ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 111.00 37
BOISE IDAHO 06/13/08 08:12 AM
DEPUTY Danielle Boulette
RECORDED–REQUEST OF
Eaglefield Estates Subdivison
108068699

DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS

OF

EAGLEFIELD ESTATES SUBDIVISION

THIS DECLARATION is made on the date hereinafter set forth by Eaglefield, LLC, an Idaho limited liability company, hereafter referred to as "Declarant".

RECITALS

1. Declarant is the owner of all of that certain real property in Ada County, State of Idaho, hereinafter referred to as the "Property", described within the Final Plat for Eaglefield Estates Subdivision No. 1 a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. Eaglefield Estates Subdivision (sometimes referred to herein as the "Project" or "Subdivision") is a residential development, which Declarant currently intends to develop in accordance with existing development approval obtained from the City of Eagle or any other development plans for which Declarant may, from time to time, obtain approval. Certain portions of the Property may be developed for quality detached single-family residential homes, condominiums and patio homes. The Property may contain parcels of Common Area, as designated on a plat, including but not limited to ponds and streams, private open space, park areas, landscaping, recreational facilities, pedestrian walkways, bike paths, private streets, drives and other amenities and facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Declarant, and impose no obligation on Declarant as to how the property is to be developed or improved.

3. The purpose of this Declaration is to set forth basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property value, desirability and attractiveness to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Common Areas and the improvements located thereon in a cost effective and administratively efficient manner.

4. Declarant desires to subject the above described Property to certain Restrictions for the benefit of the Property and their present and subsequent Owners as hereinafter specified, and will convey the Property subject thereto.

NOW, THEREFORE, Declarant hereby declares that all of the Property above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Property and be binding on all parties now or hereafter having any right, title or interest therein unto any part hereof, and shall inure to the benefit of each owner thereof. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Declarant's right to complete development of the property and to construct improvements thereon, nor Declarant's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I
DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ACC" or "Architectural Control Committee" shall mean the Architectural Control Committee as established pursuant to Article XIII, below.

Section 2. "Association" shall mean and refer to Eaglefield Estates Homeowners Association, Inc., a nonprofit corporation organized or to be organized under the laws of the State of Idaho, its successors and assigns.

Section 3. "Common Area" shall mean all real property and improvements thereon (including private streets, drives, parking areas, pedestrian walkways, bike paths, recreational facilities and waterways) owned by the Association for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to, the following lots: Lots 2 and 14, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 5, Block 5; Lots 5 and 27, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lots 1 and 12, Block 15; Lot 1, Block 16.

Section 4. "Declarant" shall mean and refer to Eaglefield, LLC, an Idaho limited liability company, its successors and, subject to the provisions of Article XVIII, Section 4, its assigns.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions or a Supplemental Declaration applicable to the Property or any portion thereof recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 6. "Dwelling Unit" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom. A Dwelling Unit may be either attached to or detached from other Dwelling Units.

Section 7. "First Mortgagee" shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage.

Section 8. "The Cedars" shall mean Lots 1 through 10 located on Block 3, Lots 1 through 22 located on Block 4, Lots 1 through 11 located on Block 5 and Lots 1 through 27 located on Block 6.

Section 9. "The Gables" shall mean Lots 1 through located on 14 Block 1 and Lots 1 through 5 located on Block 2.

Section 10. "Institutional Holder" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 11. "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common Areas.

Section 12. "Mortgage" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 13. "Mortgagee" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the Office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof, including, but not limited to, that certain final plat for Eaglefield Estates Subdivision No. 1, recorded in the Office County Recorder's Office on May 15, 2008 as Instrument No. 108057394

Section 16. "Property" shall mean and refer to that certain real property hereinabove described, along with any real property which is annexed thereto pursuant to Article XVII, below.

Section 17. "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to any portion of the Property.

Section 18. "Waterway" or "Waterways" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, the banks thereof and adjacent landscaping, including pumps, pipes and other conveyancing apparatus used in connection therewith which is located on the Property and which is included within or managed as Common Area.

ARTICLE II
PROPERTY RIGHTS; RESERVATION OF WATER RIGHTS

Section 1. Enjoyment of Common Area: Each owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject, however, to the following provisions:

A. The right of the Association to charge reasonable maintenance and other fees for the use and maintenance of any landscaping improvement or recreational facility situated upon the Common Area.

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

C. The right of the Association to limit the number of members permitted to use the Common Area.

D. The right of the Association to charge reasonable admission fees for the use of any recreational facility situated upon the Common Area or otherwise controlled by an Association, including, particularly, the right to charge a special use fee for members who desire exclusive short-term use of such facility and who are willing to pay a special fee or assessment for such use.

E. The rights of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities; and, in aid thereof, to place a mortgage or trust deed thereon, which shall be a first and prior lien there against; provided that the Common Area may not be mortgaged or conveyed by the Association without the consent of at least 66-2/3% of the Owners (excluding the Declarant), and that any conveyance or mortgage of Common Area shall be subject to and subordinate to rights of ingress and egress of an Owner to his/her Lot.

F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and

subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

G. The right of the Directors of the Association to promulgate reasonable rules and regulations governing such right of use, from time to time, in the interest of securing maximum safe usage of such Common Area by the members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said property, including without being limited thereto, rules restricting persons under or over designated ages from using certain portions of said property during certain times and reasonable regulations and restrictions regarding vehicle parking.

Section 2. Delegation of Use: Any member may delegate, in accordance with the rules and regulations adopted from time to time by the directors, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers, provided they reside on the property at the time of use.

Section 3. Reservation of Water Rights: Except for water rights specifically transferred in writing to the Association, Declarant hereby reserves for and to Declarant all water rights and all entitlements to receive water that have been placed for beneficial use upon the Property or are appurtenant to or associated with the Property, including, without limitation, all licenses, permits, claims, permit applications, and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline.

ARTICLE III
ASSOCIATION

Section 1. Membership: Every Owner of a Lot which is subject to assessment shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the payment of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Such ownership shall be the sole qualification for membership and shall automatically commence upon a person becoming such Owner and shall automatically terminate and lapse when such ownership in said property shall terminate or be transferred. Absolute liability is not imposed on Owners/members for damage to Common Areas or Lots in the subdivision.

Section 2. Voting Rights: The Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an Interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Fractional votes shall not be allowed. The vote applicable to any said Lot being sold under contract of purchase shall be exercised by the contract seller, unless the contract expressly provides otherwise.

Class B: Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

2. the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Section 3. Assessments:

A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:

1. Regular annual or other regular periodic assessments or charges; and

2. Special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The regular and special assessments, together with interest, costs of collection and reasonable attorney's fees shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due. The obligation shall remain a lien on the Lot until paid or foreclosed, but shall not be a personal obligation of successors in title, unless expressly assumed.

B. Purpose of Assessments: The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property, for the operation, maintenance, repair and improvement of the Irrigation Water Supply System as defined in Article V, below and the Common Areas and facilities located thereon, for the reasonable expenses incurred in

the operation of the affairs of the Association, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, and for any other purpose reasonably authorized by the directors of the Association.

C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be $1000.00.

1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%), or the maximum percentage increase allowable by Federal National Mortgage Association (whichever is greater), above the maximum assessment as set forth above.

2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum; and said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

D. Initiation Assessment: Upon the initial conveyance of each lot, the purchaser thereof shall pay an initiation assessment in the amount of $500.00.

E. Special Assessments for Capital Improvements: In addition to the regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such special assessment shall be payable over such a period as the Association shall determine.

F. Notice and Quorum for Any Action Authorized Under Sections 3C and 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3C or 3E, above, shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%)

of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

G. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for non-exempt Lots,

H. Date of Commencement of Annual Assessments; Due Dates: The annual assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

I. Effect of Nonpayment of Assessments; Remedies of Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

J. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

K. Exempt Property: The following property, subject to this Declaration, shall be exempt from the assessments created herein:

1. All property expressly dedicated to and accepted by a local public authority;

2. The Common Area;

3. All other Property owned by the Declarant or an Association; and

4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE V
IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply: Each Lot shall have access to an Irrigation Water Supply System, to be constructed by Declarant and owned and operated by the Association. The Association shall be responsible for payment of the fees and charges from the Middleton Irrigation Association and all owners to which the system has been extended shall be required to pay their proportional assessment as provided in Section 3, below, regardless of actual use or non use of water from the irrigation system.

Section 2. Operation of the Irrigation Water Supply System: The Irrigation Water Supply System shall be operated in accordance with the laws of the State of Idaho and all rules and regulations promulgated from time to time by the Association and any governmental entity having jurisdiction thereof. The right to receive water from the Irrigation Water Supply System is, in any event, subject to availability of water. The Association shall have no liability for any temporary interruptions of water supply and delivery during times of drought or water shortage so long as necessary repairs are made in a reasonably prompt manner. The Association shall have the right to adopt and enforce reasonable rules regarding use of water, including but not limited to use schedules and limitations on the amount of water available for use on each Lot. The Association shall be permitted to enter into a contract with a qualified water system management and maintenance entity for the management and maintenance of the irrigation water supply system.

Section 3. Assessments: The Association shall have the right to establish, levy and collect an irrigation water supply system assessment pursuant to the following provisions.

A. Purpose of Assessments: The assessments levied hereunder by the Association shall be used exclusively for the operation, maintenance and improvement of the Irrigation Water Supply System.

B. Amount of Assessment: Annual assessments shall be levied against each Lot in the subdivision in accordance with the number of square feet contained in the said Lot so that the amount of the assessment for each Lot shall be based upon the percentage that the number of square feet of area in the Lot or Lots owned by each Member bears to the total number of square feet of area contained in the Property. The maximum annual assessment shall be set each year in such an amount as is necessary in order to generate sufficient funds to operate, improve and maintain the Irrigation Water Supply System, including the maintenance of adequate reserves, in a prudent and businesslike manner, and to comply with any and all requirements of any governmental

agency having jurisdiction thereof. Said assessments shall be payable to the Association in regular monthly or quarterly installments as may be determined by the Board of Directors.

C. Additional Provisions: To the extent applicable, the provisions of Article III, Section 3, paragraphs A, E, F, H, I, J and K herein shall be applicable to the levy and collection of assessments for the Irrigation Water Supply System to the same extent as if set out in full in this paragraph.

ARTICLE VI
STORM WATER DRAINAGE AND RETENTION SYSTEM

Section 1. Ada County Highway District Storm Water and Drainage Easement: Ada County Highway District (ACHD) is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 1, Block 1; and a portion of Lots 2, 4, and 5, Block 1; Lot 27, Block 6; Lots 1, 10 and 11, Block 12, and Lots 9, 10 and 12, Block 15 of Eaglefield Estates on which Declarant shall have constructed storm water retention ponds to be owned by the Association and operated and maintained as set forth herein. The easement granted hereby shall include the right to construct, install, maintain and replace a Storm Water Drainage and Retention System, together with the right of access thereto for all purposes consistent with this grant of easement. As used herein, the Storm Water Drainage and Retention System also includes the street gutters, drop inlets, storm drainpipes and all related facilities.

Section 2. Storm Water And Drainage Easement Area Restrictions: The drainage easement area described in this Article shall be improved with biovegetated grassy swalls in which no permanent buildings, fences, trees or structures shall be placed. Notwithstanding the foregoing, other landscaping improvements (for example, shrubs and grass) and playground equipment, benches and the like may be placed or installed in the biovegetated grassy swall areas, providing that the placement and installation of such improvements shall not interfere with the easements granted to ACHD hereunder or interfere with the Storm Water Drainage and Retention System. In the event any such improvements are placed or installed in the said easement area, ACHD shall have no responsibility or liability for any damage thereto or destruction thereof which may occur as a result of any reasonable maintenance or repair activities undertaken by ACHD.

Section 3. Operation and Maintenance of Storm Water Drainage and Retention System: The Association shall provide all "light" maintenance of the Storm Water Drainage and Retention System, including the storm water retention ponds described herein as specified in the Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Ponds Located within Eaglefield Estates, prepared by Landmark Engineering and Planning, Inc., Required maintenance shall include, but not be limited to the following:

A. Periodic inspection of the Storm Water Drainage and Retention System, including the banks of the retention area and biovegetated grassy swalls for water spots and other erosion, on at least a monthly basis;

B. Landscape maintenance including, but not limited to, mowing, trimming, fertilizing and irrigating, provided, however, any such irrigation shall not interfere with the operation of the Storm Water Drainage and Retention System;

C. Collection and disposal of any and all trash and debris found in and around the easement area; and

D. Periodic inspection of the bottom of the biovegetated grassy swall areas for the accumulation of sediment or organics,

Section 4. Association's Failure to Maintain: Ada County Highway District Remedies: In the event that ACHD determines in its sole discretion, that the Association is not adequately maintaining the Storm Water Drainage and Retention System, then ACHD shall be permitted to do so; provided, however, that before undertaking maintenance of the said system, ACHD shall provide thirty (30) days advance written notice of its intention to do so and by which said notice shall specifically identify the maintenance which is then required. In the event the Association shall fail to complete the items of maintenance as specified in said notice within the thirty (30) day period provided, 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 storm water and drainage easement area to perform such maintenance and inspection of the Storm Water Drainage and Retention System. Should ACHD engage in maintenance of the Storm Water Drainage and Retention System after having provided the required notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association for the cost of the said maintenance and, if said 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 the subdivision with the power of sale as to each and every lot in order to secure any and all assessments levied against all Lots in the subdivision pursuant to this Declaration as if the 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, and all Lot owners, by accepting title to a Lot, agrees that all Lot owners in the subdivision are benefited property owners of such maintenance. The Association shall not be dissolved or relieved of its responsibility to maintain the Storm Water Drainage and Retention System without the prior written approval of ACHD.

Section 5. Heavy Maintenance of Storm Water Drainage and Retention System: ACHD shall perform the "heavy" maintenance of the Storm Water Drainage and Retention System which said "heavy" maintenance consists of periodically inspecting the Storm Water Drainage and Retention System to insure it is functioning properly, cleaning out the facility piping, and mucking out the facility when the sediment level exceeds the designed storage level. In the event ACHD shall elect not to perform such "heavy" maintenance, then the Association shall do so. Notwithstanding anything contained hereinabove to the contrary, ACHD shall own and be responsible for the operation,

maintenance and repair of all storm drains within the public rights-of-way and within any Ada County Highway District storm drain easements as may be depicted on the Plat.

ARTICLE VII
WATER RIGHTS AND WELLS

Declarant, in accordance with that Memorandum of Agreement with the City of Eagle dated September 13th, 2005, shall develop and complete wells to serve the household water needs of the owners for potable water and thereafter transfer the same to the City of Eagle.

ARTICLE VIII
PRIVATE STREETS

Declarant may elect to provide access to portions of the Property by a system or systems of private streets to be constructed by Declarant and owned and operated by the the Association for which the Association may be responsible. In the event Declarant elects to do so, such private streets shall be designated on the Plat of that portion of the Property to which access therefrom is to be provided, in which event a said private street shall be dedicated and restricted to the perpetual and indefeasible right of ingress and egress over and across the same for the exclusive use and benefit of the Owners and residents of the said Property, their guests and invitees. The provisions of this Article shall be implemented and the maintenance responsibilities set forth in a Supplemental Declaration applicable to that portion of the Property to be served by the said private streets.

ARTICLE VIII
PATHWAYS AND BIKE PATHS

Declarant may elect to provide one or more pathways and bike paths to be constructed by Declarant and owned and operated by the Association as part of the Common Area for which the said Association may be responsible. The location of the pathways may be designated on the Plat of, or in a Supplemental Declaration applicable to that portion of the Property on which it is to be located. Any such pathways and the property upon which they are located shall, for all purposes as are contained in this Declaration, be treated as if it were a part of the Common Area, subject, however, to the following special provisions:

A. Public access to, over, and across the designated pathways shall not be prevented at any time. It is understood that members of the public shall have a perpetual easement for the use and enjoyment of the designated pathways for so long as the said pathways shall be owed by an Association or its successors.

B. Notwithstanding anything to the contrary in this Declaration, Declarant or the Board of Director of the responsible Association may dedicate or transfer all or any part of any designated pathway to the city of Eagle or other governmental entity for such purposes and subject to such conditions as may be agreed

upon. The provisions of this Article may be implemented in a Supplemental Declaration applicable to that portion of the Property in which any designated pathway may be located.

ARTICLE IX
EASEMENTS

Section 1. Future Easements: An Association shall have the future right to provide for such easements across, upon and under the surface of its Common Area as platted herein as may be reasonably necessary to serve the interests and convenience of the property Owners of this subdivision for public or private ways, public utilities (including cable television), drainage, access, subterranean irrigation lines, eave and balcony overhangs.

Section 2. Easement for Maintenance: The Declarant and the Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon the Property, the Common Area, the Storm Water Drainage and Retention System and the Irrigation Water Supply System, including, but not limited to, snow removal, lawn maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, bush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

Section 3. Waterway Easements: Declarant hereby reserves for the benefit of the Association an easement for all waterways and related pipes, pumps and other equipment over, across and under all Lots and Common Areas to the extent reasonably required to maintain any Waterway system installed by Declarant on the Property. Declarant reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable.

Section 4. Easement for Irrigation Water Supply System: The Declarant and the Association shall have a permanent easement for the construction, maintenance and repair of the Irrigation Water Supply System and related pumps, pipes, and any other conveyancing apparatus in the utility, drainage and irrigation easements as depicted, described or set forth on the Plat. Declarant reserves the right to make any reconfiguration of any portion of the Irrigation Water Supply System which determines, in its own discretion, to be necessary, expedient or desirable.

ARTICLE X
MAINTENANCE RESPONSIBILITY

Section 1. Maintenance by the Association: The Association designated in this Declaration and any Supplemental Declaration shall provide maintenance to and be

responsible for the Common Areas and improvements thereon, including any Association owned streetlights, the Irrigation Water Supply System, the storm water drainage and retention system (as provided in Article V above), and any waterway which may be located upon a Lot.

In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. The Association shall have an easement for ingress, egress and maintenance as may be reasonably necessary to performing the maintenance duties of the Association.

Section 2. Maintenance by Owner: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit, and any parking strip or driveway located between the sidewalk and the street adjacent to his Lot. Maintenance of the parking strip or driveway shall be undertaken in accordance with the Operation and Maintenance Manual prepared by the Declarant. Prior to the construction of a Dwelling Unit thereon, each Owner shall be responsible to keep his Lot in a neat and aesthetically pleasing condition, reasonably free of weeds and accumulation of rubbish and debris. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred twenty (120) days of the damage or destruction.

Section 3. Failure of Owner to Maintain: In the event an Owner shall fail or refuse to perform its maintenance or repair obligations as set forth herein, the Association shall have the power to enter on to said Owner's Lot for the purpose of performing such maintenance or repairs as may be reasonably required and shall have the power to incur expenses therefore; provided, however, that the Board of Directors of the Association shall have delivered to such Owner written notice at least seven (7) days in advance of performing such maintenance and repairs describing the maintenance or repairs required to be made and advising the Owner of the Association's intent to perform such maintenance and repairs if the Owner fails or refuses to do so within the time set forth in such notice. The cost incurred by the Association in performing such maintenance or repairs, together with interest thereon from the date of expenditure at the rate of two percent (2%) per month, shall be added to and become part of the assessment to which such Owner's Lot is subject.

ARTICLE XI
PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Property and every Lot, and shall be for the benefit of and limitations upon all present and future Owners of the Property, or of any Lot therein:

A. Lot Use: No Lot, with the exception of the Common Area and the area known as the Gables, shall be used except for single-family residential purpose. No Lot

or the Common Area shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of a Dwelling Unit as permitted herein within one (1) year after the date of the first conveyance of a Lot to an Owner by Declarant unless otherwise approved in writing by the Declarant.

B. Animals: Except as is set forth in a Supplemental Declaration applicable to any portion of the Property, no animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except that two dogs, cats or other household pets may be kept within a Dwelling Unit or within a fenced area as may be approved by the ACC. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the ACC.

C. Garbage and Refuse Disposal: No part of the Property shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of the Property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the ACC and shall be kept in a clean and sanitary condition.

D. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. Outbuildings: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Property unless approved in writing by the ACC.

F. Parking Rights: Any automobile or other vehicle used by any Owner shall be parked in the garage or other enclosure which is a part of his Dwelling Unit.

G. Parking and Storage of Vehicles and Equipment: Parking and storage of boats, trailers, motorcycles, trucks larger than standard-size pickups, truck campers, motorhomes, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles (collectively, "vehicles and equipment"), shall not be allowed on any Lot nor on public ways or Common Area adjacent thereto, except under such circumstances, if any, as may be prescribed in writing by, and in the sole discretion of the Board of Directors of the Association, which discretion may not be challenged for having been exercised unreasonably. All other parking of Vehicles and Equipment shall be prohibited, except as approved in writing by the Board of Directors of the Association. Any vehicle awaiting repair or being repaired shall be removed from the Subdivision within 48 hours.

H. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three feet (3') and eight feet (8') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement.

I. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.

J. Sewer Restrictions: All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.

K. Mail Boxes: All mail boxes will be of consistent design, material and coloration as required by Declarant or the ACC and shall be located on or adjoining building Lot lines and places designated by or Declarant or the ACC.

L. Signs: No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a Dwelling Unit and Lot for sale by displaying a single, neat and standard sized sign on a Lot containing only such information as is required to indicate that the property is for sale. No other signs may be displayed on a Lot, including temporary signs advertising the names of the contractor, subcontractors, or financing institutions, unless such signs have been approved, in writing, by the ACC prior to installation.

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

N. Garage Doors: Garage Doors shall be closed except when open for a temporary purpose.

ARTICLE XII
BUILDING RESTRICTIONS

Section 1. Building Type and Size: With the exception of Common Area Lots and except as may otherwise be provided in a Supplemental Declaration applicable to that portion of the Property as is identified therein, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than single-family dwellings, which may not exceed thirty-five feet (35') in height, and a private garage for no more than three (3) motor vehicles without ACC approval in writing. Each dwelling unit may not be occupied by more than one (1) family.

Section 2. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as provided for in a Supplemental Declaration applicable to any portion of the Property as is identified therein or by the Eagle City Zoning Ordinance in effect at the time of the issuance of the building permit for such Lot.

Section 3. Construction Requirements: No Dwelling Unit or other improvements shall be constructed on any Lot unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved by the ACC in accordance with the provisions of Article XIII, below.

Section 4. Landscaping: Upon the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall have installed thereon such landscaping improvements as permitted or required by the ACC in accordance with the provisions of Article XIII, below.

Section 5. Fences: Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be set forth in the Rules and Regulations promulgated by the ACC in accordance with the provisions of Article XIII, below In general, open fencing , such as wrought iron, should be utilized to enhance the open feel of the Property.

Section 6. Garages and Accessory Outbuildings: Garage, accessory and outbuildings to be located on a Lot shall be subject to approval by the ACC and architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors.

Section 7. Building Elevations: With the exception of phases known as " The Gables" and "The Cedars" all dwelling Units shall be designed and constructed to ensure that a single elevation/design is not utilized more than four (4) times totally within a specific zoning area, and further that any one elevation/design is not repeated within a visual sight distance as approved by the ACC.

Section 8. Grading and Drainage: All Lots to be graded so that runoff either runs over the curb, or to the drainage easement, and no runoff shall cross onto another lot except within drainage easements. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

Section 9. Maintenance During Construction: The following requirements shall apply during the construction of improvements on a Lot:

A. All job sites are to be kept as clean as possible during construction. A receptacle for trash and debris shall be located on the subject Lot and shall not be overfilled nor shall debris be permitted to be blown by wind, tracked by vehicles or otherwise be permitted to accumulate on the subject Lot or on surrounding Lots or Common Areas. All dirt, nails, gravel and other building materials must be removed from the Street and sidewalk daily.

B. Vehicles belonging to workmen or used in the construction of the improvements on a Lot shall not be parked in front of occupied Dwelling Units or interfere with traffic on public or private streets.

C. Utilities, including power and water, shall not be taken from any other Lot without the approval from the Owner thereof.

D. All contractors and subcontractors shall be prohibited from keeping dogs at the job site.

E. Each Owner shall be responsible to repair any damage which may occur during the construction of any improvements to any road, mailbox, utility facility or other onsite or offsite improvement caused by the Owner or the Owner's agents or contractors.

In the event an Owner or an Owner's agent or contractor shall fail or refuse to comply with the maintenance requirements of this Section, the Declarant or an Association may take such remedial action as it deems appropriate, including but not limited to the cleanup of the Lot and surrounding areas, the costs of which may be added to and become a part of the assessment to which such Owner's Lot is subject

ARTICLE XIII
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Property, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant for so long as Declarant owns any Lot, part, parcel or portion of the Property. Thereafter, the members of the

Architectural Control Committee are to be appointed by the Board of Directors of the Association at each annual meeting of the Board.

Section 2. Approvals Required: No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

The Architectural Control Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing in such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed structure or alteration, the materials of which it is to be built, and the exterior color scheme in relation to the site upon which it is proposed to be erected. The Architectural Control Committee may also consider whether the design of the proposed structure or alteration is in harmony with the surroundings, the effect of the structure or alteration when viewed from adjacent or neighboring property, and any and all other facts which, in the Architectural Control Committee's opinion, shall affect the desirability of such proposed improvement, structure or alteration. Actual construction shall comply substantially with the plans and specifications approved.

Section 3. Submissions: Requests for approval of the Architectural Control Committee shall consist of such documents and other materials as may be reasonably requested by the Architectural Control Committee including, without limitation, the following:

A. Site Plan: A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements; and

B. Building Plan: A building plan which shall consist of the preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used.

C. Landscape Plan: A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, groundcover, shrubs, berms and mounding, grading, drainage, sprinkler system, fences, free-standing exterior lights, driveways, parking areas and walkways.

Section 4. Rules and Regulations: The Architectural Control Committee is hereby authorized to adopt rules and regulations to govern its procedures and the requirements for making submissions and obtaining approval as the Committee deems appropriate and in keeping with the spirit of due process of law. The Architectural Control Committee is further hereby empowered to adopt such rules and regulations as it shall deem appropriate, consistent with the provisions of this Declaration, pertaining to matters of design, materials, colors, and aesthetic interests. Any such rules and regulations may be amended from time to time, in the sole discretion of the Architectural Control Committee. The failure of the Architectural Control Committee to adopt any such rules and regulations shall not form the basis for an attack upon the exercise of Architectural Control Committee's discretion, it being the intent of this Declaration to provide the Architectural Control Committee with as broad discretion as is permissible under the law.

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Control Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion, including inspections which may be required.

Section 6. Waivers: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

Section 7. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions on height, size, floor area, or placement of structures or other similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. However, no variances will be granted for construction of structures or improvements, including without limitation, manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and

provisions of this Declaration or any Supplemental Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the owner's obligation to comply with all governmental laws and regulations affecting such owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 8. Liability: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or any other party, for any damage suffered or claimed on account of any act, action or lack thereof, or conduct of the Architectural Control Committee or any members thereof, so long as the Architectural Control Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

Section 9. Certification by Secretary: The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by the Secretary or Assistant Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and that said improvements have been made in accordance therewith, or a certificate as to any matters relating to and within the jurisdiction of the Association by the Secretary thereof, shall be conclusive evidence that shall fully justify and protect any title company certifying, guaranteeing or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrances from any action or suit under this Declaration. After the expiration of one (1) year following the issuance of a building permit therefor by municipal or other governmental authority, any structure, work, improvement or alteration shall, as to any purchaser or encumbrances in good faith and for value and as to any title company which shall have insured the title thereof, be deemed to be in compliance with all the provisions hereof unless a notice of noncompliance executed by the Association shall have appeared of record in the office of the County Recorder of Ada County, State of Idaho, or unless legal proceedings shall have been instituted to enforce completion or compliance.

Section 10. Construction and Sales Period Exception: During the course of construction of any permitted structures or improvements and during the initial sales period, the restrictions (including sign restrictions) contained in this Declaration or in any Supplemental Declaration shall be deemed waived to the extent necessary to permit such construction and the sale of all Dwelling Units; provided that, during the course of such construction and sales, nothing shall be done which will result in a violation of these restrictions upon completion of construction and sale. Further, Declarant shall have the right to select and use any individual Dwelling Units as models for sales purposes and, for so long as Declarant shall own any Lot, part, parcel or portion of the Property, Declarant shall have the right to use any clubhouse or similar facility owned or to be owned by the Association as a sales and marketing office or for other such similar uses.

Section 11. Local Architectural Control Committee: The Declarant may, at its option, create a Local Architectural Control Committee for the property designated by a Supplemental Declaration. Upon its formation, all proposals, plans and specifications for improvements within the designated property requiring approval of the Architectural Control Committee described above must be submitted to the Local Architectural Control Committee for approval, rather than being submitted to the Architectural Control Committee. Thus, all proposals, plans and specifications for improvements require the approval of either the Architectural Control Committee or the Local Architectural Control Committee, if such has been created, but not both such committees. Each provision of this Article XI shall apply to the Local Architectural Control Committee as if it were the Architectural Control Committee and to the Local Association as if it were the Master Association, except to the extent that such interpretation would be in conflict with the provisions of this Article XII.

ARTICLE XIV
INSURANCE AND BOND

Section 1. Required Insurance: The Association shall obtain and keep in full force and effect at all times the following insurance coverage provided by companies dually authorized to do business in Idaho. The provisions of this Article shall not be construed to limit the power or authority of the Association to obtain and maintain Insurance coverage in addition to any insurance coverage required hereunder in such amounts and in such forms as the Association may deem appropriate from time to time.

A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering all of the Common Areas, commercial spaces and public ways in the Property. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contain more than one hundred (100) Units, coverage shall be for at least $1,000,000 per occurrence, for personal injury and/or property damage.

C. Workmen's compensation and employers liability insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

Section 2. Optional Insurance: The Association may obtain and keep in full force and effect at all times the following insurance coverage provided by companies duly authorized to do business in Idaho.

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the Property, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

Section 3. Additional Provisions: The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XV
CONDEMNATION

Section 1. Consequences of Condemnation: If at any time or times, all or any part of the Common Area shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds: All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award," shall be payable to the Association owing the condemned Common Area.

Section 3. Apportionment: The condemnation award shall be apportioned among the Owners having an interest in the condemned Common Area equally on a per-Lot basis. The appropriate Association shall, as soon as practicable, determine the share of the condemnation award to which each Owner is entitled. Such shares shall be paid into separate accounts, one account for each Lot. Each such account shall remain in the name of the appropriate Association and shall be further identified by Lot number and the name of the Owner thereof. From each separate account, the Association, as attorney-in-fact, shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to Mortgagees and other lienors in the order of priority of their Mortgages and other liens and the balance remaining to each respective Owner.

ARTICLE XVI
MORTGAGEE PROTECTION

Notwithstanding anything to the contrary contained in this Declaration or in the Articles or Bylaws of the Association:

A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly assessments.

B. The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.

C. Any management agreement for the Property or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.

D. Any lien which an Association may have on any Dwelling Unit for the payment of assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such assessment lien is duly recorded.

E. Unless all institutional holders of First Mortgages have given their prior written approval, no Association shall:

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)

2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.

