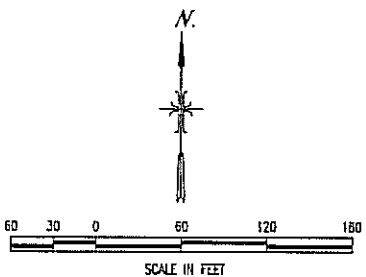
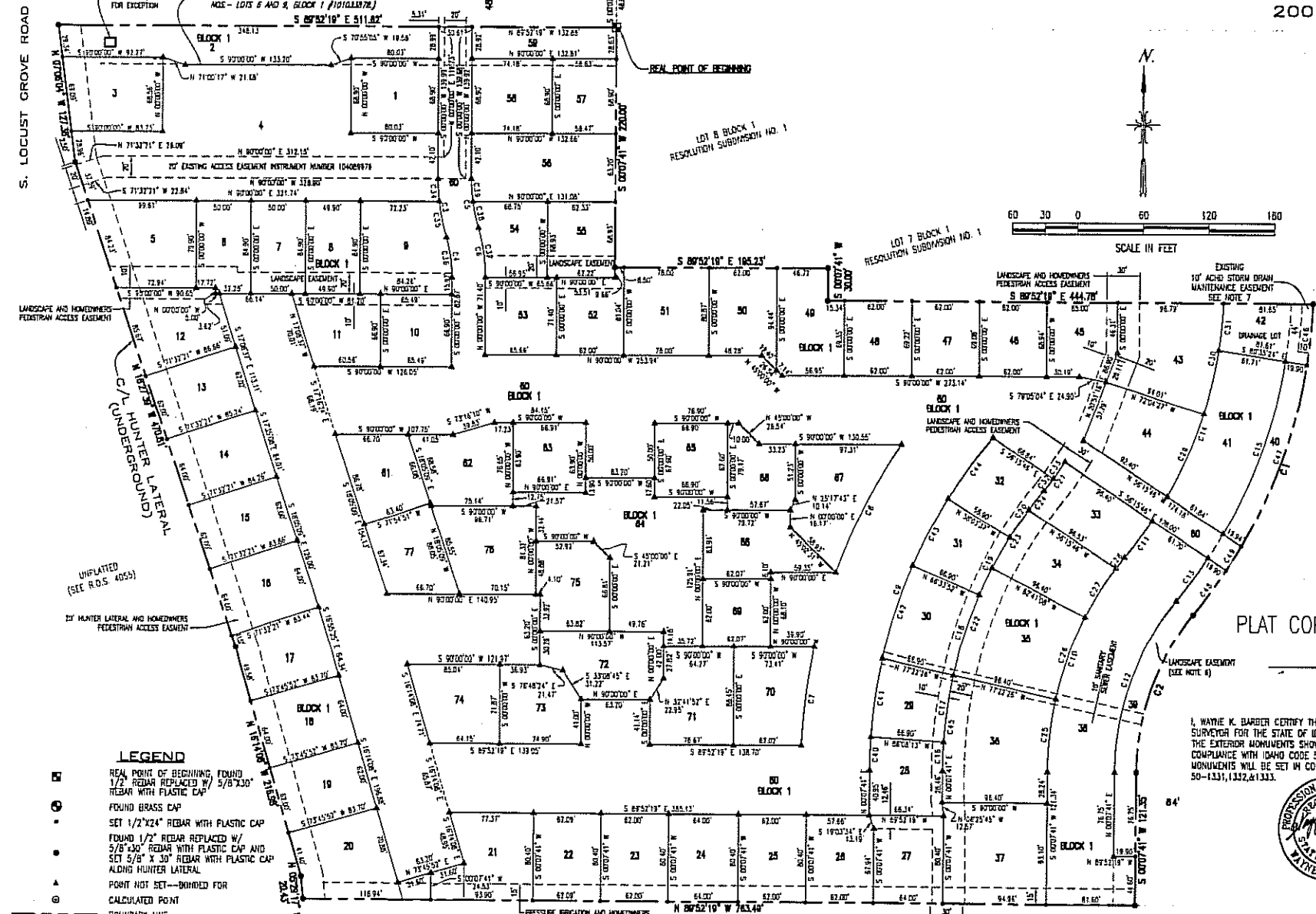


PLAT OF SAGECREST SUBDIVISION

A RESUBDIVISION OF LOT 6, BLOCK 1, RESOLUTION SUBDIVISION NO. 1 LYING IN THE NW 1/4 SECTION 20, T. 3 N., R. 1 E., B.M., MERIDIAN, ADA COUNTY, IDAHO
2004

This document is provided courtesy of the Office of the County Clerk, Ada County, Idaho.

1/4 CORNER FOUND 5/8" REBAR & PLASTIC CAP C.P.M. NO. 10315427



S. MILLENNIUM WAY
64'

E. GALA STREET

PLAT COPY INSTR. NO. _____

I, WAYNE K. BARBER CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR FOR THE STATE OF IDAHO, AND DO HEREBY CERTIFY THAT THE EXTERIOR MONUMENTS SHOWN ON THIS PLAT ARE SET IN COMPLIANCE WITH IDAHO CODE 50-1303 AND THAT THE INTERIOR MONUMENTS WILL BE SET IN COMPLIANCE WITH IDAHO CODE 50-1331, 1332, & 1333.



SAGECREST DEVELOPMENT LLC
DEVELOPER
BOISE, IDAHO

BRIGGS ENGINEERING, INC.
CONSULTING ENGINEERS
BOISE, IDAHO

LEGEND

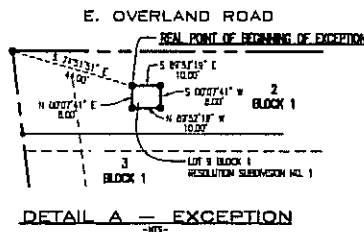
- ◻ REAL POINT OF BEGINNING FOUND
- ◻ 1/2" REBAR REPLACED W/ 5/8" X 30" REBAR WITH PLASTIC CAP
- FOUND BRASS CAP
- SET 1/2" X 24" REBAR WITH PLASTIC CAP
- ◻ FOUND 1/2" REBAR REPLACED W/ 5/8" X 30" REBAR WITH PLASTIC CAP AND SET 5/8" X 30" REBAR WITH PLASTIC CAP ALONG HUNTER LATERAL
- ▲ POINT NOT SET - BONDED FOR CALCULATED POINT
- BOUNDARY LINE
- - - SECTION LINE
- LOT LINE
- - - EASEMENT LINE
- - - SURVEY TIE LINE

SAGECREST SUBDIVISION

This document provided courtesy of TitleOne

CURVE TABLE

NUMBER	ARC LENGTH	RAIUS	DELTA ANGLE	TANGENT	CURVE DIRECTION	CHORD LENGTH
C01	372.17	475.00	137.3934°	1467.93	S 20°42'28" W	3306.53
C02	154.74	725.00	139°15'14"	862.57	S 19°49'44" W	1513.71
C03	54.45	186.81	118°43'03"	127.42	S 08°21'31" E	164.26
C04	36.84	174.40	118°43'03"	163.57	S 08°21'31" E	36.75
C05	45.52	156.00	118°43'03"	22.92	S 08°21'31" E	45.38
C06	45.81	157.01	118°43'03"	23.07	S 08°21'31" E	45.85
C07	89.43	153.10	109°58'40"	44.82	N 0°11'48" E	89.32
C08	132.29	533.10	134°18'54"	66.78	N 29°27'25" E	132.54
C09	130.61	489.90	140°18'41"	172.48	S 20°17'02" W	133.83
C10	210.86	356.60	139°24'14"	109.79	N 18°18'48" E	226.73
C11	42.16	339.40	08°11'30"	21.25	N 38°28'25" E	42.44
C12	166.42	244.90	39°24'14"	87.70	N 19°48'48" E	165.12
C13	48.70	456.10	08°07'20"	24.37	N 36°28'00" E	48.87
C14	143.82	339.40	20°36'46"	72.72	N 19°04'58" E	143.02
C15	170.03	456.10	17°24'12"	86.02	N 19°29'12" E	169.24
C16	26.27	403.00	05°44'38"	13.14	N 01°58'44" E	26.27
C17	81.64	403.00	08°45'47"	30.80	N 08°14'41" E	81.28
C18	76.03	403.00	10°48'13"	36.13	N 10°01'51" E	75.92
C19	59.82	403.00	08°30'16"	28.96	N 27°41'15" E	59.78
C20	51.40	403.00	07°35'29"	26.74	N 25°44'29" E	51.36
C21	32.71	297.20	08°18'30"	16.37	S 36°22'38" W	32.69
C22	103.31	403.00	18°41'18"	51.84	N 18°54'12" E	103.03
C23	63.63	403.00	09°02'40"	31.88	N 31°50'15" E	63.56
C24	22.31	403.00	03°10'10"	11.16	N 37°58'48" E	22.30
C25	68.68	306.80	12°29'33"	33.57	N 06°27'58" E	68.75
C26	78.60	306.80	14°41'18"	39.23	N 19°58'13" E	78.58
C27	35.67	306.80	09°52'12"	26.48	N 32°15'01" E	35.78
C28	123.52	306.80	07°07'40"	42.28	N 30°11'52" E	123.55
C29	63.44	303.40	17°09'10"	41.86	N 23°28'40" E	63.29
C30	104.05	353.40	15°09'12"	62.33	N 09°48'31" E	103.79
C31	43.67	393.40	08°21'33"	31.86	N 05°25'43" E	43.85
C32	114.20	297.00	10°44'21"	77.10	N 38°08'44" E	114.20
C33	118.51	297.00	10°31'13"	82.28	N 35°00'27" E	118.50
C34	71.19	186.81	106°02'34"	103.66	S 03°14'46" E	311.4
C35	33.30	186.81	107°13'26"	116.89	S 11°36'20" E	33.25
C36	36.86	128.45	118°43'03"	116.57	S 08°21'31" E	36.75
C37	45.81	157.01	118°43'03"	23.07	N 08°21'31" W	45.85
C38	24.35	156.00	108°58'34"	12.90	N 12°14'46" W	24.32
C39	37.17	156.00	07°48'19"	10.80	N 03°53'15" W	37.19
C40	30.63	489.90	03°14'26"	15.33	N 07°59'44" E	30.63
C41	71.87	489.90	08°45'47"	36.00	N 08°14'41" E	71.80
C42	86.85	489.90	10°48'13"	44.48	N 10°01'51" E	86.52
C43	69.75	489.90	08°30'16"	34.94	N 27°41'15" E	69.68
C44	69.71	489.90	08°30'10"	34.97	N 30°17'23" E	69.65
C45	87.91	403.00	12°29'53"	44.13	N 06°28'38" E	87.71
C46	58.20	475.00	06°37'40"	28.46	S 05°18'50" W	58.06
C47	178.48	475.00	21°31'42"	89.50	S 19°20'30" W	177.43
C48	50.71	475.00	06°07'30"	25.38	S 36°28'25" W	50.68
C49	76.04	475.00	03°08'24"	13.02	N 31°50'42" E	76.03



