°53'39" West; thence
South 69°59'10" West 48.87 feet; thence
North 60°54'59" West 327.04 feet; thence
North 25°52'18" West 86.06 feet; thence
North 50°27'23" West 400.95 feet; thence
North 32°26'42" East 70.23 feet; thence
North 57°33'18" West 30.00 feet; thence
South 32°26'42" West 71.47 feet to the beginning of a tangent curve to the right; thence along said curve 25.13
feet, said curve having a radius of 509.92 feet, a central angle of 2°49'24" and a long chord of 25.13 feet which
bears South 31°02'00" West; thence
North 48°34'58" West 449.92 feet to the REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land being portions of Government Lots 7 and 8 of Section 16, Township 4 North, Range 1 East, Boise Meridian, and portions of Government Lots 1 and 2 of Section 21, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a 5/8-inch iron pin monument from which an aluminum cap monument marking the South Quarter corner of said Section 16 bears
South 88°44'02" West 83.41 feet and from said South Quarter corner a brass cap monument marking the
Southeast corner of said Section 16 bears
South 89°43'52" East 2665.11 feet; thence
North 00°10'21" West 539.93 feet; thence continuing
North 00°10'21" West 102.81 feet; thence
North 01°11'30" West 10.61 feet; thence
North 80°30'48" West 73.11 feet to a point on the Westerly boundary line of the Southeast Quarter of said
Section 16, also being the Easterly boundary line of Island Woods Subdivision No. 4 as recorded in Book 76 of
Plats at Page 8000, records of Ada County, Idaho; thence along said boundary lines also being the eastern
terminus of Island Woods Drive right-of-way
North 00°46'59" East 60.70 feet; thence leaving said boundary lines
South 80°30'48" East 70.98 feet; thence
North 01°11'30" West 25.44 feet; thence
South 80°30'48" East 16.03 feet to the beginning of a tangent curve to the left; thence along said curve 210.41
feet, said curve having a radius of 626.43 feet, a central angle of 19°14'41" and a long chord of 209.42 feet

TITLEONE CORPORATION

Authorized agent for:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment Number: A028975 ST/KF

SCHEDULE C

(Continued)

which bears North 89°51'52" East; thence
North 80°14'31" East 231.68 feet to the beginning of a tangent curve to the right; thence along said curve
292.72 feet, said curve having a radius of 755.00 feet, a central angle of 22°12'51" and a long chord of 290.89
feet which bears South 88°39'03" East to the beginning of a compound curve to the right; thence along said
curve 733.39 feet, said curve having a radius of 1675.00 feet, a central angle of 25°05'11" and a long chord of
727.54 feet which bears South 65°00'02" East; thence
South 52°27'26" East 450.91 feet; thence
South 01°35'37" East 342.55 feet to the REAL POINT OF BEGINNING; thence
South 78°48'22" East 35.89 feet; thence
South 01°35'37" East 226.71 feet; thence
South 26°23'08" East 404.47 feet; thence
South 75°58'21" East 340.40 feet; thence
South 00°00'00" West 185.42 feet; thence
North 80°07'33" West 552.74 feet; thence
North 00°00'00" East 511.33 feet; thence
North 01°35'37" West 174.16 feet; thence
South 88°14'01" West 100.94 feet to the beginning of a non-tangent curve to the left; thence along said curve
35.77 feet, said curve having a radius of 50.50 feet, a central angle of 40°35'14" and a long chord of 35.03 feet
which bears North 04°08'09" West; thence
North 88°14'01" East 102.72 feet; thence
North 01°35'37" West 48.66 feet to the REAL POINT OF BEGINNING.

**BY-LAWS
OF
RIVERS END NEIGHBORHOOD ASSOCIATION, INC.
(RiversEnd Subdivision)**

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is set out in the heading above and is hereinafter referred to as the corporation or as the "Association".

1.2 By-laws Applicability. The provisions of these By-laws are applicable to the corporation and subdivision named above, together with such subsequent phases, additions or annexations thereto as may hereinafter be brought within the jurisdiction of the Association.