4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.

6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XVII
ANNEXATION

Section 1. Time for Annexation; Land Subject to Annexation: Declarant hereby reserves the right to annex any abutting, adjoining or contiguous real property, into the Project by recording a Notice of Annexation or Supplemental Declaration particularly describing the real property to be annexed and added to the Project created by this Declaration, pursuant to the provisions of this Article.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which Notice may be contained within a Supplemental Declaration affecting such property), except as may be provided for therein, the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it were originally covered by this Declaration and originally constituted a portion of the Property; and thereafter, the rights, privileges, duties and liabilities of the parties to this Declaration with respect to the added land shall be the same as with respect to the original land, and the rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots and Units within the added land shall be the same as in the case of the original land. Notwithstanding the foregoing, any Supplemental Declaration may provide a special procedure for amendment of any specified provision thereof, e.g., by a

specified vote of only the owners of Dwelling Units within the area subject thereto. Any provision of a Supplemental Declaration for which no special amendment procedure is provided shall be subject to amendment in the manner provided in this Declaration.

Section 2. Procedure for Annexation: Any of the above-described real property may be annexed into the Project by the recordation of a Notice of Annexation executed by Declarant and containing the following information:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and the Recorder's instrument number or the book and page of the official records of Ada County where this Declaration is recorded;

B. An exact legal description of the added land;

C. A statement that the provisions of this Declaration shall apply to the added land, except as set forth therein; and

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration.

Section 3. Deannexation: Declarant may delete all or a portion of the property described on Exhibit A and any annexed property from the Property and from coverage of this Declaration and the jurisdiction of the Association, so long as Declarant is the owner of all such property and provided that a Notice of Deannexation is recorded in the Office of the Ada County Recorder in the same manner as a Notice of Annexation. Members other than Declarant as described above, shall not be entitled to deannex all or any portion of the Property except on the favorable vote of all members of the Association and approval of Declarant so long as Declarant owns any Lot, part, parcel or portion of the Property,

ARTICLE XVIII
GENERAL PROVISIONS

Section 1. Enforcement: The Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In addition to the foregoing, the Association shall be entitled to impose a monetary penalty, not to exceed the sum of $100 per day, against an Owner who has caused or permitted a violation of any of the restrictions, conditions or covenants contained herein provided that the Owner is given fifteen (15) days advance written notice of the proposed monetary penalty and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Owner, be oral or in writing. The notice shall be given personally to such Owner or sent by first class or certified mail to the last known address

of such Owner as shown on the records of the applicable Association and shall state the place, date and time of the hearing. The hearing shall be conducted by the Board of Directors of the the Association or by a Committee composed of not less than three (3) persons appointed by the Board of Directors. Such hearing shall be conducted in good faith and in a fair and reasonable manner. Any Owner challenging the monetary penalty imposed as provided herein, including any claim alleging defective notice, must commence legal action within one (1) year after the date of the imposition of the said penalty. Any monetary penalty imposed as provided herein shall become a part of the assessment to which such Owner's Lot is subject.

Section 2. Recovery of Legal Expenses: In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration or in the event the Association retains legal counsel in connection with any of its methods of enforcement as set forth herein, the Association or the enforcing Owner shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by an Association shall be added to and become a part of the assessment to which such Owner's Lot is subject. Failure by the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment: The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by the Association or the legal Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided herein, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by members entitled to cast not less than sixty-six and two-thirds percent (66-2/3%) of the votes of membership. Any amendment must be recorded.

Section 5. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to an Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said property.

IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto subscribed and its corporate seal affixed this 12th day of June, 2008.

EAGLEFIELD, LLC

David Elcox
Managing Member

STATE OF IDAHO)
ss:
County of Ada)

On this 12th day of June, 2008, before me, a notary public, personally appeared David Elcox, known or identified to me to be the Managing Member, of Eaglefield, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

MELINDA R. MOORE NOTARY PUBLIC STATE OF IDAHO

Notary Public
My Commission Expires: 4/11/12

EXHIBIT A

FINAL PLAT FOR EAGLEFIELD ESTATES
SUBDIVISION NO. 1
(attached)

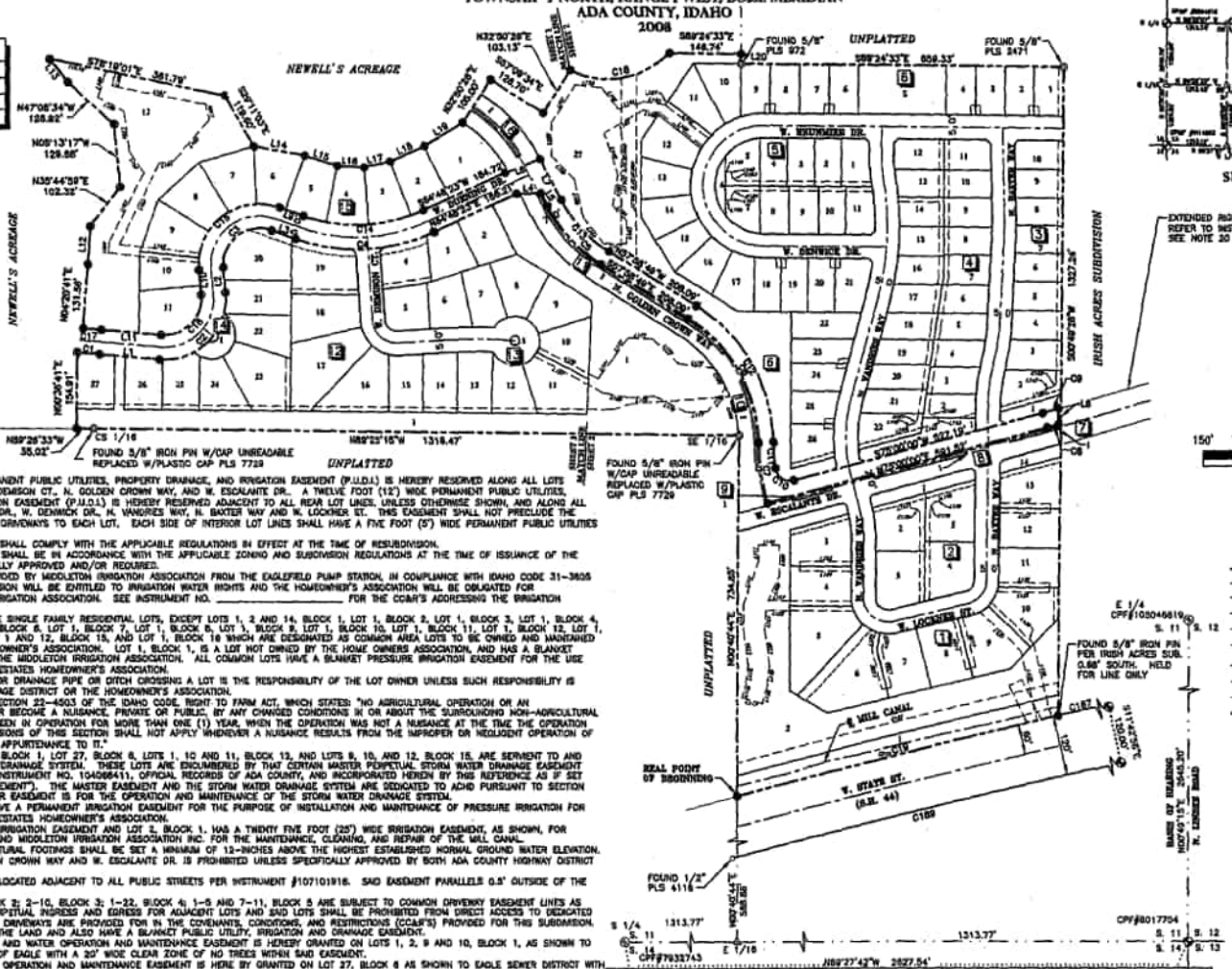
BK. 100 PG. 13150

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

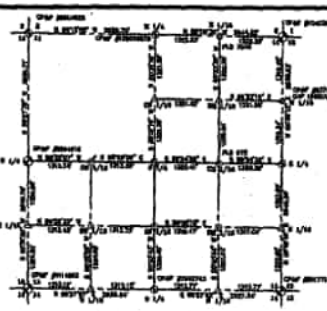
A PORTION OF LOTS 1, 2, 3, 6, 7 AND 8 AND THE VACATED RIGHTS-OF-WAY OF NEWELL'S ACREAGE,
A PORTION OF LOT 4 AND THE VACATED RIGHTS-OF-WAY OF THE COMPTON ANDREWS TRACT,
AND A PORTION OF THE SE 1/4 OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2008

LOT SUMMARY	
TOTAL LOTS	135
TOTAL BUILDABLE	116
TOTAL COMMON	19
TOTAL ACREAGE	38.75

LINE TABLE		
#	LENGTH	BEARING
L1	120.91'	S84°54'01"E
L2	52.21'	N04°05'49"W
L3	52.01'	S70°28'22"E
L4	48.85'	N86°21'00"E
L5	30.11'	S36°10'17"E
L6	32.32'	N02°48'28"E
L7	93.21'	N28°10'17"W
L8	76.70'	S88°01'35"W
L9	52.01'	N70°28'22"W
L10	52.21'	S04°05'49"E
L11	120.91'	N84°54'01"W
L12	78.55'	N04°13'38"E
L13	57.85'	N37°56'54"W
L14	106.79'	S80°14'44"E
L15	59.93'	S72°20'41"E
L16	55.61'	S88°52'27"E
L17	85.48'	N77°29'31"E
L18	78.41'	N69°21'31"E
L19	92.56'	N59°03'26"E
L20	20.00'	S00°40'44"W



SECTION TIES MAP
SCALE: 1" = 1600'



LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- LANDSCAPE EASEMENT LINE
- SECTION LINE
- EXISTING BOUNDARY LINE
- EXISTING RIGHT OF WAY
- TIE LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP
- FOUND IRON SPIKE
- SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 7729
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 7729
- CALC POINT
- LOT NUMBER
- BLOCK NUMBER
- W.C. WITNESS CORNER

NOTES:

1) A SIXTEEN FOOT (16') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ALONG ALL LOTS ADJACENT TO W. DURING DR., W. DENWICK CT., N. GOLDEN CROWN WAY, AND W. ESCALANTE DR.. A TWELVE FOOT (12') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ADJACENT TO ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, AND ALONG ALL LOTS ADJACENT TO; W. BRUMMER DR., W. DENWICK DR., N. VANDRIES WAY, N. BAXTER WAY AND W. LOCKNER ST. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT. EACH SIDE OF INTERIOR LOT LINES SHALL HAVE A FIVE FOOT (5') WIDE PERMANENT PUBLIC UTILITIES AND IRRIGATION EASEMENT.
2) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3) 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.
4) IRRIGATION WATER HAS BEEN PROVIDED BY MIDDLETON IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805 (B). EAGLEFIELD ESTATES SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE HOMEOWNER'S ASSOCIATION WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION. SEE INSTRUMENT NO. _____ FOR THE CC&R'S ADDRESSING THE IRRIGATION ASSESSMENTS TO INDIVIDUAL LOTS.
5) ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT LOTS 1, 2 AND 14, BLOCK 1; LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOT 8, BLOCK 5, LOT 3 AND 27, BLOCK 6, LOT 1, BLOCK 7, LOT 1, BLOCK 8, LOT 1, BLOCK 9, LOT 1, BLOCK 10, LOT 1, BLOCK 11, LOT 1, BLOCK 12, LOT 1, BLOCK 13, LOT 1, BLOCK 14, LOT 1 AND 12, BLOCK 15, AND LOT 1, BLOCK 16 WHICH ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. LOT 1, BLOCK 1, IS A LOT NOT OWNED BY THE HOME OWNERS ASSOCIATION, AND HAS A BLANKET IRRIGATION EASEMENT BENEFITING THE MIDDLETON IRRIGATION ASSOCIATION. ALL COMMON LOTS HAVE A BLANKET PRESSURE IRRIGATION EASEMENT FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
6) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
7) 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 NON-AGRICULTURAL 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 PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
8) A PORTION OF LOTS 2, 4 AND 5, BLOCK 1, LOT 27, BLOCK 6, LOTS 1, 10 AND 11, BLOCK 13, AND LOTS 9, 10, AND 12, BLOCK 15, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104086411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
9) SELECT LOT LINES, AS SHOWN, HAVE A PERMANENT IRRIGATION EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PRESSURE IRRIGATION FOR THE BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
10) LOT 1, BLOCK 1 HAS A BLANKET IRRIGATION EASEMENT AND LOT 2, BLOCK 1, HAS A TWENTY FIVE FOOT (25') WIDE IRRIGATION EASEMENT, AS SHOWN, FOR MIDDLETON MILL DITCH COMPANY AND MIDDLETON IRRIGATION ASSOCIATION INC. FOR THE MAINTENANCE, CLEANING, AND REPAIR OF THE MILL CANAL.
11) THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
12) DIRECT LOT ACCESS TO N. GOLDEN CROWN WAY AND W. ESCALANTE DR. IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY BOTH ADA COUNTY HIGHWAY DISTRICT AND CITY OF EAGLE.
13) AN ACHD SIDEWALK EASEMENT IS LOCATED ADJACENT TO ALL PUBLIC STREETS PER INSTRUMENT #107101916. SAID EASEMENT PARALLELS 0.5' OUTSIDE OF THE SIDEWALK.
14) LOTS 3-13, BLOCK 1; 2-5, BLOCK 2; 2-10, BLOCK 3; 1-22, BLOCK 4; 1-6 AND 7-11, BLOCK 5 ARE SUBJECT TO COMMON DRIVEWAY EASEMENT LINES AS SHOWN WHICH SHALL PROVIDE PERPETUAL INGRESS AND EGRESS FOR ADJACENT LOTS AND SAID LOTS SHALL BE PROHIBITED FROM DIRECT ACCESS TO DEDICATED STREETS. MAINTENANCE FOR SAID DRIVEWAYS ARE PROVIDED FOR IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) PROVIDED FOR THIS SUBDIVISION. SAID EASEMENT SHALL RUN WITH THE LAND AND ALSO HAVE A BLANKET PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT.
15) A THIRTY FOOT (30') WIDE SEWER AND WATER OPERATION AND MAINTENANCE EASEMENT IS HEREBY GRANTED ON LOTS 1, 2, 9 AND 10, BLOCK 1, AS SHOWN TO EAGLE SEWER DISTRICT AND CITY OF EAGLE WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
16) A THIRTY FOOT (30') WIDE SEWER OPERATION AND MAINTENANCE EASEMENT IS HERE BY GRANTED ON LOT 27, BLOCK 6 AS SHOWN TO EAGLE SEWER DISTRICT WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
17) SELECT LOT LINES, AS SHOWN, HAVE A LANDSCAPE EASEMENT FOR THE PURPOSE OF MAINTAINING LANDSCAPE BUFFERS FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. THE TEN (10) FOOT EASEMENT ALONG W. ESCALANTE DR. HAS BEEN PROVIDED TO MEET A THIRTY FOOT (30') LANDSCAPE BUFFER REQUIREMENT IN ACCORDANCE WITH EAGLE CITY CODE.
18) PORTIONS OF LOTS 1, 11-17 AND 23-27, BLOCK 12, HAVE AN EXISTING DRAINAGE EASEMENT AS SHOWN RESERVED FOR DRAINAGE DISTRICT NO. 2 AS MORE FULLY DESCRIBED IN INSTRUMENT #107023407 RECORDS OF ADA COUNTY.
19) LOTS 1-4, 8-8, 18-21 AND 23-28, BLOCK 6, ARE SUBJECT TO A TWENTY FOOT (20') BY TWENTY FOOT (20') SHARED ACCESS EASEMENT CONTAINING A COMMON DRIVEWAY.
20) ALL LOTS WITHIN THIS SUBDIVISION SHALL HAVE ACCESS TO UNDER ROAD OVER AN EXISTING PUBLIC RIGHT-OF-WAY EASEMENT GRANTED TO THE ADA COUNTY HIGHWAY DISTRICT AS INSTRUMENT NO. 107018472, RECORD OF ADA COUNTY, IDAHO.
21) THIS SUBDIVISION UTILIZES EXISTING ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY PER THAT GRANT DEED RECORDED AS INSTRUMENT NO. 107044388, RECORDS OF ADA COUNTY, IDAHO. THIS SUBDIVISION ALSO INCORPORATES PORTIONS OF THE VACATED STREETS PER THE PLATS OF NEWELL'S ACRES AND COMPTON ANDREWS TRACTS PER RESOLUTION 801 FOR VACATION AND ABANDONMENT RECORDED AS INSTRUMENT NO. 107044387, RECORDS OF ADA COUNTY, IDAHO.
22) ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057136.

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	45.24'	3078.00'	0°39'08"	45.24'	S88°13'38"E
C2	218.38'	125.00'	100°06'48"	191.65'	N48°03'08"E
C3	149.81'	78.00'	114°31'27"	126.17'	N59°19'24"E
C4	293.70'	378.00'	44°32'18"	286.37'	N67°10'00"E
C5	154.06'	398.50'	21°48'32"	181.69'	S42°04'33"E
C6	303.18'	304.50'	57°01'53"	290.81'	S29°27'22"E
C7	124.45'	495.50'	14°23'24"	124.12'	S06°07'38"E
C8	24.67'	495.50'	2°51'08"	24.66'	N73°34'28"E
C9	33.80'	485.00'	4°07'39"	33.49'	S72°56'10"W
C10	51.11'	30.00'	97°37'27"	45.15'	N56°11'18"W

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C11	52.39'	485.00'	6°26'37"	52.27'	N04°08'14"W
C12	353.56'	335.00'	67°02'53"	319.84'	N28°27'23"W
C13	147.12'	295.00'	31°46'32"	145.24'	N42°04'33"W
C14	353.87'	325.00'	44°43'13"	347.39'	S87°12'00"W
C15	349.88'	125.00'	114°21'27"	310.28'	S02°12'54"W
C16	131.03'	76.00'	100°06'48"	114.99'	S48°03'08"W
C17	37.37'	4025.00'	0°31'50"	37.37'	N87°08'59"W
C18	218.88'	178.00'	71°46'30"	205.43'	N62°43'09"E
C19	877.23'	23878.31'	1°41'24"	877.20'	S76°07'34"W
C189	1240.63'	23858.31'	2°58'36"	1240.58'	S73°43'48"W

DRAWING NO: C04023_02A_FP SHEET NO. 1 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
332 North Broadway Way Nampa, Idaho 83687
Phone (208) 442-5300 Fax (208) 466-2844

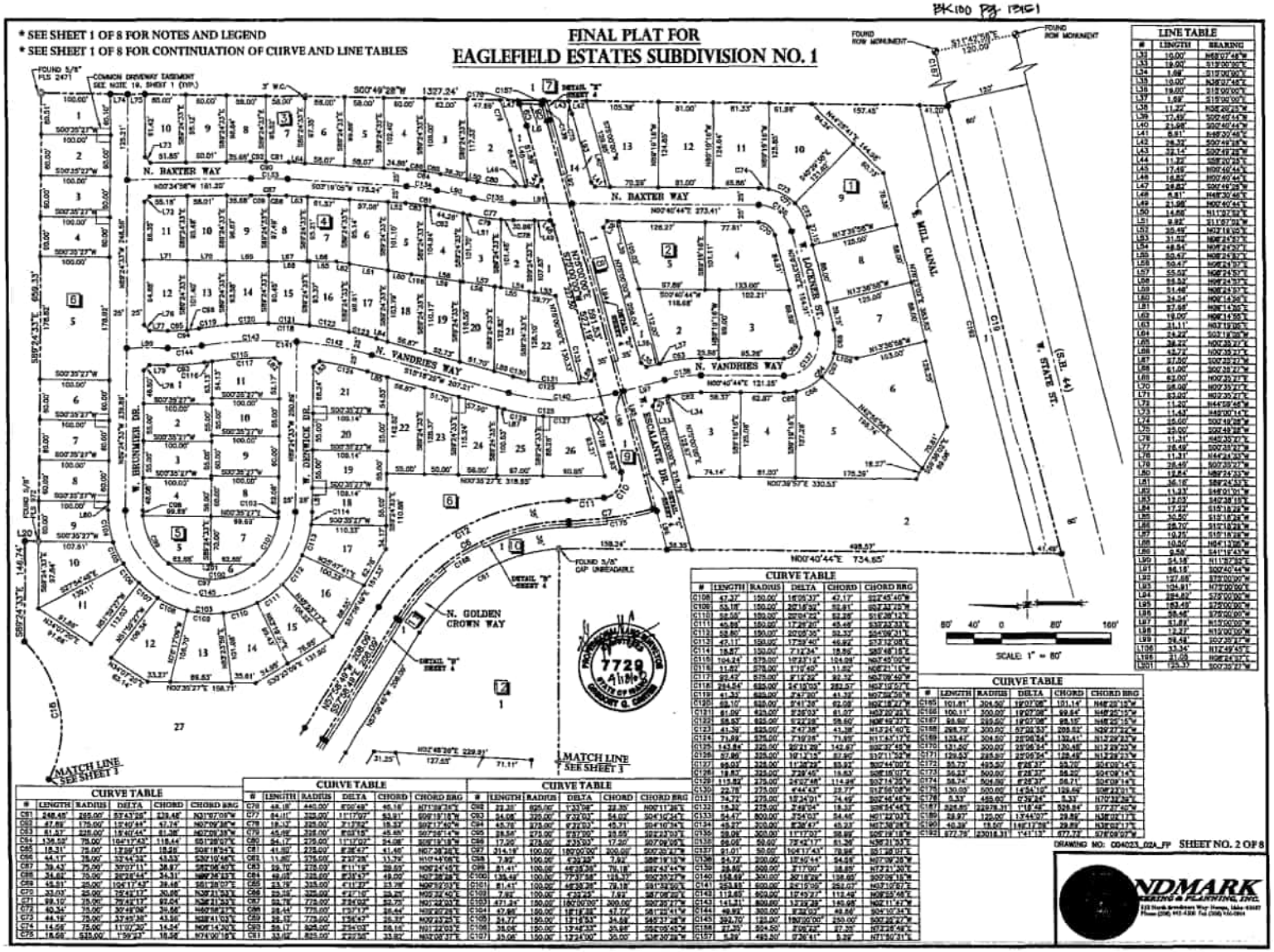
Exh. A - p.1.

BK100 PG 13151

Exh. A - p.2.

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1



LINE TABLE		
#	LENGTH	BEARING
L32	10.00'	N68°07'48"W
L33	19.00'	S19°00'00"E
L34	1.58'	S19°00'00"E
L35	10.00'	N36°07'48"W
L36	19.00'	S19°00'00"E
L37	1.58'	S19°00'00"E
L38	11.22'	N36°26'23"W
L39	17.49'	S00°40'44"E
L40	25.98'	S00°40'44"E
L41	6.81'	S48°30'46"E
L42	28.32'	S00°49'28"W
L43	32.14'	S00°49'28"W
L44	11.22'	S08°20'26"E
L45	17.49'	N00°40'44"W
L46	16.82'	N00°40'44"W
L47	24.82'	S00°49'28"W
L48	6.81'	N48°30'46"E
L49	21.98'	N00°40'44"W
L50	14.60'	N11°07'52"W
L51	9.92'	S11°07'52"E
L52	35.49'	N03°19'35"E
L53	31.02'	N06°24'57"E
L54	48.84'	N06°24'57"E
L55	50.47'	N06°24'57"E
L56	50.47'	N06°24'57"E
L57	55.02'	N06°24'57"E
L58	53.93'	N06°24'57"E
L59	51.46'	N06°24'57"E
L60	34.54'	N06°14'36"E
L61	52.66'	N06°14'36"E
L62	19.00'	N06°14'36"E
L63	31.11'	N03°19'35"E
L64	34.22'	S03°19'35"W
L65	38.32'	N00°35'27"E
L66	43.77'	N00°35'27"E
L67	57.50'	S00°35'27"W
L68	61.00'	S00°35'27"W
L69	58.00'	N00°35'27"E
L70	58.00'	N00°35'27"E
L71	63.00'	N00°35'27"E
L72	11.20'	N44°59'46"W
L73	11.42'	N48°00'14"E
L74	25.00'	S00°49'28"W
L75	25.00'	S00°49'28"W
L76	11.31'	N45°35'27"E
L77	28.49'	S00°35'27"W
L78	11.31'	N44°24'33"W
L79	28.49'	S00°35'27"W
L80	12.84'	N89°24'33"W
L81	36.10'	S89°24'33"E
L82	11.31'	S44°01'30"W
L83	12.03'	S40°38'15"E
L84	17.92'	S15°18'28"W
L85	30.50'	S15°18'28"W
L86	28.70'	S15°18'28"W
L87	19.21'	S15°18'28"W
L88	10.50'	N04°13'06"W
L89	9.58'	S41°19'43"W
L90	24.58'	N11°39'30"E
L91	56.18'	S00°40'44"W
L92	127.68'	S73°00'00"W
L93	126.81'	N73°00'00"E
L94	284.02'	S73°00'00"W
L95	163.49'	S73°00'00"W
L96	58.66'	S73°00'00"W
L97	51.83'	N17°00'00"W
L98	24.58'	N17°00'00"W
L99	58.66'	N73°00'00"E
L100	33.34'	N17°49'45"E
L101	51.83'	S08°24'31"E
L102	125.37'	S00°35'27"W

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C108	47.37'	150.00'	18°05'37"	47.17'	S12°45'40"W
C109	53.18'	150.00'	20°18'35"	52.91'	S32°34'35"W
C110	52.58'	150.00'	20°05'29"	52.29'	S14°38'13"W
C111	45.88'	150.00'	17°31'20"	45.48'	S33°23'33"E
C112	52.80'	150.00'	20°09'35"	52.52'	S54°09'31"E
C113	47.11'	150.00'	17°59'40"	46.92'	S73°12'08"E
C114	18.87'	150.00'	7°12'24"	18.86'	S85°48'15"E
C115	104.24'	575.00'	10°23'13"	104.09'	N67°45'09"W
C116	11.92'	575.00'	1°11'20"	11.92'	N56°21'14"W
C117	28.42'	575.00'	2°49'39"	28.42'	N53°39'49"W
C118	224.84'	525.00'	24°32'03"	223.17'	N52°15'07"W
C119	41.35'	525.00'	4°30'50"	41.34'	S67°56'58"E
C120	62.10'	525.00'	6°46'26"	62.06'	N62°18'27"W
C121	81.06'	475.00'	9°46'53"	81.07'	N63°20'21"E
C122	58.63'	525.00'	6°23'29"	58.60'	N56°49'37"E
C123	41.39'	525.00'	4°30'50"	41.38'	N52°24'40"E
C124	71.69'	525.00'	7°49'26"	71.63'	N13°43'17"E
C125	143.84'	225.00'	36°37'39"	141.42'	N03°23'45"E
C126	57.86'	325.00'	10°12'15"	57.78'	S13°11'09"W
C127	98.07'	325.00'	17°36'28"	97.70'	S04°44'00"E
C128	19.82'	325.00'	3°29'49"	19.82'	S08°16'02"E
C129	113.82'	275.00'	24°02'48"	113.00'	S07°15'35"W
C130	22.78'	275.00'	4°44'43"	22.77'	S12°56'08"W
C131	74.72'	275.00'	15°34'01"	74.49'	S07°46'48"W
C132	51.01'	50.00'	58°27'40"	48.83'	N61°40'34"E
C133	15.32'	275.00'	3°11'24"	15.32'	S04°54'44"E
C134	54.47'	500.00'	6°14'31"	54.44'	N01°32'04"E
C135	45.27'	500.00'	5°11'07"	45.25'	N07°38'38"E
C136	58.06'	300.00'	11°05'02"	58.00'	S05°19'18"W
C137	58.06'	50.00'	72°42'17"	54.27'	N36°21'53"E
C138	51.01'	50.00'	58°27'40"	48.83'	S61°40'34"W
C139	54.72'	200.00'	15°40'44"	54.55'	N07°36'36"W
C140	158.69'	200.00'	45°28'06"	154.55'	S07°08'18"W
C141	153.85'	500.00'	24°15'09"	152.67'	N01°32'04"E
C142	113.65'	500.00'	12°43'27"	113.46'	N06°55'48"E
C143	141.31'	500.00'	13°29'49"	140.88'	N02°11'47"W
C144	48.89'	300.00'	9°20'09"	48.84'	S04°10'34"E
C145	392.70'	125.00'	180°00'00"	250.00'	S00°35'27"W
C156	27.35'	524.50'	3°00'26"	27.35'	N73°28'48"E
C157	5.39'	483.50'	0°38'41"	5.39'	N71°50'31"E

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C185	101.81'	304.50'	19°07'06"	101.14'	N48°28'15"W
C186	100.11'	300.00'	19°07'06"	99.64'	N48°28'15"W
C187	98.86'	295.50'	19°07'06"	98.35'	N48°28'15"W
C188	268.73'	300.00'	51°20'35"	259.82'	N29°27'24"W
C189	134.47'	304.50'	25°18'24"	133.41'	N13°29'23"W
C170	131.60'	300.00'	25°08'24"	130.56'	N13°23'53"W
C171	129.53'	295.50'	25°06'24"	128.49'	N13°23'23"W
C172	33.72'	495.50'	3°53'37"	33.72'	S04°05'14"E
C173	56.53'	500.00'	6°28'32"	56.50'	S04°08'14"E
C174	56.74'	504.50'	6°26'37"	56.71'	S04°08'14"E
C175	130.09'	500.00'	14°54'10"	129.69'	S08°23'01"E
C176	5.53'	495.00'	0°38'24"	5.53'	N70°32'39"E
C177	326.85'	22978.31'	1°18'08"	326.84'	S77°27'46"W
C189	29.97'	120.00'	14°18'27"	29.89'	N38°02'17"E
C190	40.39'	13.50'	186°13'56"	26.89'	N36°02'17"E
C191	677.73'	23018.31'	1°41'13"	677.72'	S76°09'07"W