NOTES

- DEVELOPMENT IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, IN EFFECT AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF MERIDIAN, IDAHO, OR AS ALLOWED BY CONDITIONAL USE.
- THE OWNER SHALL COMPLY WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.
- EXCEPT LOT 60, BLOCK 1, DIRECT LOT ACCESS TO EAST OVERLAND ROAD IS PROHIBITED, UNLESS SUCH ACCESS IS SPECIFICALLY APPROVED BY THE CITY OF MERIDIAN AND ACHD.
- THE BOTTOM ELEVATION OF BUILDING FOOTINGS SHALL BE SET A MINIMUM OF 12 INCHES ABOVE THE HIGHEST KNOWN SEASONAL GROUND WATER ELEVATION.
- THOSE EASEMENTS DESIGNATED ON THE PLAT OF RESOLUTION SUBDIVISION NO. 1, AS RECORDED AT THE ADA COUNTY RECORDERS OFFICE AT BOOK 82 PAGE 9041, AS LANDSCAPE EASEMENTS ARE GRANTED TO THE RESOLUTION BUSINESS PARK PROPERTY OWNERS ASSOCIATION, INC. OR THEIR ASSIGNS.
- AN EXISTING ACHD EASEMENT FOR STORM DRAINAGE FACILITIES, AS SHOWN BY THE PLAT OF RESOLUTION SUBDIVISION NO. 1, BOOK 82 OF PLATS, PAGES 9041 TO 9042, SAID EASEMENT SHALL REMAIN FREE OF ALL ENCROACHMENTS AND OBSTRUCTIONS (INCLUDING FENCES AND TREES) WHICH ADVERSELY AFFECT THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 1000283059, RECORDS OF ADA COUNTY, IDAHO.
- RESTRICTIVE COVENANTS WILL BE IN EFFECT FOR THIS SUBDIVISION.
- THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS AND RESTRICTIONS SET FORTH IN CUP-00-015, CUP-00-016, CUP-00-017 AND CUP-00-057.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, IDAHO CODE, RIGHT TO FARM, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLECTFUL OPERATION OF ANY AGRICULTURAL OPERATION OR ANY APPURTENANCE TO IT."
- LOTS 2, 4, 38, 39, 40, 41, 42, 56, 59, 60 AND 64, BLOCK 1 ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES AND PRESSURE IRRIGATION AS REQUIRED TO SERVICE STRUCTURES AND ASSOCIATED DEVELOPMENT OF THE PROPERTY.
- LOT 64, BLOCK 1, IS A LANDSCAPE LOT TO BE OWNED AND MAINTAINED BY THE SAGECREST HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
- LOT 42, BLOCK 1, IS A LANDSCAPE/ DRAINAGE LOT TO BE OWNED AND MAINTAINED BY THE SAGECREST HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
- LOTS 2, 4, 56, AND 59, BLOCK 1, WILL BE OWNED AND MAINTAINED BY THE NORTH SAGECREST COMMERCIAL PROPERTY OWNERS ASSOCIATION OR ITS ASSIGNS.
- LOTS 38, 39, 40, AND 41, BLOCK 1, WILL BE OWNED AND MAINTAINED BY THE EAST SAGECREST COMMERCIAL PROPERTY OWNERS ASSOCIATION OR ITS ASSIGNS.
- LOT 60, BLOCK 1, WILL BE OWNED AND MAINTAINED BY THE SAGECREST HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
- LOTS 4, 38, 41, 56 AND 60, BLOCK 1, IS HEREBY DESIGNATED AS PRIVATE ACCESS DRIVEWAYS AND PROVIDES EACH LOT OWNER WITH A PERPETUAL EASEMENT FOR WIDEN-DRIVERS. THE PRIVATE ACCESS DRIVEWAYS ARE HEREBY DESIGNATED AS PERMANENT EASEMENT FOR PUBLIC UTILITIES AND SANITARY SEWER EASEMENT OVER THE 15 FEET ADJACENT TO THE PRIVATE ACCESS DRIVEWAYS.

OWNER ASSOCIATION TABLE

NORTH SAGECREST COMMERCIAL PROPERTY OWNERS ASSOCIATION

LOT NUMBER	BLOCK NUMBER
1	1
3	1
5	1
6	1
7	1
8	1
9	1
34	1
35	1
37	1
38	1

EAST SAGECREST COMMERCIAL PROPERTY OWNERS ASSOCIATION

LOT NUMBER	BLOCK NUMBER
33	1
34	1
35	1
36	1
37	1
43	1
44	1


SAGECREST HOMEOWNERS ASSOCIATION

LOT NUMBER	BLOCK NUMBER
10	1
11	1
12	1
13	1
14	1
15	1
16	1
17	1
18	1
19	1
20	1
21	1
22	1
23	1
24	1
25	1
26	1
27	1
28	1
29	1
30	1
31	1
32	1
45	1
46	1
47	1
48	1

LOT NUMBER	BLOCK NUMBER
49	1
50	1
51	1
52	1
53	1
54	1
55	1
56	1
57	1
58	1
59	1
60	1
61	1
62	1
63	1
64	1
65	1
66	1
67	1
68	1
69	1
70	1
71	1
72	1
73	1
74	1
75	1
76	1
77	1



SAGECREST SUBDIVISION

 This document provided courtesy of TitleOne

CERTIFICATE OF OWNERS

KNOWN ALL MEN BY THESE PRESENTS: THAT SAGECREST DEVELOPMENT, L.L.C., A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO AND DULY QUALIFIED TO DO BUSINESS WITHIN THE STATE OF IDAHO, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS ITS INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNER ALSO HEREBY CERTIFIES THAT THIS PLAT COMPLIES WITH IDAHO CODE 90-1334(2). ALL LOTS WITHIN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND THE CITY OF MERIDIAN HAS AGREED IN WRITING TO SERVE ALL THE LOTS WITHIN THIS SUBDIVISION.

A RESUBDIVISION OF LOT 6, BLOCK 1, OF RESOLUTION SUBDIVISION NO. 1, LYING IN THE NW 1/4 OF SECTION 20, TOWNSHIP 3 NORTH, RANGE 1 EAST, BOISE MERIDIAN, MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 20, T. 3N., R. 1E., B.M., THENCE N 89°52'19" W 1,543.28 FEET ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 20 TO A POINT; THENCE S 00°07'41" W 48.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OVERLAND ROAD THE REAL POINT OF BEGINNING OF THIS SUBDIVISION;

ALONG THE BOUNDARY OF LOT 6, BLOCK 1, RESOLUTION SUBDIVISION NO. 1 THE FOLLOWING:

- THENCE S 00°07'41" W 220.00 FEET TO A POINT;
- THENCE S 89°52'19" E 195.23 FEET TO A POINT;
- THENCE S 00°07'41" W 30.00 FEET TO A POINT;
- THENCE S 89°52'19" E 444.78 FEET TO A POINT ON A CURVE;
- THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT 312.12 FEET, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A DELTA ANGLE OF 37°38'54", TANGENTS OF 161.83 FEET, AND A LONG CHORD BEARING S 20°42'28" W 306.53 FEET TO A POINT OF REVERSE CURVATURE;
- THENCE ALONG A CURVE TO THE LEFT 154.74 FEET, SAID CURVE HAVING A RADIUS OF 225.00 FEET, A DELTA ANGLE OF 39°24'14", TANGENTS OF 80.57 FEET, AND A LONG CHORD BEARING S 19°49'48" W 151.71 FEET TO A POINT;
- THENCE S 00°07'41" W 121.35 FEET TO A POINT;
- THENCE N 89°52'19" W 763.49 FEET TO A POINT;
- THENCE N 05°29'17" W 20.43 FEET TO A POINT;
- THENCE N 16°14'08" W 216.98 FEET TO A POINT;
- THENCE N 18°27'39" W 470.81 FEET TO A POINT;
- THENCE N 07°08'04" W 127.38 FEET TO A POINT;

THENCE S 89°52'19" E 511.62 FEET TO THE REAL POINT OF BEGINNING OF THIS SUBDIVISION, CONTAINING 14.49 ACRES, MINUS THE EXCEPTION DESCRIBED BELOW, MORE OR LESS.

EXCEPT LOT 9, BLOCK 1, RESOLUTION SUBDIVISION NO.1 AS SHOWN ON BOOK 82, PAGE 9041, RECORDS OF ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 20, T. 3N., R. 1E., B.M., THENCE N 89°52'19" W 1,543.17 FEET ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 20 TO A POINT; THENCE S 00°00'00" W 48.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF OVERLAND ROAD; THENCE N 89°52'19" W 511.82' FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE S 74°51'31" E 44.00' FEET TO THE REAL POINT OF BEGINNING OF THIS EXCEPTION;

- THENCE S 89°52'19" E 10.00' FEET TO A POINT;
- THENCE S 00°07'41" W 8.00' FEET TO A POINT;
- THENCE N 89°52'19" W 10.00' FEET TO A POINT;
- THENCE N 00°07'41" E 8.00' FEET TO THE REAL POINT OF BEGINNING OF THIS EXCEPTION, CONTAINING .002 ACRES, MORE OR LESS.

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 30th DAY OF April, 2004

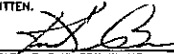

DIRK MARCUM, MEMBER
SAGECREST DEVELOPMENT, L.L.C.

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } 55

ON THIS 30th DAY OF April, 2004 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DIRK MARCUM, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OF THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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


NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO

MY COMMISSION EXPIRES: July 23, 2004



CERTIFICATE OF SURVEY

I, WAYNE K. BARBER, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS MAP HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP IS AN ACCURATE REPRESENTATION OF SAID SURVEY, AND IS IN CONFORMITY WITH THE CORNER PERPETUATION AND FILING ACT, STATE OF IDAHO CODE 55-1801 THROUGH 55-1812 AND TO THE IDAHO CODE RELATING TO SURVEYS.



WAYNE K. BARBER, P.L.S. 8444

This document provided courtesy of TitleOne

SAGECREST SUBDIVISION

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 13th DAY OF April 2004.

[Signature]
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY ENGINEER

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

[Signature: Brad R. Watson]
CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF MERIDIAN, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13th DAY OF April, 2004, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

[Signature: Julie Berg]
MERIDIAN CITY CLERK



CERTIFICATE OF COUNTY SURVEYOR

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

[Signature: Jerry L. Hastings]
Acting COUNTY SURVEYOR PLS 5359
9-24-2004

CERTIFICATE OF COUNTY TREASURER

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

[Signature: Junda Fischer] by [Signature: Jodi Wagner] 9-24-04
COUNTY TREASURER Deputy Treasurer DATE



HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL NO DRINKING WATER OR SEWER/ SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET THE OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1328, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/ SEPTIC FACILITIES SHALL BE ALLOWED.

[Signature: Malcolm McLean] R.E.H.S. 8-20-04
CENTRAL DISTRICT HEALTH DEPARTMENT

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 104123401
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Briggs Engineering AT 5 MINUTES PAST 11 O'CLOCK A.M., THIS 27th DAY OF September, 2004, IN MY OFFICE AND WAS DULY RECORDED IN BOOK 90 OF PLATS AT PAGES 10438 AND 10441 thru

[Signature: J. Daniel Newman]
DEPUTY EX-OFFICIO RECORDER

Fee: \$21.-





7

s document
ided courtesy
f TitleOne

Sagecrest Property Owners Association Rules

1) Pet Rules:

- a. Pets must be 25 pounds or under fully grown. Absolutely no puppies will be allowed in any unit.
- b. No more than two pets will be allowed in any unit at anytime. Tenants are not allowed to have animals visiting or baby sitting for off site individuals.
- c. All dogs must be on a leash at all times when in common areas.
- d. All pets must have a pet agreement filed with the on-site manager.
- e. All pet droppings must be picked up immediately. If not picked up and the on-site manager warns the tenant more than twice in writing, the tenant will be billed \$50.00 for the on-site to clean up. If the tenant does not pay the bill then the bill will be forwarded to the owner of the building to pay. If the on-site manager picks up after the pet more than twice, with or without payment, the owner/manger of the unit will be told to have the tenant get the pet off the property.
- f. Owners not wishing to have any pets in their units must inform the on-site manager and their manager so they can keep an eye on their building. In the event an animal is found in that unit the owner/ manager of that building will be notified to handle the situation.

2) Children and Occupants of all units:

In order to keep our complex safe and looking its best at all times, children under the age of 6 years old are not to be left unattended outside of a unit, and must be supervised by an adult at all times. If any tenant, their occupant, regardless of age, or their guest are seen causing any damage to the complex, the tenant will pay for any and all damage that was created at a \$50.00 per hour rate. If not paid, the tenant will receive a 30-day notice to vacate from the owner/manager of that unit. If the tenant does not pay the bill at that point, the bill will be forwarded to the owner of the building to pay. If there are more than two incidents from the same tenant or their occupants, a 30-day notice to vacate from the owner/manager of that unit will be required.

3) Parking Rules:

- a. Towing of cars will be in effect, at the car owner's expense, if the following rules are not abided by. If these rules are consistently violated by a tenant, the owner/manager will immediately issue a 30-day notice asking the tenant to vacate:
 1. Vehicles(s) is double parked.
 2. Vehicle(s) parked illegally in fire lanes.
 3. Vehicle(s) illegally parked in handicap areas.
 4. Vehicles(s) is not legally registered and current.
 5. Vehicles(s) is not in running condition.
 6. Vehicles(s) has flat tires.
- b. Vehicle maintenance is not allowed in the complex. This includes any major or minor repairs.
- c. At any given time, only two vehicles per unit are allowed to be parked in the complex. This includes guest parking if the complex parking gets full - enforcement of guest parking is at the on-site manager's discretion.

A handwritten signature in black ink, possibly reading 'RMT'.