1.3 Personal Application. All present and future Members, Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2 VOTING, QUORUM, PROXIES

2.1 Voting. Voting shall be as set out in the Covenants Conditions and Restrictions for this Subdivision (hereinafter referred to as "CC&R's" or "Declaration"). Except for the Class B Membership provided for in the CC&R's, and except as may be otherwise provided in the CC&R's, each Class A Member shall be entitled to one vote for each Building Lot owned by such Member. One Lot one vote for Class A Members

2.2 Quorum. The presence in person or by proxy of the Class B Member (if one), and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy.

ARTICLE 3 ADMINISTRATION

3.1 Duties. The Association shall have the duties set out in the CC&R's" for the subdivision set out above.

3.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings. Annual meetings of the members shall be held on May 30 of each year, unless a different date between April 15 and September 15 is selected by the Board. (If a weekend or holiday then the next business day.)

3.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

3.5 Notice of Meetings. Notice of meetings shall be given to all Members at the address of the Lot in the subdivision or to such address as provided in writing to the Association. The notice shall include all matters or issues to be voted on at the meeting

3.6 Order of Business. The order of business at meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers, including the reports of the President or financial officers, or their designated representatives, as to the activities and financial condition of the corporation; (e) reports of committees; (f) election of Directors, if Directors are to be elected; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association or by their representative, in order of their priority.

3.7 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least ten percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.8 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, or to receive reimbursement for out of pocket costs incurred in carrying out duties.

4.2 Powers and Duties. The Board has all powers and duties necessary

for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

4.3 Special Powers and Duties. In addition to the general powers the such powers and duties as set forth in the CC&R's, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's.

(f) To enforce the provisions of the CC&R's or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the pressurized irrigation system, all Common Area, if any, and to contract for and pay the expenses relating thereto.

(l) To grant easements or licenses as provided in the CC&R's.

4.4 Management and Other Agents. The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4.5 Term of Office; Election. The initial terms of the initial Directors shall be three (3) years. Thereafter, the terms of the Directors shall be for one (1) year. At the annual meeting where new Directors are to be elected, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority of the voting power present at such meeting. (Voting power is all the votes of the Class A and Class B Members together.) Cumulative voting is not permitted. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve. Nomination for election to the Board may be made by a nomination committee and/or made from the floor at the annual meeting by any Director, Officer or Member.

4.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the CC&R's, and to first mortgagees who have in writing so requested.

4.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

4.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the voting power present at the meeting and

a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

4.9 Board Meetings. The regular annual meeting of the Board shall follow the regular annual meeting of the Members unless determined otherwise by the Board. The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such meetings.

4.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

4.12 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.13 Quorum. A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.15 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and serve at the will of the Board. One person may hold two or more offices, except those offices of President and Secretary.

5.2 Election of Officers. The officers of the Association shall be elected by the Board for such term as determined by the Board.

5.3 Removal of Officers. Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice to the Board or to the President or Secretary of the Association.

5.4 Compensation. Any reasonable compensation of the officers, agents, and employees of the corporation shall be paid but only after authorization from the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. (No officer, employee or director who is an affiliate of Grantor may receive any compensation.)

5.5. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.6. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

5.8. Secretary. The Secretary shall record the votes and keep the

minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary and shall authenticate all corporation documents. The Secretary shall give, or cause to be given, notices of meetings. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner(if known), listing the names and addresses as furnished to the Association.

5.9. Treasurer. The Treasurer shall have responsibility for the Association finances and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, in accordance with the CC&R's, and shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 6. OBLIGATIONS OF OWNERS

6.1 Assessments. All Class A Owners are obligated to comply with all of the terms and conditions contained in the CC&R's and pay all Assessments set out in the CC&R's. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's.

6.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Association which are damaged through the fault of the Owner as set out in the CC&R's.

ARTICLE 7. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special

meeting for such purpose by a vote of the Class B Member (if one) and a 2/3 vote of the Class A Members present.

ARTICLE 8. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 9. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

10.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by

judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

10.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority of Members entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority thereof; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a

quorum of disinterested directors, gives a written opinion that indemnification is justified.

10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

10.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11. MISCELLANEOUS

11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

11.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

11.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

11.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

11.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.