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	248.48'	225.00'	63°16'28"	236.48'	N31°07'09"W
C2	47.69'	175.00'	15°37'05"	47.74'	N07°09'36"W
C3	81.53'	225.00'	19°40'44"	81.38'	N07°09'36"W
C4	139.02'	75.00'	106°17'43"	118.44'	S01°28'07"E
C5	18.31'	75.00'	13°58'17"	18.26'	S08°18'54"W
C6	44.17'	75.00'	33°44'34"	43.53'	S32°10'48"E
C7	39.43'	75.00'	30°07'11"	38.97'	S62°06'40"E
C8	34.82'	75.00'	26°36'44"	34.51'	S88°36'33"E
C9	58.81'	25.00'	134°47'43"	39.46'	S61°38'07"E
C10	33.03'	25.00'	75°42'13"	30.69'	N39°21'53"E
C11	59.10'	25.00'	75°42'13"	55.04'	N36°21'53"E
C12	40.24'	25.00'	92°08'06"	36.06'	N53°08'27"E
C13	44.16'	75.00'	33°43'38"	43.53'	S08°41'03"E
C14	14.66'	75.00'	11°12'20"	14.24'	N06°14'36"E
C15	18.58'	525.00'	1°59'23"	18.58'	N74°00'18"E
C16	248.48'	225.00'	63°16'28"	236.48'	N31°07'09"W
C17	47.69'	175.00'	15°37'05"	47.74'	N07°09'36"W
C18	81.53'	225.00'	19°40'44"	81.38'	N07°09'36"W
C19	139.02'	75.00'	106°17'43"	118.44'	S01°28'07"E
C20	18.31'	75.00'	13°58'17"	18.26'	S08°18'54"W
C21	44.17'	75.00'	33°44'34"	43.53'	S32°10'48"E
C22	39.43'	75.00'	30°07'11"	38.97'	S62°06'40"E
C23	34.82'	75.00'	26°36'44"	34.51'	S88°36'33"E
C24	58.81'	25.00'	134°47'43"	39.46'	S61°38'07"E
C25	33.03'	25.00'	75°42'13"	30.69'	N39°21'53"E
C26	59.10'	25.00'	75°42'13"	55.04'	N36°21'53"E
C27	40.24'	25.00'	92°08'06"	36.06'	N53°08'27"E
C28	44.16'	75.00'	33°43'38"	43.53'	S08°41'03"E
C29	14.66'	75.00'	11°12'20"	14.24'	N06°14'36"E
C30	18.58'	525.00'	1°59'23"	18.58'	N74°00'18"E
C31	33.62'	825.00'	2°20'06"	33.62'	N83°08'31"E
C32	29.20'	825.00'	1°43'08"	29.20'	N81°17'36"E
C33	34.08'	825.00'	2°22'02"	34.08'	N79°13'24"E
C34	48.78'	825.00'	3°23'03"	48.77'	N76°32'03"E
C35	28.54'	275.00'	5°56'48"	28.53'	N73°38'36"E
C36	7.92'	100.00'	4°32'32"	7.92'	S85°19'18"W
C37	81.41'	100.00'	46°38'26"	79.18'	S62°42'44"W
C38	139.49'	100.00'	77°31'56"	128.93'	S02°20'27"W
C39	81.41'	100.00'	46°38'26"	79.18'	S61°32'30"E
C40	7.92'	100.00'	4°32'32"	7.92'	N89°24'45"E
C41	471.34'	150.00'	180°00'00"	300.00'	S00°35'27"W
C42	47.66'	150.00'	18°12'38"	47.72'	S81°32'41"W
C43	51.77'	150.00'	19°46'33"	34.68'	S62°27'24"W
C44	38.06'	150.00'	17°46'35"	35.68'	S52°05'45"W
C45	33.06'	150.00'	12°24'00"	33.00'	S38°30'28"W
C46	29.20'	825.00'	1°43'08"	29.20'	N81°17'36"E
C47	34.08'	825.00'	2°22'02"	34.08'	N79°13'24"E
C48	48.78'	825.00'	3°23'03"	48.77'	N76°32'03"E
C49	28.54'	275.00'	5°56'48"	28.53'	N73°38'36"E
C50	7.92'	100.00'	4°32'32"	7.92'	S85°19'18"W
C51	81.41'	100.00'	46°38'26"	79.18'	S62°42'44"W
C52	139.49'	100.00'	77°31'56"	128.93'	S02°20'27"W
C53	81.41'	100.00'	46°38'26"	79.18'	S61°32'30"E
C54	7.92'	100.00'	4°32'32"	7.92'	N89°24'45"E
C55	471.34'	150.00'	180°00'00"	300.00'	S00°35'27"W
C56	47.66'	150.00'	18°12'38"	47.72'	S81°32'41"W
C57	51.77'	150.00'	19°46'33"	34.68'	S62°27'24"W
C58	38.06'	150.00'	17°46'35"	35.68'	S52°05'45"W
C59	33.06'	150.00'	12°24'00"	33.00'	S38°30'28"W

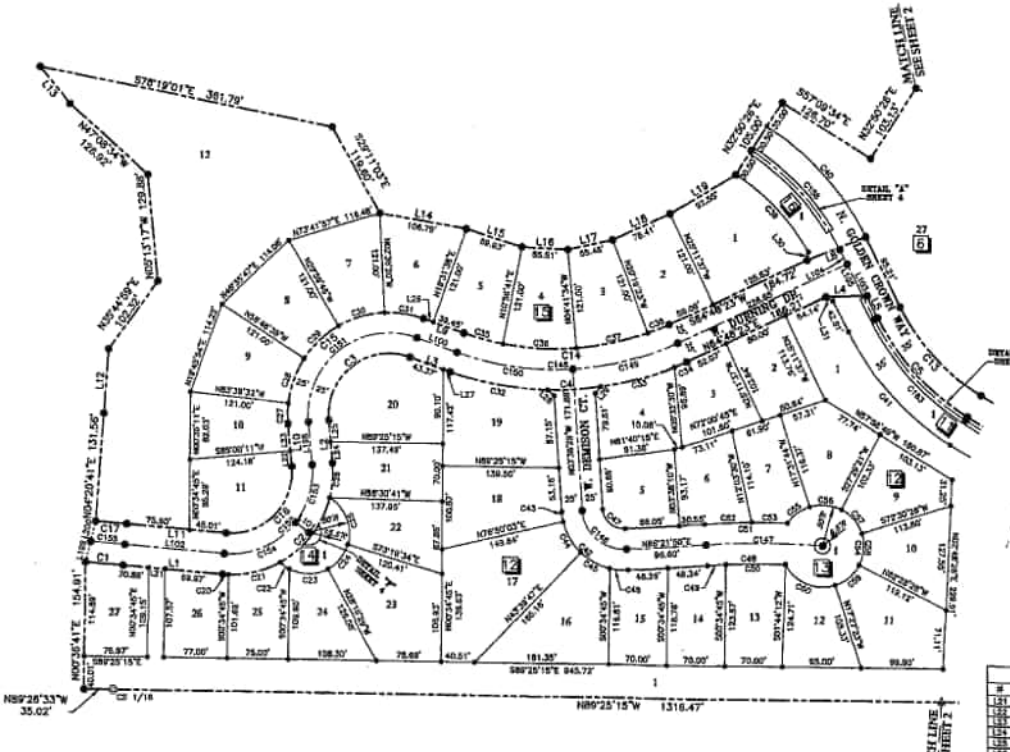
DRAWING NO: C04023_02A_FP SHEET NO. 2 OF 8

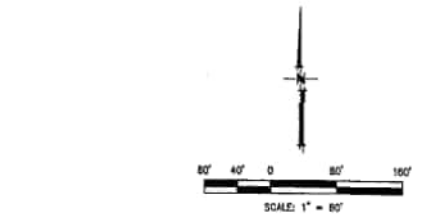
LANDMARK ENGINEERING & PLANNING, LLC

BK 100 PG 13152

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1





CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C01	7.26'	125.00'	3°19'28"	7.26'	S86°22'19"E
C02	69.24'	125.00'	30°30'33"	68.66'	N76°28'31"E
C03	13.59'	50.00'	15°34'28"	13.55'	S53°38'45"E
C04	49.33'	50.00'	56°34'30"	47.38'	N89°38'48"E
C05	39.29'	50.00'	45°01'05"	38.28'	N39°10'38"E
C06	80.48'	50.00'	79°01'44"	69.97'	N50°30'26"W
C07	43.11'	125.00'	19°46'16"	42.89'	N04°39'18"E
C08	23.74'	125.00'	11°30'17"	34.70'	S00°40'20"W
C09	58.03'	125.00'	26°50'33"	58.04'	S13°49'04"W
C10	58.00'	125.00'	26°48'54"	57.97'	S40°38'43"W
C11	59.70'	125.00'	27°22'26"	59.18'	S77°41'37"W
C12	48.39'	125.00'	22°07'58"	47.99'	N61°37'21"W
C13	118.29'	375.00'	18°04'33"	117.78'	S70°33'08"E
C14	92.66'	325.00'	14°38'28"	92.38'	N74°20'41"E
C15	16.15'	325.00'	2°50'52"	16.15'	N86°03'24"E
C16	48.69'	325.00'	8°34'56"	48.64'	S74°49'00"E
C17	88.70'	325.00'	15°38'16"	88.43'	S60°53'27"E
C18	88.84'	325.00'	15°39'46"	88.58'	N72°28'21"E
C19	87.84'	325.00'	4°56'14"	87.63'	N87°14'30"E
C20	129.33'	283.00'	27°10'31"	128.11'	N42°10'18"W
C21	181.18'	338.00'	30°42'17"	179.05'	N51°39'30"W
C22	185.98'	335.00'	31°48'22"	183.60'	S42°04'33"E
C23	117.80'	75.00'	90°00'41"	106.06'	S46°36'20"E
C24	12.47'	75.00'	9°31'22"	12.45'	S08°21'10"E
C25	43.42'	75.00'	33°10'16"	42.82'	S33°43'06"E
C26	39.91'	75.00'	30°29'21"	39.44'	S01°34'24"E
C27	22.00'	75.00'	16°48'36"	21.93'	S60°13'59"E
C28	39.27'	25.00'	90°00'41"	35.36'	S46°36'20"E
C29	94.39'	975.00'	5°32'55"	94.34'	S89°08'13"W
C30	21.83'	975.00'	1°16'58"	21.82'	S87°00'18"W
C31	72.64'	975.00'	4°16'07"	72.63'	S89°46'42"W
C32	100.33'	1025.00'	5°36'29"	100.29'	S89°10'09"W
C33	57.02'	1025.00'	3°11'14"	57.01'	S87°57'27"W
C34	43.31'	1025.00'	2°25'16"	43.31'	N86°14'19"W
C35	261.73'	60.00'	249°99'04"	80.01'	N52°10'55"E
C36	34.99'	50.00'	40°05'53"	34.61'	S00°48'50"W
C37	39.29'	50.00'	45°01'05"	38.28'	N89°51'11"W
C38	39.29'	50.00'	45°01'05"	38.28'	N45°09'06"W
C39	39.29'	50.00'	45°01'05"	38.28'	N00°50'59"E
C40	39.29'	50.00'	45°01'05"	38.28'	N44°09'06"E
C41	70.38'	50.00'	80°37'51"	64.70'	S87°06'28"E
C42	78.54'	50.00'	90°00'41"	70.71'	S46°36'20"E
C43	140.85'	1000.00'	8°03'31"	140.64'	N86°38'24"W
C44	273.18'	350.00'	44°43'19"	266.30'	N67°10'00"E
C45	131.98'	350.00'	21°33'58"	130.99'	N77°24'57"E
C46	141.53'	350.00'	23°10'07"	140.57'	S89°33'26"E
C47	199.96'	100.00'	114°31'37"	168.51'	S52°15'54"W
C48	176.70'	100.00'	100°00'24"	154.32'	N46°53'03"E
C49	74.49'	100.00'	42°40'39"	72.78'	N11°20'38"E
C50	100.31'	100.00'	57°28'53"	96.07'	N66°33'33"E
C51	41.31'	4000.00'	0°35'30"	41.31'	N85°11'48"W
C52	87.35'	324.50'	7°42'22"	87.35'	N72°28'48"E
C53	5.29'	483.50'	0°37'41"	5.29'	N71°50'41"E
C54	183.55'	300.00'	35°04'17"	180.69'	N41°38'50"W
C55	128.32'	304.50'	24°08'44"	128.16'	N44°05'48"W
C56	127.33'	300.00'	24°18'44"	126.14'	N44°05'48"W
C57	135.27'	304.50'	25°26'44"	134.10'	N44°02'48"W
C162	24.83'	300.00'	4°45'33"	24.81'	N38°33'03"W
C163	188.55'	300.00'	31°46'33"	184.42'	S42°24'33"E
C164	188.09'	304.50'	31°46'33"	184.86'	S42°24'33"E

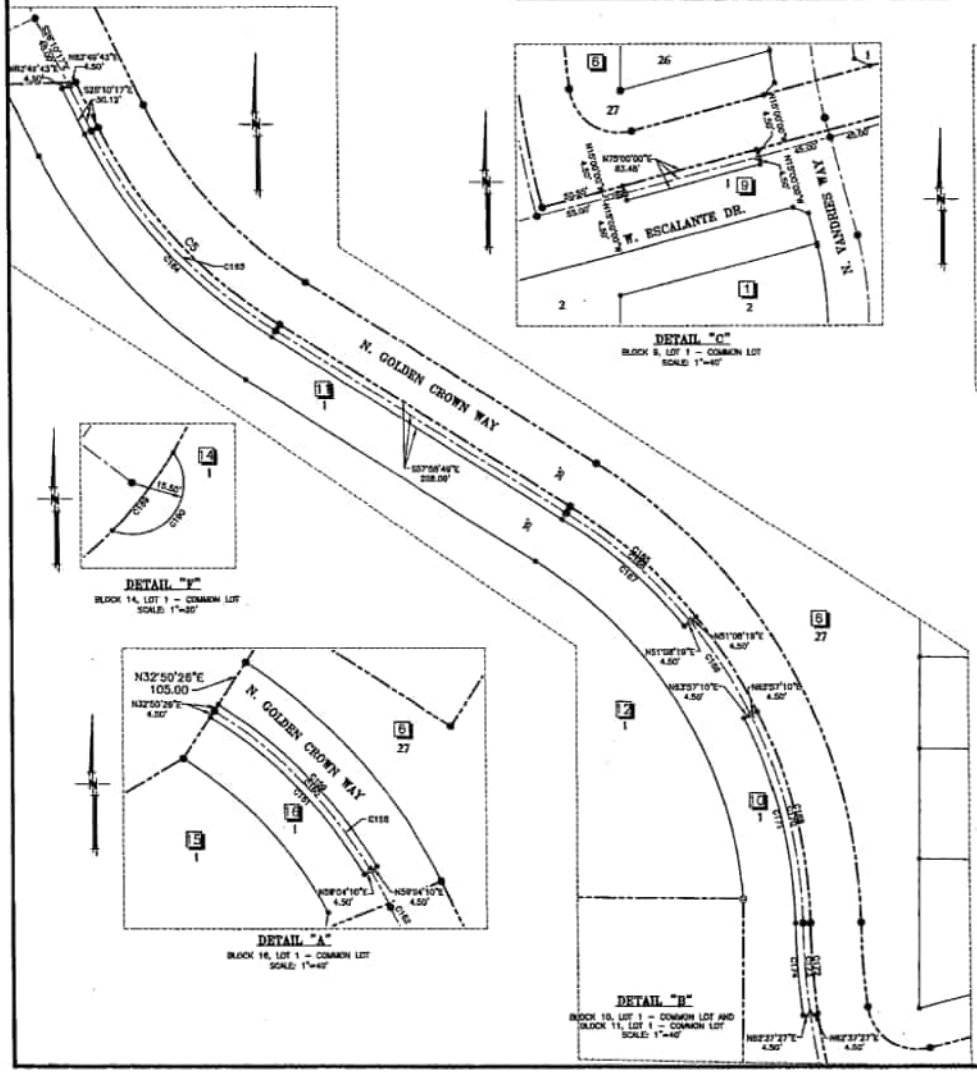
LINE TABLE		
#	LENGTH	BEARING
L21	20.08	N84°54'01"W
L22	15.84	N24°56'48"W
L23	13.17	N24°56'48"W
L24	28.12	N24°56'48"W
L25	26.08	N24°56'48"W
L26	12.58	S70°28'22"E
L27	8.84	S70°28'22"E
L28	10.83	N44°10'12"E
L29	10.82	N38°53'14"E
L30	10.53	N19°13'10"E
L31	8.85	S82°24'52"E
L100	02.01	N70°28'22"W
L101	20.00	S81°57'44"E
L102	120.81	S84°54'31"E
L103	95.21	N24°10'17"W
L104	28.12	N24°10'17"E
L105	75.12	S24°10'17"E
L106	23.21	S24°28'49"E
L107	25.55	N14°01'46"E
L200	25.55	N14°01'46"E

DRAWING NO: 004023_02A_FP SHEET NO. 3 OF 8

Exh. A - p. 3

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

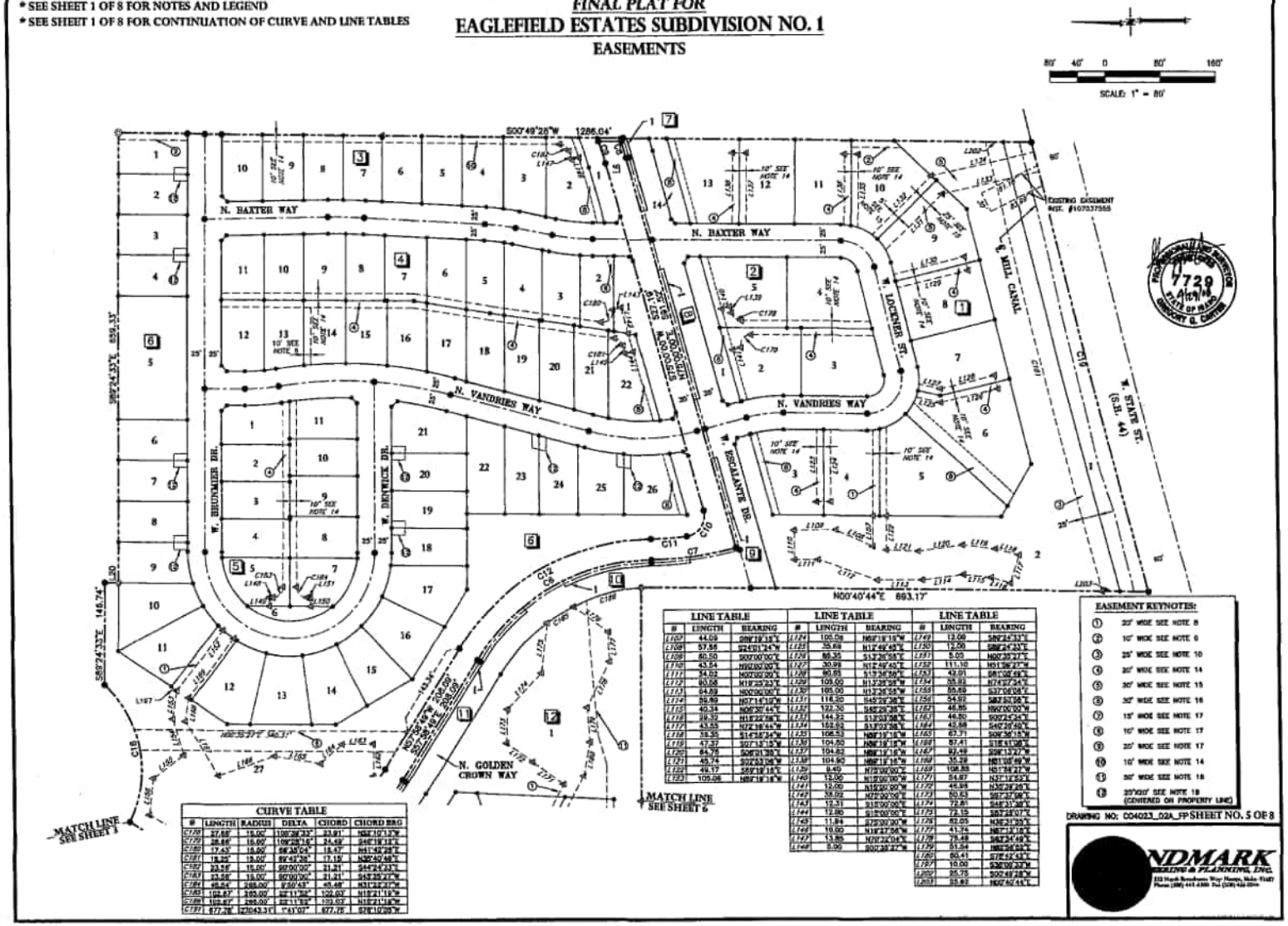
FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1



DRAWING NO: C04023_02A_FP SHEET NO. 4 OF 8

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1
EASEMENTS



CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C170	37.68'	15.00'	100°38'33"	33.01'	N52°10'13"W
C179	38.84'	15.00'	106°28'16"	24.48'	S46°18'13"E
C180	12.43'	15.00'	95°30'04"	18.47'	N51°48'29"E
C181	18.25'	15.00'	69°43'29"	17.15'	N39°40'46"E
C182	23.56'	15.00'	90°00'00"	21.21'	S44°24'33"E
C183	23.56'	15.00'	90°00'00"	21.21'	S45°35'27"W
C184	46.52'	285.00'	9°20'43"	46.48'	N31°24'27"W
C185	102.67'	285.00'	20°38'32"	102.09'	N18°21'13"W
C186	102.67'	285.00'	20°38'32"	102.09'	N18°21'13"W
C191	677.28'	23043.31'	1°41'02"	677.26'	S76°19'29"W

LINE TABLE			LINE TABLE			LINE TABLE		
#	LENGTH	BEARING	#	LENGTH	BEARING	#	LENGTH	BEARING
L107	44.09	S89°18'18"E	L124	100.09	N89°18'18"W	L149	12.00	S89°24'33"E
L108	57.86	S24°01'24"W	L125	35.68	N12°49'45"E	L150	12.00	S89°24'33"E
L109	80.50	S00°00'00"E	L126	86.35	S13°36'58"E	L151	5.00	N00°35'27"E
L110	43.54	N90°00'00"E	L127	30.99	N12°49'45"E	L152	111.10	N51°36'27"W
L111	84.82	N00°00'00"E	L128	90.85	S13°36'58"E	L153	42.01	S81°06'44"E
L112	80.66	N19°29'23"E	L129	109.00	N13°36'58"W	L154	38.93	N74°27'34"E
L113	84.89	N00°00'00"E	L130	105.00	N13°36'58"W	L155	85.69	S37°04'08"E
L114	59.49	N57°14'10"W	L131	116.20	S45°29'36"E	L156	54.92	S82°02'36"E
L115	40.34	N00°37'44"E	L132	192.30	S45°29'36"E	L157	46.86	N90°00'00"E
L116	38.32	N11°22'56"E	L133	144.32	S13°03'38"E	L163	46.80	S00°24'24"E
L117	43.65	N72°16'44"W	L134	152.63	S13°03'38"E	L164	42.58	S46°29'40"E
L118	58.95	S14°36'34"W	L135	108.53	N89°18'18"W	L165	67.71	S09°36'13"W
L119	47.32	S07°13'15"W	L136	104.80	N89°18'18"W	L166	57.41	S18°41'09"E
L120	64.75	S06°01'38"E	L137	104.62	N89°18'18"W	L167	82.49	S09°13'27"W
L121	45.74	S09°53'06"W	L138	104.90	N89°18'18"W	L168	35.28	N81°05'49"W
L122	49.17	S89°18'18"E	L139	8.40	N78°00'00"E	L169	108.88	N51°36'27"W
L123	109.08	N89°18'18"W	L140	12.00	N15°00'00"W	L171	54.67	N37°14'53"E
			L141	12.00	N15°00'00"W	L172	46.98	N36°28'36"E
			L142	38.09	N75°00'00"E	L173	50.63	S87°37'06"E
			L143	12.31	S15°00'00"E	L174	72.81	S46°51'46"E
			L144	12.80	S15°00'00"E	L175	72.15	S87°37'07"E
			L145	11.84	S72°00'30"W	L176	62.05	N36°31'55"E
			L146	10.00	N18°27'56"W	L177	41.74	N87°13'18"E
			L147	13.85	N76°29'04"E	L178	28.48	S62°34'48"E
			L148	5.00	S00°38'27"W	L179	51.54	N82°56'53"E
						L180	80.41	S78°42'43"E
						L181	10.00	S36°00'33"W
						L202	85.75	S00°49'25"W
						L203	85.82	N82°56'44"E

EASEMENT KEYNOTES:

1. 25' WIDE SEE NOTE 8
2. 10' WIDE SEE NOTE 9
3. 25' WIDE SEE NOTE 10
4. 20' WIDE SEE NOTE 14
5. 30' WIDE SEE NOTE 15
6. 30' WIDE SEE NOTE 16
7. 15' WIDE SEE NOTE 17
8. 10' WIDE SEE NOTE 17
9. 20' WIDE SEE NOTE 17
10. 10' WIDE SEE NOTE 14
11. 30' WIDE SEE NOTE 18
12. 25'X20' SEE NOTE 19 (CENTERED ON PROPERTY LINE)

DRAWING NO: C04023_02A_FP SHEET NO. 5 OF 8

LANDMARK ENGINEERING & PLANNING, INC.

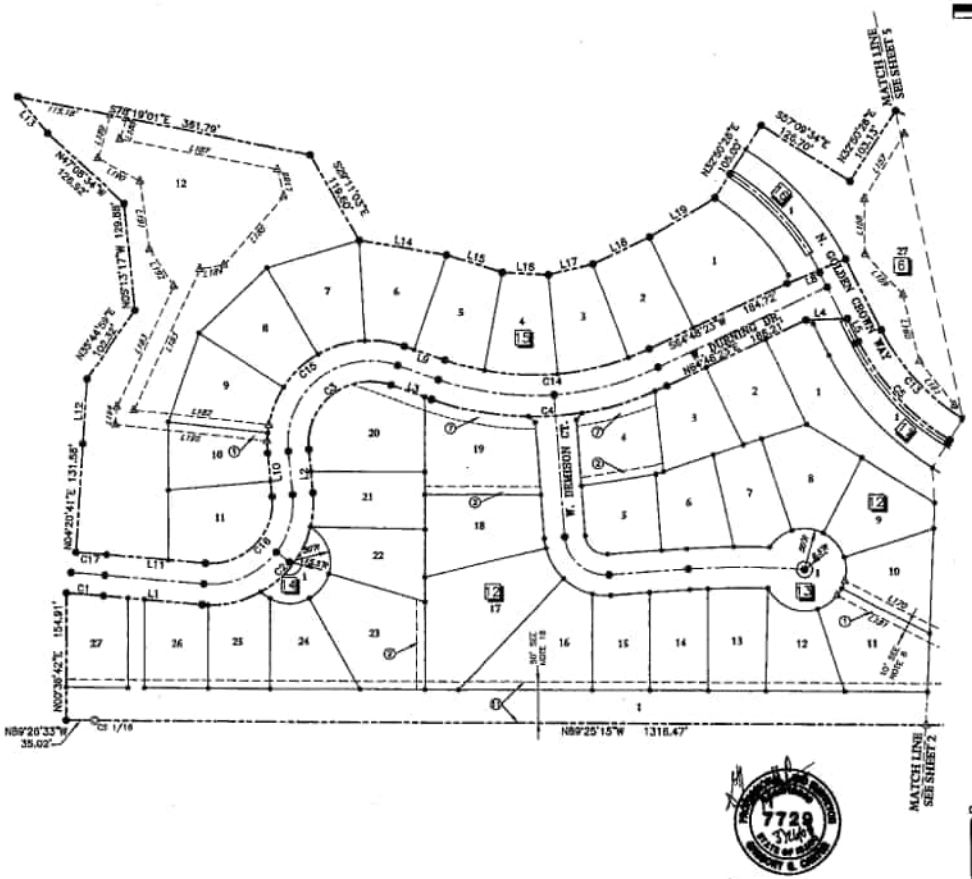
Exh. A - p. 5

PK 100 Pg 13155

Exh. A - p. 6

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1
EASEMENTS



LINE TABLE		
#	LENGTH	BEARING
L150	93.81	N37°33'41"E
L151	66.81	N0°05'08"W
L152	88.67	N44°37'46"W
L153	92.68	N17°13'26"W
L154	87.71	N37°30'07"W
L155	136.80	N69°26'28"W
L156	101.39	N8°48'38"W
L157	194.38	N61°28'33"W
L158	188.68	N25°41'45"E
L159	29.74	N41°30'48"E
L160	110.48	N41°30'58"E
L161	33.14	N13°51'26"W
L162	163.89	N79°40'14"W
L163	36.87	N17°01'56"E
L164	56.72	N17°01'56"W
L165	80.33	S61°11'48"E
L166	83.34	S07°10'56"E
L167	52.02	S33°07'08"E
L168	161.95	S25°41'45"W
L169	22.00	S64°24'28"W
L170	184.38	N83°36'36"W

EASEMENT KEYNOTES:

1. 20' WIDE SEE NOTE 8
2. 10' WIDE SEE NOTE 9
3. 25' WIDE SEE NOTE 10
4. 20' WIDE SEE NOTE 14
5. 30' WIDE SEE NOTE 15
6. 30' WIDE SEE NOTE 16
7. 15' WIDE SEE NOTE 17
8. 10' WIDE SEE NOTE 17
9. 20' WIDE SEE NOTE 17
10. 10' WIDE SEE NOTE 14
11. 50' WIDE SEE NOTE 18

DRAWING NO: C04023_02A_FP SHEET NO. 6 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
332 North Broadway Way Jerome, Idaho 83338
Phone (208) 443-4300 Fax (208) 944-0944

BK 100 Pg 13156

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents, that Eaglefield LLC, an Idaho Limited Liability Company is the owner of the real property hereafter described:

A parcel of land being a portion of Lots 1, 2, 3, 6, 7 and 8 and the vacated rights-of-way of Newell's Acreage as filed in Book 6 of Plats at Page 248 and a portion of Lot 4 and the vacated rights-of-way of the Compton Andrews Tract as filed in Book 5 of Plats at Page 223, records of Ada County, Idaho, and a portion of the SE1/4 all located in Section 11, T.4N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the SE corner of said Section 11 from which the E1/4 corner of said Section 11 bears North 00°49'15" East, 2646.20 feet;
thence along the South boundary line of said Section 11 North 89°27'42" West, 1313.77 feet (formerly described as South 89°27'14" West) to the E1/16 corner of said Section 11;
thence along the West boundary line of the SE1/4 of the SE1/4 of said Section 11 North 00°40'44" East, 588.88 feet to the a point on the northerly right-of-way line of State Highway 44, said point also being the REAL POINT OF BEGINNING;

thence continuing along said West boundary line North 00°40'44" East, 734.85 feet to the SE1/16 corner of said Section 11;
thence along the South boundary line of said Newell's Acreage and the easterly extension thereof North 89°25'15" West, 1316.47 feet to the CS1/16 corner of said Section 11;
thence continuing along said South boundary line North 89°26'33" West, 35.02 feet
thence leaving said South boundary line North 00°36'41" East, 154.91 feet to a point on a curve to the right;
thence along said curve 45.24 feet, said curve having a radius of 3975.00 feet, a central angle of 00°39'08" and a long chord of 45.24 feet which bears South 85°13'35" East to the point of tangency;
thence South 84°54'01" East, 120.91 feet to the beginning of a curve to the left;
thence along said curve 218.38 feet, said curve having a radius of 125.00 feet, a central angle of 100°05'48" and a long chord of 191.85 feet which bears North 45°03'05" East to the point of tangency;
thence North 04°59'49" West, 52.21 feet to the beginning of a curve to the right;
thence along said curve 149.91 feet, said curve having a radius of 75.00 feet, a central angle of 114°31'27" and a long chord of 126.17 feet which bears North 52°15'54" East to the point of tangency;
thence South 70°28'22" East, 52.01 feet to the beginning of a curve to the left;
thence along said curve 392.70 feet, said curve having a radius of 375.00 feet, a central angle of 44°47'15" and a long chord of 382.52 feet which bears North 87°10'00" East to the point of tangency;
thence North 64°46'23" East, 186.21 feet;
thence North 88°21'00" East, 49.86 feet;
thence South 29°10'17" East, 30.11 feet to a point on a curve to the left;
thence along said curve 164.05 feet, said curve having a radius of 295.50 feet, a central angle of 31°48'32" and a long chord of 161.95 feet which bears South 42°04'33" East to the point of tangency;
thence South 57°58'49" East, 208.09 feet to the beginning a curve to the right;
thence along said curve 303.18 feet, said curve having a radius of 304.50 feet, a central angle of 57°02'53" and a long chord of 290.81 feet which bears South 29°27'22" East to the point of reverse curve;
thence along said reverse curve 124.45 feet, said curve having a radius of 495.50 feet, a central angle of 14°23'24" and a long chord of 124.12 feet which bears South 08°07'38" East;
thence North 75°00'00" East, 591.52 feet to the beginning of a curve to the left;
thence along said curve 24.67 feet, said curve having a radius of 495.50 feet, a central angle of 02°51'08" and a long chord of 24.66 feet which bears North 73°34'26" East;
thence North 02°49'28" East, 32.32 feet to a point on a curve to the right;
thence along said curve 33.50 feet, said curve having a radius of 465.00 feet, a central angle of 04°07'38" and a long chord of 33.49 feet which bears South 72°58'10" West to the point of tangency;
thence South 75°00'00" West, 527.19 feet to the beginning of a curve to the right;
thence along said curve 51.11 feet, said curve having a radius of 30.00 feet, a central angle of 97°37'27" and a long chord of 45.15 feet which bears North 56°11'16" West to the point of compound curve;
thence along said compound curve 52.29 feet, said curve having a radius of 465.00 feet, a central angle of 06°26'37" and a long chord of 52.27 feet which bears North 04°09'14" West to the point of reverse curve;
thence along said reverse curve 333.55 feet, said curve having a radius of 335.00 feet, a central angle of 57°02'53" and a long chord of 319.94 feet which bears North 29°27'22" West to the point of tangency;
thence North 57°58'49" West, 208.09 feet to the beginning of a curve to the right;
thence along said curve 147.12 feet, said curve having a radius of 265.00 feet, a central angle of 31°48'32" and a long chord of 145.24 feet which bears North 42°04'33" West to the point of tangency;
thence North 26°10'17" West, 95.21 feet;
thence South 88°01'39" West, 76.70 feet;
thence South 64°48'23" West, 184.72 feet to the beginning of a curve to the right;
thence along said curve 253.67 feet, said curve having a radius of 325.00 feet, a central angle of 44°43'15" and a long chord of 247.28 feet which bears South 87°10'00" West to the point of tangency;
thence North 70°28'22" West, 52.01 feet to the beginning of a curve to the left;
thence along said curve 249.85 feet, said curve having a radius of 125.00 feet, a central angle of 114°31'27" and a long chord of 210.28 feet which bears South 52°15'54" West to the point of tangency;
thence South 04°59'49" East, 52.21 feet to the beginning of a curve to the right;
thence along said curve 131.03 feet, said curve having a radius of 75.00 feet, a central angle of 100°05'48" and a long chord of 114.99 feet which bears South 45°03'05" West to the point of tangency;
thence North 84°54'01" West, 120.91 feet to the beginning of a curve to the left;
thence along said curve 37.37 feet, said curve having a radius of 4025.00 feet, a central angle of 00°31'55" and a long chord of 37.37 feet which bears North 85°09'59" West;
thence North 04°20'41" East, 131.58 feet;
thence North 04°13'39" East, 78.55 feet;
thence North 30°44'59" East, 102.32 feet;
thence North 09°13'17" West, 129.86 feet;
thence North 47°06'34" West, 126.92 feet;
thence North 37°58'52" West, 57.53 feet;
thence South 78°19'01" East, 381.79 feet;
thence South 29°11'03" East, 119.60 feet;
thence South 80°14'44" East, 106.79 feet;
thence South 72°20'41" East, 69.93 feet;
thence South 86°52'27" East, 55.51 feet;
thence North 77°29'31" East, 55.48 feet;
thence North 65°21'31" East, 78.41 feet;
thence North 59°03'28" East, 92.55 feet;
thence North 32°50'28" East, 105.00 feet;
thence South 57°09'34" East, 126.70 feet;
thence North 32°50'26" East, 103.13 feet to a point on a curve to the left;
thence along said curve 219.55 feet, said curve having a radius of 175.00 feet, a central angle of 71°52'55" and a long chord of 205.43 feet which bears North 80°23'05" East;
thence South 89°24'33" East, 146.74 feet to a point on the West boundary line of the NE 1/4 of the SE 1/4 of said Section 11.
thence along said West boundary line South 00°40'44" West, 20.00 feet;
thence South 89°24'33" East, 659.33 feet to the NW corner of Irish Acres Subdivision as filed in Book 55 of Plats at Page 5804, records of Ada County, Idaho;
thence along the West boundary line of said Irish Acres Subdivision South 00°46'28" West, 1327.24 feet to a point on the Northerly right-of-way line of State Highway 44, said point also being on a curve to the left;

thence along said curve 877.73 feet, said curve having a radius of 22,978.31 feet, a central angle of 01°41'24" and a long chord of 877.70 feet which bears South 76°07'34" West to the REAL POINT OF BEGINNING, containing 39.38 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 erected within the lines of said easements. All lots within this plat will be eligible to receive water service from the City of Eagle which has agreed in writing to serve all the lots in this subdivision.

In witness whereof, I have set my hand this 29 day of April, Year of 2008

EAGLEFIELD, LLC
BY: EAGLE SPRINGS INVESTMENTS, LLC, IT'S MANAGING MEMBER

BY: PETER HARRIS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO } S.S.
COUNTY OF }

On this 29 day of April, year of 2008 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Peter Harris, known or identified to me to be the manager of Eagle Springs Investments, LLC the managing member of Eaglefield, LLC, an Idaho Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

LENNY J. SUCCIO NOTARY PUBLIC STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in Middleton, Idaho
My Commission expires on 9/28/13

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Registered 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 by me or under my direct supervision, and accurately represents the points plotted thereon, and is in conformity with the state of Idaho relating to plats and surveys.

GREGORY G. CARTER, P.L.S. — IDAHO NO. 7729

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

CENTRAL DISTRICT HEALTH DEPARTMENT — DATE 4/10/08

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

DRAWING NO: C04023_02A_FP SHEET NO. 7 OF 8

NDMARK ENGINEERING & PLANNING, INC.

Exh. A - p 7

Bk 180 Pg 13157

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 1st day of May, year of 2007.

ADA COUNTY HIGHWAY DISTRICT

COMMISSIONER

APPROVAL OF EAGLE CITY ENGINEER

The foregoing plat was accepted and approved by the City Engineer of Eagle, Ada County, Idaho
This 25 day of April year of 2008.

CITY ENGINEER

APPROVAL OF EAGLE CITY COUNCIL

The foregoing plat was accepted and approved on the 27th day of February year of 2007 by the City of Eagle, Ada County, Idaho

CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF ADA COUNTY SURVEYOR

I, the undersigned, County Surveyor 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.

ADA COUNTY SURVEYOR
PLS 5359

5-2-2008
DATE

CERTIFICATE OF THE ADA 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 tax for the property included in this Subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

ADA COUNTY TREASURER

5/6/08
DATE

ADA COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO) S.S.
COUNTY OF ADA)

INSTRUMENT NO. 108057344

I hereby certify that this plat was filed at the request of Eaglefield LLC at 40 minutes past 3 o'clock P M. on this 16th day of May in the year of 2008, in my office and was duly recorded in Book 180 of Plats at Pages 13156 through 13157

DEPUTY

EX-OFFICIO RECORDER

Fee $ 41.00

DRAWING NO: C04023_02A_FP SHEET NO. 8 OF 8

NDMARK ENGINEERING & PLANNING, INC.

Ex. A - p. 8

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 178.00 57
BOISE IDAHO **06/16/2011** 04:13 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
PIONEER TITLE COMPANY OF ADA C **111049099**

Amended and Restated Declaration of Covenants, Conditions And Restrictions for The Preserve Subdivision

Coleman Homes
1859 S. Topaz Way, Suite 200
Meridian, Idaho 83642
Telephone: (208) 424-0020
Fax: (208) 424-0030
www.mycolemanhome.com

WELCOME!

Welcome to The Preserve Community!

We are pleased that you have decided to become a member of our Community. The following document is the Declaration of Covenants, Conditions and Restrictions for the Community. The purpose of the Declaration is to ensure quality development and proper use of the Community; to protect the owner of each lot against undesirable development or use of surrounding parcels which may diminish the value of the Owner's Lot; to encourage the erection of attractive improvements at appropriate locations; to assure adequate free spaces between structures; to provide for well-maintained and unifying landscaping; and to enhance and protect the value, desirability and attractiveness of the development.

A few of the important details set forth in this Declaration include:

- Rules for Voting and Governance by the The Preserve Homeowners Association, Inc.
- Architectural Review Standards and Requirements
- Use Restrictions
- Appearance and Maintenance Requirements
- Common Area Limitations
- Assessments and Budgets

Please note that this Declaration is the primary governing document for the Community. Please read it carefully. We make no representations of any kind, express or implied, through any agent, realtor, employee or otherwise, except as set forth in this Declaration. We expressly disclaim any and all other representations, warranties, statements or information not set forth herein.

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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PRESERVE SUBDIVISION

This Amended and Restated Declaration Of Covenants, Conditions And Restrictions For The Preserve Subdivision (this "**Declaration**") has been adopted as of the 8th day of June, 2011 by not less than sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Owners (as defined herein) pursuant to Article XVIII, Section 4 of the Original Declaration (as defined herein). Capitalized terms not otherwise defined in the text hereof are defined in Article 11.

RECITALS

WHEREAS, the Property subject to this Declaration (the "**Property**") is legally described within the Final Plat for Eaglefield Estates Subdivision No. 1 (the "**Final Plat**"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

WHEREAS, the original developer of the Property recorded that certain Declaration of Covenants, Conditions and Restrictions of Eaglefield Estates Subdivision against the Property in the real property records of Ada County, Idaho on June 13, 2008 as Instrument No. 108068699, which was subsequently amended by that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions of Eaglefield Estates Subdivision recorded in the real property records of Ada County, Idaho on September 15, 2008 as Instrument No. 108103765 (collectively, the "**Original Declaration**").

WHEREAS, Grantor (as defined herein) is the successor to and assignee of the "Declarant" under the Original Declaration (as defined therein), which no longer owns any Lots and, therefore, has no voting rights or other rights under the Original Declaration or the governing documents of The Preserve Homeowners Association, Inc., an Idaho nonprofit corporation (the "**Association**").

WHEREAS, this Declaration was adopted by not less than sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Owners, which approval is recorded in the records of the Association, pursuant to Article XVIII, Section 4 of the Original Declaration to amend, supersede and replace the Original Declaration in its entirety, which thereby sets forth a new set of the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "**Restrictions**") that will apply to the Property, which Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property and to ensure a well-integrated, high quality development.

NOW, THEREFORE, pursuant to the approval set forth in the recital above, the Owners hereby declare that the Original Declaration shall no longer be of any force or effect

whatsoever and that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms and Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any Person having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, each Person or Owner having or holding an interest in the Property and such Person's or Owner's successors in interest, and may be enforced by Grantor, any Owner or Owner's successors in interest, any Person having or holding an interest in the Property or such Person's successors in interest, or by the Association.

ARTICLE 1. GOVERNANCE AND ADMINISTRATION: ASSOCIATION

1.1 Organization of Association. The Association shall be charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Each Owner shall abide by and benefit from the provisions, covenants, conditions and restrictions contained in the Project Documents.

1.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership per Lot in the Association. Memberships in the Association shall be appurtenant to, and may not be separated from ownership of a Lot. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of an Owner's title to a Lot and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

1.3 Membership Voting. The Association will have two (2) classes of memberships:

1.3.1 Class A Members. Class A Members shall be the Owners of Lots, excluding Grantor for so long as Grantor is the Class B Member. Upon the Class B Member Termination Date (defined below), at all meetings of the Association each Class A Member will be entitled to one (1) vote for each Lot owned by such Member. Upon the Class B Member Termination Date, to the extent Grantor owns a Lot, Grantor shall become a Class A Member and shall be entitled to one (1) vote for each Lot owned by Grantor.

1.3.2 Class B Member. Grantor, by and through Grantor's designated representative (hereinafter "**Grantor's Delegate**"), shall be the Class B Member, and shall be the sole voting member of the Association entitled to vote the collective voting power of all Lots until the Class B Member Termination Date. The Class B Member shall be entitled to one (1) vote for each Lot, whether or not such Lot is owned by the Class B Member. The Class B Member shall cease to be a voting Member in the

Association upon the earlier to occur of the following: (i) the date upon which Grantor no longer owns any Lot; (ii) the date Grantor informs the Board in writing that Grantor no longer wishes to exercise its rights as the Class B Member, or (iii) June 1, 2020. This date may be referred to herein as the "**Class B Member Termination Date**."

1.4 Board of Directors and Officers. The Board of Directors and such officers as the Board may elect or appoint in accordance with the Articles and Bylaws shall carry out all of the powers and duties of the Association as set forth herein and in the Articles and Bylaws of the Association and shall be selected as follows:

1.4.1 Selection of Board Prior to Class B Member Termination Date. Until the Class B Member Termination Date, the Board shall consist of not less than three (3) members of the Board ("**Directors**") nor more than seven (7) Directors, all appointed by the Class B Member in the Class B Member's discretion. The Class B Member shall have the right and authority to remove and replace any Director, with or without cause, in the Class B Member's discretion. The Class B Member shall have the right to voluntarily terminate its right to appoint Directors and to fill vacancies pursuant to this Section. Directors appointed by the Class B Member need not be Members.

1.4.2 Selection of Board after Class B Member Termination Date. Subsequent to the Class B Member Termination Date, the Board shall be comprised of Directors selected by the Members as provided for in the Bylaws.

1.4.3 Vacancies on the Board. Vacancies on the Board occurring prior to the Class B Member Termination Date shall be filled by the Class B Member. Thereafter, vacancies on the Board occurring between meetings of the Members may be filled by the majority vote of the remaining Directors then sitting on the Board. Upon an annual meeting or a special meeting called for the purpose of filling the vacancy, the Members shall designate a new Director to fill the vacancy on the Board.

1.5 Power and Duties of the Association.

1.5.1 Powers. The Association shall have all the powers of a profit or non-profit corporation organized under the applicable provisions of the Idaho Code, or the powers of any other entity chosen by Grantor, as those powers are set forth in the applicable sections of the Idaho Code and the Project Documents, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Project Documents. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under the Project Documents, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper ownership, management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including, by way of illustration and not limitation:

1.5.1.1 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners

who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Project Documents, and to enforce by injunction or otherwise, all provisions hereof.

1.5.1.2 Delegation of Powers. The authority to delegate all or any portion of its powers and duties to committees, officers, employees or to any Person to act as manager, and to contract with the Association for the maintenance, repair, replacement and operation of any Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated. All contracts for management of any Common Area shall be for a term not exceeding one (1) year, and shall be subject to review by the Board upon termination of the Class B membership.

1.5.1.3 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable and appropriate, including but not limited to rules and regulations regarding the use of the Irrigation System, the use of the Common Area and such other rules and regulations that the Association deems reasonable and appropriate. Any Association Rules shall apply equally to all Owners. A copy of the Association Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event such Association Rules are inconsistent with or less restrictive than any other provisions of this Declaration, the Articles, Bylaws, and/or Architectural Design Guidelines, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, Bylaws, or Architectural Design Guidelines to the extent, but only to the extent of any such inconsistency.

1.5.1.4 Improvements. The authority to own, maintain, repair, replace and operate any Improvements, including but not limited to landscaping islands, bridges, bridge facades, street lights, the Irrigation System, any Association club house, pump or lift stations, median strips, sidewalks and pathways located within any public right-of-way or Common Area within the Property, and planter strips on Lots between sidewalks or pathways and the roads running adjacent to such Lots. The Association shall also have the power to own, maintain, repair, replace and operate any of the above specified Improvements, or similar Improvements, located within a Lot or within any other portion of the Property. The Association shall also have the authority and power to take corrective actions regarding Improvements located on any portion of the Property to bring such Improvements into compliance with all applicable laws and the provisions of the Project Documents.

1.5.1.5 Emergency Powers. The power, exercised by the Association or by any Person authorized by it, to enter upon any portion of the Property (but not

inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

1.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

1.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services;

1.5.1.6.2 Public and other sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

1.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including but not limited to pedestrian and bicycle pathways.

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-five (25) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

1.5.1.7 Other. Such other and further powers as the Association Board deems reasonable and appropriate, it being the intent of Grantor that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including but not limited to, the Irrigation System and including the repair and replacement of property damaged or destroyed by casualty loss, including but not limited any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and collection ponds located on and through the Lots or Common Area and the repair and replacement of property damaged or destroyed by casualty loss;

1.5.2.3 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area;

1.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and water amenities within and abutting any Common Area. The Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas. For the purposes of this Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

1.5.2.5 Improvements. Maintain, improve, operate, repair and replace any facilities and Improvements, including but not limited to drainage systems or facilities, street lights, bridge facades, pathways, sidewalks, planter strips, landscape islands or median strips, and landscaping or landscaping improvements, which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace, pursuant to this Declaration, Project Documents, any Plat, license, easement, agreement or applicable governmental approvals;

1.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against the Property, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that such taxes and Assessments are paid or a

bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state and/or local taxes, including income or corporate taxes levied against the Association in the event that the Association is denied the status of a tax exempt corporation;

1.5.2.7 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to own and/or manage for the benefit of the Owners all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, decree, stock ownership or otherwise;

1.5.2.8 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, and to the extent possible to obtain, including, without limitation the following policies of insurance:

1.5.2.8.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within the Common Area;

1.5.2.8.2 Comprehensive public liability insurance insuring the Board, the Association, Grantor and the individual grantees, tenants, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership and/or use of the Common Area. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars ($1,000,000) per occurrence with respect to property damage;

1.5.2.8.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars ($250,000);

1.5.2.8.4 Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association 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 any Association funds or other property;

1.5.2.8.5 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 such Owner's interests in such proceeds and to deal therewith; and

1.5.2.8.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

1.5.2.9 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable;

1.5.2.10 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Project Documents and any and all applicable laws, ordinances, rules and regulations.

1.6 Meetings of the Association. The Association shall hold an annual meeting and special meetings all as provided for in the Bylaws.

1.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and, upon request, copies shall be distributed to each Member of the Association as follows:

1.7.1 A pro forma operating statement or budget representing the Association for each fiscal year shall be made available for distribution not less than sixty (60) days after the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable.

1.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and available for delivery upon request to each Owner, a balance sheet as of the last day of the Association's fiscal year, and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be available for distribution upon request to each Member within ninety (90) days after the end of each fiscal year.

1.8 Manager. The Association may employ or contract for the services of a professional manager or management company ("**Manager**"), provided that no such employment or contract shall have a term of more than one (1) year, and each such contract shall be subject to cancellation by the Association with or without cause and without payment of a termination fee; provided thirty (30) days or more prior written notice is provided. The Manager so employed or contracted with shall not have the authority to make expenditures chargeable against the Association except upon specific prior written approval and direction by the Board. The Board shall not be liable for any omission or improper exercise by such Manager of any such duty, power or function so delegated by or on behalf of the Board. The Association may contract with Grantor or any affiliate of Grantor to act as Manager pursuant to the terms of this Section 1.8.

1.9 Personal Liability; Indemnification. No member of the Board, or member of any committee of the Association, or any officer of the Association, or Grantor, or the Manager, if any, shall be personally liable to any Owner, or to 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 the Association, the Board, the Manager, if any, or any officer, committee or other representative or employee of the Association, Grantor or the Committee, provided that such Person, upon the basis of such information as may be possessed by such Person, has acted in good faith without willful or intentional misconduct.

The Association shall defend, indemnify and hold harmless Grantor against and from any and all actions, causes of action, judgments, damages, liability, costs, attorneys' fees, expenses or compensation of any kind whatsoever, and from any other claim of any nature, known or unknown, raised or not, contingent or mature, that may be brought against Grantor and arise out of or are in any way connected with the Property, the Association, the Board or the Committee.

ARTICLE 2. GOVERNANCE AND ADMINISTRATION: ARCHITECTURAL REVIEW COMMITTEE

2.1 Creation; Grantor's Right of Appointment. At its discretion, the Board shall appoint no less than three (3) and no more than five (5) individuals to serve on an architectural review committee (the "**Architectural Review Committee**" or "**Committee**"). Until such individuals are appointed, the Board shall serve as the Architectural Review Committee. If a vacancy on the Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint an acting Member to serve for a specified temporary period not to exceed one (1) year. A member of the Committee need not be an Owner. The Board shall have the exclusive right to appoint, remove and replace all members of the Committee; members of the Committee may be removed immediately at any time without cause. The Committee shall review, study and either approve or reject the proposed Improvements on the Property, all in compliance with the Declaration and the Architectural Design Guidelines. Except as otherwise set forth herein, any action or decision made by a majority of the Committee shall be the binding decision of the entire Committee. The Committee is authorized to retain the services of one or more consulting architects, landscape architects, engineers, designers and other consultants to advise and assist the Committee on a single project, on a number of projects or on a continuing basis. The actions of the Committee in the exercise of its discretion by its approval or disapproval of the proposed Improvements on the Property, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

2.2 Improvements Generally. No Improvements on any portion of the Property shall be constructed, reconstructed, placed on or removed from the Property without prior written consent of the Committee, and without being in compliance with the Project Documents and the Architectural Design Guidelines. The Architectural Design Guidelines shall be developed and used by the Committee to ensure that all Improvements conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location on the Building Envelope, height, grade and finish ground elevation, natural conditions, landscaping and all aesthetic considerations, including guidelines designed to protect the special qualities of the Property, and to encourage creative design, by providing general architectural, design and construction guidelines (including Building Envelope guidelines), landscape guidelines

(including a description of existing, natural conditions and vegetation), submittal and review procedures, and fees and charges for review. The Architectural Design Guidelines shall be drafted to conform to this Declaration, the Articles and Bylaws, and must be approved by the Board prior to implementation. In the event of a conflict between the Architectural Design Guidelines and this Declaration, the Articles and the Bylaws, this Declaration, the Articles or Bylaws, as the case may be, shall govern. The content of the Architectural Design Guidelines may be modified and amended from time to time as provided in the Architectural Design Guidelines, and in all events can be modified and changed by a majority vote of the Board.

2.3 Expenses. All expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge reasonable fees for applications submitted to it for review, in amounts which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation, including reasonable payment to each member of the Committee for their services as provided herein. The Committee fees may also be increased from time to time as necessary to reflect increases in the cost of the Committee's performance of its duties and responsibilities under this Section. Each Owner, by submitting a design review application to the Committee, agrees to pay any additional reasonable fees based on costs incurred by the Committee in retaining consultants for the review and approval of the Owner's application(s).

2.4 Non-Liability of Committee Members. Approval by the Committee does not assure approval of the Improvements by any appropriate governmental or quasi-governmental agency, board or commission. Neither the Committee nor any of its members shall be responsible or liable to any Association or to any Person, Owner or Grantor with respect to any loss, liability, claim or expense which may arise by reason of any approval or denial of any Improvements. Neither the Board, Committee or any agent thereof nor Grantor or any of its partners, employees, agents or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. In any and all events, the Committee shall be defended, indemnified and held harmless by the Association in any such suit or proceeding which may arise by reason of the Committee's decision. The Association, however, shall not be obligated to defend, indemnify and hold harmless any member of the Committee to the extent any such member of the Committee shall be adjudged (after exhausting any appeal rights) to be liable for willful misconduct or bad faith in the performance of such member's duty as a member of the Committee, unless and only to the extent that the court in which such action or suit may be brought shall determine that, despite the adjudication of liability, but in view of all circumstances of the case, such member is fairly and reasonably entitled to indemnification and defense for such expense if such court shall deem it proper.

2.5 Variances. The Committee may authorize variances from compliance with any of the Architectural Design Guidelines, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least three (3) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or the Architectural Design Guidelines shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall

not operate to waive any of the terms and provisions of this Declaration or the Architectural Design Guidelines for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Property, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE 3. ASSESSMENTS

3.1 Covenant to Pay Assessments. By acceptance of a deed to any Lot, each Owner of such Lot thereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, Limited and Irrigation System Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable Project Document.

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

3.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he or she remains an Owner.

3.2 Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for each type of Lot, but the basis and rate of Assessments for each type of use may be varied. Lots shall be assessed on the basis appropriate for each type of use, as determined by the Board from time to time.

3.3 Initial Set-Up Assessment; Transfer Assessments. Upon conveyance of a Lot from Grantor to an Owner, Grantor shall pay an "Initial Set-Up Assessment" of Two Hundred Fifty and No/100ths Dollars ($250.00) to the Association at the closing of such conveyance. Upon any subsequent sale, conveyance or other transfer of a Lot, the acquiring Owner shall pay a "Transfer Assessment" of Two Hundred Fifty and No/100ths Dollars ($250.00) to the Association at the closing such acquisition. The Association may waive the Transfer Assessment where the sale, conveyance or other transfer is (a) conveyance of a Lot between co-Owners of such Lot (i.e., co-tenant owners or community property owners), (b) from an Owner to a trust in which the transferring Owner is the current income beneficiary, (c) from an Owner to an entity wholly owned by the transferring Owner. The amount of the Initial Set-Up Assessment and the Transfer Assessment may be adjusted by the Board from time to time.

3.4 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

3.4.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including but not limited to the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area, including all Improvements located on such areas owned and/or managed and maintained by the Associations (the "**Operating Expenses**"), and an amount allocated to an adequate reserve fund to be used for repair, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Associations that must be replaced and maintained on a regular basis (the "**Repair Expenses**"). The Operating Expenses and the Repair Expenses, and any other expenses necessary to acquire all assets and services and to otherwise carry out the powers, duties and responsibilities of an Association, are collectively referred to herein as the "**Expenses**."

3.4.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis as provided for in the Bylaws.

3.4.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Project Documents, payment of Regular Assessments to an Association in monthly, quarterly, semi-annual or annual installments. Regardless of the installment schedule adopted by the Board, the Board may bill for Assessments monthly, quarterly, semi-annually or annually, at its discretion. Each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Lots attributable to the Owner by the total number of Lots in the Property.

3.5 Special Assessments.

3.5.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, improvement, protection, maintenance, repair, management and operation of Improvements upon the Common Area, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

3.5.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

3.6 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Member and/or such Member's Lot as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot or Improvements into compliance with the

provisions of the Project Documents, for damage caused by the Member, or any member of the Member's family, representatives or invitees, to any Common Area or any other portion of the Property, for the operation, maintenance, repair and replacement of the Common Driveway Lots, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

3.7 Irrigation System Assessments. Irrigation System Assessments shall be made by the Association at times and intervals deemed appropriate by the Board. The Irrigation System Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the delivery of water through the Irrigation System, maintenance, repair and replacement of the Irrigation System and any and all assessments or related charges for the administration and enforcement of the rules, regulations and use schedules. Such Irrigation System Assessments may be assessed separately or incorporated into the Regular Assessments as set forth above.

3.8 Assessment Period. Unless otherwise provided in the Project Documents, the Assessment period shall be determined by the Board. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal installments or in a single payment due at closing on the sale of a Lot, at the discretion of the Board.

3.9 Notice and Assessment Due Date. Except with regard to the Initial Assessment, thirty (30) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Lot subject thereto, and to any Person in possession of such Lot by the Association. The Association shall determine if payments for all Assessments shall be due monthly, quarterly, semi-annually or annually. The Assessment installment schedule shall be the same for all Association Assessments. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There may accrue, at the Board's discretion, with each delinquent installment payment a late charge equal to ten percent (10%) of the delinquent installment. In addition, each installment payment which is delinquent for more than twenty (20) days may accrue, at the Board's discretion, interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may be exempt from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Lot.

3.10 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in the Project Documents, written notice of any meeting called for the purpose of levying a Special Assessment by the Association, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members and to any Person in possession of a Lot not less than fifteen (15) days nor more than

thirty (30) days before such meeting. Quorum requirements shall be as provided for in the Bylaws.

ARTICLE 4. ENFORCEMENT OF ASSESSMENTS; LIENS

4.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Lot, upon becoming an Owner of such Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for 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 attorneys' fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

4.2 Assessment Liens.

4.2.1 Creation. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against such Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Lots upon recordation of a claim of lien with the Ada County Recorder's Office. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Lot and Assessments on any Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

4.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the Ada County Recorder's Office a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of preparing and recording such notice, but subtracting therefrom any credits and offsets, if any), a sufficient description of the Lot(s) against which the same have been assessed, the name of the record Owner thereof and the name of the Association. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction of relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

4.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court.

4.4 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a deed of trust or First Mortgage given and made in good faith and for value that is of record as an encumbrance against such Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in this Article 4, the sale or transfer of any Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

4.5 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 or a mortgagee under any mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Lot shall remain subject to this Declaration as amended.

4.6 Non-Exclusive Remedies. The remedies set forth in this Article or elsewhere in this Declaration shall not be deemed to be exclusive remedies, and the Association may pursue all other remedies available at law or in equity.

ARTICLE 5. RIGHTS TO COMMON AREAS

5.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area which right shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

5.1.1 The right of the Association to levy and increase Assessments for the construction, protection, maintenance, repair, management and operation of Improvements on the Common Area, including the right to Special Assessments;

5.1.2 The right of the Association to suspend the voting rights and rights of use, or interest in, the Common Area by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility or other Person for such purposes and subject to such conditions as may be permitted by the Project Documents; provided however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by at least two-thirds (2/3) of the Class A and Class B Members has been recorded;

5.1.4 The right of the Association to prohibit the construction of Improvements on all Common Areas;

5.1.5 Common Areas may be used by the Public as established from time to time by Grantor on any portion of the Property by specifically describing such area as an area for Public Use on a recorded Plat, by granting or reserving it in a deed or other instrument or by designating it as such in this Declaration;

5.1.6 The Common Area cannot be mortgaged or conveyed without the approval of the Owners, excluding Grantor, of at least two-thirds (2/3) of the total voting power in the Association. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

5.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family residing within the Owner's residence and/or to such Owner's contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

5.3 Damages. Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's contract purchasers or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

5.4 Association's Responsibility. The Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided in this Declaration. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fencing installed by Grantor along exterior portions of the Property and other Improvements situated within the Common Area.

5.5 No Warranty for Improvements. Grantor makes no warranty, guarantee or undertaking, express or implied, oral or written, with respect to Common Area or the construction thereof. All warranties, guarantees and undertakings are hereby expressly disclaimed, including but not limited to the implied warranties of habitability, merchantability and fitness for a particular purpose.

ARTICLE 6. STANDARDS, REQUIREMENTS AND RESTRICTIONS

6.1 Improvements - Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in this Declaration shall govern the right of a Person or Owner to construct, reconstruct, refinish, remove, add, alter or maintain any Improvement upon, under or above the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing

surface contour or drainage, or install any utility line or conduit on, under or over the Property, including but not limited to any Lot. All Improvements by any Owner must be pre-approved in writing by the Committee prior to their construction or reconstruction. In the event any Improvements are damaged or completely destroyed, the Owner shall repair or reconstruct such Improvements in accordance with the Architectural Design Guidelines governing such repair or reconstruction. No Lots shall be permitted to remain in an unimproved condition, unless the Owner has received prior written approval from the Committee for a landscape plan.