- 4) **Clubhouse, Pool, Weight Room, and Playground Addendum:**
 - a. All tenants must sign an addendum with the on-site manager to be able to use any and all facilities on this complex.
 - b. For safety purposes no children under the age of thirteen will be allowed to use any of these facilities without adult supervision.
- 5) **Leases for this Complex:**
 - a. All owners/managers will be required to issue a copy of a lease for all units in this complex to the on-site manager.
 - b. All owner/managers will be required to inform the on-site manager of a tenant vacating a unit so the on-site manager can remove the copy of the lease from the files.
 - c. All owner/managers will be required to provide the best contact information for their tenants to the on-site manager.
- 6) **Owners Contact Information:**
 - a. All owners must provide a current address, phone numbers, and e-mail address (if available) to the president of the association. In the event the president is not known the owner can inform the on-site manger of the same information to forward to the president.
 - b. All management companies of owners' units must provide the owner's current address, phone numbers, and e-mail addresses (if available) of the owners they manage for to the president of the association. In the event the president is not known the manager can inform the on-site manger of the same information to forward to the president.
 - c. If a building sells, the new owner or manager of the building must inform the president of the association of the new owner's name, current address, phone numbers, and e-mail address (if available). In the event the president is not known the manager can inform the on-site manger of the same information to forward to the president.

These rules are to be followed at all times by all owners, managers and their tenants. In the event any managers choose to not abide with these rules established by the Sagecrest Board of Directors the owner in question will be contacted by the association president and the owner will be required to stop using that management company in this association. If the owner chooses to not discontinue that manager's service a fine will be placed on all buildings that manager is managing in the amount of \$100.00 per day and if not paid each month then a lien will be placed on that owner's building(s) until the management company is relieved of their duties.



Rene Alcaraz

President of Sagecrest Property Owners Association

Date: 2-16-07

(Jurat Attached)



Jay Arla

Vice President of Sagecrest Property Owners Association

Date: 2/26/07

ACKNOWLEDGMENT

State of Idaho
County of Ada
On this 26 day of Feb, 2007, Arta Jayasankar
personally appeared before me,

who is personally known to me,
 whose identity I verified on the basis of Idaho Drivers Lic
whose identity I verified on the oath/affirmation of _____

a credible witness,
to be the signer of the foregoing document, and he/she acknowledged that
he/she signed it.

Julie Pinkos Notary Signature
My Commission Expires: 01-13-09



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 06/22/07 04:34 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Stewart Title Company

AMOUNT \$6.00



Re-record

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 93.00 31
BOISE IDAHO 11/18/04 11:48 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
First American
104146558

31

Re-record to add Section 6.6A per Sagecrest Property Owners Association
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions is made effective this 18th day of November, 2004, by the Sagecrest Development, L.L.C., an Idaho limited liability company ("Declarant").

RECITALS

- A. Declarant is Sagecrest Development, L.L.C., which is the owner of certain real property in Ada County, Idaho, which is described in Exhibit A, and which is attached and incorporated by reference (hereinafter the "Property"), as further defined at Article II).
- B. The Property is the multi family portion of the plat of Sagecrest Subdivision. The other portions of the plat of Sagecrest Subdivision consist of a commercial section to the north of the Property and a commercial section to the east of the Property (collectively the "Commercial Sections of Sagecrest Subdivision").
- C. Sagecrest Subdivision is a re-plat of Lot 6 of Resolution Subdivision No. 1.
- D. Declarant has deemed it desirable to impose a general plan for the improvement and development of the Property by the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every Residential Lot and portion thereof and upon the use, occupancy and enjoyment thereof; all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.
- E. Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property, pursuant to the provisions of this Declaration, to create a non-profit corporation to which shall be delegated and assigned the powers of maintaining the Property as hereinafter provided, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

**ARTICLE I
DECLARATION**

Declarant hereby declares that each Residential Lot, parcel or portion of the Property, is and shall be held, sold, conveyed, leased, occupied and improved subject to the following terms, covenants, conditions, easements 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, covenants, conditions, easements and restrictions set forth herein: (i) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any

right, title or interest in the Property or any Residential Lot, parcel or portion thereof; (ii) shall inure to the benefit of every Residential Lot, parcel or portion of the Property and interest therein; (iii) shall inure to the benefit of and be binding upon Declarant's successors in interest, and each grantee or Owner and such grantees or Owner's respective successors in interest; and (iv) may be enforced by Declarant, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described.

The Commercial Sections of Sagecrest Subdivision are not subject to any of the terms, covenants, conditions, easements and restrictions set forth herein unless otherwise specifically indicated herein.

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 limit Declarant's right to maintain model units, construction, sales, or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property, nor Declarant's right to post signs incidental to construction, sales or leasing activities.

Declarant hereby further declares that each Residential Lot, parcel or portion of the Property shall further be held, sold, conveyed, encumbered and subject to the Master Declaration, as defined in Article II below, except as otherwise provided herein.

ARTICLE II DEFINITIONS

Articles: The Articles of Incorporation of the Sagecrest Multi Family Property Owners' Association.

Assessments: Those payments required of Association Members, including Regular, Special and Limited Assessments of the Association, and as further required in the Master Declaration.

Association: The Sagecrest Multi Family Property Owners' Association, which Association shall be deemed to be a "Sub Association" as that term is defined and used in Master Declaration.

Association Rules: Those rules and regulation promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of the Association; the imposition of fines, fees and forfeitures for violations of Association Rules and use of Common Areas, and procedural matters for use in the conduct of the business of the Association.

Board: The Board of Directors of the Association.

Bylaws: The Bylaws of the Association.

Common Areas: All real property, fixtures, personal property and Improvements owned, leased or otherwise held now or in the future by the Association exclusively for the common use and enjoyment of the Owners, including:

- (a) Lot 60, Block 1 of Sagecrest Subdivision (the "Driveway and Parking Lot"), which lot includes, without limitation, the asphalt driving and parking area, concrete planters and parking dividers, parking striping, drainage catch basins, grease traps, and drainage beds underneath the asphalt surfaced areas, and mailbox clusters; and
- (b) Lot 64, Block 1 of Sagecrest Subdivision (the "Recreational Center Lot"), which lot includes, without limitation, the recreation center building, play area, pool and its landscaped areas, which Recreational Center Lot shall become part of the Common Area only upon the Association's acquisition of the same from the Declarant, which acquisition shall be evidenced by a deed conveying the Recreational Center Lot to the Association. Until such time as the deed is placed of record, Records of Ada County, Idaho, ownership of the Recreational Center Lot shall be retained by the Declarant.
- (c) The Drainage Lot (Lot 42, Block 1 of Sagecrest Subdivision).

Declarant: The Sagecrest Development, L.L.C., or its successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by Sagecrest Development, L.L.C., or its successor.

Declarant Control Period: The period commencing on the date on which this Declaration is first recorded with the Office of Recorder of Ada County, Idaho and ending upon the first to occur of the following:

- (a) When 100% of the total number of the Residential Lots on the Property are no longer owned by the Declarant; or
- (b) When, in its discretion, Declarant so elects in writing.

Declaration: This Declaration of Covenants, Conditions and Restrictions for Multi Family Portion of Sagecrest, as it may be amended from time to time.

Drainage Facilities: All drainage catch basins, grease traps, and drainage beds underneath the asphalt surface areas, together with the Drainage Lot.

Four Plex: A residential building on each Residential Lot of the Property that is comprised of four separate single family residential units.

Improvement: Any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to the Four Plexes, fences, driveways, Sidewalks, bicycle

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION - 3

paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, drainage facilities, and fixtures of any kind whatsoever.

Lot: Any numbered Lot of land shown on the Multi Family Portion of the Plat.

Master Declaration: Master Declaration of Covenants, Conditions, Restrictions and Easements for Resolution Subdivision, as recorded with the Ada County Recorder's Office on September 25, 2001, as instrument number 102092801, and as may be hereafter amended. Said Master Declaration is incorporated herein by reference. When used in this Declaration the terms which are defined in the Master Declaration shall have the same meanings ascribed to them therein; provided, however, that any term defined in this Declaration shall have the meaning given herein.

Member: Each person or entity holding a membership in the Association.

Multi Family Portion: That portion of the Plat that consists of forty-eight (48) Residential Lots each improved with a Four Plex, the Recreational Center Lot, that portion of the Driving and Parking Lot that is contiguous to the Residential Lots, and the Drainage Lot.

Owner: The person or other legal entity, including Declarant, holding fee simple title of record to a Residential Lot and buyers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

Person: Any individual, partnership, corporation or other legal entity.

Plat: The plat of Sagecrest Subdivision as recorded at the office of Ada County Recorder, State of Idaho, which plat includes the Property.

Property: The real property described in Exhibit A.

Resolution Business Park, LLC: The Developer/Owner who executed the Master Declaration.

Resolution Business Park POA: The Resolution Business Park Property Owners' Association, Inc., an Idaho non-profit corporation.

Residential Lots: All Lots on the Multi Family Portion of the Plat, except the Recreational Center Lot, the Driving and Parking Lot, and the Drainage Lot.

Sidewalks: Any sidewalks and pedestrian paths on the Property, including the sidewalks that are on the Residential Lots in front of the Four Plexes and the perimeter sidewalk on the Residential Lots that is on the easterly, southerly and westerly perimeter of the Property.

Structure: The term "Structure" shall include all Four Plexes, all Improvements to the Recreational Center Lot, including the recreational center, pool and play area; and all asphalted areas, including the Driveway and Parking Lot.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION - 4

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Subdivision: Multi Family Portion of Sagecrest Subdivision.

Tenant: Any person occupying a residential unit in a Four Plex, other than an Owner.

**ARTICLE III
NATURE OF OWNERSHIP/MAINTENANCE**

3.1 **Title:** Title to a Residential Lot may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.

3.2 **Inseparability:** No ownership of a Residential Lot may be further divided and shall always be conveyed, devised, encumbered and otherwise affected only as a completed Lot. Notwithstanding the foregoing, it is contemplated that the Owner of any Four Plex will lease to separate Tenants the individual residential units of the Four Plex.

3.3 **Maintenance of Lots and Four Plexes.**

A. The Association shall maintain the following:

1. The following portions of the exterior of each Four Plex: siding, structural portions of the Four Plexes, street lamps mounted on the Four Plexes, and all other exterior surface areas, including the entry way, exterior stairs, railings and decks, and roofs.
2. All Sidewalks on the Property.
3. All landscaping on the Property, including, without limitation, all grass areas, shrubs, trees and bushes that are on Residential Lots and the Recreational Center Lot, and all planters, whether they are on Residential Lots or in the Common Area.
4. Drainage Facilities, including the Drainage Lot.
5. The Common Areas.
6. Any perimeter fence.
7. The main lines, service lines, valves, and sprinkler heads of the PUIS on the Property to the extent that they are not maintained by the Nampa Meridian Irrigation District.

B. The Owner shall maintain the following:

1. The following portions of the exterior of each Four Plex: windows, doors, exterior air conditioning units and all other exterior maintenance not performed by the Association; and
2. The entire interior of the Four Plexes, including but not limited to flooring, ceilings, walls and wall coverings, appliances, plumbing and plumbing fixtures, electrical system and fixtures, all interior components of the heating and air conditioning system.

C. Cost of Maintenance:

1. The cost of all maintenance performed by the Association shall be included as part of the Owner's Regular Assessments, as provided at Sections 7.2 and 7.3, except to the extent that the cost of any such maintenance materially exceeds the cost for similar maintenance on other Residential Lots and Four Plexes. Such excess cost may be charged to the Owner as a Limited Assessment in the Board's discretion.
2. The cost of all maintenance required to be performed by the Owner shall be paid for by the Owner.

D. Condition of Lots and Four Plexes. Each Residential Lot and Four Plex, and any and all Improvements from time to time located thereon or therein, shall be maintained in good condition and repair.

3.4 Utilities: Each unit of each Four Plex will be separately metered for electricity and gas. Notwithstanding the separate meters and any lease obligation of the Tenants to pay for their utilities, the Owner shall be responsible for all sewer, water, electrical, gas, and real property taxes associated with the Owner's Four Plex. The Association shall pay for trash service associated with the units of the Four Plexes.

3.5 Owner's Right with Respect to Interiors: Each Owner shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior portions of their Four Plex, except that Owners shall obtain the consent of the Association with regard to window treatments which are visible from the exterior of the Four Plex, the color, texture and materials of which shall correspond with the general color and architectural scheme of the Property.

3.6 Easements for Access for Repair, Maintenance: The Association is hereby granted an irrevocable easement for purposes of access to and upon each Residential Lot and Four Plex, during reasonable hours and as necessary for the maintenance and repair of the Residential Lot and Four Plex located thereon.

3.7 Restriction on Exterior Construction: No building, fence, wall, or other structure, or any landscaping or other Improvement shall be commenced, erected, altered, or maintained upon the Property, nor shall any exterior additions thereto or change or alteration therein be made until and without the express prior written consent of the Board of Directors, which consent can be withheld for any reason. This Article shall not affect or in any way be applicable to the Declarant, insofar as the Declarant's full development and construction of the Property is concerned.