Howell-Kiser Development
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED-REQUEST OF

FEE: 6-00 DEPOSIT: 0000
102100656

2002 SP -4 PM 2:40

First Amendment to that:

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERS END SUBDIVISION**

This First Amendment to that Declaration of Covenants, Conditions and Restrictions for Rivers End Subdivision is made this 3rd day of September, 2002, by Howell-Kiser Development Corporation (hereinafter "Grantor" or "Declarant"), whose address is 619 Queens Guard Way, Boise, Idaho 83709.

Original Recording. The Original Declaration of Covenants, Conditions and Restrictions was recorded the 21st day of August, 2002 in Ada County as Instrument No. 102094607. ✓

Paragraph 4.2.2 of the original Declaration is amended to read as follows:

"4.2.2 Basements; Roofs; Foundation: Due to the high water table, basements are strictly prohibited. Roofs must be at least 6 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be of the kind, colors and quality as set out in the Architectural Control Guidelines. The TOP of the foundation shall be a minimum of 18" above the elevation of the back of the curb."

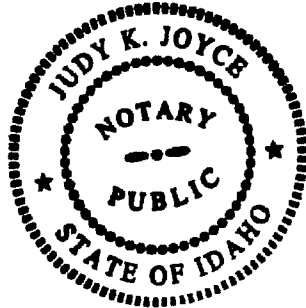
[The effect of this amendment is to remove the following sentence from the original section 4.2.2: "The top of the foundation may not be more than 24" above the back of the curb unless approved by the Board."]

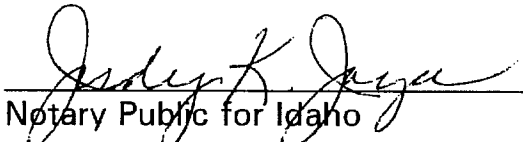
Howell-Kiser Development Corporation
by K. Howell
Title: President

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 3rd day of September, 2002, before me, a notary public in and for said State, personally appeared Kevin Howell, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-21-2005



Second Amendment to that:

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERS END SUBDIVISION

This Second Amendment to that Declaration of Covenants, Conditions and Restrictions for Rivers End Subdivision is made this 15 day of April, 2003, by Howell-Kiser Development Corporation (hereinafter "Grantor" or "Declarant"), whose address is 619 Queens Guard Way, Boise, Idaho 83709.

Original Recording. The Original Declaration of Covenants, Conditions and Restrictions was recorded the 21st day of August, 2002 in Ada County as Instrument No. 102094607.

The Original Declaration is hereby amended by Declarant to add a new Paragraph 4.6.15. This new Paragraph shall read as follows:

4.6.15 Playground Equipment; Basketball Hoops. Installation of any playground equipment and trampolines shall first be approved by the Board of the Association and the approval thereof shall be at the Board's sole discretion. If approved, such shall be installed at least ten (10) feet away from any side Lot line, shall be maintained in good condition and repair, and shall be adequately screened by landscaping from view of neighbors and Common Areas. The screening must first be approved by the Board prior to installation.

Basketball hoops, standards and nets, whether portable, on poles or attached to the building, are not allowed on any Building Lot.

Pursuant to Section 11.3 of the Original Declaration, Declarant has more than 2/3 of the available votes in the Association and consents to this amendment.

Howell-Kiser Development Corporation

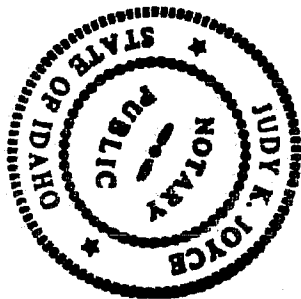
by *Kevin A. Howell*
Kevin A. Howell, President

by *James W. Kiser*
James W. Kiser, Secretary

STATE OF IDAHO)
) ss.
COUNTY OF Ada)

On this 15 day of April, 2003, before me, a notary public in and for said State, personally appeared Kevin Howell and James W. Kiser, known or identified to me to be the President and Secretary, respectively, of the corporation that executed the instrument and the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Judy K. Joyce
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-21-05



**SPECIAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

WETLANDS MITIGATION AREAS

THIS SPECIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WETLANDS MITIGATION AREAS is made effective the 21 day of September, 2007, by Howell-Kiser Development Corporation (hereinafter "Grantor" or "Declarant") whose address is 619 Queens Guard Way, Boise, Idaho 83709.