All Lots shall be used exclusively for residential purposes and other appropriate uses permitted under any zoning ordinances applicable to the Property, provided such other appropriate uses are in compliance with local laws, rules, regulations and ordinances. No Lot, other than the Lot(s) used for irrigation or utility facilities and services, shall be improved except with residential structures and accessory structures as permitted under the Architectural Design Guidelines. This Declaration is not intended to serve as authority for the Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by use, size and height restrictions.

The Association, after reasonable notice to the offender and/or to the Owner, may remove any Improvement constructed, reconstructed, refinished, removed, added, altered or maintained in violation of this Declaration and/or the Architectural Design Guidelines, and the Owner of the Improvements shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of this Declaration and the Architectural Design Guidelines is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against an Owner and/or Member shall be applicable.

6.2 Minimum Building Size. The primary residential structure on any Lot shall contain at minimum eight hundred (800) square feet of interior living space, excluding porches, patios and garages. If the primary residential structure on a Lot contains more than one (1) story, the minimum square footage at grade shall be eight hundred (800) square feet.

6.3 Setbacks. Subject to the requirements of the applicable ordinances of the City of Eagle and the rights of the Committee to approve the site plan for any Improvement to be constructed upon a Lot:

6.3.1 All residential structures shall be subject to the setbacks set forth in the Architectural Design Guidelines.

6.3.2 All other structures shall be subject to such setbacks as may be required by the Committee.

6.3.3 Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

6.3.4 For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of residential structure, provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the residential structure to encroach upon any other Lot.

6.4 Fences and Hedges. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Committee in writing, in advance of construction, as to location, material, design and color. All fences and hedges must comply with the applicable ordinances of the City of Eagle.

6.5 Exterior Maintenance; Owner's Obligations. All residential structures and accessory structures on each Lot shall be of frame, stone, stucco or brick construction, and if other than stone or brick, shall be finished, painted and maintained in good repair. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner(s) permit any Improvement, including but not limited to trees, landscaping and fencing, which is the responsibility of such Owner(s) to maintain, to fall into disrepair, so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining his or her Lot, the Association, upon thirty (30) days' prior written notice to the Owner(s) of such property, shall have the right to correct such condition and to enter upon such Owner's Lot(s) for the purpose of doing so, and such Owner(s) shall promptly reimburse the Association for the cost thereof (or an Owner's share of such costs). Any dispute between neighboring Owners regarding the sharing of such costs shall be resolved in accordance with Section 7.9. The costs incurred pursuant to this Section 6.5 may be treated by the Association as a Limited Assessment and constitute a lien enforceable in the same manner as other Assessments as set forth herein. The Owner(s) of the offending property(ies) shall be personally liable, and such Owner's property(ies) may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or in the event of a dispute between neighboring Owners that is resolved in accordance with Section 7.9, within ten (10) days of the decision by the respective board, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments.

6.6 Landscaping. Each Owner agrees to maintain, improve, operate, repair and replace landscaping according to the Architectural Design Guidelines. Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition. The Owner shall submit a landscaping plan to the Committee for written approval as part of the Owner's initial submittals to the Committee. The Owner shall landscape such Lot in conformance with the landscape plan approved by the Committee within thirty (30) days after substantial completion of the primary residential structure, provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). All Owners shall install, maintain, repair and replace, in at least the Owner's front yard, a timer-controlled automated irrigation system, which shall be operated in accordance with any rules adopted by the Association. All landscaping plan must comply with the applicable ordinances of the City of Eagle. The rear yard landscaping must be completed within six (6) months days of occupancy by Owner; provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Committee (but shall be completed no later than the next April 30th following occupancy). The Owner is responsible for landscaping and maintaining the strip of property between any pathway or sidewalk located on

the Owner's Lot and the street running adjacent thereto. The Owners understand and agree that the centers of the tree(s), which the Owners shall plant, pursuant to the Architectural Design Guidelines, within the planter strip on their Lots or adjacent to their Lots, between the sidewalk and the streets, shall be four (4) feet from the back of the curb.

6.7 Mailboxes. Any mailbox or mailbox post or structure constructed by Grantor on a Lot for the purpose of providing a receptacle for mail delivered solely to that Lot, shall be deemed the property of the Owner of such Lot. The Owner shall maintain, repair and replace such mailbox, mailbox post or structure in good condition and repair, and of the same quality and design, at such Owner's sole cost and expense. In accordance with Article 2 hereof, an Owner shall obtain prior written approval from the Committee before modifying or replacing such Owner's mailbox or mailbox post, unless the replacement is identical to the original.

6.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No business or home occupation, no noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Association, in its reasonable judgment, or in violation of any federal, state or local law, rule, regulation or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Committee), flashing lights or search lights shall be located, used or placed on the Property without the prior written approval of the Committee. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, trash, equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant ways, metals, bulk material and scrap shall be kept at all times in such containers and in areas approved by the Committee. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property.

6.8.1 Basketball backboards or posts shall not be installed without prior approval of the Committee as to materials and positioning. At a minimum, backboards shall be constructed of Plexiglas or acrylic materials and shall be supported by metal posts. Backboards must be perpendicular to and adjacent to the driveway or to the side of the house. Portable basketball stands must have a backboard constructed of Plexiglas or acrylic materials and must not be put on public or Association owned sidewalks and/or streets and must be kept in an upright position.

6.8.2 No major appliances, including without limitation clothes washers, dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Improvement. Window air-conditioning units are not allowed.

6.8.3 Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

6.9 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

6.10 Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of or cancel any insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Lot which would result in the cancellation of insurance on any portion of the Property owned or managed by the Association or which would be in violation of any law.

6.11 Vehicles and Equipment. The use of all vehicles and equipment shall be subject to any of the Project Documents which prohibit or limit the use thereof within the Property. Without limiting the foregoing, the following specific restrictions apply: (1) all on-street parking shall be limited to those specific areas where on-street parking is not expressly prohibited by the governmental or quasi-governmental agencies with responsibility therefor; (2) vehicles shall not extend or otherwise be permitted on or into any sidewalk, bicycle path or pedestrian path unless such vehicle is engaged in an emergency procedure, or as provided elsewhere in the Project Documents; (3) no motor homes, motor coaches, campers, trailers, snowmobiles, aircraft, boats, recreational vehicles, all-terrain vehicles, Abandoned or Inoperable Vehicles, Oversized Vehicles, dilapidated or unrepaired and unsightly vehicles or similar equipment such as snow removal equipment, garden maintenance equipment and all other unsightly equipment and machinery shall be placed upon any portion of the Property, including but not limited to streets, parking areas and driveways, unless the same are located on a concrete pad and enclosed by a structure concealing them from view in a manner approved by the Committee; (4) to the extent possible, garage doors shall remain closed at all times; and (5) the use of any electronic, gas or other fuel operated gardening, yard or snow removal equipment shall only be allowed from 8:00 a.m. to 9:00 p.m.

6.12 Animals/Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that Household Pets (defined below) may be kept for an Owner's personal use provided that (a) such Household Pets are not bred or maintained for any commercial purpose; (b) no more than four (4) domesticated dogs or domesticated cats may be kept on a Lot; and (c) any such Household Pets shall be properly restrained and controlled at any time they are within the Property. "**Household Pets**" as permitted hereby shall mean generally recognized household pets, such as domesticated dogs, domesticated cats, fish, birds, rodents and non-poisonous reptiles. Household Pets shall not include livestock, poultry, swine or waterfowl. Notwithstanding the foregoing, Household Pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners. "Nuisance" shall mean any noisy animal (defined below), any vicious animal, any non-domestic household pet or any animal which damages or destroys property. Excessive, continued or untimely barking, molesting passersby, chasing vehicles, pursuing or attacking other animals, including wildlife, and trespassing upon private property in such a manner as to damage the property shall also be deemed a Nuisance. "Noisy animal" means any animal which habitually, constantly or frequently disturbs the sleep, peace or quiet of any Person. Owners shall contact Ada County Animal Control regarding noisy animals prior to

complaining to the Board about such animals. Any costs associated with responding to complaints of a noisy animal or Nuisance pet may be levied against an Owner or Occupant as a Limited Assessment. The Owner of a Property where a Household Pet is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of roads or other property necessitated by such pet.

6.13 Construction and Temporary Structures. During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall, at any time, be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Improvements thereon. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

6.14 Drainage. Ada County Highway District ("**ACHD**") is hereby granted a perpetual blanket storm water, drainage, overflow and retention easement over Lot 1, Block 1. A portion of Lots 2, 4 and 5, Block 1; Lot 27, Block 6; Lots 1, 10 and 11, Block 12; and Lots 9, 10 and 12, Block 15 are depicted on the Plat as being servient to the ACHD storm water drainage system pursuant to that certain Master Perpetual Storm Water Drainage Easement recorded on May 20, 2004 as Instrument No. 104062668 and rerecorded on June 1, 2004 as Instrument No. 104068411 in the official records of Ada County ("**Master Easement**"), which Master Easement is incorporated herein by this reference as if set forth in full. The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. The Master Easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Committee and/or ACHD, which may include drainage from Common Area over any Lot in the Property.

Storm drainage facilities within the Property shall be located within the ACHD rights-of-way and/or within the Common Area. Maintenance of all the storm drainage facilities within the public rights-of-way shall be the responsibility of ACHD. Surface maintenance (grass, trees, shrubs, etc.) of the storm drainage facilities outside the public rights-of-way ("**Storm Water Park Areas**") is the responsibility of the Association. All Storm Water Park Areas are subject to ACHD easements, if any, shown on the Plat. The primary purpose of the Storm Water Park Areas is for the management of storm water. All recreation, aesthetic and other uses of such areas are secondary. ACHD has the right to inspect such facilities and, if necessary, perform any required maintenance or repairs. ACHD has the right to assess the Association for the costs of

any required maintenance or repairs where the Association has failed to adequately maintain the surface areas that are part of the storm water treatment/detention area(s) within the Property, including the use of liens and/or assessments of maintenance costs against the Lots. The Association shall maintain a "Maintenance and Operation Manual" containing a stamped and approved construction plan for the Property showing the location of all Storm Water Park Areas, a copy of the Plat, engineering drawings showing the detail of each Storm Water Park Area that receives ACHD drainage and stating that the Association shall be responsible for maintaining the same along with plan sheets folded and appended to the manual, a written description of the maintenance required by the Association, an itemized estimate of the annual operating and maintenance costs of the Association and a statement describing the primary purpose of each facility to be used to control storm water. The Maintenance and Operation Manual shall also state that any additions to or improvements within the storm drainage facilities, such as park benches or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the storm drainage facilities is required and that the replacement of those items shall be the financial responsibility of the Association. Any changes or modifications of the Storm Water Park Areas above and beyond the improvements shown on the ACHD approved storm drainage plans for the Property, as set forth in the Maintenance and Operation Manual, shall require the prior approval of ACHD and any other governmental entity having jurisdiction of the Property.

6.15 Grading. All Lots within the Property shall be graded so that they drain to the street or streets adjacent to such Lots. Under no circumstances shall any Lot drain onto, over, across or under a Common Area Lot or an adjacent Lot. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved by any public agency, or by the Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of any public agency, and plantings and ground cover installed or completed thereon. An Owner failing to perform the Owner's obligations under this Section shall be subject to Regular, Special and Limited Assessments provided for herein, as necessary for the Association to perform the Owner's responsibilities herein. Nevertheless, while the Association shall have the authority and power to take corrective actions by performing an Owner's obligations under this Section, the Association shall not have a duty or obligation to take such corrective actions.

6.16 Irrigation System. Each Owner is hereby required to connect its Lot(s) to the Irrigation System upon the earlier to occur of the issuance of a certificate of occupancy or nine (9) months after the issuance of a building permit to ensure that all required landscaping is maintained in a high quality manner and first class condition and in accordance with this Declaration and all other applicable standards. By accepting a deed to a Lot, each Owner acknowledges and agrees to pay for Irrigation System water, whether or not such Owner actually uses such water, and to abide by all rules and regulations relating to the Irrigation System imposed by the Association. Each Owner also acknowledges and agrees, by accepting a deed to a Lot, that the Irrigation System water may be inadequate, particularly during low water years and seasons, and that each Owner is not guaranteed any specific amount of water for use on such Owner's Lot(s). Grantor shall transfer the Irrigation System to the Association. Except as otherwise approved by the Grantor or the Board in writing, no lands may use or receive water

from the Irrigation System unless such lands have first been duly annexed into the Property pursuant to Section 10.11 hereof.

6.17 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Lot unless such system is approved by all government authorities having jurisdiction and designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and Grantor (so long as Grantor owns one or more Lots).

6.18 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Lot to the City of Eagle sewer system and pay all charges assessed thereon.

6.19 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Committee, except for mechanical equipment shown in the plans approved by the Committee. This Section shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

6.20 Signs. Except as specifically provided for in writing within the Project Documents, no more than one (1) sign shall be allowed on any Lot at any one time advertising the property for sale or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size and not more than three (3) feet above grade. In addition, signs may also be allowed as follows:

6.20.1 The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area or upon utility easements of a size and design approved by the Committee. No other signs shall be placed or maintained upon the Common Area.

6.20.2 Directional and open house signs may be used during open house time period only.

6.20.3 All lot signs must be removed within thirty (30) days after occupancy.

6.20.4 Signs advertising a property for rent are not allowed anywhere on the Property.

6.21 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Design Guidelines, or as otherwise required to ensure the safety of the residents of the Property, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed until after an Owner has received Committee approval for construction of residential Improvements on the Owner's Lot.

6.22 No Further Subdivision. No Lot may be further subdivided unless expressly approved in writing by Grantor, so long as Grantor owns a Lot in the Property, and the Board of the Association. Any such further subdivision shall be consistent with all applicable state and local laws, rules, regulations and ordinances.

6.23 Leasing. In order to foster and maintain the stable, residential character of the Property and to preserve the property values of the Owners of Lots within the Property, Grantor desires to have Owners reside in the residential dwellings located on their Lots. Accordingly, no Owner may lease, in whole or part, such Owner's Lot or the residential dwelling located thereon to any person or entity except as expressly permitted in this Section 6.23. For purposes of this Section 6.23, the term "lease" as applied to a Lot shall be deemed to include, without limitation, any rental, letting, subletting, demising or assignment of any interest, estate or right of use, enjoyment, occupancy or possession of any Lot (or portion thereof) to any entity or a person who is not a member of such Owner's family. For purposes of this Section 6.23, a "member of such Owner's family" shall be defined as any person who is related to the Owner by blood, legal marriage or legal adoption. By purchasing a Lot or Lots on the Property, an Owner agrees that the purpose of this Section 6.23 is worthy of protection and that the provisions hereof do not constitute an unreasonable restraint upon the alienation of Owner's Lot(s). Notwithstanding the foregoing, an Owner may lease its entire Lot to a single housekeeping unit so long as such lease is for a term of one (1) year or longer. For purposes of this Section 6.23, a "single housekeeping unit" shall be one person or two or more individuals living together sharing household responsibilities and activities which may include, sharing expenses, chores, eating evening meals together and participating in recreational activities and having close social, economic and psychological commitments to each other. An Owner who leases a Lot shall be fully responsible for the conduct and activities of such Owner's tenant as if such Owner were the tenant. Any Owner who leases a Lot shall comply with the Fair Housing Act, 42 U.S.C. 21 3601 et. seq., to the extent the same may be applicable to such Owner.

6.24 Middleton Canal Easement. Lots 1 and 2, Block 1 of The Preserve Subdivision are subject to an easement for the Middleton Canal (hereafter an "**easement**") as depicted on the Plat. Within such easement, the following conditions shall apply:

6.24.1 The easement area shall be planted in grasses or other low growing vegetation which will allow the use of the easement area by equipment necessary for the cleaning, normal maintenance or repair of the ditch. The Middleton Irrigation Association, Inc. shall be entitled to use the easement solely for such purposes.

6.24.2 All sprinkler systems irrigating the easement area shall be placed so as not to impair the use of the easement by the Middleton Irrigation Association, Inc.'s equipment.

6.24.3 The Owner on whose Lot a portion of the easement lies shall: (1) seed such area with vegetation conforming to the above requirement and mow any turf grasses on the easement area on at least a monthly basis during the growing season; (2) install a pressurized irrigation system on the perimeter of the easement area to irrigate that portion of the easement area; (3) construct and maintain along the outer boundary of the easement area (that is, the boundary farthest from the ditch) on such Owner's Lot a

four-foot high, wrought iron fence with four-inch spacing between uprights, placed in such a manner as not to impair passage along the easement by agents of the Middleton Irrigation Association, Inc. for the maintenance and repair of the canal; (4) place no permanent structure on the easement; (5) place no other structure, landscaping (except grass or rocks) or improvement of any kind on the easement that interferes with its use by the Middleton Irrigation Association, Inc.; (6) place no grass clippings, refuse or waste of any kind in the canal; (7) perform any other maintenance of the easement area that is required and not otherwise provided for in this Declaration, and (8) hold the Middleton Irrigation Association, Inc. harmless from any damage to the pressurized irrigation system, landscaping or other improvements within the easement area resulting from the normal maintenance, cleaning and repair of the canal carried out by or on behalf of the Middleton Irrigation Association, Inc.

6.25 Compliance with Laws. Subject to the rights of reasonable contest, each Owner and any and all professionals retained by such Owner or any employees, contractors or subcontractors of such professionals, shall promptly comply with the provisions of all applicable laws, regulations, ordinances and other governmental or quasi-governmental regulations with respect to all or any portion of the Property, including but not limited to any and all portions of the Property subject to regulation by the U.S. Army Corps of Engineers as wetlands areas.

ARTICLE 7. EASEMENTS

7.1 Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive easement for the use and enjoyment of the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the Restrictions set forth in this Declaration, as supplemented and amended from time to time.

7.2 Delegation of Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment in the Common Area to such Owner's tenants, employees, family, guests or invitees.

7.3 Recorded Easements. The Property, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Property, or any portion thereof, and to any other easements of record or of use.

7.4 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto, or as between adjacent Lots, due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful or bad faith act(s) of an Owner. In the event a structure on any Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments within and over adjoining Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 7.4.

7.5 Maintenance and Use Easement Between Walls and Property. Whenever the wall of a structure, a fence, eave or overhang constructed on a Lot pursuant to the Committee's approval is located within three (3) feet of the property line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed three (3) feet from the property line of the Lot) for purposes of maintaining, repairing or replacing such wall, fence, eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the property line and such structure or fence so long as such use does not cause damage to the structure or fence.

7.6 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services and for necessary maintenance and repair of any Improvement including but not limited to fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot or Common Area.

7.7 Drainage and Utility Easements. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Lot in the Property.

The Owners of Lots are hereby restricted and enjoined from constructing or altering any Improvements upon any drainage or utility easement areas as shown on the Plat(s) or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for its intended purpose; provided, however, that the Association, Grantor and any Owner or designated Person having an interest in any landscaping easement described in this Article 7, shall be entitled to install and maintain landscaping on such easement areas, subject to approval by the Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, further, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement area shall be the sole and exclusive obligation of the Owner of the Lot where Improvements were so damaged, or in the event the easement area where Improvements were so damaged is located in a Common Area, the Association shall be responsible for the damage sustained and may impose a Special or Limited Assessment therefor.

7.8 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners of the Lots within the Property with respect to utilities shall be governed by the following:

7.8.1 Access for Single Owners. Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon

Lots owned by an Owner other than the Owner of the Lot served by the connections, the Owner of the Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon any Lot or to have their agent enter upon any Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary; and

7.8.2 Access for Multiple Owners. Whenever utility house connections are installed within the Property, which connections serve more than one Lot the Owner of each Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service such Owner's Lot.

7.9 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any Improvement or utility connections, or with respect to the sharing of the cost therefor, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board, which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved on behalf of the prevailing Owner(s), which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

7.10 General Landscape Easement. An easement is hereby reserved to the Association, its contractors, employees and agents to enter all Lots, for the purpose of installing, maintaining, replacing and restoring exterior landscaping and natural vegetation and habitat. Such landscaping activity shall include, by way of illustration and not of limitation, the mowing of lawns, irrigation, sprinkling, tree and shrub trimming and pruning, walkway improvement, seasonal planting and such other landscaping activities within the Property as the Association shall determine to be necessary from time to time.

7.11 Easements Deemed Created. All conveyances of Lots made after the date of the recording of the Declaration, as amended and supplemented from time to time whether by Grantor or otherwise, shall be construed to grant and reserve the easements contained in this Article 7, even though no specific reference to such easements or to this Article 7 appears in the instrument for such conveyance.

7.12 Emergency Easement. A general easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or Persons to enter upon the Property in the proper performance of their duties.

7.13 Maintenance Easement. An easement is hereby reserved to Grantor, which may be assigned by Grantor to the Association, and any member of the Board or manager, if any, and its respective officers, agents, employees and assigns, upon, across, over, in and under the Lots and a right to make such use of the Lots as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Association is obligated or permitted to perform pursuant to the Project Documents, including but not limited to the right to enter upon any Lot for the purpose of performing maintenance to sidewalks, pathways, landscaping, the Drainage System and the exterior of Improvements to such Lot as required by the Project Documents.

ARTICLE 8. ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement for Alternative Dispute Resolution. Each Owner acknowledges that litigation is expensive, time consuming, frustrating and emotionally draining, and that such Owner would prefer to resolve any dispute such Owner may have with Association, the Committee and/or other Owners without litigation. This Article 8 is designed to provide a convenient, fair, timely and cost effective forum for resolving most disputes at the earliest possible juncture without the expense, delay, frustration and emotional drain of litigation. Therefore, each Owner agrees that any and all claims, disputes or other matters in question, whether in contract, tort or otherwise (a "**Claim**") between such Owner and the Grantor, the Association (or any member of the Board), the Committee (or any member thereof) and/or another Owner shall be subject to alternative dispute resolution pursuant to this Article 8 if such Claim relates to such Owner's rights, responsibilities or obligations under the Project Documents. The Grantor (until the Class B Termination Date), the Association, the members of the Board, the Committee and the members thereof agree to be bound by the provisions of this Article 8.

8.2 Initial Discussions. Each Owner shall first attempt to resolve any Claim by raising the issues of concern with the other parties to the Claim and engaging in direct discussions to resolve the issues. Most Claims can be resolved through direct discussions if the parties engage in the discussions with openness and good faith. Keep calm, avoid personal attacks, seriously consider the other parties' perspective, avoid escalating the dispute and try to reach a compromise. Assume that the other person is acting in good faith unless you have clear evidence to the contrary.

8.3 Notice of Claim. If the Owner is unable to reach a satisfactory resolution of such Claim within a reasonable time, the Owner shall, as a condition precedent to filing any legal or equitable proceeding related thereto, deliver a demand for alternative dispute resolution pursuant to this Article 8 by written notice to the other parties to the Claim and to the Board. Such notice shall identify (a) the nature of the Claim, (b) the parties involved and each identified party's role in the Claim, (c) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises), and (d) the claimant's proposed remedy. The demand shall be served on the other parties to the Claim and the Board by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the demand is served actual notice of the demand. The Owner shall continue to diligently honor its obligations under the Project Documents pending the final resolution of any Claim. If an Owner files a legal or equitable proceeding before complying with this Article 8, any other party to such proceeding shall have the right to have such legal or equitable proceeding stayed pending such party's referral of the Claim to the Board and completion of the procedures set forth in this Article 8.

8.4 Board Review of Claim. Upon receipt of a Claim, the Board will timely review the Claim and take one or more of the following actions by written notice to the parties thereto: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) accept all or any part Claim for resolution and order mandatory mediation in accordance with Section 8.5 hereof, (3) accept all or any part Claim for resolution and order mandatory, binding arbitration in accordance with Section 8.6 hereof, (4) suggest a compromise, (5) decline to accept all or any part of the Claim for resolution because the Board concludes, it is

sole discretion, that the Claim or portion thereof does not relate such Owner's rights, responsibilities or obligations under the Project Documents, or (6) decline to accept all or any part of the Claim for resolution because the Board concludes, it is sole discretion, that the Claim or portion thereof is not appropriate for resolution pursuant to this Article 8. If the Board requests an Owner to respond to a Claim or to furnish additional supporting data, such Owner shall respond within ten days after receipt of such request. Upon receipt of the response or supporting data, if any, the Board will act as set forth in the first sentence of this Section 8.4. If the Board declines to accept a Claim or any part thereof for resolution, the parties thereto may then pursue any lawful rights or remedies related thereto.

8.5 Mediation. If the Board orders mediation, the Board shall appoint a mediator who shall set the time, place and rules of the mediation. Each party subject to this Article 8 ordered by the Board to participate in the mediation shall do so in good faith. The mediator shall endeavor to hold the mediation at a mutually convenient time and location; provided, however, the mediator shall endeavor to complete the mediation within twenty-one days after the order for mediation. The parties shall share the mediator's fees equally. If any Owner fails to pay its share of the mediator's fees when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof, and any party to a settlement agreement may seek judicial enforcement thereof at anytime. The mediator shall report the result of the mediation to the Board. If mediation fails to fully resolve a Claim, the Board may order arbitration of any unresolved part of such Claim in accordance with Section 8.6 hereof.

8.6 Arbitration. If the Board orders arbitration, the Board shall appoint an arbitrator who shall set the time, place, schedule and rules of the arbitration. The arbitrator may be any judge or attorney. Each party subject to this Article 8 ordered by the Board to participate in the arbitration shall do so in good faith and shall be bound by the result thereof. The arbitrator may, in its discretion, order parties to produce documents relevant to the dispute but may not order written discovery or depositions. The arbitrator shall endeavor to hold the arbitration at mutually convenient times and locations; provided, however, the arbitrator shall endeavor to complete the arbitration within forty-five days after the order for arbitration. The parties shall bear their own attorneys' fees (if any) and share the arbitrator's fees equally; provided, however, the arbitrator may award costs, arbitrator's fees and attorneys' fees against a party if the arbitrator determines such party pursued a Claim or defense without good faith or without substantial foundation in fact or law. If any Owner fails to pay its share of the arbitrator's fees (but not any arbitrator's award) when due, the Board may pay such Owner's share, which shall be a Limited Assessment against such Owner. Except as otherwise provided herein, the arbitration shall be conducted in accordance with the Idaho Uniform Arbitration Act, Idaho Code § 7-901 et seq. The arbitrator's award shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, and any beneficiary of a judgment may seek judicial enforcement thereof at anytime. If a legal or equitable proceeding is instituted to enforce an arbitrator's award, the prevailing party to such proceeding shall be entitled to recover attorneys' fees and costs.

8.7 Exemptions. This Article 8 shall not apply to (1) any legal action instituted in the Small Claims Division of the Fourth District Court in Ada County (commonly known as "Small Claims Court"), (2) any Claim that would otherwise be barred by the statute of limitations, (3)

any suit by Grantor or the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo, or (4) any Claim that does not relate such Owner's rights, responsibilities or obligations under the Project Documents; provided, however, the Board's decision to accept or reject a Claim (or part thereof) for resolution pursuant to Section 8.4 hereof shall be subject only to the standard of review for the vacation of awards pursuant to Idaho Uniform Arbitration Act.

ARTICLE 9. INSPECTION OF ASSOCIATION BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the board and committees of the Association shall be made available for inspection and copying by any Member, or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. No Member or any other Person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to (1) notice to be given to the custodians of the records by the Persons desiring to make the inspection; (2) hours and days of the week when such an inspection may be made; and (3) payment of the cost of reproducing copies of documents requested pursuant to this Article 9.

9.3 Director's Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents.

ARTICLE 10. GRANTOR RIGHTS

10.1 Right of Development. Nothing contained in this Declaration shall limit the right of Grantor to grant licenses, to reserve rights-of-ways and easements for utility companies, public agencies or others, to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, to alter the foregoing and its construction plans and designs or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales, lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Lot by a purchaser to grant, establish and/or reserve on that Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Grantor may use any structures owned or controlled by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Association or Committee approval of any Improvement constructed or placed by Grantor, or its affiliated entities, on any portion of the Property. The rights of Grantor hereunder may be assigned by

Grantor to any successor in interest, in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Ada County Recorder's Office.

Each Owner by acceptance of a deed to any Lot or other portion of the Property agrees that such Owner shall not object to or oppose any development of any portion of the Property or other property owned by Grantor and annexed to the Property. Such agreement not to oppose development is a material consideration to the conveyance of any portion of the Property by Grantor to any and all Owners.

No provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property, including any subdivision or re-subdivision of the Property, or to construct Improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities on any portion of the Property, including the Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing.

10.2 Rights Incident to Construction. Grantor, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Property and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Improvements on the Property owned by Grantor; provided, however, that no such rights shall be exercised by Grantor in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or such Owner's family, tenants, employees, guests or invitees.

10.3 Water Rights Appurtenant to Subdivision Lands. Grantor owns certain water rights which are appurtenant to the Property and which may be utilized in the Irrigation System, which will supply non-potable irrigation water to the Property. Grantor hereby reserves unto itself any and all water rights appurtenant to the Property, and Owners of any and all Lots accordingly shall have no right, title or interest in any of said water or water rights. Grantor shall transfer to the Association sufficient water rights to enable the Association to operate the Irrigation System.

10.4 Exemption from Architectural Review. Any and all Improvements constructed by Grantor on or to the Property are not subject to review and approval by the Committee. Lots owned by Grantor may remain in an unimproved condition.

10.5 Construction and Temporary Structures. Grantor or its authorized agents, to facilitate Lot sales, may place a temporary sales office or construction trailer of a portable nature upon any Lot.

10.6 Signs. Grantor is entitled to place signs of such size, design and number, as Grantor may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

10.7 Regular Assessments. For two (2) years following the date assessments are first assessed against the Owners of Lots, Grantor shall not be assessed any Regular Assessments for any Lots owned by Grantor. However, during such two (2) year period, Grantor shall pay an amount equal to the Operating Expenses shortfall of the Association (the "**Shortfall Payment**"),

which Shortfall Payment shall be the lesser of (i) the actual Operating Expenses Shortfall, or (ii) the Regular Assessments that Grantor would otherwise be assessed as an Owner of a Lot multiplied by the total number of Lots owned by Grantor on the date Regular Assessments are assessed against the Owners of Lots. After the foregoing two (2) year period, Grantor shall be assessed Regular Assessments for each Lot of which Grantor is an Owner.

10.8 Membership Register. Grantor may copy the membership register for the purposes of solicitation of or direct mailing to any Member.

10.9 Declaration Amendment. Except as provided in Section 10.10, until the recordation of the first deed to a Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated (collectively "**amendment**") by Grantor by recordation of a written instrument setting forth such amendment. In addition, Grantor, regardless of whether it has conveyed any Lot(s) to an Owner, shall have the exclusive right, power and authority to add to and/or amend this Declaration or any of the Project Documents, at any time and at its sole discretion, to comply with any and all requirements and conditions of the Federal National Mortgage Association ("**FNMA**"), the Government National Mortgage Association ("**GNMA**"), the Federal Housing Administration ("**FHA**"), the Veterans Administration ("**VA**") and the Federal Home Loan Mortgage Corporation ("**FHLMC**").