3.8 Failure of Owner to Maintain such Owner's Residential Lot or Four Plex: In the event the Owner of any Residential Lot improved with a Four Plex shall fail to maintain any portion of such Owner's Residential Lot that *Owner is responsible to maintain*, in a manner reasonable satisfactory to the Board, after approval by vote of at least sixty percent (60%) of the members of the Board present and voting and subject to such Owner's right to notice and a hearing before the Board, the Association may, through its agents and employees, enter upon the Residential Lot or Four Plex and repair, maintain and restore the Residential Lot, or the Four Plex. The cost of such repair, maintenance and restoration shall be chargeable to the Owner of such Residential Lot or Four Plex and shall constitute a lien on the Residential Lot of such Owner, collectible in the same manner as Limited Assessments under this Declaration.

3.9 Exemption for Declarant: The activities of Declarant in the development, construction, ownership, sale and leasing of any Residential Lots, Four Plexes, or other portions of the Property or Improvements erected upon any such portion of the Property shall not be deemed to violate any provision of this Article III.

ARTICLE IV RESOLUTION SUBDIVISION RESTRICTIONS

4.1 Resolution Business Park POA Agreement: By acceptance of a deed to any Residential Lot in the Property each owner of such Residential Lot hereby acknowledges that the Property is subject to the Master Declaration and that the Declarant has sought an agreement with the Resolution Business Park, LLC seeking its approval that the following provisions would apply to the Multi Family Portion of Sagecrest Subdivision, **BUT THAT NO SUCH AGREEMENT HAS YET BEEN REACHED AND DECLARANT MAKES NO REPRESENTATION THAT SUCH AN AGREEMENT WILL BE REACHED:**

- A. The Association is a Sub-Association as that term is defined and used in the Master Declaration. There will be one or more property owner associations for the Commercial Sections of Sagecrest Subdivision, which association(s) will also be a Sub-Association, as that term is defined in the Master Declaration.
- B. Except as provided in Section 4.2, the Residential Lots will not be subject to the Resolution Business Park POA Assessments.
- C. Irrigation water will be provided to the Residential Lots by the pressurized irrigation system (PUIS) developed by the Resolution Business Park, LLC, and owned by Nampa Meridian Irrigation District. In addition to the Assessment

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY
PORTION OF SAGECREST SUBDIVISION - 7**

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provided for in Section 4.2, if the Association is billed for the Property's share of irrigation water, maintenance and operations by the Nampa Meridian Irrigation District, the Association will include such share in the Association's regular Assessments, more particularly described in Section 7.3.

- D. The Declarant has submitted a complete set of construction plans, including a site plan with setbacks, elevations, landscape plan, drainage plan (collectively the "Construction Plans") for three models of Four Plexes. Resolution Business Park, LLC, on behalf of the Architectural Control Committee under the Master Declaration has approved the Construction Plans. Only three Four Plex models and the planned improvements to the Recreation Center Lot are approved, and the approval requirements set forth in the Master Declaration are considered to be met with respect to these Construction Plans.

4.2 Limited Payment of Resolution Business Park POA Assessments: Pursuant to the Master Declaration, the Association shall be assessed, at a minimum, and shall pay twenty percent (20%) of the total of (i) the landscape maintenance for the perimeter landscaping along Overland Road and Millennium Blvd., installed by the Resolution Business Park, LLC (including lighting within the landscaped areas) and (ii) pressurized irrigation and maintenance and operation expenses associated with the perimeter landscaping on Overland Road and Millennium Blvd. The remaining ten percent (10%) [bringing it to a total of thirty percent (30%)] of such items shall be paid by the Sub-Association(s) of the Commercial Sections of Sagecrest Subdivision.

ARTICLE V CERTAIN RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS AND FOUR PLEXS

In addition to all other covenants contained in this Declaration, the use of each and every Residential Lot and Four Plex is subject to the following:

5.1 Use as a Multi Family Dwelling: Each Residential Lot and Four Plex shall be used as multi family residential use and for no other purposes.

5.2 Signs: No signor billboard of any kind shall be displayed to the public view on any Residential Lot or Four Plex except for:

- A. Directional and identification signs established by the Declarant, Association or the Board.
- B. After the termination of the Declarant Control Period, no signs, including signs for rent or for sale, shall be placed on any Residential Lot or on any Four Plex. Rather, the Board may provide an area within the Recreational Center for posting of advertisements, advertising Four Plexes for sale, and/or units within the Four Plexes for rent.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION - 8

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C. At both the Overland Rd. and Millennium Way entrance to Sagecrest Subdivision, the Declarant shall install a monumental sign identifying the "Sagecrest Apartments" and directing interested Tenants, or potential purchasers, to the "for sale" and "for rent" information contained in the Recreational Center.

D. Subject to rules and limitations established by the Declarant or by the Board, small address plates identifying the address of units in the Four Plexes.

5.3 Temporary Structures, Vehicles, Etc.:

A. No building of a temporary character or trailer, tent, or out-buildings shall be placed upon the Property or used on or in connection with any Residential Lot or any Four Plex at any time, either temporarily or permanently; and

B. No trailer, motor home, truck (other than a ½ ton pickup truck), camper, boat or similar vehicle or equipment shall be permitted to be kept or parked upon the Property.

5.4 Antennas: No towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on the Property.

5.5 Fences. Excepting the perimeter fence installed by the Declarant, no other fences shall be erected and maintained, or permitted to be maintained on the Property.

5.6 Mailboxes: Declarant will construct mailbox clusters in number and location as acceptable to the U.S. Postal Service, which clusters will provide a locked mailbox for each unit of each Four Plex. No other mailboxes shall be permitted.

5.7 Trash: The Owner shall be responsible for insuring that the Owner's Residential Lot is free from garbage and other debris, except landscape materials. The Association shall provide designated areas for the Owner and their Tenants to drop off trash for trash pick up service.

5.8 Animals and Pets: Each Owner shall conform with rules and regulations respecting dogs, cats and other pets and animals, as established from time to time by the Board.

5.9 Laws and Ordinances: Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State, or municipal governments or authorities applicable to use, occupancy, construction and maintenance of such Owner's Residential Lot and Four Plex.

5.10 Leases by Owners: Each Owner shall have the right to lease units in their Four Plex. However, any such lease shall conform with the rules and regulation as established from time to time by the Board.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION - 9

5.11 Parking and Auto Repair. No automobiles or other vehicles shall be parked in any street or upon any portion of the Property except within the striped parking areas, or carport, if any, designated as such by the Board. No Tenants or Owner shall park at any one time more than two vehicles any where on the Property, including in the designated parking areas. No work on automobiles or other vehicle repair shall be performed in any visible or exposed portion of the Property except in emergencies.

5.12 Abandoned, Inoperable or Oversized Vehicles: Abandoned or inoperable automobiles or vehicles of any kind, except as provided below in this Section 5.9, shall not be stored or parked on any portion of the Property. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the owner of such vehicle or posted on the vehicle. If such vehicle has not been removed within thirty-six (36) hours after such notice, or other reasonable notice has been given, the Association shall have the right to remove the vehicle without liability, and the expense of removal and storage shall be charged against the owner of the vehicle.

5.13 Noxious Activities: No noxious or offensive activity shall be carried on upon any Residential Lot or Four Plex nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance either to any other Owner or Tenant in their enjoyment of their Residential Lot or Four Plex unit, the Common Area, or the Sidewalks.

5.14 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to the Owners or Tenants. No noise 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 the Owners' Tenants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of Declarant during the period of Declarant Control, or, thereafter, of the Board.

5.15 Limitations on Application of Restrictions: The restrictions set forth in this Article V shall not apply to Declarant, or Declarant's designated successors and assigns until the expiration of the Period of Declarant Control.

5.16 Declarant's Exception: Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the fullest latitude to develop the Property and to sell the Residential Lots improved with Four Plexes or to lease units therein without reservation, except as imposed by applicable zoning, subdivision, and other land use laws. Declarant may make such use of the unsold or unleased Four Plexes and Residential Lots as may facilitate the construction, improvement, sale and leasing of the Property, including, but not limited to, the maintenance of a sales and rental office, the showing of portions of the Property, and the display of signs. Declarant shall have an easement over the Property for ingress, egress and parking for

itself, its agents, employees and prospective buyers of Residential Lots improved with Four Plexes.

ARTICLE VI SAGECREST MULTI FAMILY SUBDIVISION PROPERTY OWNERS' ASSOCIATION

6.1 Organization: The Sagecrest Multi Family Property Owners' Association ("Association") shall be initially organized by Declarant as an Idaho, non-profit corporation. The Association is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

6.2 Membership: Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the fee Ownership of any Residential Lot. Ownership of such Residential Lot shall be the sole qualification for membership. Transfer of a Residential Lot shall automatically transfer membership in the Association.

6.3 Association Control: Until the termination of the Declarant Control Period, the Declarant, or the Declarant's successor or assignee, shall have the exclusive control of the Association and the Owners, excluding the Declarant, shall not have the right to vote on any matters involving the operation of the Association or the Association's exercise of its authority. On an after the termination of the Declarant Control Period, the membership shall be franchised and each Member shall be entitled to one vote for each Lot owned.

6.4 Voting Rights: The Association shall have one (1) class of voting members, which shall consist of all Owners, who shall be entitled to one (1) vote for each Residential Lot owned, subject to the restriction contained in section 6.3. When more than one person or entity holds an interest in any Residential Lot, all such persons, or the entity as the case may be, shall be entitled to all rights and privileges of membership. The vote for such Residential Lot shall be exercised as its Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Residential Lot.

6.5 No Fractional Votes, Severance of Voting Rights: Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, such Owners shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Residential Lot(s) from which the vote derived. The right to vote may not be severed or separated from the Ownership of the Residential Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a property manager or Tenant of the Four Plex concerned, for the term of the lease or the term of the management contract. Any

sale, transfer or conveyance of such Residential Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner.

6.6 Board of Directors and Officers: The affairs of the Association shall be conducted and managed by the Board of Directors (**Board**) and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

6.7 Powers and Duties of Association.

A. Powers. The Association shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and Declaration. The Association shall have the power 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 this Declaration, and the Articles and Bylaws, and to do or perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Association's affairs and the performance of the other responsibilities herein assigned, including, without limitation:

1. Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.
2. 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 who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.
3. Delegation of Powers: The authority to delegate its powers and duties to any person, firm or corporation, specifically including a property management company and/or a home owners' association management company. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.
4. Association Rules: The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. Provided, however, that any Association Rules shall apply equally to all Owners and Tenants and shall not be inconsistent with this Declaration, the Articles or Bylaws. 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. It shall be the responsibility of the Owner to distribute a copy of the Association Rules to each of the Owners' Tenants, if any. 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. The Association shall post a copy of the Association Rules in a conspicuous place in the recreation center. In the event of any conflict between such Association Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency. During the period of Declarant Control, all rules must be approved by Declarant in order to become effective.

5. Duties: In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, 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:

- (a) 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.
- (b) Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.
- (c) 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 Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.
- (d) Duty to Accept Property Transferred by Declarant. The Association shall accept title to any property, including without limitation, any improvements thereon, any easement or other right, and personal property transferred to the Association by the Declarant or by any third party with Declarant's permission, and equipment related thereto, together with the responsibility to perform any and all Association functions associated therewith, provided that such property and functions are not inconsistent with the terms of this Declaration. Without limiting the foregoing, it is contemplated that the Declarant shall transfer to

the Association by good and sufficient deed Residential Lot 64, Block 1, that portion of Lot 60, Block 1 that is contiguous to the Residential Lots, and the Drainage Lot, together with any Improvements thereon.

- (e) Safety and Security. Each Owner and occupant and Tenants of a Four Plex unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Village. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each person provides for himself and his property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

6.8 Personal Liability: No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Declarant, shall be personally liable to any Owner or Tenants, 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, other committee, or any officer of the Association, or the Grantor, 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.

ARTICLE VII ASSESSMENTS

7.1 Covenant to Pay Assessments: By acceptance of a deed to any Residential Lot in the Property each Owner of such Residential Lot hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. IN ADDITION, as provided as Section 4.2, any Owner of a Residential Lot within Resolution Subdivision hereby covenants and agrees to pay when due the Owner's pro rata share of all assessments or charges made by the Resolution Business Park POA either against the Association or against such Owner pursuant to the Master Declaration.