DECLARATION

1. **Property Covered.** The Property subject to this Special Declaration of Covenants, Conditions and Restrictions for Wetlands Mitigation Areas (hereinafter referred to as "Declaration") are those "Wetlands Mitigation Areas" in Lots 26, 27, 28, 29 and 30, Block 1, RiversEnd Subdivision No. 1 which are depicted on Exhibit A attached hereto and incorporated herein by reference.

2. **Runs with the Land.** This Declaration shall be perpetual and shall run with the land described herein and shall be binding upon all persons with any right, title or interest in the land and the successors and assigns therein. Each Owner by accepting a deed to any of the property described herein, and each occupant or tenant, by occupying or renting any part of the premises specifically agrees to be bound by this Declaration.

3. **Amendment Needs Approval of the U.S. Army Corps of Engineers.** This Declaration may only be amended with the written approval of the directly affected respective Lot Owners and the U.S. Army Corps of Engineers.

4. **Purpose of Declaration.** The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, and conditions that apply to the "Wetlands Mitigation Areas" referred to herein. These wetlands mitigation areas have been constructed to create and encourage the success of wetlands in these areas.

5. **Easement for Maintenance of Wetlands Mitigation Areas.** Grantor hereby reserves unto Grantor (and to Grantor's principals, successors and/or assigns and the Rivers End Neighborhood Association, Inc.) an easement over and across the properties described herein for the purpose of maintaining and establishing the Wetlands Mitigation Areas set out herein. For three years from the date of the recording of this Declaration the Declarant (and the Declarant's principals) shall maintain the Wetlands Mitigation Areas. This time may be extended as required by the U.S. Army Corps of Engineers. Thereafter these areas shall be maintained by the respective owners of the property which contains a portion of the Wetlands Mitigation Area.

6. **Basic Restrictions.** The Wetlands Mitigation Areas shall be and remain to the extent practical as wetlands areas and the following restrictions shall apply:

- A) The Wetlands Mitigation Areas shall remain protected and no buildings shall be constructed or allowed therein.
- B) No fill shall be added to the Wetlands Mitigation Areas. Prohibited fill includes, but is not limited to, the following: sand, gravel, cobble, rock, top soil, sand bags, water bladders, bricks, concrete blocks, keystone blocks, railroad ties, and any material that would have the effect of fill and result in the raising of the ground elevation.
- C) No pathways shall be constructed in the Wetlands Mitigation Areas.
- D) While trees and shrubs may be planted in the Wetlands Mitigation Areas, there shall be no increase in the elevation of the planting area due to the planting of any trees or shrubs. Excess

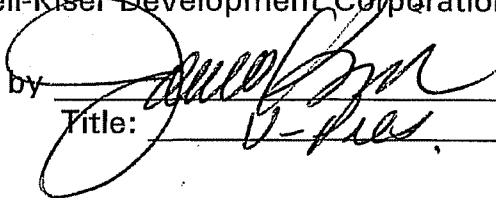
soil from any planting shall be removed to upland areas.

- E) The Wetlands Mitigation Areas shall be kept free of noxious weeds, and shall not be mowed except as part of noxious weed management.
- F) Dumping of grass clippings, or other materials in the Wetlands Mitigation Areas are strictly forbidden.
- G) Only plants appropriate for wetlands shall be planted in the Wetlands Mitigation Areas.
- H) Any modification of these restrictions requires the written approval of the U.S. Army Corps of Engineers.

7. **Priority.** This Declaration has priority over the Wetlands Mitigation Area and over any other CC&R's that are of record or may be of record in the future. In the event of any conflict between this Declaration and any other Declaration, this Declaration controls.

DATED THIS 28 day of Sept, 2007.