10.10 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration or any supplement hereto shall operate to defeat or render invalid the rights of the beneficiary under any First Mortgage upon a Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such First Mortgage, such Lot shall remain subject to this Declaration, as amended and/or supplemented. In order to induce the FHLMC, GNMA, FHA, VA and FNMA to participate in the financing of the sale of Lots, any provisions hereof or of the Association's Articles of Incorporation and/or Bylaws, which conflict with or are not adequate to meet the requirements of FHLMC, GNMA, FHA, VA and FNMA, may be amended and supplemented by Grantor, in its sole discretion and without needing to obtain any approvals or consents, to meet such requirements.

In addition to the foregoing, Grantor may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, GNMA, FHA, VA and FNMA, or any similar entity, so as to allow the purchase, guaranty or insurance, as the case may be, by such entities of First Mortgages encumbering Lots with residences thereon. Each Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time. Mortgagees are hereby authorized to furnish information to Grantor concerning the status of any Mortgage encumbering a Lot.

10.11 Annexation. Grantor may annex additional lands into the Property by recording a supplement to this Declaration declaring such additional lands to be part of the Property and subject to this Declaration. Grantor may exercise the foregoing annexation rights at any time and from time to time without the approval of any Owner or the Association. The supplement to this Declaration may set forth additional or different covenants and restrictions applicable to the

annexed lands, as Grantor may deem appropriate, and may delete or modify as to the annexed lands such covenants or restrictions as are contained herein which Grantor deems not appropriate for the annexed lands, so long as the quality of Property is not materially adversely affected. The Owners of Lots within annexed lands shall become Members of the Association with all rights, privileges and obligations as all other Members. Grantor shall not be obligated in any manner by this Declaration to annex additional lands to the Property or to annex any particular tract, or to annex tracts in any particular sequence, or to annex continuous tracts, it being the intention hereof that Grantor may decline to exercise the rights granted in this Article or may elect to exercise such rights only to a limited extent.

10.12 De-Annexation. Grantor shall have the right to delete all or a portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, provided that Grantor is the owner of all property to be de-annexed. Such deannexation shall be effective upon Grantor's recordation of a supplement to this Declaration identifying the de-annexed lands and declaring that such lands shall no longer be subject to this Declaration.

ARTICLE 11. DEFINITIONS

11.1 "**Abandoned or Inoperable Vehicle**" shall be defined as any vehicle which has not been driven under its own propulsion for a period of seven (7) days or longer.

11.2 "**Committee**" shall mean the Architectural Review Committee described in Article 2 hereof.

11.3 "**Architectural Design Guidelines**" shall mean the architectural design guidelines and rules promulgated, published, amended and supplemented from time to time pursuant to Article 2.

11.4 "**Articles**" shall mean the Articles of Incorporation of the Association, as the same may be amended or revised from time to time.

11.5 "**Assessments**" shall mean those payments required of Owners who are Association Members, including Regular, Special, Limited or Irrigation System Assessments.

11.6 "**Association**" shall mean the The Preserve Homeowners Association, Inc., an Idaho nonprofit association.

11.7 "**Association Rules**" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules, and procedural matters for use in the conduct of business of the Association.

11.8 "**Board**" shall mean the Board of Directors of the Association.

11.9 "**Building Envelope**" shall mean the area within a Lot where a residential structure and accessory structures may be located, always subject to the prior written approval of the Committee. Unless otherwise designated by Grantor, the Building Envelope shall be that portion of the Lot not located within legal setback areas or designated easements.

11.10 "**Bylaws**" shall mean the Bylaws of the Association, as the same may be amended or revised from time to time.

11.11 "**Common Area**" shall mean (a) Lots 2 and 14, Block 1; Lot 1, Block 2; Lot 1, Block 3; Lot 1, Block 4; Lot 5, Block 5; Lots 5 and 27, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lots 1 and 12, Block 15; and Lot 1, Block 16 of The Preserve Subdivision, according to the Final Plat; (b) any other parcels of real property in which the Association holds an interest or which is held or maintained for the benefit of the Association and its Members, including personal property or improvements located thereon. The Association may acquire any Common Area it deems necessary and/or beneficial to the Property. Common Area may include easement and/or license rights.

11.12 "**Declaration**" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Preserve Subdivision, as it may be amended and supplemented from time to time.

11.13 "**Discretion**" or "**discretion**" shall mean the freedom or authority to act according to one's own judgment.

11.14 "**Expenses**" shall have the meaning ascribed to it in Section 3.4.1.

11.15 "**First Mortgage**" shall mean any Mortgage which is not subordinate to any financial lien or encumbrance except liens for taxes, assessments or other liens which are given priority by statute.

11.16 "**Grantor**" shall mean The Preserve LLC, an Idaho limited liability company, its successors in interest or any Person to whom the rights under this Declaration are expressly transferred, in whole or in part, other than a transfer to individual Owners by The Preserve LLC or its successors.

11.17 "**Improvement**" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including but not limited to residential structures, accessory buildings, club houses, pump or lift stations, fences, streets, drives, driveways, parking areas, sidewalks, bridges, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, wildlife habitat improvements, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, grading, road construction, utility improvements, trees, plantings, landscaping and any exterior construction or exterior improvement which may not be included in the foregoing. Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and new Improvements.

11.18 "**Irrigation System**" shall mean and refer to the irrigation system contained within the Property, existing separate and apart from the potable water system, including all Improvements associated therewith, which supplies the entire Property with irrigation water and is more fully described in Section 6.16 hereof. The Irrigation System shall be Common Area owned and governed by the Association.

11.19 "**Irrigation System Assessment**" shall mean and refer to an Assessment levied by the Association in accordance with Article 3 against each Lot for the payment of the expenses incurred by the Association for the delivery of water through the Irrigation System, maintenance, repair and replacement of the Irrigation System and any and all assessments or related charges for the administration and enforcement of the rules, regulations and use schedules.

11.20 "**Limited Assessment**" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration, including but not limited to damage to or maintenance, repair, replacement and operation activities performed for any Common Area or the failure of an Owner to keep the Owner's Lot in proper repair, and including interest thereon as provided in this Declaration or for any goods or services provided by the Association benefiting less than all Owners.

11.21 "**Lot**" shall mean a lot depicted on the Plat upon which Improvements may be constructed. For voting, membership and Assessment purposes herein, "Lot" shall not include any lots owned by the Association as Common Area.

11.22 "**Member**" shall mean each Owner holding a membership in the Association, including Grantor.

11.23 "**Mortgage**" shall mean any mortgage, deed of trust, or other document pledging any portion of the Property or interest therein as security for the payment of a debt or obligation.

11.24 "**Occupant**" shall mean any resident or occupant of a Lot other than the Owner, including but not limited to family members, guests, invitees and tenants.

11.25 "**Oversized Vehicles**" shall be defined as vehicles which are too high or too wide to clear the entrance of a normal residential garage door opening.

11.26 "**Owner**" shall mean the record owner, whether one or more Persons, including Grantor, holding fee simple interest of record to a Lot which is a part of the Property, and buyers under executory contracts of sale, but excluding those Persons having such interest merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure or other proceedings.

11.27 "**Person(s)**" shall mean any individual, partnership, corporation, trust, estate or other legal entity, including Grantor.

11.28 "**Plat**" shall mean any subdivision plat covering any portion of the Property as recorded in the Ada County Recorder's Office, as the same may be amended by duly recorded amendments thereof.

11.29 "**Project Documents**" shall mean the basic documents creating and governing the Property including but not limited to this Declaration, the Articles, Bylaws, Association Rules, the Architectural Design Guidelines and any other procedures, rules, regulations or policies

adopted under such documents by the Association or the Committee. In the event of any conflict between this Declaration and any other of the Project Documents, this Declaration shall control.

11.30 "**Property**" shall have the meaning set forth in the first recital of this Declaration, as the same may be amended from time to time pursuant to Sections 10.11 and 10.12.

11.31 "**Regular Assessment**" means the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area, including all Improvements located thereon, and the other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association pursuant to the terms of this Declaration.

11.32 "**Special Assessment**" means that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized to be paid to the Association pursuant to the provisions of this Declaration.

ARTICLE 12. MISCELLANEOUS

12.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2040, unless amended as herein provided. After December 31, 2040, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least a majority of the voting power of the Association and such written instrument is recorded with the Ada County Recorder's Office.

12.2 Amendment.

12.2.1 By Owners. Except as provided in Sections 10.9 and 10.10, after the recordation of the first deed to a Lot, any amendment to any provision of this Declaration, other than to this Section 12.2, shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association, except where a greater percentage is required by express provision in this Declaration, and such amendment shall be effective upon its recordation with the Ada County Recorder's Office. Any amendment to this Section 12.2 shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

12.2.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but shall not prohibit or

unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

12.3 Notices. Any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally, by fax or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, first class, postage prepaid, addressed to any Person at the address given by such Person to the Association for the purpose of service of such notice, or to the residence of such Person if no address has been given to the Association or to the address of such Person as contained in the Ada County tax assessor's rolls. Such address may be changed from time to time by notice in writing to the Association.

12.4 Enforcement and Non-Waiver.

12.4.1 Right of Enforcement. Except as otherwise provided herein, Grantor, the Association or any Owner shall have the right to enforce any or all of the provisions hereof against any property within the Property and against the Owners thereof.

12.4.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Project Documents, is hereby declared a nuisance and will give rise to a cause of action in Grantor, the Association or any Owner for recovery of damages or for negative or affirmative injunctive relief or both.

12.4.3 Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

12.4.4 Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.

12.4.5 Non-Waiver. The failure to enforce any of the provisions herein at any time shall not constitute a waiver of the right to enforce any such provision.

12.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

12.5.1 Restrictions Construed Together. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

12.5.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Subsection 12.5.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

12.5.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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

12.5.5 Complete Replacement. This Declaration amends, supersedes and replaces the Original Declaration in its entirety, and thereby sets forth a new set of Restrictions that apply to the Property. In the event that this Declaration impairs the rights of an easement grantee or an Institutional Holder (as defined in the Original Declaration) formerly protected under the Original Declaration, the applicable provisions of the Original Declaration shall govern only to the extent necessary to avoid such impairment.

12.5.6 Government Rules and Ordinances. In the event any of these CC&R's are less restrictive than any government rules, regulations or ordinances, then the more restrictive government rule, regulation or ordinances shall apply. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable government 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.

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

12.7 Owners' Acknowledgments. The following acknowledgments identify additional information currently known by Grantor about the Property which each Owner should consider when purchasing a Lot. Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including without limitation, future development requirements of governmental organizations claiming jurisdiction over the Property, or how such requirements may impact the future development plans of the Property. Each Owner, by accepting a deed to any Lot, acknowledges and agrees to the following:

12.7.1 Irrigation System.

12.7.1.1 Non-potable water supplied to the Property for irrigation of the Common Area and Lots will be supplied by the Association through an irrigation system which will be owned, operated and maintained by the Association. The Association may promulgate rules and regulations, including water use schedules, controlling the allocation, distribution and flow of water among the various Lots. It is the obligation of each such Owner to determine, in accordance with the Project Documents, the amount of water needed to irrigate

each such Owner's Lot and to ensure that the grading and drainage pattern established on such Lot is adequate to drain irrigation water away from the residential dwelling Improvements located on such Lot.

12.7.1.2 Water from the Irrigation System is unfit for human consumption. It contains untreated surface water that may contain disease causing organisms and/or other contaminants. Surface water can also contain agricultural chemicals that can be hazardous to health. Drinking the water from the Irrigation System will likely result in sickness, and in some cases, death or permanent disability.

12.7.1.3 It is each Owner's responsibility to ensure that all irrigation water faucets and risers are adequately marked and/or identified for each such Owner's safety. It is also each Owner's responsibility to ensure that no cross-connections between the Irrigation System and the potable water system were made by previous Owners.

12.7.1.4 Each Owner agrees to pay when due all Assessments levied by the Association for maintenance, repair and replacement of the Irrigation System and any and all Assessments or related charges levied by the Association for the administration and enforcement of the rules, regulations and use schedules.

12.7.2 No Water Rights Transferred with Lot. Owner acknowledges that Grantor has reserved unto itself any and all water rights appurtenant to the Property and, accordingly, Owners have no right, title or interest in any of such water or water rights. Grantor shall transfer to the Association a sufficient portion of the reserved water rights to enable the Association to operate the Irrigation System.

12.7.3 Ongoing Development. Owner acknowledges that the development of the Property will occur over time and that construction activities will be present on the Property throughout the development process. No Owner shall object to, interfere with or otherwise impede the development of any remaining portion of the Property and that this acknowledgment and agreement is a material consideration to Grantor.

12.7.4 Due Diligence; Acceptance of Lots "As-Is". Owner acknowledges that the information contained in the Project Documents is not a complete or exhaustive collection of information about the Property or any Lot. Each prospective Owner must conduct a full and complete due diligence of the Property and any Lot therein to such prospective Owner's satisfaction. Owner accepts title to the Lot(s) after conducting all necessary inquiries and due diligence. Owner further takes the Lot(s) "As-Is, Where-Is."

12.7.5 No Warranties. Owner acknowledges that no warranties, express or implied, written or verbal, or understandings other than those expressly contained in any written document between Grantor and an Owner.

Each Owner understands that these acknowledgments may not be a complete list of issues that an Owner may wish to consider prior to purchasing a Lot since Grantor cannot control future events and may not be aware of certain issues existing at this time, including but not

limited to future development requirements of governmental or municipal organizations claiming jurisdiction over the Property or how such requirements may impact the future development plans of the Property.

[end of text; signature page follows]

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify that this Declaration was duly adopted as of the 8th day of June, 2011 to amend, replace and supersede the Original Declaration in accordance with Article XVIII, Section 4 of the Original Declaration by not less than sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by the Owners.

THE PRESERVE HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation

By: _____
President

Attest:

_____
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

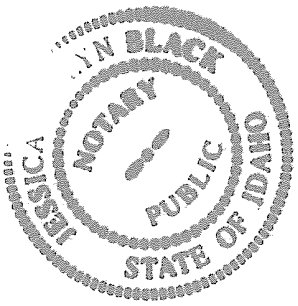
On this 8th day of June, 2011, before me, a Notary Public in and for said State, personally appeared Thomas Coleman and Jessica Black, known or identified to me to be the **President** and **Secretary** of **The Preserve Homeowners Association, Inc.**, an Idaho nonprofit corporation, who subscribed said corporation's name to the foregoing instrument, and acknowledged to me that they executed the same in said corporation's name.

JESSICA JACLYN BLACK NOTARY PUBLIC STATE OF IDAHO

_____
Notary Public for Idaho
Residing at: Ada County
My commission expires: 3-28-17

THE PRESERVE, LLC, an Idaho limited liability company

By: _____
Thomas M. Coleman, Jr., President



STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of June, 2011, before me, a Notary Public in and for said State, personally appeared Thomas M. Coleman, Jr., known or identified to me to be the **President** of **The Preserve, LLC**, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

_____
Notary Public for Idaho
Residing at: Ada County
My commission expires: 3-28-17

Exhibit A

Final Plat for Eaglefield Estates Subdivision No. 1

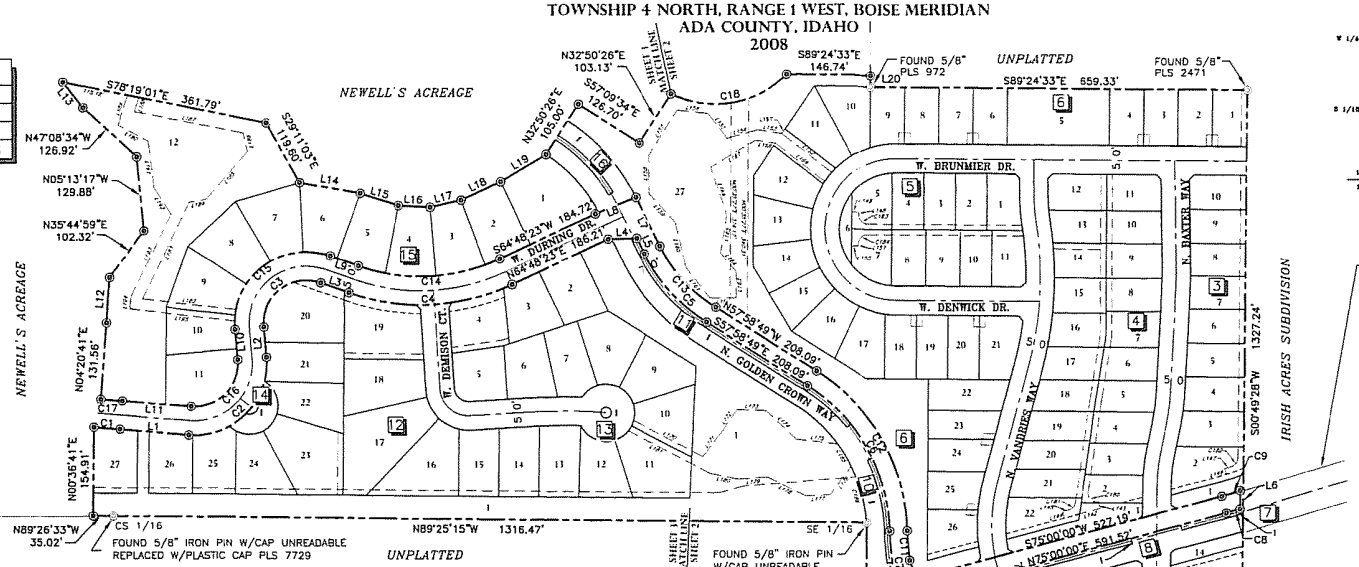
BK 100 PG 13150

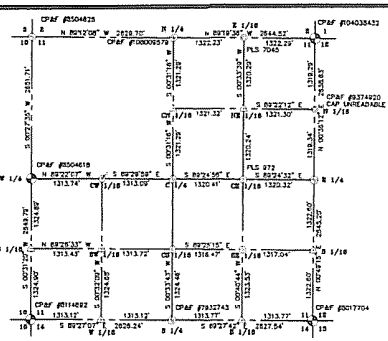
FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

A PORTION OF LOTS 1, 2, 3, 6, 7 AND 8 AND THE VACATED RIGHTS-OF-WAY OF NEWELL'S ACREAGE,
A PORTION OF LOT 4 AND THE VACATED RIGHTS-OF-WAY OF THE COMPTON ANDREWS TRACT,
AND A PORTION OF THE SE 1/4 OF SECTION 11,
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN
ADA COUNTY, IDAHO
2008

LOT SUMMARY	
TOTAL LOTS	135
TOTAL BUILDABLE	116
TOTAL COMMON	19
TOTAL ACREAGE	38.75

LINE TABLE		
#	LENGTH	BEARING
L1	120.91'	S84°54'01"E
L2	52.21'	N04°59'49"W
L3	52.01'	S70°28'22"E
L4	49.86'	N88°21'00"E
L5	30.11'	S26°10'17"E
L6	32.32'	N00°49'28"E
L7	95.21'	N26°10'17"W
L8	76.70'	S68°01'35"W
L9	52.01'	N70°28'22"W
L10	52.21'	S04°59'49"E
L11	120.91'	N84°54'01"W
L12	78.55'	N04°13'39"E
L13	57.63'	N37°56'52"W
L14	106.79'	S80°14'44"E
L15	69.93'	S72°20'41"E
L16	55.51'	S86°52'27"E
L17	55.48'	N77°29'31"E
L18	76.41'	N65°21'31"E
L19	92.55'	N59°03'26"E
L20	20.00'	S00°40'44"W





NOTES:

1) A SIXTEEN FOOT (16') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ALONG ALL LOTS ADJACENT TO W. DURING DR., W. DEMISON CT., N. GOLDEN CROWN WAY, AND W. ESCALANTE DR.. A TWELVE FOOT (12') WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT (P.U.D.I.) IS HEREBY RESERVED ADJACENT TO ALL REAR LOT LINES, UNLESS OTHERWISE SHOWN, AND ALONG ALL LOTS ADJACENT TO; W. BRUNMIER DR., W. DENWICK DR., N. VANDRIES WAY, N. BAXTER WAY AND W. LOCKNER ST. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD SURFACE DRIVEWAYS TO EACH LOT. EACH SIDE OF INTERIOR LOT LINES SHALL HAVE A FIVE FOOT (5') WIDE PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT.
2) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3) 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.
4) IRRIGATION WATER HAS BEEN PROVIDED BY MIDDLETON IRRIGATION ASSOCIATION FROM THE EAGLEFIELD PUMP STATION, IN COMPLIANCE WITH IDAHO CODE 31-3805 (B). EAGLEFIELD ESTATES SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND THE HOMEOWNER'S ASSOCIATION WILL BE OBLIGATED FOR ASSESSMENTS FROM MIDDLETON IRRIGATION ASSOCIATION. SEE INSTRUMENT NO. _____ FOR THE CC&R'S ADDRESSING THE IRRIGATION ASSESSMENTS TO INDIVIDUAL LOTS.
5) ALL LOTS IN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, EXCEPT LOTS 1, 2 AND 14, BLOCK 1, LOT 1, BLOCK 2, LOT 1, BLOCK 3, LOT 1, BLOCK 4, LOT 6, BLOCK 5, LOT 5 AND 27, BLOCK 6, LOT 1, BLOCK 7, LOT 1, BLOCK 8, LOT 1, BLOCK 9, LOT 1, BLOCK 10, LOT 1, BLOCK 11, LOT 1, BLOCK 12, LOT 1, BLOCK 13, LOT 1, BLOCK 14, LOT 1 AND 12, BLOCK 15, AND LOT 1, BLOCK 16 WHICH ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. LOT 1, BLOCK 1, IS A LOT NOT OWNED BY THE HOME OWNERS ASSOCIATION, AND HAS A BLANKET IRRIGATION EASEMENT BENEFITING THE MIDDLETON IRRIGATION ASSOCIATION. ALL COMMON LOTS HAVE A BLANKET PRESSURE IRRIGATION EASEMENT FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
6) MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT OR THE HOMEOWNER'S ASSOCIATION.
7) 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 NON-AGRICULTURAL 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 PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
8) A PORTION OF LOTS 2, 4 AND 5, BLOCK 1, LOT 27, BLOCK 6, LOTS 1, 10 AND 11, BLOCK 12, AND LOTS 9, 10, AND 12, BLOCK 15, ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
9) SELECT LOT LINES, AS SHOWN, HAVE A PERMANENT IRRIGATION EASEMENT FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF PRESSURE IRRIGATION FOR THE BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION.
10) LOT 1, BLOCK 1 HAS A BLANKET IRRIGATION EASEMENT AND LOT 2, BLOCK 1, HAS A TWENTY FIVE FOOT (25') WIDE IRRIGATION EASEMENT, AS SHOWN, FOR MIDDLETON MILL DITCH COMPANY AND MIDDLETON IRRIGATION ASSOCIATION INC. FOR THE MAINTENANCE, CLEANING, AND REPAIR OF THE MILL CANAL.
11) THE BOTTOM ELEVATION OF STRUCTURAL FOOTINGS SHALL BE SET A MINIMUM OF 12-INCHES ABOVE THE HIGHEST ESTABLISHED NORMAL GROUND WATER ELEVATION.
12) DIRECT LOT ACCESS TO N. GOLDEN CROWN WAY AND W. ESCALANTE DR. IS PROHIBITED UNLESS SPECIFICALLY APPROVED BY BOTH ADA COUNTY HIGHWAY DISTRICT AND CITY OF EAGLE.
13) AN ACHD SIDEWALK EASEMENT IS LOCATED ADJACENT TO ALL PUBLIC STREETS PER INSTRUMENT #107101916. SAID EASEMENT PARALLELS 0.5' OUTSIDE OF THE SIDEWALK.
14) LOTS 3-13, BLOCK 1; 2-5, BLOCK 2; 2-10, BLOCK 3; 1-22, BLOCK 4; 1-5 AND 7-11, BLOCK 5 ARE SUBJECT TO COMMON DRIVEWAY EASEMENT LINES AS SHOWN WHICH SHALL PROVIDE PERPETUAL INGRESS AND EGRESS FOR ADJACENT LOTS AND SAID LOTS SHALL BE PROHIBITED FROM DIRECT ACCESS TO DEDICATED STREETS. MAINTENANCE FOR SAID DRIVEWAYS ARE PROVIDED FOR IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) PROVIDED FOR THIS SUBDIVISION. SAID EASEMENT SHALL RUN WITH THE LAND AND ALSO HAVE A BLANKET PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENT.
15) A THIRTY FOOT (30') WIDE SEWER AND WATER OPERATION AND MAINTENANCE EASEMENT IS HEREBY GRANTED ON LOTS 1, 2, 9 AND 10, BLOCK 1, AS SHOWN TO EAGLE SEWER DISTRICT AND CITY OF EAGLE WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
16) A THIRTY FOOT (30') WIDE SEWER OPERATION AND MAINTENANCE EASEMENT IS HERE BY GRANTED ON LOT 27, BLOCK 6 AS SHOWN TO EAGLE SEWER DISTRICT WITH A 20' WIDE CLEAR ZONE OF NO TREES WITHIN SAID EASEMENT.
17) SELECT LOT LINES, AS SHOWN, HAVE A LANDSCAPE EASEMENT FOR THE PURPOSE OF MAINTAINING LANDSCAPE BUFFERS FOR THE USE AND BENEFIT OF THE EAGLEFIELD ESTATES HOMEOWNER'S ASSOCIATION. THE TEN (10) FOOT EASEMENT ALONG W. ESCALANTE DR. HAS BEEN PROVIDED TO MEET A THIRTY FOOT (35') LANDSCAPE BUFFER REQUIREMENT IN ACCORDANCE WITH EAGLE CITY CODE.
18) PORTIONS OF LOTS 1, 11-17 AND 23-27, BLOCK 12, HAVE AN EXISTING DRAINAGE EASEMENT AS SHOWN RESERVED FOR DRAINAGE DISTRICT NO. 2 AS MORE FULLY DESCRIBED IN INSTRUMENT #107023407 RECORDS OF ADA COUNTY.
19) LOTS 1-4, 6-9, 18-21 AND 23-26, BLOCK 6, ARE SUBJECT TO A TWENTY FOOT (20') BY TWENTY FOOT (20') SHARED ACCESS EASEMENT CONTAINING A COMMON DRIVEWAY.
20) ALL LOTS WITHIN THIS SUBDIVISION SHALL HAVE ACCESS TO LINDER ROAD OVER AN EXISTING PUBLIC RIGHT-OF-WAY EASEMENT GRANTED TO THE ADA COUNTY HIGHWAY DISTRICT AS INSTRUMENT NO. 107018472, RECORD OF ADA COUNTY, IDAHO.
21) THIS SUBDIVISION UTILIZES EXISTING ADA COUNTY HIGHWAY DISTRICT RIGHT-OF-WAY PER THAT GRANT DEED RECORDED AS INSTRUMENT NO. 107044388, RECORDS OF ADA COUNTY, IDAHO. THIS SUBDIVISION ALSO INCORPORATES PORTIONS OF THE VACATED STREETS PER THE PLATS OF NEWELL'S ACRES AND COMPTON ANDREWS TRACTS PER RESOLUTION 801 FOR VACATION AND ABANDONMENT RECORDED AS INSTRUMENT NO. 107044387, RECORDS OF ADA COUNTY, IDAHO.
22) ALL LOTS ARE SUBJECT TO THE PROVISIONS OF THE CITY OF EAGLE DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 106057136.