- A. Assessment Constitutes Lien. Such Assessments and charges, together with interest at a rate established by the Board, 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 Residential Lot against which each such Assessment or charge is made.
- B. Assessment is Personal Obligation. Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also

be the personal obligation of the Owner of such Residential Lot beginning with the time the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he remains an Owner.

7.2 Uniformity of Assessments: Regular Assessments, including the Association's expenses of Four Plex and Residential lot maintenance and repair, shall be uniform as to all Owners; except that, in the discretion of the Board, if maintenance or repair costs for any specific Residential Lot or Four Plex are materially in excess of the cost for similar repair or maintenance on the other Residential Lots and Four Plexes in the Property, the Board may assess such excess cost as a Limited Assessment against such Owner.

7.3 Regular Assessments: The regular assessments may include, and shall be limited to, the following regular expenses:

- A. The Association's repairs and maintenance of Residential Lots and Four Plexes expenses, as described at **Article III**;
- B. Any assessments made by the Nampa Meridian Irrigation District in connection with irrigation water, and operation and maintenance expenses relating to the irrigation of the Property, as generally described at **Section 4.1** above;
- C. Expenses of the management of the Association and its activities;
- D. Taxes and special assessments upon the Association's real and personal property;
- E. Premiums for all insurance which the Association is required or permitted to maintain;
- F. Common services to Owners as approved by the Board;
- G. Legal and accounting fees for the Association;
- H. Expenses related to the maintenance and operation of the Common Areas, including maintenance and operation of the Recreation Center Lot with its related facilities, maintenance of the portion of Lot 60, Block 1 that is contiguous to the Residential Lots; Sidewalk maintenance and repairs; and maintenance of the Drainage Facilities, including the Drainage Lot.
- I. Any deficit remaining from any previous assessment year; and
- J. The creation of reasonable contingency reserves for future repairs and maintenance or improvements, administration expenses, or legal expenses.

Regular assessments shall be paid monthly, or as otherwise determined by the Board, as provided in **Section 7.6**.

7.4 Declarant's Obligations: Prior to the expiration of the Declarant Control Period, the Declarant shall (only for Association Assessments, not Resolution Business Park POA Assessments) be deemed to have met its obligation regarding assessments by the contribution of such funds and/or services to the Association as are necessary to permit the Association to perform its responsibilities and meet its financial needs. After the expiration of the Declarant Control Period, Declarant shall be subject to the Association's assessment on any Residential Lots owned by Declarant and located within the Property. The obligations to pay Resolution Business Park POA Assessments, including Declarant's obligation, is described at Section 4.2 above.

7.5 Maximum Regular Assessments:

- A. The Board may pro rate the assessment for any Owner in the year of purchase of such Residential Lot on the basis of the actual months of ownership of such Residential Lot by the Owner during such year.
- B. Effective 2004, and for each subsequent year thereafter during the Declarant Control Period, assessments shall be set by the Declarant, as necessary to meet the Association's financial needs and pursuant to the terms and restrictions of this Article.
- C. Effective upon the expiration of the Declarant Control Period, the annual regular assessment may be increased by the Board by a sum not to exceed twenty percent (20%) of the prior year's regular assessment. Any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of sixty-seven percent (67%) of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

7.6 Regular Assessment Procedure:

- A. After the Declarant Control Period, the Board shall set the total annual regular assessment based upon an advanced budget of the Association's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). Subject to the voting requirements of any increase in the annual regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect on January 1 of the assessment year to which it applies.

- B. The Board shall cause to be prepared, delivered, or mailed to each Owner, at least thirty (30) days in advance of the date payment is due, a payment statement setting forth the annual regular assessment. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments are to be paid in monthly installments, or other appropriate interval, as determined by the Board. Regular assessments shall be applicable to all Residential Lots, provided that the Declarant's liability shall be as provided in Section 7.4 above. Each Owner other than the Declarant shall become responsible for the regular assessment on a Residential Lot as of the date the Residential Lot is transferred to such owner. The first annual regular assessment for each Owner shall be adjusted according to the number of months remaining in the year.

7.7 Special Assessments:

(a) In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including, but not limited to capital improvements, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. After the Declarant Control Period, no Special Assessment shall be levied without the vote or written consent of a majority of the votes of the members of the Association, which are present at a property scheduled meeting of the members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. 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 for the Association.

(b) There shall be an initial special assessment upon the closing of the first sale of each Lot from the Declarant. At such closing the purchaser thereof shall pay the sum of \$10,000 to the Association to fund the Association's purchase of the Recreational Center Lot.

7.8 Limited Assessments: Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against an Owner as a remedy to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Residential Lot into compliance with the provisions of the Association Documents.

7.9 Uniform Rate of Assessment: Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Residential Lot for all members of the Association.

7.10 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.

7.11 Notice of Default and Acceleration of Assessments: If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty (20) days from the date of the mailing of the notice by which the default must be cured; and (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Residential Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys' fees, costs and related expenses and to pay a reasonable late charge to be determined by the Board.

7.12 Enforcement of Assessments. Each Owner is and shall be deemed to covenant and agree to pay to the Association each and every assessment provided for in this Declaration; and agrees to the enforcement of all such assessments in the manner herein specified. In the event an attorney or attorneys are employed for 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 and costs thereby incurred in addition to any other remedies herein or by law provided, the Board, or its authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

- A. Enforcement by Suit. By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.
- B. Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Residential Lot to secure payment to the Association of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. The Board, or its duly authorized representative, may file and record a Notice of Delinquent Assessment on behalf of the Association against the Residential Lot of the defaulting Owner who has not cured the default, as provided in Section 7.11 above. The amount of the assessment, plus any costs of collection, expenses, attorneys' fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Residential Lot from and after the time the Association records the Notice of Delinquent Assessment. Such Notice shall be executed and

acknowledged by any officer of the Association and shall contain substantially the following:

1. The claim of lien made pursuant to this Declaration;
2. The name of the record Owner;
3. The legal description of the Residential Lot against which claim of lien is made;
4. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorneys' fees (with any proper offset allowed); and
5. The name and address of the trustee authorized by the Association to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Residential Lot against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Residential Lot Owners and payable in accordance with this Declaration after the date of recordation of said Notice. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Residential Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association to file and record an appropriate release of such Notice in the Office of the County Recorder of Ada County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Residential Lot.

ARTICLE VIII COMMON AREAS AND SIDEWALKS

8.1 Members' Easements of Enjoyment: Subject to the provisions of Section 10.4 herein, every Owner and their Tenants, including Declarant as to his unsold Residential Lots, shall have a right and easement of enjoyment in and to the Common Areas, and Sidewalks, and such easement shall be appurtenant to and pass with the title to every Residential Lot.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY
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8.2 Transfer of the Title of the Common Area to the Association: The Declarant hereby covenants for itself, its successors and assigns, that, no later than one (1) year following the recordation of this Declaration with the Office of Recorder of Ada County, or at the conclusion of the period of Declarant Control, whichever occurs later, it shall convey fee simple title to the Common Areas; excepting, however, the Recreational Center Lot, which shall be purchased by the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which shall be prorated to the date of transfer, reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration, to the Association, together with improvements thereon and appurtenances thereto.

8.3 Reservation of Limited Easements: The Declarant, on behalf of itself, its agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel, and on behalf of the Association, reserves unto itself, in perpetuity, a non-exclusive easement in, over, upon and through the Property for driveway and parking purposes, for drainage and encroachment purposes, and for ingress to and egress from the Common Areas for the purpose of completing improvements thereon or for the performance of necessary repair and maintenance work, and for ingress and egress to Declarant's adjacent properties.

8.4 Owners' Easement of Enjoyment: Every Owner of a Residential Lot shall have an easement and equitable rights of use and enjoyment in and to and throughout the Common Areas as well as a non-exclusive easement and equitable right for ingress, egress and support over and through the Common Areas and Sidewalks. Each such easement and right shall be appurtenants to and pass with the title of every Residential Lot subject to the following restrictions:

- A. The right of the Association, in accordance with provisions of the Articles, Bylaws and this Declaration, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage said properties; provided, however, that in the event of a default upon any such mortgage, the lender's rights hereunder shall be subordinate to the rights of the Members;
- B. The right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;
- C. The right of the Association, in accordance with its Bylaws and the provisions of this Declaration to temporarily suspend an Owner's rights as a Member of the Association, following notice and hearing, for any period during which any assessment remains unpaid and for a reasonable period for any infraction of its published Rules and Regulations. Notwithstanding the foregoing, the Association shall have no right to interfere with an Owner's right of ingress to or egress from his Residential Lot;
- D. The right of the Association to charge reasonable admission, use and other fees, and to promulgate reasonable rules and regulations for the use of the Common Areas;

- E. The right of the Association to establish and amend rules with regard to the use, maintenance and repair of the Common Areas and Sidewalks;
- F. The right of the Declarant, and upon the expiration of the Declarant Control Period the right of the Association, to designate guest parking areas in the Driveway and Parking Lot;
- G. The right of the Association to landscape the Residential Lots and the Recreation Center Lot.

8.5 No Dedication to the Public: Nothing in this Declaration or the other Subdivision Documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

8.6 Association's Responsibility for Common Area: The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area, all landscaped areas, and Sidewalks, and all Improvements thereon (including furnishings and equipment related thereto), and will keep such properties in good, clean, and attractive condition and repair consistent with the standards of the Property.

8.7 Partition not Permitted: The Owner's undivided rights to use and enjoy the Common Area and Sidewalks, which is herein established and is appurtenant to the respective Residential Lots cannot be changed and shall not be separated or separately conveyed. Each undivided interest shall be deemed to be conveyed or encumbered with its respective Residential Lot, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Residential Lot.

ARTICLE IX RESERVED EASEMENTS

9.1 Utility Easements: There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By the virtue of this easement, it will be expressly permissible and proper for the companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electrical, television, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its best efforts to install and maintain the utilities provided for without disturbing the uses of the Owners or the Association; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document,

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either the Declarant or the Association shall have, and are hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.

9.2 Reservation of Easements, Exceptions, and Exclusions for Utilities, Infrastructure, and Access: Declarant reserves for itself and its successors and assigns and hereby grants to the Association, acting through the Board of Directors, the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the Association.

9.3 Maintenance Easement: An easement is hereby reserved to Declarant for itself and its successors and assigns and granted to the Association, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property 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, including but not limited to the following: the right to enter upon any Residential Lot and the exterior of any Four Plex for the purpose of performing repairs and maintenance to such Residential Lot or Four Plex, as provided for herein; and the right to enter upon any Residential Lot to perform landscaping services, and to install, repair and maintain the PUIS.

9.4 Drainage Easement: An easement is hereby reserved to Declarant for itself and its successor and assigns and granted to the Association, its officers, agents, employees, successors and assigns to enter upon, across, over, in, and under any portion of the Property for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage water. Reasonable efforts will be made to use this easement so as not to disturb the uses of the Owners, or the Association, as applicable, to the extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a usable condition as soon as reasonably possible following such work. Declarant, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board prior to undertaking such drainage work, which approval will not be unreasonably withheld.

9.5 Declarant Rights Incident to Construction: Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Areas and the right to store materials thereon and to make such Improvements on the Property or other real property owned by Declarant; provided, however, that no such rights will be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment or access to a Owner's Residential Lot by that Owner or his Tenants.

9.6 Easements Deemed Created: All conveyances of Residential Lots hereafter made, whether by Declarant or otherwise, will be construed to grant and reserve the easements

contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

ARTICLE X INSURANCE AND FIDELITY BONDS

10.1 Authority to Purchase: All insurance policies relating to the Common Areas, Sidewalks, and Drainage Lot, will be purchased by the Board or its duly authorized agent. The Board will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is unavailable only at demonstrably unreasonable costs. Notwithstanding the foregoing, if the insurance described below is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy having been obtained, the Association promptly will cause notice of that fact to be delivered to all Owners.

10.2 General Insurance Provisions: All such insurance coverage obtained by the Board will be governed by the following provisions:

- A. As long as Declarant owns any Residential Lot, Declarant will be protected by all such policies in the same manner as any other Owner. The coverage provided to Declarant under the insurance policies obtained in compliance with this Article will not be deemed to protect or be for or be for the benefit of any general contractor engaged by Declarant.
- B. The deductible, if any, on any insurance policy purchased by the Board may be treated as an expense payable from Regular Assessments or Special Assessments (allocable to all of the Residential Lots or to only some of the Residential Lots, if the claims for damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners), or as an item to be paid from working capital reserves established by the Board.