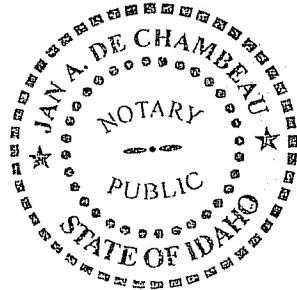
Howell-Kiser Development Corporation

by 
Title: V-Pres.

STATE OF IDAHO,)
) ss.
COUNTY OF Ada)

On this 18 day of Sept, 2007, before me, a notary public in and for said State, personally appeared James D. Kiser, known or identified to me to be the V-Pres of the corporation that executed the instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

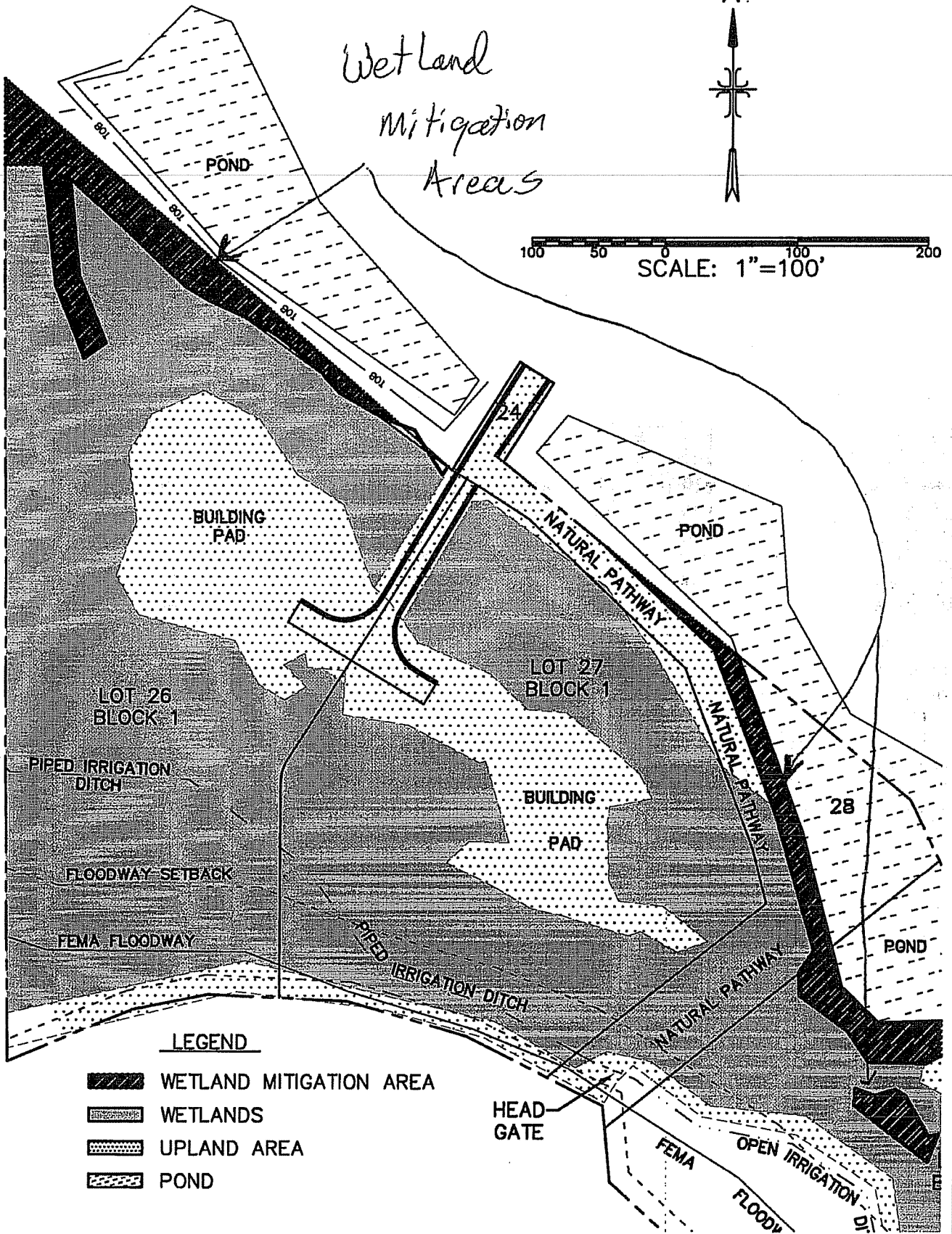


Jan De Chambeau
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: ~~12-31-10~~
4.9.09