LEGEND

- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- LANDSCAPE EASEMENT LINE
- SECTION LINE
- EXISTING BOUNDARY LINE
- EXISTING RIGHT OF WAY
- TIE LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" IRON PIN
- FOUND BRASS CAP
- FOUND IRON SPIKE
- SET 5/8" X 30" IRON PIN WITH PLASTIC CAP, PLS 7729
- SET 1/2" X 24" IRON PIN WITH PLASTIC CAP, PLS 7729
- CALC POINT
- LOT NUMBER
- BLOCK NUMBER
- W.C. WITNESS CORNER

CURVE TABLE						CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG	#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	45.24'	3975.00'	0°39'08"	45.24'	S85°13'35"E	C11	52.29'	465.00'	6°26'37"	52.27'	N04°09'14"W
C2	218.38'	125.00'	100°05'48"	191.65'	N45°03'05"E	C12	333.55'	335.00'	57°02'53"	319.94'	N28°27'22"W
C3	149.91'	75.00'	114°31'27"	126.17'	N52°15'54"E	C13	147.12'	265.00'	31°48'32"	145.24'	N42°04'33"W
C4	292.70'	375.00'	44°43'15"	285.32'	N87°10'00"E	C14	253.67'	325.00'	44°43'15"	247.28'	S87°10'00"W
C5	164.05'	295.50'	31°48'32"	161.95'	S42°04'33"E	C15	249.85'	125.00'	114°31'27"	210.29'	S52°15'54"W
C6	303.18'	304.50'	57°02'53"	290.81'	S29°27'22"E	C16	131.03'	75.00'	100°05'48"	114.99'	S45°03'05"W
C7	124.45'	495.50'	14°23'24"	124.12'	S08°07'38"E	C17	37.37'	4025.00'	0°31'55"	37.37'	N85°09'59"W
C8	24.67'	495.50'	2°51'08"	24.66'	N73°34'26"E	C18	219.55'	175.00'	71°52'55"	205.43'	N80°23'05"E
C9	33.50'	465.00'	4°07'39"	33.49'	S72°56'10"W	C19	677.73'	22978.31'	1°41'24"	677.70'	S76°07'34"W
C10	51.11'	30.00'	97°37'27"	45.15'	N56°11'16"W	C189	1240.63'	22858.31'	3°06'35"	1240.48'	S76°43'48"W

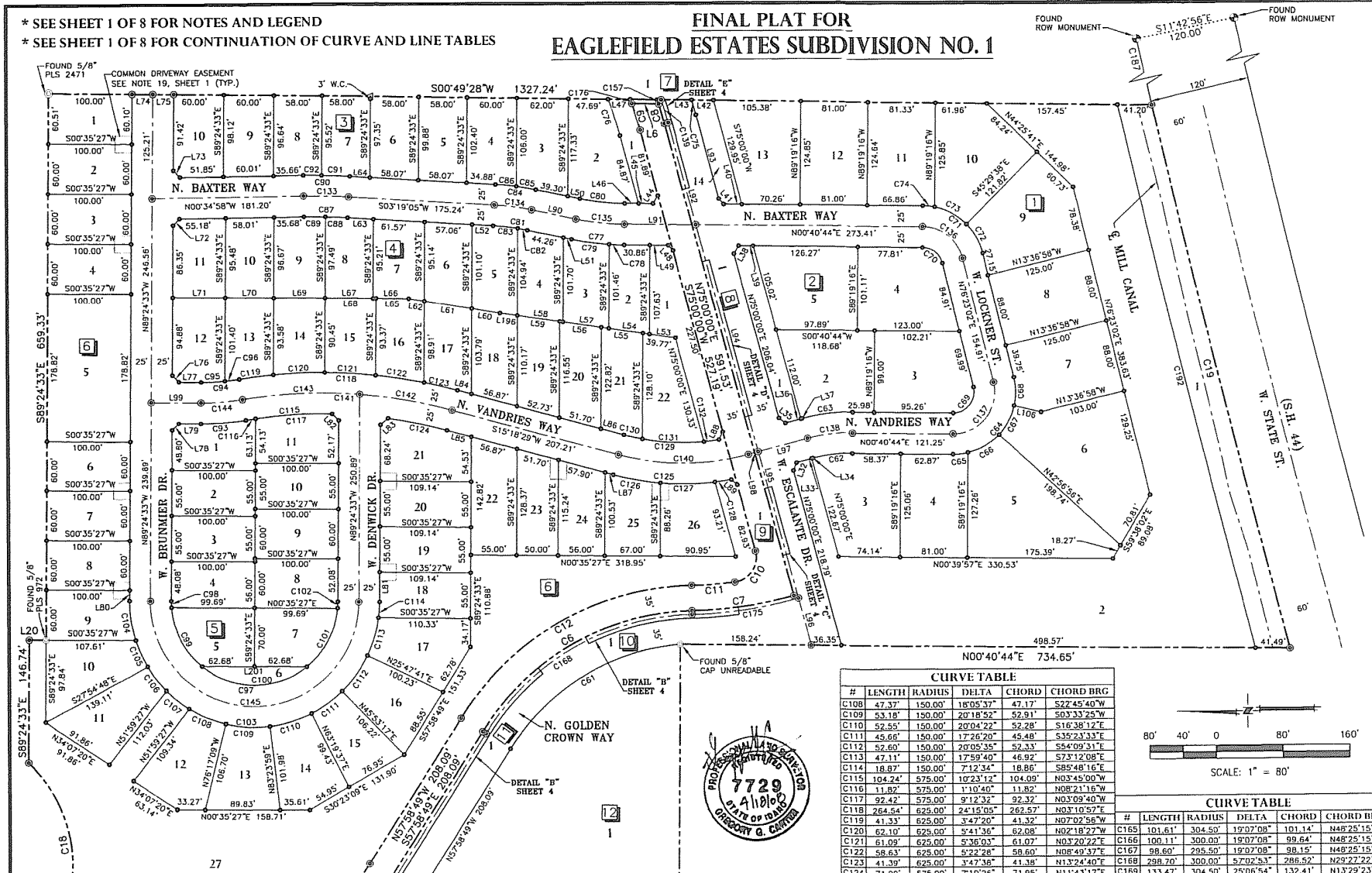
DRAWING NO: C04023_02A_FP SHEET NO. 1 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
132 North Broadmore Way - Nampa, Idaho 83687
Phone (208) 442-1600 Fax (208) 466-0944

BK 100 PG 1351

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1



LINE TABLE

#	LENGTH	BEARING
L32	10.00'	N68°07'48"W
L33	19.00'	S15°00'00"E
L34	1.69'	S15°00'00"E
L35	10.00'	N38°07'48"E
L36	19.00'	S15°00'00"E
L37	1.69'	S15°00'00"E
L38	11.22'	N58°20'25"W
L39	17.49'	S00°40'44"W
L40	21.98'	S00°40'44"W
L41	8.61'	N48°30'48"E
L42	26.32'	S00°49'28"W
L43	32.14'	S00°49'28"W
L44	11.22'	S58°20'25"E
L45	17.49'	N00°40'44"E
L46	16.82'	N00°40'44"E
L47	26.82'	S00°49'28"W
L48	8.61'	N48°30'48"E
L49	21.98'	N00°40'44"E
L50	14.88'	N11°57'52"E
L51	9.92'	S11°57'52"W
L52	25.49'	N03°19'05"E
L53	31.52'	N08°24'57"E
L54	49.64'	N08°24'57"E
L55	50.47'	N08°24'57"E
L56	50.47'	N08°24'57"E
L57	55.52'	N08°24'57"E
L58	55.52'	N08°24'57"E
L59	51.48'	N08°24'57"E
L60	34.54'	N09°14'55"E
L61	57.66'	N09°14'55"E
L62	19.00'	N09°14'55"E
L63	31.11'	N03°19'05"E
L64	24.22'	S03°19'05"W
L65	39.22'	N00°35'27"E
L66	42.72'	N00°35'27"E
L67	57.50'	S00°35'27"W
L68	61.00'	S00°35'27"W
L69	62.00'	N00°35'27"E
L70	58.00'	N00°35'27"E
L71	63.00'	N00°35'27"E
L72	11.20'	N44°59'46"W
L73	11.43'	N45°00'14"E
L74	25.00'	S00°49'28"W
L75	25.00'	S00°49'28"W
L76	11.31'	N45°35'27"E
L77	26.49'	S00°35'27"W
L78	11.31'	N44°24'33"W
L79	26.49'	S00°35'27"W
L80	12.84'	N89°24'33"W
L81	36.18'	S89°24'33"E
L82	11.23'	S46°01'01"W
L83	12.03'	S40°38'15"E
L84	17.22'	S15°18'29"W
L85	30.50'	S15°18'29"W
L86	28.70'	S15°18'29"W
L87	10.25'	S15°18'29"W
L88	10.50'	N64°13'05"W
L89	9.58'	S41°19'43"W
L90	54.18'	N11°57'52"E
L91	86.16'	S00°40'44"W
L92	127.68'	S75°00'00"W
L93	104.91'	N75°00'00"E
L94	284.82'	S75°00'00"W
L95	183.48'	S75°00'00"W
L96	58.48'	S75°00'00"W
L97	61.69'	N15°00'00"W
L98	12.27'	N15°00'00"W
L99	59.49'	S00°35'27"W
L106	33.34'	N12°49'45"E
L196	21.05	N08°24'57"E
L201	125.37	S00°35'27"W

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C108	47.37'	150.00'	18°05'37"	47.17'	S22°45'40"W
C109	53.18'	150.00'	20°18'52"	52.91'	S03°33'25"W
C110	52.55'	150.00'	20°04'22"	52.28'	S16°38'12"E
C111	45.66'	150.00'	17°26'20"	45.48'	S35°23'33"E
C112	52.60'	150.00'	20°05'35"	52.33'	S54°09'31"E
C113	47.11'	150.00'	17°59'40"	46.92'	S73°12'08"E
C114	18.87'	150.00'	7°12'34"	18.86'	S85°48'16"E
C115	104.24'	575.00'	10°23'12"	104.09'	N03°45'00"W
C116	11.82'	575.00'	1°10'40"	11.82'	N08°21'16"W
C117	92.42'	575.00'	9°12'32"	92.32'	N03°09'40"W
C118	264.54'	625.00'	24°15'05"	262.57'	N03°10'57"E
C119	41.33'	625.00'	3°47'20"	41.32'	N07°02'56"W
C120	62.10'	625.00'	5°41'36"	62.08'	N02°18'27"W
C121	61.09'	625.00'	5°36'03"	61.07'	N03°20'22"E
C122	58.63'	625.00'	5°22'28"	58.60'	N08°49'37"E
C123	41.39'	625.00'	3°47'38"	41.38'	N13°24'40"E
C124	71.99'	575.00'	7°10'26"	71.95'	N11°43'17"E
C125	143.84'	325.00'	25°21'29"	142.67'	S02°37'45"W
C126	57.98'	325.00'	10°13'15"	57.90'	S10°11'52"W
C127	66.03'	325.00'	11°38'29"	65.92'	S00°44'00"E
C128	19.83'	325.00'	3°29'45"	19.83'	S08°18'07"E
C129	115.82'	275.00'	24°07'48"	114.96'	S03°14'35"W
C130	22.78'	275.00'	4°44'43"	22.77'	S12°56'08"W
C131	74.72'	275.00'	15°34'01"	74.49'	S02°46'46"W
C132	18.32'	275.00'	3°49'04"	18.32'	S06°54'46"E
C133	54.47'	800.00'	3°54'03"	54.46'	N01°22'03"E
C134	45.27'	300.00'	8°38'47"	45.23'	N07°38'28"E
C135	59.09'	300.00'	11°17'07"	58.99'	S06°19'18"W
C136	66.06'	50.00'	75°42'17"	61.36'	N38°31'53"E
C137	91.01'	50.00'	104°17'43"	78.96'	S51°28'07"E
C138	54.73'	200.00'	15°40'44"	54.56'	N07°09'38"W
C139	28.65'	500.00'	3°17'00"	28.65'	N73°21'30"E
C140	156.69'	300.00'	30°18'29"	156.85'	S90°09'15"W
C141	253.96'	600.00'	24°15'05"	252.07'	N03°10'57"E
C142	112.65'	600.00'	10°45'27"	112.49'	N09°55'46"E
C143	141.31'	600.00'	13°29'39"	140.98'	N02°11'47"W
C144	49.92'	300.00'	9°32'03"	49.86'	S04°10'34"E
C145	392.70'	125.00'	180°00'00"	250.00'	S00°35'27"W
C156	27.35'	504.50'	3°06'23"	27.35'	N73°26'49"E
C157	5.29'	495.50'	0°36'41"	5.29'	N71°50'31"E

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C61	248.48'	265.00'	53°43'26"	239.48'	N31°07'06"W
C62	47.89'	175.00'	15°40'44"	47.74'	N07°09'38"W
C63	61.57'	225.00'	15°40'44"	61.38'	N07°09'38"W
C64	136.52'	75.00'	104°17'43"	118.44'	S51°28'07"E
C65	18.31'	75.00'	13°59'17"	18.26'	S06°18'54"E
C66	44.17'	75.00'	33°44'32"	43.53'	S30°10'48"E
C67	39.43'	75.00'	30°07'11"	38.97'	S62°06'40"E
C68	34.62'	75.00'	26°26'44"	34.31'	N89°36'23"E
C69	45.51'	25.00'	104°17'43"	39.48'	S51°28'07"E
C70	33.03'	25.00'	75°42'17"	30.68'	N38°31'53"E
C71	99.10'	75.00'	75°42'17"	92.04'	N38°31'53"E
C72	40.34'	75.00'	30°49'09"	39.86'	N60°58'27"E
C73	44.19'	75.00'	33°45'38"	43.56'	N28°41'03"E
C74	14.56'	75.00'	11°07'30"	14.54'	N06°14'30"E
C75	18.58'	535.00'	1°59'23"	18.58'	N74°00'18"E

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C76	46.18'	440.00'	6°00'49"	46.16'	N71°59'36"E
C77	64.01'	325.00'	11°17'07"	63.91'	S06°19'18"W
C78	18.33'	325.00'	3°13'52"	18.33'	S02°17'40"W
C79	45.69'	325.00'	8°03'15"	45.65'	S07°56'14"W
C80	54.17'	275.00'	11°17'07"	54.08'	S06°19'18"W
C81	41.50'	275.00'	8°38'47"	41.46'	N07°38'28"E
C82	11.80'	275.00'	2°27'28"	11.79'	N10°44'08"E
C83	29.70'	275.00'	6°11'19"	29.69'	N06°24'45"E
C84	49.05'	325.00'	8°38'47"	49.00'	N07°38'28"E
C85	23.79'	325.00'	4°11'37"	23.78'	N09°52'03"E
C86	25.26'	325.00'	4°27'10"	25.25'	N05°32'40"E
C87	52.76'	775.00'	3°54'03"	52.75'	N01°22'03"E
C88	26.44'	775.00'	1°57'17"	26.44'	N02°20'26"E
C89	26.33'	775.00'	1°56'47"	26.32'	N00°23'25"E
C90	56.17'	825.00'	3°54'03"	56.16'	N01°22'03"E
C91	33.82'	825.00'	2°20'55"	33.82'	N02°08'37"E

CURVE TABLE

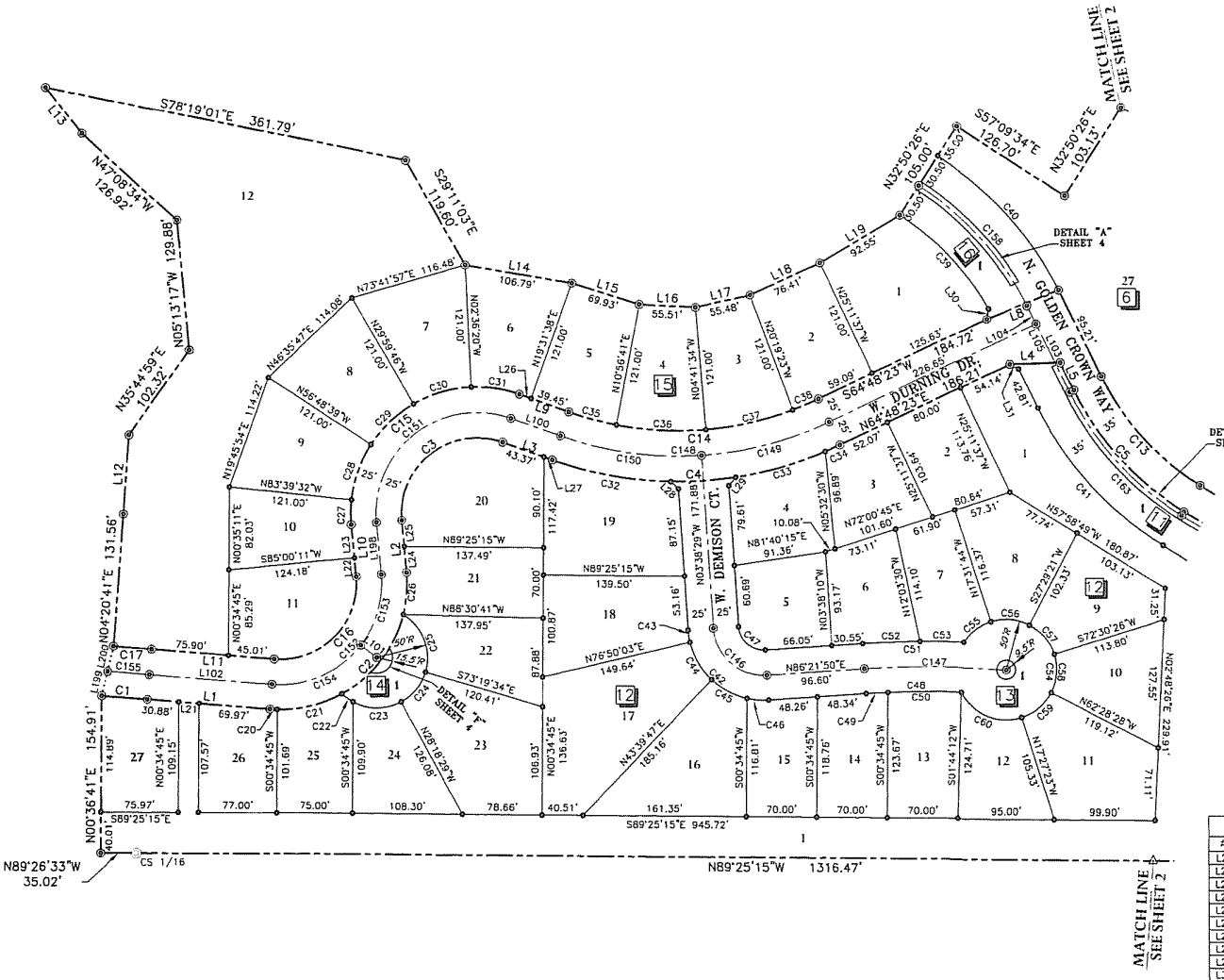
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C92	22.35'	825.00'	1°33'08"	22.35'	N00°11'36"E
C93	54.08'	325.00'	9°32'03"	54.02'	S04°10'34"E
C94	45.76'	275.00'	9°32'03"	45.71'	S04°10'34"E
C95	28.56'	275.00'	5°57'00"	28.55'	S02°23'03"E
C96	17.20'	275.00'	3°35'03"	17.20'	S07°09'05"E
C97	314.16'	100.00'	180°00'00"	200.00'	S00°35'27"W
C98	7.92'	100.00'	4°32'25"	7.92'	S88°19'15"W
C99	81.41'	100.00'	46°38'36"	79.18'	S62°43'44"W
C100	135.49'	100.00'	77°37'58"	125.37'	S00°35'27"W
C101	81.41'	100.00'	46°38'36"	79.18'	S61°32'50"E
C102	7.92'	100.00'	4°32'25"	7.92'	S87°08'20"E
C103	471.24'	150.00'	180°00'00"	300.00'	S00°35'27"W
C104	47.98'	150.00'	18°19'32"	47.77'	S81°25'41"W
C105	34.77'	150.00'	13°16'53"	34.69'	S65°37'28"W
C106	36.06'	150.00'	13°46'33"	35.98'	S52°05'45"W
C107	35.08'	150.00'	13°24'00"	35.00'	S38°30'29"W

CURVE TABLE

#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C165	101.61'	304.50'	19°07'08"	101.14'	N48°25'15"W
C166	100.11'	300.00'	19°07'08"	99.64'	N48°25'15"W
C167	98.60'	295.50'	19°07'08"	98.15'	N48°25'15"W
C168	298.70'	300.00'	57°02'53"	286.52'	N29°27'22"W
C169	133.47'	304.50'	25°06'54"	132.41'	N13°29'23"W
C170	131.50'	300.00'	25°06'54"	130.45'	N13°29'23"W
C171	129.53'	295.50'	25°06'54"	128.49'	N13°29'23"W
C172	55.73'	495.50'	6°26'37"	55.70'	S04°09'14"E
C173	56.23'	500.00'	6°26'37"	56.20'	S04°09'14"E
C174	56.74'	504.50'	6°26'37"	56.71'	S04°09'14"E
C175	130.05'	500.00'	14°54'10"	129.69'	S08°23'01"E
C176	5.33'	465.00'	0°39'24"	5.33'	N70°32'39"E
C187	526.85'	22978.31'	1°18'49"	526.84'	S77°37'40"W
C189	29.97'	125.00'	13°44'07"	29.89'	N38°02'17"E
C190	40.39'	15.50'	149°17'59"	29.89'	N38°02'17"E
C192	677.76'	23018.31'	1°41'13"	677.73'	S76°09'07"W

DRAWING NO: C04023_02A_FP SHEET NO. 2 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
132 North Broadmore Way Nampa, Idaho 83687
Phone (208) 442-6100 Fax (208) 466-1981



BK 100 Pg 13152

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

7729
3/24/08
GREGORY G. CARTER

CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C20	7.26'	125.00'	3°19'36"	7.26'	S86°33'49"E
C21	66.74'	125.00'	30°35'33"	65.95'	N76°28'37"E
C22	13.59'	50.00'	15°34'32"	13.55'	S53°56'43"E
C23	49.37'	50.00'	56°34'30"	47.39'	N89°58'46"E
C24	39.29'	50.00'	45°01'05"	38.28'	N39°10'59"E
C25	65.48'	50.00'	75°01'44"	60.90'	N20°50'26"W
C26	42.11'	125.00'	19°18'15"	41.92'	N04°39'18"E
C27	24.74'	125.00'	11°20'17"	24.70'	S00°40'20"W
C28	58.57'	125.00'	26°50'53"	58.04'	S19°45'54"W
C29	58.50'	125.00'	26°48'54"	57.97'	S46°35'47"W
C30	59.76'	125.00'	27°23'25"	59.19'	S73°41'57"W
C31	48.29'	125.00'	22°07'58"	47.99'	N81°32'21"W
C32	119.29'	375.00'	18°13'33"	118.78'	S79°35'08"E
C33	92.56'	375.00'	14°08'32"	92.33'	N74°20'41"E
C34	16.15'	375.00'	2°28'02"	16.15'	N66°02'24"E
C35	48.68'	325.00'	8°34'56"	48.64'	S74°45'50"E
C36	88.70'	325.00'	15°38'16"	88.43'	S86°52'27"E
C37	88.66'	325.00'	15°37'48"	88.38'	N77°29'31"E
C38	27.63'	325.00'	4°52'14"	27.62'	N67°14'30"E
C39	129.39'	265.00'	27°58'31"	128.11'	N43°10'19"W
C40	181.18'	335.00'	30°59'17"	178.98'	N41°39'55"W
C41	185.98'	335.00'	31°48'32"	183.60'	S42°04'33"E
C42	117.80'	75.00'	89°59'41"	106.06'	S48°38'20"E
C43	12.47'	75.00'	9°31'27"	12.45'	S08°24'13"E
C44	43.42'	75.00'	33°10'16"	42.82'	S29°45'05"E
C45	39.91'	75.00'	30°29'21"	39.44'	S61°34'54"E
C46	22.00'	75.00'	16°48'36"	21.93'	S85°13'52"E
C47	39.27'	25.00'	89°59'41"	35.35'	S48°38'20"E
C48	94.38'	975.00'	5°32'46"	94.34'	S89°08'13"W
C49	21.83'	975.00'	1°16'59"	21.83'	S87°00'19"W
C50	72.54'	975.00'	4°15'47"	72.53'	S89°46'42"W
C51	100.33'	1025.00'	5°36'29"	100.29'	S89°10'05"W
C52	57.02'	1025.00'	3°11'14"	57.01'	S87°57'27"W
C53	43.31'	1025.00'	2°25'16"	43.31'	N89°14'19"W
C54	261.79'	50.00'	299°59'04"	50.01'	N03°10'55"E
C55	34.28'	50.00'	39°16'53"	33.61'	S52°49'50"W
C56	39.29'	50.00'	45°01'05"	38.28'	N85°01'11"W
C57	39.29'	50.00'	45°01'05"	38.28'	N40°00'06"W
C58	39.29'	50.00'	45°01'05"	38.28'	N05°00'59"E
C59	39.29'	50.00'	45°01'05"	38.28'	N50°02'04"E
C60	70.36'	50.00'	80°37'51"	64.70'	S67°08'28"E
C146	78.54'	50.00'	89°59'41"	70.71'	S48°38'20"E
C147	140.65'	1000.00'	8°03'32"	140.54'	N89°36'24"W
C148	273.18'	350.00'	44°43'15"	266.30'	N67°10'00"E
C149	131.66'	350.00'	21°33'08"	130.88'	N75°34'57"E
C150	141.53'	350.00'	23°10'07"	140.57'	S82°03'26"E
C151	199.88'	100.00'	114°31'27"	168.23'	S52°15'54"W
C152	174.70'	100.00'	100°05'48"	153.32'	N45°03'05"E
C153	74.49'	100.00'	42°40'55"	72.78'	N16°20'38"E
C154	100.21'	100.00'	57°24'53"	96.07'	N66°23'32"E
C155	41.31'	4000.00'	0°35'30"	41.31'	N85°11'46"W
C156	27.35'	504.50'	3°06'23"	27.35'	N73°26'49"E
C157	5.29'	495.50'	0°36'41"	5.29'	N71°50'31"E
C158	162.25'	300.00'	30°59'17"	160.28'	N41°39'55"W
C159	139.39'	304.50'	26°13'44"	138.18'	N44°02'42"W
C160	137.33'	300.00'	26°13'44"	136.14'	N44°02'42"W
C161	135.27'	295.50'	26°13'44"	134.10'	N44°02'42"W
C162	24.92'	300.00'	4°45'33"	24.91'	N28°33'03"W
C163	166.55'	300.00'	31°48'32"	164.42'	S42°04'33"E
C164	169.05'	304.50'	31°48'32"	166.89'	S42°04'33"E

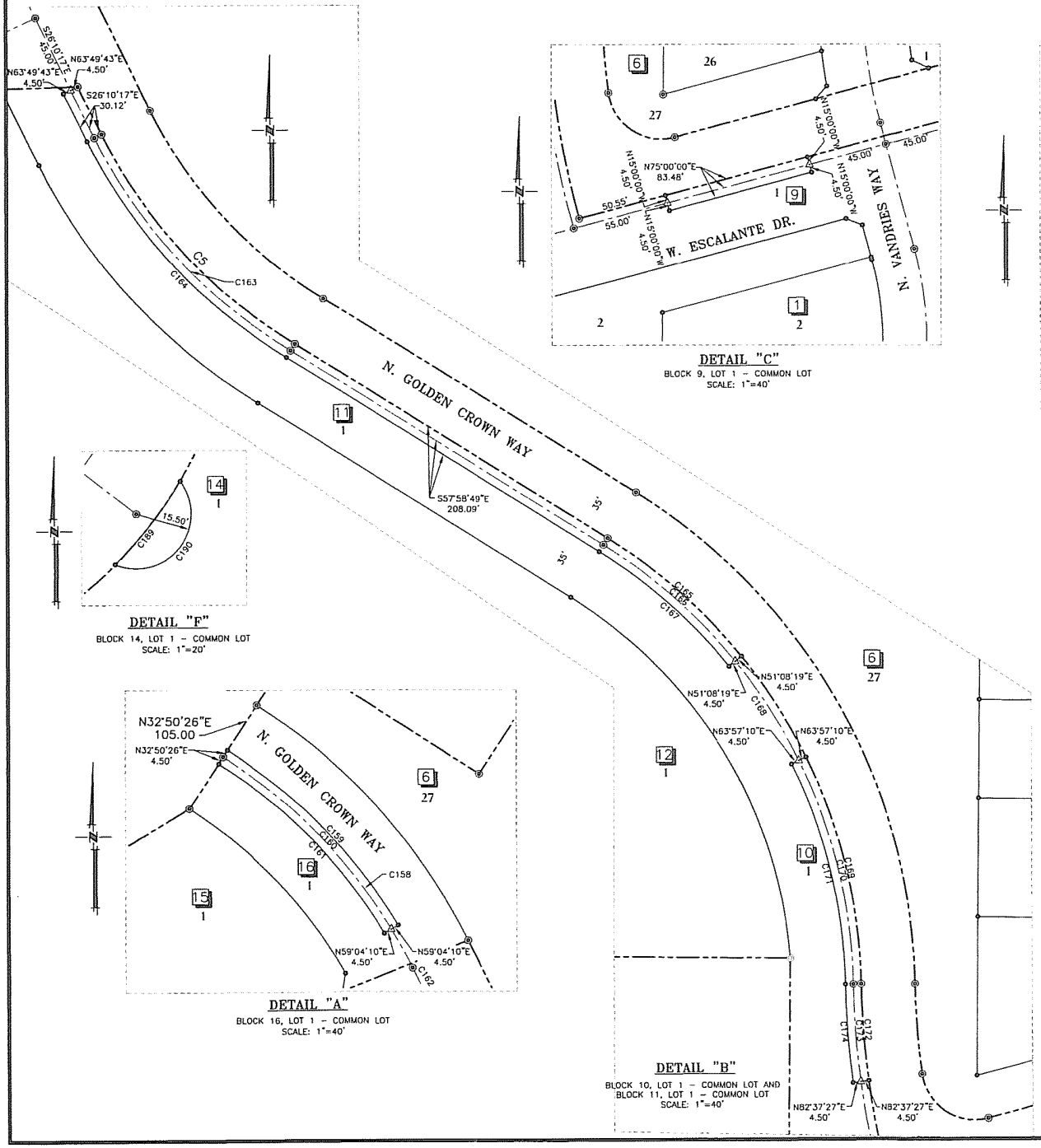
LINE TABLE		
#	LENGTH	BEARING
L21	20.06	N84°54'01"W
L22	18.94	N04°59'49"W
L23	33.27	N04°59'49"W
L24	26.12	N04°59'49"W
L25	26.09	N04°59'49"W
L26	12.56	S70°28'22"E
L27	8.64	S70°28'22"E
L28	10.82	N46°10'12"W
L29	10.82	N38°53'14"E
L30	10.33	N10°13'18"E
L31	9.92	S62°24'52"E
L100	52.01	N70°28'22"W
L101	20.00	S51°57'43"E
L102	120.91	S84°54'01"E
L103	95.21	N26°10'17"W
L104	20.10	S26°10'17"E
L105	75.12	S26°10'17"E
L198	52.21	S04°59'49"E
L199	25.35	N14°01'46"E
L200	25.35	N14°01'46"E

DRAWING NO: C04023_02A_FP SHEET NO. 3 OF 8

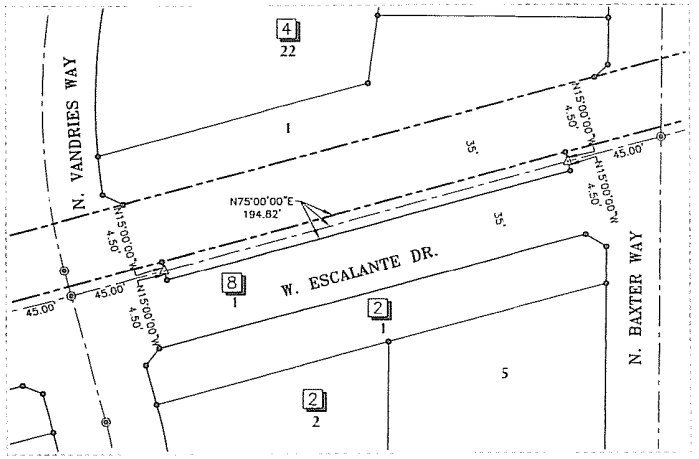
LANDMARK ENGINEERING & PLANNING, INC.
132 North Broadmore Way · Nampa, Idaho 83687
Phone (208) 442-6300 Fax (208) 466-0944

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1



DETAIL "C"
BLOCK 9, LOT 1 – COMMON LOT
SCALE: 1"=40'

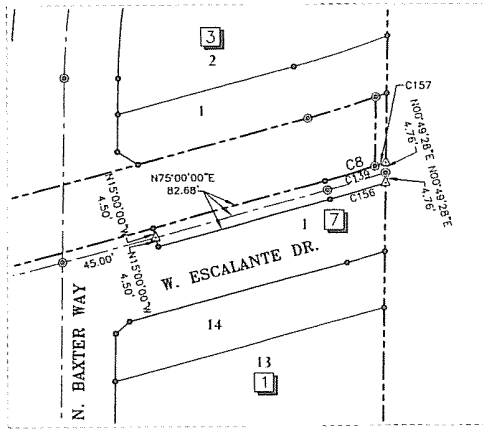


DETAIL "D"
BLOCK 8, LOT 1 – COMMON LOT
SCALE: 1"=40'

DETAIL "F"
BLOCK 14, LOT 1 – COMMON LOT
SCALE: 1"=20'

DETAIL "A"
BLOCK 16, LOT 1 – COMMON LOT
SCALE: 1"=40'

DETAIL "B"
BLOCK 10, LOT 1 – COMMON LOT AND
BLOCK 11, LOT 1 – COMMON LOT
SCALE: 1"=40'



DETAIL "E"
BLOCK 7, LOT 1 – COMMON LOT
SCALE: 1"=40'