10.3 Physical Damage Insurance on Common Areas: This Association will obtain insurance for all insurable Improvements, if any, on the Common Areas and Drainage Facilities in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" inclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), which will include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment within the Common Areas. In addition, such policy will afford protection against at least the following:

- A. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement covering sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

- B. Such other risks as will customarily be covered with respect to projects similar in construction, location, and use to this project.
- C. In contracting for the insurance coverage obtained pursuant to this Section, the Board will be required to make reasonable efforts to secure coverage which provides the following:
 - 1. A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so.
 - 2. The following endorsements (or equivalent): (a) "cost of demolition"; (b) "contingent liability from operation of building laws or codes"; (c) "increased cost of construction"; and (d) "agreed amount" or elimination of co-insurance clause.

10.4 Liability Insurance: The Association will obtain a comprehensive policy of public liability insurance and property damage insurance with such limits as the Board may from time to time determine, insuring each member of the Board, the Association, and the respective employees, agents, and all persons acting as agents against any liability to the public or the Owners and Tenants (and their guests, invitees, Tenants, agents, and employees) arising in connection with the Ownership, operation, maintenance, or use of the Common Areas and Sidewalks, and any other areas under the control of the Association. Declarant will be included in the coverage as an additional insured in Declarant's capacity as an Owner or Director. The Owners will be included as additional insureds, but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Areas and Sidewalks.

The Board will review the coverage limits at least once every two years, but, generally, the Board will carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the Association's Property.

10.5 Provisions Common to Physical Damage Insurance, Liability Insurance and Fidelity Insurance: Any insurance coverage obtained by the Association under the provisions of this Article above will be subject to the following provisions and limitations:

- A. The named insured under any such policies will include Declarant, until all Residential Lots have been conveyed, and the Association as attorney-in-fact for the Owners, or the authorized representative of the Association, who will have exclusive authority to negotiate losses under such policies.
- B. Each Owner will be an insured person with respect to liability arising out of the Owner's interest in the Common Areas and Sidewalks or membership in the Association.

- C. In no event will the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.
- D. The policies will provide that coverage will not be prejudiced by (i) any act or neglect or any Owner or Tenant (and their family, tenants, servants, agents, invitees and guests) when such act or neglect is not within the control of the Association, or (ii) any act or neglect or failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control.
- E. The policies will contain a waiver by the insurer of any right to claim by way of subrogation against Declarant, the Board or the Association.
- F. The policies described above will provide that any "no other insurance" clause will expressly exclude individual Owners' policies from its operation so that the physical damage policy or policies purchased by the Board will be deemed primary coverage, and any individual Owners' policies will be deemed excess coverage.

10.6 Personal Liability Insurance of Officers and Directors: To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance will be obtained by the Association to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the Association.

10.7 Owners' Responsibility: Insurance coverage for each Owner's Residential Lot and Four Plex, and all improvements and personal property located thereon, and casualty and public liability insurance coverage regarding the activities of the Owner, and the Owner's agents, invitees, or guests, with respect to their Residential Lot and Four Plex and with respect to the Common Area, shall be the responsibility of each respective Owner.

ARTICLE XI DAMAGE OR DESTRUCTION

11.1 Damage of Destruction of Common Areas:

- A. Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction of any part of the Common Areas, unless such damage or destruction is minor, the Association will obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Areas so damaged or destroyed. "Repair and reconstruction" as used in this Article will mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

- B. Repair and Reconstruction. As soon as practical after obtaining estimates, the Association will diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. The Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner will be necessary. Assessments of the Association will not be abated during the period of insurance adjustments and repair and reconstruction.
- C. Funds for Repair and Reconstruction: The proceeds received by the Association from any hazard insurance will be used for the purpose of repair, replacement and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may levy, assess and collect in advance from all Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.
- D. Disbursement of Funds for Repair and Reconstruction: The insurance proceeds held by the Association and the amounts received from Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It will be deemed that the first money disbursed in payment for the costs of repair and reconstruction will be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance will be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association.
- E. Decision not to Rebuild: If, the Owners representing at least 67% of the votes in the Association agree in writing not to repair and reconstruct damage to the Common Areas and no alternative Improvements are authorized, then and in that event the Property will be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the Association in a neat and attractive condition, and any remaining insurance proceeds will be distributed equally to the Owners.
- 11.2 Damage or Destruction to Four Plex or Residential Lot/Obligation to Repair and Restore:
- A. In the event a Four Plex shall be partially or entirely destroyed by fire or other casualty such Four Plex shall either be repaired and restored within a reasonable period of time in a manner consistent with the applicable Design Guidelines or demolished and the Residential Lot landscaped in accordance with the applicable Design Guidelines so that no damaged portion of the former structure remains visible from any other Residential Lot or Common Area. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Four Plex the insurance proceeds from any insurance policy covering a damaged or

destroyed Four Plex shall be first applied to such repair, restoration or replacement of such Four Plex or the demolition of such Four Plex and landscaping of such Residential Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of repair, restoration or replacement, or demolition of each Four Plex owned by such Owner, pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be consistent with the portion of the Four Plex repaired, unless the Board approves other plans for the repair and reconstruction of the damaged Four Plex.

- B. If the proceeds of the insurance available to the Owner of a damaged Four Plex are insufficient to pay for the cost of repair, restoration or replacement of a Four Plex following a casualty (or demolition and landscaping if the Four Plex is to be demolished), the Owner of such Four Plex shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition, as required by this Article.
- C. If the insurance proceeds in excess of the amount necessary for the repair, restoration, or replacement of a Four Plex, the Owner of such Four Plex shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Four Plex.

ARTICLE XII 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 August 1, 2044, unless amended as herein provided. After August 1, 2044, 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 Owners holding at least seventy-five percent (75%) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder.

12.2 Amendment:

- A. By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XIV, 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 the Owners representing more than seventy-five percent (75%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XIV shall require the

vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

- B. Declarant's Approval. Notwithstanding the provisions of Section 14.2(A), no termination, extension, modification or amendment of this Declaration will be effective during the Period of Declarant Control unless the written approval of Declarant is first obtained.
- C. Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the land records of Ada County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit applicable to the Property; nor shall any Amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the Declarant without the written consent of the Declarant or the assignee of such right or privilege.

12.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of any mortgagee under a mortgage or the beneficiary under any deed of trust upon a Residential Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such mortgage or deed of trust such Residential Lot shall remain subject to this Declaration, as amended.

12.4 Notices: Any notices ~~permitted~~ or required to be delivered as provided herein shall be in writing and may be delivered either personally 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, 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. Such address may be changed from time to time by notice in writing to the Association.

12.5 Enforcement and Non-Waiver:

- A. Right of Enforcement. Except as otherwise provided herein, any Owner of any Residential Lot shall have the right to enforce any or all of the provisions hereof against any Residential Lot within the Property and Owners thereof.

- B. Violations and Nuisances. The failure of any Owner of a Residential Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Declarant, the Association or any Owner of Residential Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both.
- C. Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the Ownership, occupation or use of any property within the Property is hereby declared to be in 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.
- D. Remedies Cumulative. Each remedy provided herein is cumulative and not exclusive.
- E. 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.

12.6 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.

- A. 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.
- B. Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 12.6(A), 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.
- C. 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.
- D. 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.

12.7 Successors and Assigns: All references herein to Declarant, Owners, and Association, or person, shall be construed to include all successors, assigns, partners, and authorized agents of such Declarant, Owners, Association or person.

EXHIBIT A

LEGAL DESCRIPTION

**Lots 10 through 32; Lots 45 through 53 and Lots 60 through 77 in Block 1 of SAGECREST
SUBDIVISION, according to the official plat thereof, filed in Book 90 of Plats at Page(s) 10438
through 10441, official records of Ada County, Idaho.**

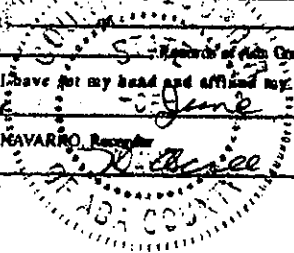
STATE OF IDAHO, COUNTY OF ADA, ss.

I, J. David Navarro, Recorder for Ada County, do hereby certify that the Annexed is a full,
true and correct copy of list, No. 104146558

as it appears on record in Book _____
at Page _____ of the Records of Ada County, State of Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal this
21 day of June 2007


J. DAVID NAVARRO, Recorder
Deputy



Section 6.6 A

Management Agent. The Board of Directors will contract or employ for the Association a management agent ("Manager") at a compensation established by the Board of Directors and Manager to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 3.3 and enforcement of section 5 hereof. This management company for now will be H & H Properties L.L.C. with offices located at 520 S. Orchard Suite 101 Boise, Id 83705. This said management company will manage this association as well as all rental units within Sagecrest Property Owners Association, but at any time could be removed from this management with a 75% vote from the current members and also with a sixty (60) day written notice from these same members to this said management company notifying them of this decision. Grandfathered into this agreement as of this recording date is allowing owners that are currently managing their own properties will be allowed to continue the management until the property is sold at which time the new owner of the property would contract with the associations assigned manager. All owners that currently employ another management company would be required to change to the association's manager at the completion of the contract. The Board of Directors reserves the right to buy out the other manager's contract if they feel it is in the best interest of this association.

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 57.00 19
BOISE IDAHO 05/13/10 10:40 AM
DEPUTY Lisa Batt
RECORDED - REQUEST OF
East Sagecrest CPOA



110044105

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Development Services Inc.
9601 W. State Street #203
Boise, ID 83714

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
EAST SAGECREST COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.

This Supplemental Declaration of Covenants, Conditions Easements and Restrictions for East Sagecrest Commercial Property Owners Association Inc, (hereinafter the "Supplemental Declaration") is made this 12th day of May, 2010 by Dirk L. Marcum, Premier Enterprises LLP, an Idaho Limited Liability Partnership, Dayley Real Estate Ventures LLC, an Idaho Limited Liability Company, D&R Holdings 1 LLC, an Idaho Limited Liability Company, D&R Holdings II, LLC, an Idaho Limited Liability Company and PENSCO Trust Company, custodian FBO David L Page, IRA, Pensco Acct #PA1MX, as to an undivided sixty six percent (66%) interest and D&K Page LLC, an Idaho Limited Liability Company, as to an undivided thirty four percent (34%) interest. (hereinafter the "Owners").

ARTICLE 1 - RECITALS

WHEREAS, this Declaration is a supplement to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Resolution Subdivision recorded on September 25, 2001, in the official records of Ada County, Idaho as Instrument Number 101098454. The covenants, conditions, restrictions and easements contained in this Declaration are in addition to those covenants, conditions, restrictions and easements contained in the Master Declaration. In the event there shall be duplicate covenants, conditions, restrictions and easements within this Declaration or between this Declaration and the Master Declaration, the more restrictive provision shall apply. In the event of a conflict between the covenants, conditions, restrictions and easements contained in the Master Declaration and those contained in this Declaration, this Declaration shall control.

WHEREAS, the property subject to this Declaration includes the property legally described as Lots 33-38 and Lots 41, 43 & 44, Block 1 of Sagecrest Subdivision, recorded on September 27, 2004, in the official records of Ada County, as Instrument Number 104123401.

WHEREAS, Sagecrest Subdivision is a replat of Lot 6 of Resolution Subdivision No. 1.

WHEREAS, the purposes of this Declaration are to subject the Property to certain covenants, conditions, easements and restrictions in addition to those set forth in the Supplemental Declaration which are unique to the Property and to create the East Sagecrest Commercial Property Owner's Association.

ARTICLE II – DECLARATION

The Owners hereby declare that the property described above and each, lot, tract or parcel thereof (hereafter called “Lot”, unless specified to the contrary) shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject the to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot and any interest therein; and shall inure to the benefit of and be fining upon the Owners and each successor of interest in each, and may be enforced by the Owners or by the Association as hereafter provided.

ARTICLE III. DEFINITIONS

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

3.1 **Architectural Control Committee** shall mean the Architectural Control Committee for the Association.

3.2 **Association** shall mean and refer to East Sagecrest Commercial Property Owners Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

3.3 **Assessment** shall mean a payment required of Association members, including Regular, Special or Limited Assessments as provided in this Supplemental Declaration.

3.4 **Board** shall mean the duly elected and qualified Board of Directors of the Association.

3.5 **Building** shall mean a structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary shall include all other appurtenances and improvements thereto or used in connection therewith.

3.6 **Bylaws** shall mean the Bylaws of the Association including any amendments thereto duly adopted.

3.7 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.

3.8 **Common Facilities** shall mean and refer to the physical improvements constructed by Declarant or the Association upon Common Area, or upon the utility easement over each Lot including, without limitation, all Association owned street lights, entry way lights, signs (excluding street signs), benches, walkways and pedestrian paths, and the irrigation water system.