Wet Land
Mitigation
Areas



100 50 0 100 200
SCALE: 1"=100'



LEGEND

-  WETLAND MITIGATION AREA
-  WETLANDS
-  UPLAND AREA
-  POND

HEAD GATE

REUSE OF DRAWINGS
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NO.	REVISION DESCRIPTION	BY	APPROVAL	DATE

CAD FILE: BASESHEET
PROJ. #: JCH10-05-029
PLOT DATE: 02/25/2007
LAST UPDATED: 02/25/2007
DRAWN BY: RL/EL
DESIGN BY: JCH
CHECKED BY: JCH



RIVERSEND NO. 3

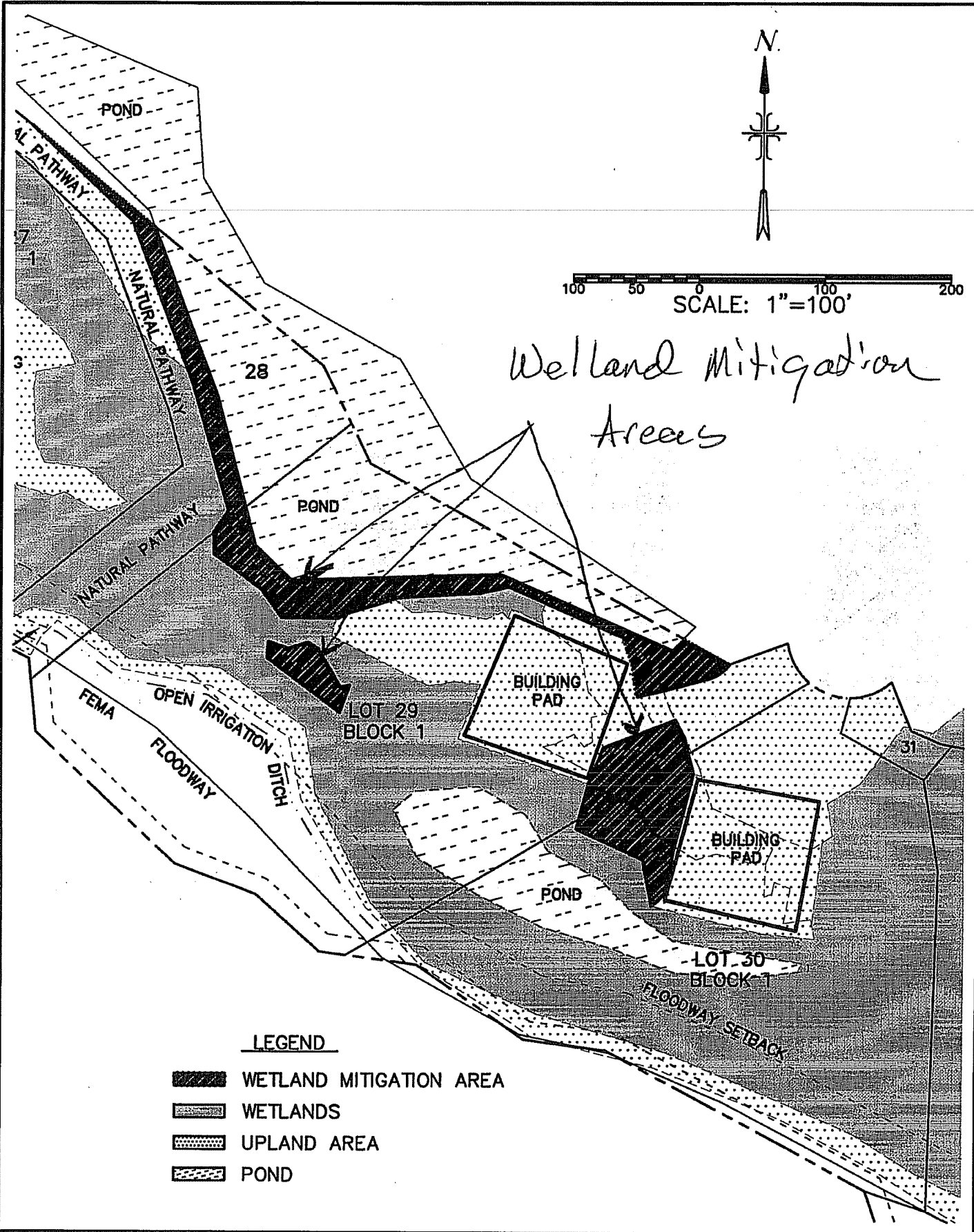
SHEET
1
OF
2

Exhibit A-1







100 50 0 100 200
SCALE: 1"=100'

Wetland Mitigation Areas



LEGEND

-  WETLAND MITIGATION AREA
-  WETLANDS
-  UPLAND AREA
-  POND

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CAD FILE: BASESHEET
PROJ. #: JCH10-05-029
PLOT DATE: 9/25/2007
LAST UPDATED: 9/25/2007
DRAWN BY: RL/EL
DESIGN BY: JCH
CHECKED BY: JCH



RIVERSEND NO. 3

SHEET 2 OF 2

Exhibit A2

NO	REVISION DESCRIPTION	BY	DATE



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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
RIVERS END NEIGHBORHOOD ASSOCIATION, INC.**

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
RIVERS END SUBDIVISION,
RIVERS END SUBDIVISION NO. 2 AND
RIVERS END SUBDIVISION NO. 3**

THIS AMENDMENT IS EXECUTED PURSUANT TO ARTICLE 11, §11.3 of the Declaration of Covenants, Conditions and Restrictions of RIVERS END SUBDIVISION recorded on August 21, 2002 as Instrument No. 102094607 in the Records of the Ada County Recorder, Boise, Idaho, hereinafter “RIVERS END CC&R’s”, pursuant to Article 1, §1.1 and Article 11, §11.3 of the Declaration of Covenants, Conditions and Restrictions of RIVERS END SUBDIVISION No. 2 recorded on September 3, 2004 as Instrument No. 104113933 in the Records of Ada County Recorder, Boise, Idaho, hereinafter “RIVERS