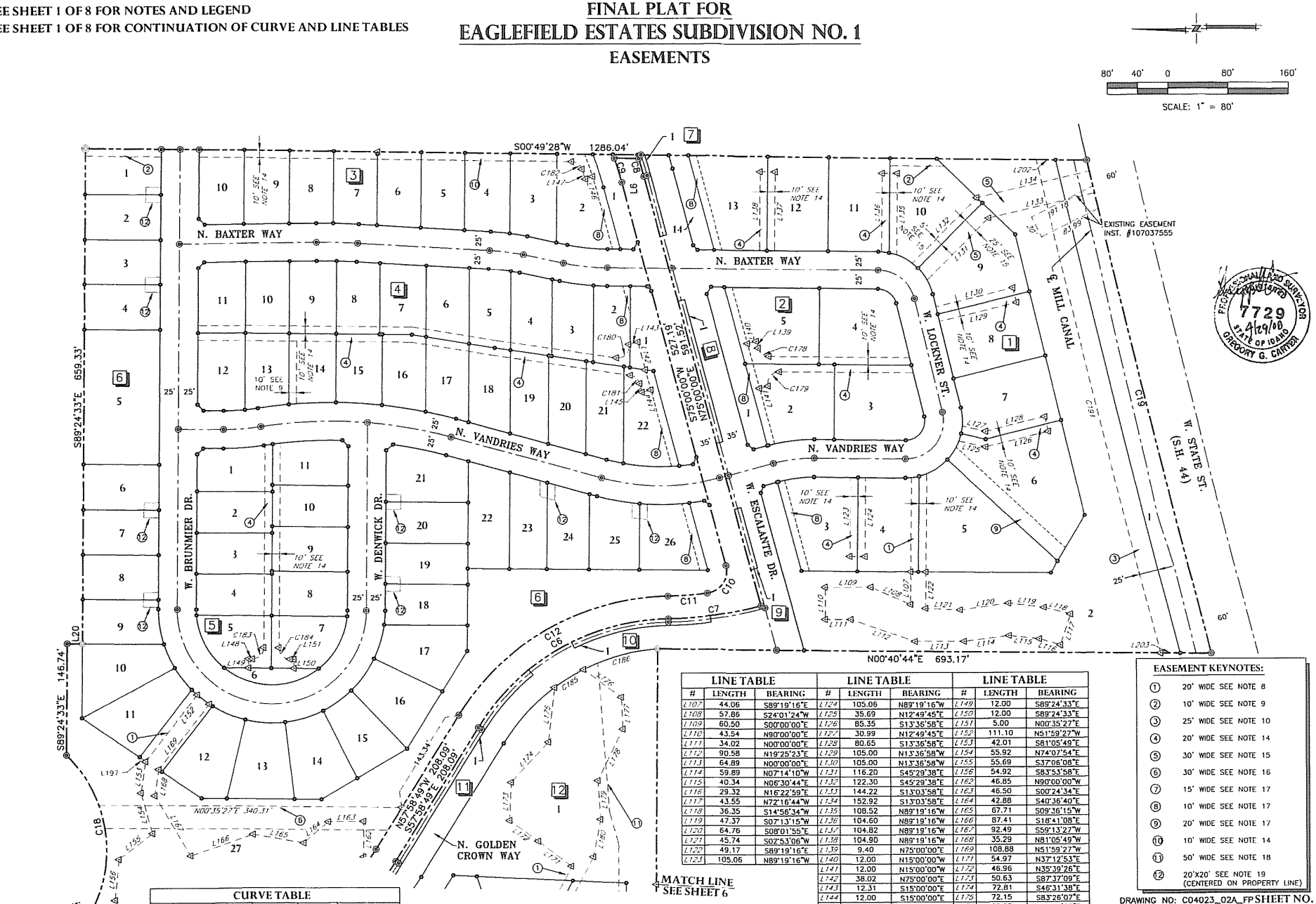
DRAWING NO: C04023_02A_FP SHEET NO. 4 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
112 North Broadway Way, Nampa, Idaho 83687
Phone (208) 442-6300 Fax (208) 466-0944

Bk 100 Pg 13154

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1
EASEMENTS



CURVE TABLE					
#	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C178	27.66'	15.00'	105°39'33"	23.91'	N52°10'13"W
C179	28.66'	15.00'	109°28'16"	24.49'	S46°19'12"E
C180	17.43'	15.00'	66°35'04"	16.47'	N41°42'28"E
C181	18.25'	15.00'	69°42'36"	17.15'	N35°40'46"E
C182	23.56'	15.00'	90°00'00"	21.21'	S44°24'33"E
C183	23.56'	15.00'	90°00'00"	21.21'	S45°35'27"W
C184	45.54'	265.00'	9°50'43"	45.48'	N31°22'37"W
C185	102.67'	265.00'	22°11'52"	102.03'	N15°21'19"W
C186	102.67'	265.00'	22°11'52"	102.03'	N15°21'19"W
C191	677.78'	23043.31'	1°41'07"	677.75'	S76°10'05"W

LINE TABLE			LINE TABLE			LINE TABLE		
#	LENGTH	BEARING	#	LENGTH	BEARING	#	LENGTH	BEARING
L107	44.06	S89°19'16"E	L124	105.06	N89°19'16"W	L149	12.00	S89°24'33"E
L108	57.86	S24°01'24"W	L125	35.69	N12°49'45"E	L150	12.00	S89°24'33"E
L109	60.50	S00°00'00"E	L126	85.35	S13°36'58"E	L151	5.00	N00°35'27"E
L110	43.54	N90°00'00"E	L127	30.99	N12°49'45"E	L152	111.10	N51°59'27"W
L111	34.02	N00°00'00"E	L128	80.65	S13°36'58"E	L153	42.01	S81°05'49"E
L112	90.58	N19°25'23"E	L129	105.00	N13°36'58"W	L154	55.92	N74°07'54"E
L113	64.89	N00°00'00"E	L130	105.00	N13°36'58"W	L155	55.69	S37°06'08"E
L114	59.89	N07°14'10"W	L131	116.20	S45°29'38"E	L156	54.92	S83°53'58"E
L115	40.34	N06°30'44"E	L132	122.30	S45°29'38"E	L162	46.85	N90°00'00"W
L116	29.32	N16°22'59"E	L133	144.22	S13°03'58"E	L163	46.50	S00°24'34"E
L117	43.55	N72°16'44"W	L134	152.92	S13°03'58"E	L164	42.88	S40°36'40"E
L118	36.35	S14°56'34"W	L135	108.52	N89°19'16"W	L165	67.71	S09°36'15"W
L119	47.37	S07°13'15"W	L136	104.60	N89°19'16"W	L166	87.41	S18°41'08"E
L120	64.76	S08°01'55"E	L137	104.82	N89°19'16"W	L167	92.49	S59°13'27"W
L121	45.74	S02°53'06"W	L138	104.90	N89°19'16"W	L168	35.29	N81°05'49"W
L122	49.17	S89°19'16"E	L139	9.40	N75°00'00"E	L169	108.88	N51°59'27"W
L123	105.06	N89°19'16"W	L140	12.00	N15°00'00"W	L171	54.97	N37°12'53"E
			L141	12.00	N15°00'00"W	L172	46.96	N35°39'26"E
			L142	38.02	N75°00'00"E	L173	50.63	S87°37'09"E
			L143	12.31	S15°00'00"E	L174	72.81	S46°31'38"E
			L144	12.00	S15°00'00"E	L175	72.15	S83°26'07"E
			L145	11.94	S75°00'00"W	L176	62.05	N36°31'55"E
			L146	10.00	N19°27'56"W	L177	41.74	N87°13'18"E
			L147	13.85	N70°32'04"E	L178	75.49	S63°34'49"E
			L148	5.00	S00°35'27"W	L179	51.54	N85°56'52"E
						L180	50.41	S78°42'43"E
						L197	10.00	S38°00'33"W
						L202	25.75	S00°49'28"W
						L203	25.92	N00°40'44"E

EASEMENT KEYNOTES:

1. 20' WIDE SEE NOTE 8
2. 10' WIDE SEE NOTE 9
3. 25' WIDE SEE NOTE 10
4. 20' WIDE SEE NOTE 14
5. 30' WIDE SEE NOTE 15
6. 30' WIDE SEE NOTE 16
7. 15' WIDE SEE NOTE 17
8. 10' WIDE SEE NOTE 17
9. 20' WIDE SEE NOTE 17
10. 10' WIDE SEE NOTE 14
11. 50' WIDE SEE NOTE 18
12. 20'X20' SEE NOTE 19 (CENTERED ON PROPERTY LINE)

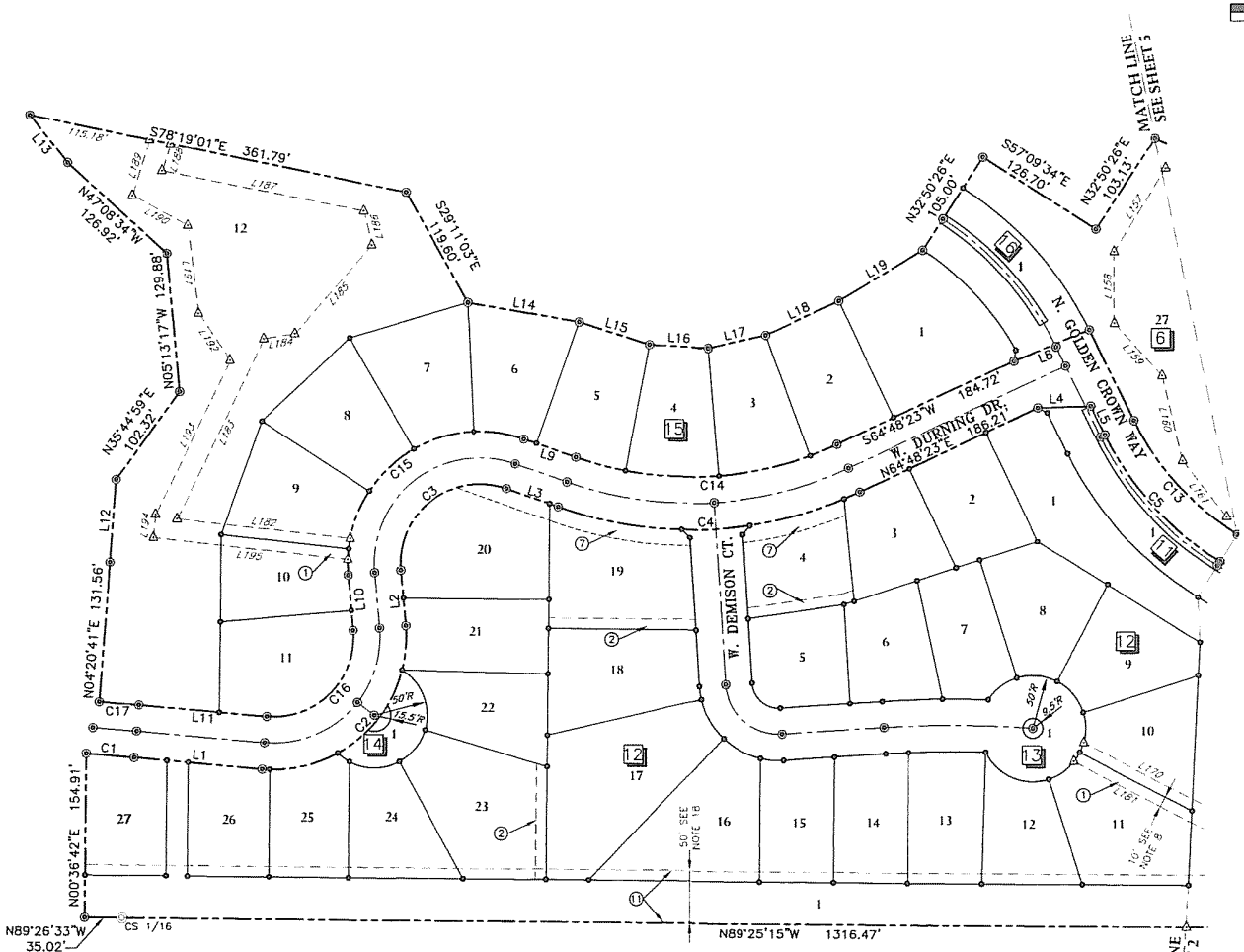
DRAWING NO: C04023_02A_FP SHEET NO. 5 OF 8

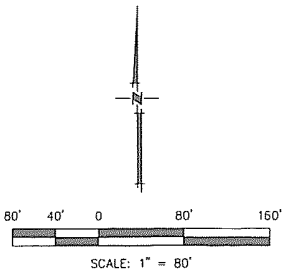
LANDMARK ENGINEERING & PLANNING, INC.
112 North Broadway, Way • Nampa, Idaho 83687
Phone (208) 467-6400 Fax (208) 466-0944

BK 100 PG 13155

* SEE SHEET 1 OF 8 FOR NOTES AND LEGEND
* SEE SHEET 1 OF 8 FOR CONTINUATION OF CURVE AND LINE TABLES

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1
EASEMENTS





LINE TABLE		
#	LENGTH	BEARING
L157	93.21	N31°33'41"E
L158	66.82	N00°00'09"W
L159	66.67	N42°37'20"W
L160	82.58	N13°15'29"W
L161	67.71	N37°50'07"W
L170	136.60	N62°28'28"W
L181	161.20	N62°28'28"W
L182	164.38	N83°39'32"W
L183	188.96	N25°41'45"E
L184	29.74	N81°03'48"E
L185	110.49	N41°10'56"E
L186	33.24	N12°57'25"W
L187	193.99	N78°40'14"W
L188	26.87	N17°01'59"E
L189	55.73	S17°01'59"W
L190	59.35	S61°11'45"E
L191	83.24	S07°10'32"E
L192	52.62	S33°57'29"E
L193	161.96	S25°41'45"W
L194	22.00	S06°20'28"W
L195	184.38	N83°39'32"W

EASEMENT KEYNOTES:

①	20' WIDE SEE NOTE 8
②	10' WIDE SEE NOTE 9
③	25' WIDE SEE NOTE 10
④	20' WIDE SEE NOTE 14
⑤	30' WIDE SEE NOTE 15
⑥	30' WIDE SEE NOTE 16
⑦	15' WIDE SEE NOTE 17
⑧	10' WIDE SEE NOTE 17
⑨	20' WIDE SEE NOTE 17
⑩	10' WIDE SEE NOTE 14
⑪	50' WIDE SEE NOTE 18

PROFESSIONAL LAND SURVEYOR REGISTERED 7729 STATE OF IDAHO GREGORY G. CARTER

DRAWING NO: C04023_02A_FP SHEET NO. 6 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
132 North Broadmore Way · Nampa, Idaho 83687
Phone: (208) 442-6100 Fax: (208) 466-0944

BK 100 PG 13156

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

Know all men by these presents, that Eaglefield LLC, an Idaho Limited Liability Company is the owner of the real property hereafter described:

A parcel of land being a portion of Lots 1, 2, 3, 6, 7 and 8 and the vacated rights-of-way of Newell's Acreage as filed in Book 6 of Plats at Page 248 and a portion of Lot 4 and the vacated rights-of-way of the Compton Andrews Tract as filed in Book 5 of Plats at Page 223, records of Ada County, Idaho, and a portion of the SE1/4 all located in Section 11, T.4N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

Commencing at the SE corner of said Section 11 from which the E1/4 corner of said Section 11 bears North 00°49'15" East, 2645.20 feet;
thence along the South boundary line of said Section 11 North 89°27'42" West, 1313.77 feet (formerly described as South 89°27'14" West) to the E1/16 corner of said Section 11;
thence along the West boundary line of the SE1/4 of the SE1/4 of said Section 11 North 00°40'44" East, 588.88 feet to the a point on the northerly right-of-way line of State Highway 44, said point also being the REAL POINT OF BEGINNING;

thence continuing along said West boundary line North 00°40'44" East, 734.65 feet to the SE1/16 corner of said Section 11;
thence along the South boundary line of said Newell's Acreage and the easterly extension thereof North 89°25'15" West, 1316.47 feet to the CS1/16 corner of said Section 11;
thence continuing along said South boundary line North 89°26'33" West, 35.02 feet
thence leaving said South boundary line North 00°36'41" East, 154.91 feet to a point on a curve to the right;
thence along said curve 45.24 feet, said curve having a radius of 3975.00 feet, a central angle of 00°39'08" and a long chord of 45.24 feet which bears South 85°13'35" East to the point of tangency;
thence South 84°54'01" East, 120.91 feet to the beginning of a curve to the left;
thence along said curve 218.38 feet, said curve having a radius of 125.00 feet, a central angle of 100°05'48" and a long chord of 191.65 feet which bears North 45°03'05" East to the point of tangency;
thence North 04°59'49" West, 52.21 feet to the beginning of a curve to the right;
thence along said curve 149.91 feet, said curve having a radius of 75.00 feet, a central angle of 114°31'27" and a long chord of 126.17 feet which bears North 52°15'54" East to the point of tangency;
thence South 70°28'22" East, 52.01 feet to the beginning of a curve to the left;
thence along said curve 292.70 feet, said curve having a radius of 375.00 feet, a central angle of 44°43'15" and a long chord of 285.32 feet which bears North 87°10'00" East to the point of tangency;
thence North 64°48'23" East, 186.21 feet;
thence North 88°21'00" East, 49.86 feet;
thence South 26°10'17" East, 30.11 feet to a point on a curve to the left;
thence along said curve 164.05 feet, said curve having a radius of 295.50 feet, a central angle of 31°48'32" and a long chord of 161.95 feet which bears South 42°04'33" East to the point of tangency;
thence South 57°58'49" East, 208.09 feet to the beginning a curve to the right;
thence along said curve 303.18 feet, said curve having a radius of 304.50 feet, a central angle of 57°02'53" and a long chord of 290.81 feet which bears South 29°27'22" East to the point of reverse curve;
thence along said reverse curve 124.45 feet, said curve having a radius of 495.50 feet, a central angle of 14°23'24" and a long chord of 124.12 feet which bears South 08°07'38" East;
thence North 75°00'00" East, 591.52 feet to the beginning of a curve to the left;
thence along said curve 24.67 feet, said curve having a radius of 495.50 feet, a central angle of 02°51'08" and a long chord of 24.66 feet which bears North 73°34'26" East;
thence North 00°49'28" East, 32.32 feet to a point on a curve to the right;
thence along said curve 33.50 feet, said curve having a radius of 465.00 feet, a central angle of 04°07'39" and a long chord of 33.49 feet which bears South 72°56'10" West to the point of tangency;
thence South 75°00'00" West, 527.19 feet to the beginning of a curve to the right;
thence along said curve 51.11 feet, said curve having a radius of 30.00 feet, a central angle of 97°37'27" and a long chord of 45.15 feet which bears North 56°11'16" West to the point of compound curve;
thence along said compound curve 52.29 feet, said curve having a radius of 465.00 feet, a central angle of 06°26'37" and a long chord of 52.27 feet which bears North 04°09'14" West to the point of reverse curve;
thence along said reverse curve 333.55 feet, said curve having a radius of 335.00 feet, a central angle of 57°02'53" and a long chord of 319.94 feet which bears North 29°27'22" West to the point of tangency;
thence North 57°58'49" West, 208.09 feet to the beginning of a curve to the right;
thence along said curve 147.12 feet, said curve having a radius of 265.00 feet, a central angle of 31°48'32" and a long chord of 145.24 feet which bears North 42°04'33" West to the point of tangency;
thence North 26°10'17" West, 95.21 feet;
thence South 68°01'35" West, 76.70 feet;
thence South 64°48'23" West, 184.72 feet to the beginning of a curve to the right;
thence along said curve 253.67 feet, said curve having a radius of 325.00 feet, a central angle of 44°43'15" and a long chord of 247.28 feet which bears South 87°10'00" West to the point of tangency;
thence North 70°28'22" West, 52.01 feet to the beginning of a curve to the left;
thence along said curve 249.85 feet, said curve having a radius of 125.00 feet, a central angle of 114°31'27" and a long chord of 210.29 feet which bears South 52°15'54" West to the point of tangency;
thence South 04°59'49" East, 52.21 feet to the beginning of a curve to the right;
thence along said curve 131.03 feet, said curve having a radius of 75.00 feet, a central angle of 100°05'48" and a long chord of 114.99 feet which bears South 45°03'05" West to the point of tangency;
thence North 84°54'01" West, 120.91 feet to the beginning of a curve to the left;
thence along said curve 37.37 feet, said curve having a radius of 4025.00 feet, a central angle of 00°31'55" and a long chord of 37.37 feet which bears North 85°09'59" West;
thence North 04°20'41" East, 131.56 feet;
thence North 04°13'39" East, 78.55 feet;
thence North 35°44'59" East, 102.32 feet;
thence North 05°13'17" West, 129.88 feet;
thence North 47°08'34" West, 126.92 feet;
thence North 37°56'52" West, 57.63 feet;
thence South 78°19'01" East, 361.79 feet;
thence South 29°11'03" East, 119.60 feet;
thence South 80°14'44" East, 106.79 feet;
thence South 72°20'41" East, 69.93 feet;
thence South 86°52'27" East, 55.51 feet;
thence North 77°29'31" East, 55.48 feet;
thence North 65°21'31" East, 76.41 feet;
thence North 59°03'26" East, 92.55 feet;
thence North 32°50'26" East, 105.00 feet;
thence South 57°09'34" East, 126.70 feet;
thence North 32°50'26" East, 103.13 feet to a point on a curve to the left;
thence along said curve 219.55 feet, said curve having a radius of 175.00 feet, a central angle of 71°52'55" and a long chord of 205.43 feet which bears North 80°23'05" East;
thence South 89°24'33" East, 146.74 feet to a point on the West boundary line of the NE 1/4 of the SE 1/4 of said Section 11.
thence along said West boundary line South 00°40'44" West, 20.00 feet;
thence South 89°24'33" East, 659.33 feet to the NW corner of Irish Acres Subdivision as filed in Book 65 of Plats at Page 6694, records of Ada County, Idaho;
thence along the West boundary line of said Irish Acres Subdivision South 00°49'28" West, 1327.24 feet to a point on the Northerly right-of-way line of State Highway 44, said point also being on a curve to the left;

thence along said curve 677.73 feet, said curve having a radius of 22,978.31 feet, a central angle of 01°41'24" and a long chord of 677.70 feet which bears South 76°07'34" West to the REAL POINT OF BEGINNING, containing 39.38 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 erected within the lines of said easements. All lots within this plat will be eligible to receive water service from the City of Eagle which has agreed in writing to serve all the lots in this subdivision.

In witness whereof, I have set my hand this 29 day of April, Year of 2008

EAGLEFIELD, LLC
BY: EAGLE SPRINGS INVESTMENTS, LLC, IT'S MANAGING MEMBER

BY: PETER HARRIS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO)
) S.S.
COUNTY OF)

On this 29 day of April, year of 2008 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Peter Harris, known or identified to me to be the manager of Eagle Springs Investments, LLC the managing member of Eaglefield, LLC, an Idaho Limited Liability Company, that executed the instrument or the person who executed the instrument on behalf of said LLC, and acknowledged to me that such LLC executed the same.

LENNY J. RICCIO NOTARY PUBLIC STATE OF IDAHO

Lenny J Riccio
NOTARY PUBLIC FOR IDAHO
Residing in Middleton, Idaho
My Commission expires on 9/28/13

CERTIFICATE OF SURVEYOR

I, Gregory G. Carter, do hereby certify that I am a Registered 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 by me or under my direct supervision, and accurately represents the points platted thereon, and is in conformity with the state of Idaho relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR BOISE, IDAHO 7729 7/29/08 STATE OF IDAHO GREGORY G. CARTER

GREGORY G. CARTER, P.L.S. IDAHO NO. 7729

SATISFACTION OF SANITARY RESTRICTION

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

RGHH
CENTRAL DISTRICT HEALTH DEPARTMENT DATE 4/30/08

CENTRAL DISTRICT HEALTH DEPARTMENT ADA COUNTY

DRAWING NO: C04023_02A_FP SHEET NO. 7 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
332 North Broadmore Way · Nampa, Idaho 83687
Phone (208) 442-6100 Fax (208) 466-0944

BK 100 Pg 13157

FINAL PLAT FOR
EAGLEFIELD ESTATES SUBDIVISION NO. 1

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 18 day of July, year of 2007.

ADA COUNTY HIGHWAY DISTRICT

COMMISSIONER

APPROVAL OF EAGLE CITY ENGINEER

The foregoing plat was accepted and approved by the City Engineer of Eagle, Ada County, Idaho This 25 day of April year of 2008.

CITY ENGINEER

APPROVAL OF EAGLE CITY COUNCIL

The foregoing plat was accepted and approved on the 27th day of February year of 2007 by the City of Eagle, Ada County, Idaho

CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF ADA COUNTY SURVEYOR

I, the undersigned, County Surveyor 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.

Jerry L. Hosting 5-2-2008
ADA COUNTY SURVEYOR DATE
PLS 5359

CERTIFICATE OF THE ADA 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 tax for the property included in this Subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

Cecil Ingram Ley Donnapee Robinson 5/16/08
ADA COUNTY TREASURER DATE

ADA COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO) S.S.

COUNTY OF ADA)

INSTRUMENT NO. 108057044

I hereby certify that this plat was filed at the request of Eaglefield LLC at 43 minutes past 3 o'clock P .M., on this 16th day of May, in the year of 2008. in my office and was duly recorded in Book 100 of Plats at Pages 13150 through 13157.

DEPUTY

David Navarro
EX-OFFICIO RECORDER

Fee $41.00

PROFESSIONAL LAND SURVEYOR REGISTERED 7729 3/26/08 STATE OF IDAHO GREGORY G. CRAPO

DRAWING NO: C04023_02A_FP SHEET NO. 8 OF 8

LANDMARK ENGINEERING & PLANNING, INC.
1188 Northside Boulevard · Nampa, Idaho 83687
Phone (208) 442-6100 · Fax (208) 466-0944

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=6 LISA BATT
PIONEER TITLE COMPANY OF ADA COUNTY

2017-103775
10/30/2017 04:08 PM
$25.00

ACCOMMODATION

FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION ("Fourth Amendment") has been adopted as of the 25th day of October, 2017, by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association pursuant to Section 12.2.1 of the Declaration (defined below).

RECITALS:

A. Reference is made to the following documents (collectively, the "Declaration"):

1. That certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 8, 2011 and recorded June 16, 2011 as Instrument No. 111049099 in the office of the Recorder of Ada County, Idaho; as amended by

2. That certain FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated August 1, 2012, and recorded September 6, 2012 as Instrument No. 112091411 in the office of the Recorder of Ada County, Idaho; that certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION recorded May 11, 2015 as Instrument No. 2015-039839 in the office of

the Recorder of Ada County, Idaho; and that certain AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated effective April 1, 2017 and recorded June 2, 2015 as Instrument No. 2015-047882 in the office of the Recorder of Ada County, Idaho; as supplemented by

3. That certain that certain FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 18, 2013 and recorded June 19, 2013 as Instrument No. 113068209 in the office of the Recorder of Ada County, Idaho; that certain SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated June 21, 2013 and recorded July 11, 2013 as Instrument No. 113077279 in the office of the Recorder of Ada County, Idaho; that certain THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated October 7, 2013 and recorded October 15, 2013 as Instrument No. 113115549 in the office of the Recorder of Ada County, Idaho; that certain FOURTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated March 13, 2014 and recorded March 25, 2014 as Instrument No. 114021466 in the office of the Recorder of Ada County, Idaho; that certain FIFTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated October 13, 2015 and recorded October 16, 2015 as Instrument No. 2015-095898 in the office of the Recorder of Ada County, Idaho; that certain SIXTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated January 22, 2016 and recorded February 9, 2016 as Instrument No. 2016-010960 in the office of the Recorder of Ada County, Idaho; and that certain SEVENTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE SUBDIVISION dated April 25, 2017 and recorded April 28,

2017 as Instrument No. 2017-037254 in the office of the Recorder of Ada County, Idaho; and as impacted by

4. That certain Assignment of Grantor Rights dated November 4, 2016 and recorded November 4, 2016 as Instrument No. 2016-107407 in the office of the Recorder of Ada County, Idaho.

B. The Members desire to amend the Declaration as set forth herein.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration received, the Members adopt the following amendment to the Declaration:

1. Capitalized terms used but not defined in this Fourth Amendment shall have the meanings given them in the Declaration.

2. The following sentence is added to the end of Section 3.9 of the Declaration: "The Association may apply any payments received by the Association from an Owner to the oldest balances due to the Association from such Owner, despite the fact that the Owner may have designated that the payment is with respect to a newer balance due to the Association from such Owner."

3. The following sentence is added to the end of Section 4.1 of the Declaration: "Such enforcement power and authority includes, without limitation, the power and authority to impose fines and forfeitures in accordance with Association Rules."

4. Section 6.23 of the Declaration is deleted in its entirety and replaced with the following:

> 6.23 Leasing. No Owner of a Lot may lease to a non-Owner less than all of such Lot or less than all of any structure located on such Lot. For purposes of this Section, the term "lease" refers to any agreement or arrangement involving the renting, leasing, subleasing, letting, subletting, demising or assigning to any non-Owner any right to occupy or possess any Lot or portion of a Lot or any structure located on a Lot or portion of such structure. By purchasing a Lot in the Property, the Owner of such Lot agrees that the provisions of this Section do not constitute an unreasonable restraint upon the alienation of such Lot or any structure on such Lot. An Owner who leases a Lot or a structure on a Lot or any

portion thereof shall be fully responsible for the conduct and activities of any non-Owner who is permitted to occupy or possess all or any portion of the Lot or structure as if such Owner and such non-Owner were the same Person. Any Owner or other Person who occupies or possesses a Lot or structure on a Lot or portion thereof shall comply with the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, to the extent the same may be applicable to such Owner or other Person. Nothing in this Section shall be construed to require any conduct that would violate the Fair Housing Act.

5. Section 11.7 is deleted in its entirety and replaced with the following:

11.7 "Association Rules" means those rules and regulations promulgated by the Association governing conduct upon and use of the Property, the imposition of fines and forfeitures for violation of Association Rules or any other Project Documents, and procedural matters for use in the conduct of business of the Association.

6. Except as expressly amended herein, the Declaration remains unchanged and in full force and effect.

7. Notwithstanding the foregoing, nothing in this Fourth Amendment is intended to prohibit or unreasonably interfere with allowed uses of an Owner's property, which uses existed prior to the date of this Fourth Amendment.

{signature page follows}

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association hereby certify and attest that this Fourth Amendment was duly adopted and approved as of the 25th day of October, 2017 by the vote or written consent of Members representing more than sixty-five percent (65%) of the total voting power in the Association pursuant to Section 12.2.1 of the Declaration.

THE PRESERVE HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation

By: _____
Print: Thomas M Coleman, Jr.
Its: President

Attest:

_____
Print: Mike Luciano
Its: Secretary

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on Oct. 25, 2017 by Thomas M Coleman, Jr. as President of THE PRESERVE HOMEOWNERS ASSOCIATION, INC.

CARRIE HOMBURG
NOTARY PUBLIC
STATE OF IDAHO

Carrie Homburg
Notary Public for Idaho

Residing at: Melba, ID
Commission Expires: 3/10/2021

(Stamp)

My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

This record was acknowledged before me on Oct 26, 2017 by Mike Luciano as Secretary of THE PRESERVE HOMEOWNERS ASSOCIATION, INC.

CARRIE HOMBURG
NOTARY PUBLIC
STATE OF IDAHO

Carrie Homburg
Notary Public for Idaho

Residing at: Melba, ID
Commission Expires: 3/10/2021

(Stamp)

My commission expires: _____