3.9 **Exempt Property** shall mean all properties within the Property which have been dedicated to, and accepted by, a local public authority and all properties owned by the Association, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

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

3.11 **Lot** shall mean and refer to all Lots within and shown upon any recorded subdivision map of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded subdivision map.

3.12 **Master Declaration** shall mean the Covenants, Conditions, Restrictions and Easements for Resolution Subdivision recorded on September 25, 2001, in the official records of Ada County, Idaho as Instrument Number 101098454.

3.13 **Member** shall mean and refer to any person or entity that is a member of the Association as defined by the Articles and Bylaws of the Association and this Supplemental Declaration.

3.14 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Supplemental Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot.

3.15 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Supplemental Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

3.16 **Occupant** shall mean any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

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

3.18 **Plat** shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

3.19 **Property** shall mean and refer to the real property consisting of Lots 33-38 and Lots 41, 43 & 44, Block 1 of Sagecrest Subdivision, recorded on September 27, 2004, in the official records of Ada County, as Instrument Number 104123401.

3.20 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground. Among other things, a structure shall include a Building.

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE IV. USES AND REGULATION OF USES

4.1 **Uses – Generally:** All Lots (and the Improvements constructed thereon) shall be used exclusively in accordance with any and all applicable zoning ordinances, provided such uses are in compliance with any restrictions of record, including those in this Declaration.

4.2 **Prohibited Uses:** No portion of the Property may be used inconsistently with this Declaration or any applicable law, regulation, rule or ordinance.

4.3 **Improvements – Generally:** No Improvement shall be constructed upon any Lot unless such Improvement has been approved by the Architectural Control Committee pursuant to Article IX hereof, and is in compliance with the design requirements of the City of Meridian. All Improvements shall conform and harmonize as to external design, quality and type of construction, architectural character, materials, color, location within the building area, height, grade and finished ground elevation, natural conditions, landscaping and all aesthetic considerations.

In the event any Improvement is constructed in violation of this Declaration and/or in violation of any approval received by the Architectural Control Committee, the Association, after reasonable notice to the Owner and/or the offender, may remove any Improvement so constructed and the Owner of the Improvement shall immediately reimburse the Association for all expenses incurred with such removal. Each violation of the Declaration is hereby declared to be and to constitute a nuisance, an every public or private remedy allowed for such violation bylaw or equity against an Owner and/or Member shall be applicable.

4.4 **Nuisances:** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area 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 Owners or Occupants, or to any other property in the vicinity thereof or to it's occupants or residents. No exterior lighting or sound devices shall be located or used on the Property without the prior approval of the Architectural Control Committee.

4.5 **Storage Areas:** No Owner shall be permitted to store any type of materials, equipment, supplies or dumpsters on any Lot, except inside the buildings or behind barriers on an Owner's lot. Such barrier must screen such area from all adjoining views of the property and must be approved as to design and materials by the Architectural Control Committee prior to installation.

ARTICLE V PERMITTED USES AND PERFORMANCE STANDARDS

5.1 **Use.** Lots shall only be used for commercial, financial, retail and services uses such as child day care, banking, restaurant, conferencing, medical, legal and similar uses and such other uses as the Architectural Control Committee shall, in its discretion, allow, provided that no such other use so allowed shall conflict with or be incompatible with the above specified identified uses. All uses shall be in accordance with applicable zoning ordinances and approvals.

5.2 **Approval of Use and Plans.** No Improvements shall be built, constructed erected, placed or materially altered within Sagecrest Subdivision unless and until the intended use thereof and the plans, specifications and site plan therefore have been reviewed in advance and approved by the Architectural Control Committee in accordance with the provisions of Article IX below.

5.3 **Prohibited Uses.** Uses not allowed within Sagecrest Subdivision shall be single family residential, public storage, recycling, automobile service and repair and other used prohibited by the applicable provision of the Meridian City Zoning Ordinances, as the same now exist or may hereafter be amended, provided that any future amendments to not permit uses which are inconsistent or incompatible with the project objectives.

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

5.4 **Easements.** There is hereby reserved for the use and benefit of each Lot and for each Owner and for the use and benefit of the Association, and their successors and assigns for the purposes incident to such use, development and maintenance of Sagecrest Subdivision, the following easements:

5.4.1 For the installation and maintenance of public utility facilities of all kinds, the easements so designated on the recorded subdivision plat for Sagecrest Subdivision.

5.4.2 For access to any Common Area as designated on the recorded plat for Sagecrest Subdivision, including any equipment or appurtenances used in connection therewith, including any Common Area as may be constructed by the Association within Sagecrest Subdivision and designated for drainage, irrigation, flood protection, recreation or amenity purposes.

5.4.3 Temporary easements, as necessary, for the benefit of an Owner of a Lot to enter onto the side yards of the abutting Lots during the construction of improvements, provided that any repairs or restoration of an abutting Lot or the Improvements thereon shall be the obligation of the Owner utilizing the easement.

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

5.4.5 No improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall materially interfere with the intended use or purpose of such easement (s), and no other activity shall be undertaken on any Lot which will materially interfere with the use an access

intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

5.5 **Common Area and Common Facilities:** Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 38, Block 1 and Lot 41, Block 1 of Sagecrest Subdivision, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded Plat for pedestrian paths, landscaping and the irrigation system constructed and to be constructed for the Property whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration. The Association may not convey or change the use of the Common Area or Common Area Facilities without the prior written approval of the Meridian City Council. The Association shall at all times comply with the open space, pressurized irrigation, and drainage requirements of the City of Meridian.

5.6 **Drive and Parking Areas:** Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resealing and resurfacing. Without in any manner limiting the foregoing, the Association shall cause the parking lot to be striped not less than every three to four (3-4) years, a seal coat to be applied to the parking lot and all drive aisles not less than every seven (7) years, for all potholes and cracks in the surface of the parking lot and drive aisles to be promptly repaired upon discovery or notification of the same and all directional arrows, crosswalks, and other matters in the drive aisles to be painted not less than every three to four (3-4) years.

5.7 **Debris, Refuse and Snow:** Periodic removal of all papers, debris, filth, refuse, ice and snow (3" on the surface and snowing) including vacuum sweeping to the extent necessary to keep the Common Area in a clean and orderly fashion. All sweeping shall be at appropriate intervals during such times as shall not unreasonably interfere with the conduct of business or use of the Common Area by the Owners.

5.8 **Lighting:** Maintaining, cleaning and replacing Common Area lighting facilities including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers if required by the City of Meridian.

5.9 **Employee Parking:** The Association may designate, from time to time, areas to be used for motor vehicle parking by employees of Owners or Occupants of the Property. In the event employee parking areas are designated as provided herein, then employees of any Owner or Occupant of any part of the Property shall use only those portions of the Common Area designated for such employee parking purposes. The authority herein granted shall be exercised in such manner as not to discriminate against or place any undue burden upon any Owner or Occupant of the Property.

5.10 **Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the Association or unless otherwise required by law.

5.11 **Private Property**: Owners of Lots shall be responsible for and perform all exterior maintenance upon such Lots and all improvements thereon. No Building or Structure upon any Lot covered by this Supplemental Declaration shall be permitted to fall into disrepair and each such Building and Structure shall at all times be kept in good condition and repair and adequately painted. The board may choose to include the lawn and irrigation maintenance behind, between and in front of the buildings (or any portion thereof) on Lots 33-37 and 43-44, Block 1 of Sagecrest Subdivision as part of the association assessment. This can be determined annually by the board as to whether the association will maintain these areas as part of the association's annual assessments.

5.12 **Signs**. All signs located on Resolution Business Park common area must be in compliance with Section 5.11 of the Master Declaration for Resolution Subdivision and the City of Meridian sign ordinances. All signs to be placed on East Sagecrest Commercial property/common area must be approved by the Board of Directors for design and placement before installation. All signs erected and/or already erected on the individual buildings must also be approved or re-approved before installation by the Board of Directors.

ARTICLE VI **EAST SAGECREST COMMERCIAL PROPERTY OWNER'S ASSOCIATION**

6.1 **Membership**: Each Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association. In order for a Member to be allowed to vote, the member must be in good standing with the association.

6.2 **Voting**: The Association shall have one class of voting membership.

6.2.1 Class A Members shall be all Owners of Lots. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is an Owner of a 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 (1) vote be cast with respect to any Lot.

6.3 **Board of Directors and Officers**: The affairs of this Association shall be managed by a board of not less than three (3) directors, who need not be Members of the Association but must be in good standing and all current dues, assessments and/or fines must be paid.

6.4 **Power and Duties of the Association**.

6.4.1 **Powers**. The Association shall have all the powers of a non-profit corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Supplemental Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law, the Supplemental Declaration, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area

and the Declaration's other and the performance of the other responsibilities herein assigned; including without limitation:

6.4.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of the Supplemental Declaration.

6.4.1.2 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 who consents thereto/to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Supplemental Declaration, and to enforce by injunction or otherwise, all provisions hereof.

6.4.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation-to-act as manager, and to contract for the maintenance, repair, replacement and operation of the 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.

6.4.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Area by the Owners, their families, invitees, licensees, lessees or contract purchasers, including, without limitation, the use of Common Area for organized recreational activities; provided, however, that the Association Rules shall apply equally to all Owners and shall not be inconsistent with the Supplemental Declaration. 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 of any conflict between such Association Rules and any other provisions of the Supplemental Declaration, the provisions of the Association Rules shall be deemed to be superseded by the provisions of the Supplemental Declaration to the extent of any such inconsistency.

6.4.1.5 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 the Association.

6.4.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by the Supplemental Declaration, without limiting the generality thereof, the Association or its agent, 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:

6.4.2.1 Operation and Maintenance of Common Areas and Improvements. Operate, maintain, and otherwise manage or provide for the operation, maintenance, repair, replacement and management of the Common Area(s) and improvements located thereon.

6.4.2.2 Reserve Account. If needed, 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 Areas and improvements.

6.4.2.3 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 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.

6.4.2.4 Insurance: The Association shall 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. 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:

6.4.2.4.1 A multi-peril-type policy covering any Common Area and Common Facilities 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).

6.4.2.4.2 A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an 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.

6.4.2.4.3 Workmen's compensation and employer's 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.

6.4.2.4.4 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 in such amount as may be reasonable on the premises.

6.4.2.4.5 Such other insurance as the Board shall deem necessary or required to carry out the Associations functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with them management or possession of any Association funds or other property.

The Association shall be deemed a trustee of the interest of all Owners in any insurance proceeds paid to under such policies, and shall have full power to receive such proceeds and to deal therewith.

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

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

6.4.2.6 **Architectural Control Committee.** Appoint and remove members of the Architectural Control Committee, all subject to the provision of this Supplemental Declaration.

ARTICLE VII. COVENANT AND LIEN FOR ASSESSMENTS

Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) Regular Assessments, (b) Special Assessments, and (c) Limited Assessments, such assessments to be established and collected as hereinafter provided. IN ADDITION, by acceptance of a deed to any Lot in the Property each owner of such Lot hereby acknowledges that the Property is subject to the Master Declaration of Resolution Business Park Property Owners Association and the Commercial Sections prorated assessments. These prorated assessments shall include the landscape maintenance for the perimeter landscaping along Overland Road and Millennium Blvd. and pressurized irrigation, maintenance and operation expenses associated with this perimeter landscaping.

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

The Board will compute the amount of the initial Regular Assessment not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association.

7.2 **Special Assessment:** The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

7.2.1 **Short Fall Assessment:** In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to, costs of any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or any facility located thereon or an easement area controlled by the Association; the furnishing of a special service or services (other than those appropriate for a Limited Assessment); attorney's fees and/or litigation costs or other

professional fees; any other expenses incurred or to be incurred as provided for in the Supplemental Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of a majority of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.2.2 Transfer & Refinance Special Assessment: Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a transfer assessment of two hundred dollars (\$200.00), which shall be used for general Association purposes.

7.3 Limited Assessments. The Association may levy Limited Assessments in the following circumstances:

7.3.1 Maintenance & Repair: The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvement on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Lot has failed or refused to perform said maintenance or repair after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Section 7.3.3 below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.

7.3.2 Correction of Violation: The Association shall have the power to incur expenses for the correction of a violation of this Supplemental Declaration or the Architectural Control Committee Standards and Guidelines on a Lot if the Owner of said Lot has failed or refused to correct such a violation after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Section 7.3.3 below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such corrective action, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such corrective action or the collection of the Assessment therefore.

7.3.3 Notice: The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given fourteen (14) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent *via* first class mail or certified mail to the last known address of such Owner shown on the records of the Association.