END 2”, annexing said Subdivision into Rivers End Subdivision No. 1, and pursuant to Article 1, §1.1 and Article 11, §11.3 of the Declaration of Covenants, Conditions and Restrictions of RIVERS END SUBDIVISION No. 3 recorded on September 28, 2007 as Instrument No. 107135304 in the Records of Ada County Recorder, Boise, Idaho, hereinafter “RIVERS END 2”, annexing said Subdivision into the jurisdiction of Rivers End Subdivisions No. 2 and No. 3.

Article 11, Section 11.3 of the RIVERS END CC&R’s, RIVERS END 2 CC&R’s, and RIVERS END 3 CC&R’s provide that:

“Any amendment to this Declaration, shall be by an instrument in writing signed and acknowledged by the President and Secretary of the Association stating that such amendment has been approved by the vote, or written consent, representing two thirds (2/3) of the total available votes in the Association. Any amendment shall be effective upon recording with the County Recorder of such amendment.”

This purpose of this Amendment is to bring the RIVERS END CC&R's, RIVERS END 2 CC&R's, and RIVERS END 3 CC&R's into full compliance with the provision of Idaho law regarding Fines and Assessments. This Amendment modifies the RIVERS END CC&R's, RIVERS END 2 CC&R's, and RIVERS END 3 CC&R's as follows:

I. ASSESSMENTS AND FINES

- A. Article 8 entitled "Assessments" is hereby modified to read "Assessments and Fines."
- B. Article 8, Assessments and Fines, is hereby amended by the addition of the following new provision:

8.4 Limited Assessments and Fines. In addition to the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment and/or a Fine against a Member. Limited Assessments and Fines may be enforced through the same procedure applicable to any Assessment under these CC&R's.

8.4.1 A Limited Assessment is an assessment levied by the Association on one or more Lots for the purpose of securing payment by the Owner thereof of amounts expended by the Association to correct a condition of the Lot in violation of the CC&R's that the Owner has failed to cure or for the purpose of paying costs and expenses benefitting less than all Owners in the Property. The amount of any such assessment may include any costs of collection incurred by the Association, such as attorneys' fees and other administrative costs.

8.4.2 A Fine is a penalty for the Member's failure to bring either the improvements or uses on the Member's Lot into compliance with the provisions of the Declaration or other rules, regulations, policies and procedures adopted by the Board as part of the governing instruments for Rivers End Subdivision (No. 2 and No. 3)

8.4.2.1 The Board shall develop and adopt a Fine Assessment Procedure that conforms to the requirements of Idaho law, and in particular, the requirements of Idaho Code § 55-115(2). In the event that any further amendments are made to Idaho law with respect to the Association's authority to levy and collect fines, the Board may adopt rules, regulations, policies and procedures to conform to such amendments without further amendment to the CC&R's.

8.4.2.2 The Board may assess a Fine in such sum as the Board may deem reasonable, appropriate and necessary for the proper enforcement of the CC&R's per day, for each day that a Member is in violation of any provision of the CC&Rs and/or the condition of the Member's Lot is not in compliance with the requirements of the

CC&R's. The Fine amounts fixed by the Board shall be set out in the Fine Assessment Procedure distributed to all members with notification of each year's Annual Member's Meeting. The Board may assess an increased Fine amount for recurring violations.

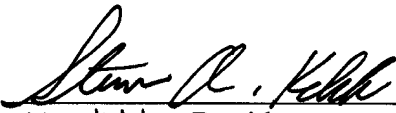
8.4.2.3 The imposition of a Fine by the Board shall be subject to the following statutory limitation:

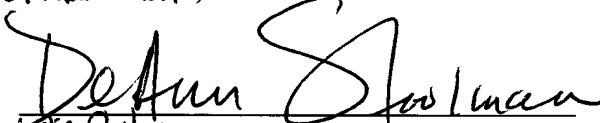
- (a) A majority vote by the board shall be required prior to imposing any fine on a member for a violation of any covenants and restrictions pursuant to the rules and regulations of the homeowner's association.
- (b) Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the member at least thirty (30) days prior to the meeting.
- (c) In the event the member begins resolving the violation prior to the meeting, no fine shall be imposed so long as the member continues to consistently address the violation in good faith until fully resolved.
- (d) No portion of any fine may be used to increase the remuneration of any board member or agent of the board.

8.4.2.4 Notwithstanding the foregoing statutory limitations, if the Member does not show good cause at the meeting referred to above at which the violation and/or non-compliance is addressed, the Board shall have the authority to impose the Fine retroactive to the original date on which the violation occurred and/or noncompliance was to have been corrected as set out in the Notice of Violation and Imposition of Fine to be delivered to the Member as part of the Fine Assessment Procedure.

Except as amended herein, the Declaration remains in full force and effect with no other change or modification.

DECLARANT
Rivers End Subdivision Homeowners Association


Steven Alan Kelch, President


DeAnn Leslie Spoolman, Secretary

Pursuant to Article 11, Section 11.3 of the Rivers End CC&R's, Rivers End 2

CC&R's, and Rivers End 3 CC&R's, the undersigned hereby certify and attest that they are the duly appointed, qualified and acting President and Secretary of the Rivers End Subdivison Homeowners' Association, and that this Amendment to each of the Rivers End CC&R's has been approved by the vote or written consent of Owners representing more than two-thirds (2/3) of the votes in the Association.

DECLARANT
 Rivers End Subdivision Homeowners Association

Steven A. Kelch
 Steven Alan Kelch, President

DeAnn Leslie Goodman
 DeAnn Leslie Goodman, Secretary

STATE OF IDAHO)
)
 COUNTY OF ADA)

On August 8, 2017, before me, the undersigned notary public, personally appeared Steven Alan Kelch and DeAnn Leslie Goodman, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their respective authorized capacities as the President and Secretary of Rivers End Subdivision Homeowner's Association.

Shurie Urquidi
 Notary Public of the State of Idaho
 Residing at: Meridian, ID 83646
 My commission expires: 10/28/22