7.3.4 Collection Costs: Each Owner against whom a Limited Assessment is levied agrees to and shall pay all the costs of said corrective action, plus interest on all expended funds, from the date of expenditure at the rate of two percent (2%) per month plus a management fee equal to twenty five percent (25%) of all the costs expended for the corrective action and all attorney fees incurred, which such amounts shall be added to and become a part of the Limited Assessment against that Lot, and Owner and shall create a lien enforceable in the same manner as other Assessments set forth in this Declaration. If such an Assessment is not paid within ten (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees and collection procedures set out herein.

7.3.5 **Personal Obligation:** Each such Assessment, together with interest thereon at the legal rate, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association, and reasonable attorney fees shall also be the personal obligation of the Owner of such property at the time when the Assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

7.4 **Collection of Assessments:** Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of \$25.00 per each week (or portion thereof). The payment is late, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall automatically constitute a lien on and against the Lot to which the Assessment pertains, without any requirement of filing any documentation of such lien. The Association may nonetheless file an affidavit of Lien evidencing such lien at any time after the due date of the Assessment.

The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of giving notice and collecting the Regular, Limited or Special Assessments.

The Association may:

- 7.4.1 Bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action; or
- 7.4.2 Foreclose the lien against the Lot in the same manner as provided by law as to statutory materialmen's liens; or
- 7.4.3 Use the enforcement procedures of the Bylaws, if any.

In the event of enforced collection of an Assessment, the costs of collection including management and processing fees as well as reasonable attorney fees shall be added to the amount of the Assessment for collection.

No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

7.5 **Subordination of Liens to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage, or deed of trust, 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. Such foreclosure shall not affect the personal liability of the Owner for such Assessments. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

7.6 **Rights of Mortgagees:** Mortgagees shall not be required to collect Assessments on behalf of the Association. The Owner's failure to pay Assessments due to the Association shall not constitute a default under any mortgage affecting the Owner's Lot.

ARTICLE VIII. BOOKS AND RECORDS

8.1 **Right of Inspection.** All books, records and minutes of the Board and all other books and records maintained by an Association shall be made available for inspection and copying by any Owner who is a Member therefore or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in such Association or at such place and time as the Board shall prescribe, provided such place is within fifteen (15) miles of Resolution Subdivision and provided the time(s) are during regular business hours (8am to 5pm, Monday thru Friday).

8.2 **Rules regarding inspection.** The Board shall establish reasonable rules with respect to (i) notice to be given to the custodian of the records by the persons desiring to make an inspection or copy the same; (ii) hours and days of the week when such inspection and copying may be made; and (iii) payment of the cost of reproducing copies of the documents requested pursuant to this Article.

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

ARTICLE IX. ARCHITECTURAL REVIEW

9.1 **Creation of Architectural Control Committee:** In order to protect the quality and value of the buildings built on the Property and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three (3) or more members to be appointed by the Board. This Committee may also be the Board members.

9.2 **Approvals Required:** No building, fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Control Committee may require (including but not limited to any electrical, heating or cooling systems) 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 the requirements of this Supplemental Declaration and the Master Declaration. In the event the Architectural Control Committee fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as it may require, approval will not be required, and this Article will be deemed to have been fully complied with.

9.3 **Rules and Regulations:** The Architectural Control Committee is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the

Committee. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Supplemental Declaration with regard to matters requiring the Architectural Control Committee's approval including matters of design, materials, and aesthetic interest.

9.4 **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 to the Committee 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.

9.5 **Waiver**: The approval of any plans, drawings or specifications for any plans, improvements or construction, 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 matter subsequently submitted for approval.

9.6 **Variiances**: Architectural Control Committee shall have the ability to grant variances in regard to specific cases.

9.7 **Liability**: Neither the Architectural Control Committee nor any member thereof shall be liable to the Association, any Owner, or to 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 Committee, or the respective members thereof, acted in good faith on the basis of information they then possessed.

9.8 **Review of Exterior Appearance, Walls, Etc.**: The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the Architectural Control Committee shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Control Committee as to color.

ARTICLE X. ENFORCEMENT

10.1 **Authority to Enforce**: The provisions of this Supplemental Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

10.1.1 The Board as to all matters;

10.1.2 The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

10.2 **Methods of Enforcement**: Subject to the provisions of Section 10.3 hereof, the following methods of enforcement may be utilized:

10.2.1 Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.

10.2.2 Eviction for trespass by police action.

10.2.3 The Association through its agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to Section 7.3 above.

10.2.4 Monetary penalties and temporary suspension from Association membership rights and privileges including, without limitation, curtailment of water from the irrigation system provided that except for late charges, interest, and other penalties for failure to pay as due Assessments levied by the Association as provided in this Supplemental Declaration, no such discipline or sanction shall be effective against a Member unless:

10.2.4.1 The Member is given seven (7) days written notice of the proposed discipline or sanction and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of a hearing to be held on the matter, which shall not be less than five (5) days before the effective date of the proposed discipline or sanction.

10.2.4.2 The hearing shall be conducted by the Board or a committee composed of not less than three (3) persons, appointed by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate discipline or sanction until the conclusion of the hearing.

10.2.4.3 Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice, must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board.

10.2.4.4 A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

10.3 **Limitations on Enforcement:** The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned interest, other than the right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this

Supplemental Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special, or Limited Assessments duly levied by the Association.

10.4 **Fees and Costs**: The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

10.5 **Failure to Enforce**: Neither the Association nor the Architectural Control Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XI **MISCELLANEOUS**

11.1 **Term**. The Supplemental Declaration and all covenants, conditions, easements and restrictions contained herein shall run until December 31, 2030, unless amended as hereafter provided. After December 31, 2030, this Supplemental Declaration shall be automatically extended for successive period of ten (10) years each, unless extinguished by a written instrument executed by the Owners holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder.

11.2 **Amendment**. This Supplemental Declaration maybe amended as follows:

11.2.1 **By Owners**. Except where a greater percentage is required by an express provision in this Supplemental Declaration, the provisions of this Supplemental Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a vote or written consent of Owners owning at least fifty-one percent (51%) of the Lots within Sagecrest Subdivision and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 11.2.1 shall require the vote or written consent of all Owners. No amendment to this Supplemental Declaration shall apply retroactively to approvals previously granted by the Architectural Control Committee or to Improvements constructed or being constructed pursuant thereto.

11.3 **Notices**. All notices given pursuant to this Supplemental Declaration shall be in writing and shall be given by personal delivery, by United States Mail, or by United States Express Mail or other established express or courier delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the and address shown on the then current real property tax rolls of Ada County. Any person entitled to notice hereunder may change its address at any time by giving written notice to all other parties entitled to notice in the manner specified herein.

11.4 **Non-Waiver**. The failure of the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants and restrictions or other provisions of this Supplemental Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenants, conditions, restrictions, easements or other provisions, but the same shall remain in full force and effect.

11.5 **Acceptance**. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option accepts the same subject to all of the covenants and restrictions and other provisions set forth in this Supplemental Declaration and agrees to be bound by the same.

11.6 **Indemnification of Board Members**. Each member of the Board and each member of the Architectural Control Committee shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the Architectural Control Committee, or any settlement thereof; whether or not said person is a member of the Board or Architectural Control Committee at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of settlement, the indemnification shall apply only when the Board or the Architectural Control Committee approves such settlement and reimbursement as being in the best interest of the Association or Owners.

11.7 **Interpretation**. The provision of this Supplemental Declaration shall be liberally construed to effectuate the purpose set forth herein, and shall be construed and governed by the laws of the State of Idaho.

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

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

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

IN WITNESS WHEREOF, the undersigned have duly executed this Master Declaration this 12th
day of May, 2010.

OWNERS:
Dirk L Marcum

By: Dirk L Marcum

Premier Enterprises LLP,
an Idaho Limited Liability Partnership,

By: [Signature]

Dayley Real Estate Ventures LLC,
an Idaho Limited Liability Company

By: [Signature]

D&R Holdings II LLC

By: Donald B. Harris

D&R Holdings I LLC

By: Donald B. Harris

PENSCO Trust Company, custodian FBO David L Page, IRA, Pensco Acct #PA1MX, as to an undivided sixty six percent (66%) interest

By: [Signature] VP 3/29/10. By: [Signature]

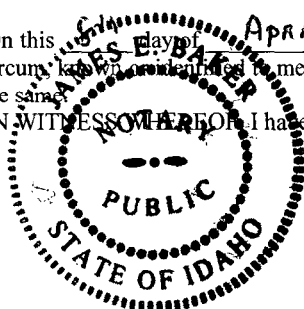
D&K Page LLC, an Idaho Limited Liability Company, as to an undivided thirty four percent (34%) interest

By: [Signature]

STATE OF IDAHO)
)
County of Ada)

On this 8th day of April, 2010, before me, the undersigned, A Notary Public in and for said State, personally appeared Dirk L. Marcum, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

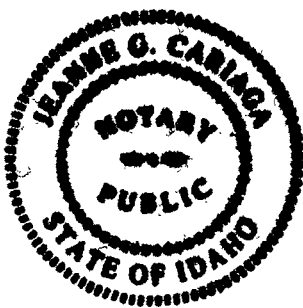


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at MERIDIAN, ID
My Commission Expires 12.18.12

STATE OF IDAHO)
)
County of Ada)

On this 8th day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared JASON OSWALD, known or identified to me, to be the manager or a member of Premier Enterprises LLP, the limited liability partnership that executed the instrument or the person who executed the instrument on behalf of said limited liability partnership and acknowledged to me that such limited liability partnership executed the same.

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



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Eagle, ID 83614
My Commission Expires 9/1/2015

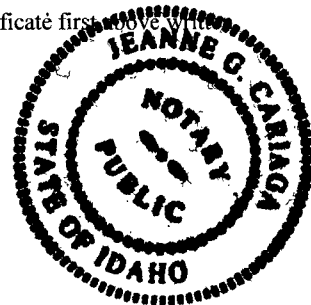
STATE OF IDAHO)

:ss.
County of Ada)

On this 12th day of May, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathryn Dayley, known or identified to me, to be the manager or a member of Dayley Real Estate Ventures, LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

John D Carigh
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires: 9/1/15



STATE OF IDAHO)

:ss.
County of Ada)

On this 9th day of April, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald B. Harris, known or identified to me, to be the manager or a member of D&R Holdings I LLC and D&R Holdings II, LLC, the limited liability companies that executed the instrument or the person who executed the instrument on behalf of said limited liability companies and acknowledged to me that such limited liability companies executed the same.

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

Deborah H. Braten
NOTARY PUBLIC FOR IDAHO
Residing at Boise, ID
My Commission Expires: March 1, 2012

STATE OF California)

:ss.
County of San Francisco)

On this 20th day of March, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared David L. Page, known or identified to me to be the VP Trust of Pensco Trust Company who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Jim Griffith
NOTARY PUBLIC FOR California
Residing at San Francisco
My Commission Expires: April 9, 2013



STATE OF Idaho)

:ss.
County of Ada)

On this 2nd day of April, 2010, before me, the undersigned, A Notary Public in and for said State, personally appeared David L. Page, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



John D Carigh
NOTARY PUBLIC FOR Idaho
Residing at Boise, ID
My Commission Expires 9/1/2015



112134613

Re-record



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REVISED AND RESTATED: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTI FAMILY PORTION OF SAGECREST SUBDIVISION

This Revised and Restated Declaration of Covenants, Conditions, and Restrictions is made by the Owners of the lots within Sagecrest Subdivision, and shall replace and supersede that certain Declaration of Covenants, Conditions and Restrictions recorded on November 18th, 2004, as Instrument No. ~~184146558~~ 104146558

RECITALS

1. The Property is the multi family portion of the plat of Sagecrest Subdivision. The other portions of the plat of Sagecrest Subdivision consist of a commercial section to the north of the Property and a commercial section to the east of the Property (collectively the "Commercial Sections of Sagecrest Subdivision")
2. Sagecrest Subdivision is a re-plat of lot 6 of Resolution Subdivision No.1.
3. POA has deemed it desirable to impose a general plan for the improvement and development of the Property by the adoption and establishment of covenants, conditions and restrictions upon the real property and each and every Residential Lot and portion thereof and upon the use, occupancy and enjoyment thereof; all for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.
4. POA has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property, pursuant to the provisions of this Declaration, to create a non-profit corporation to which shall be delegated and assigned the powers of maintaining the Property as hereinafter provided, and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to.

ARTICLE I
DECLARATION

- 1.1 Each Residential Lot, parcel or portion of the Property, is and shall be held, sold, conveyed, leased, occupied and improved subject to the following terms, covenants,

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RE-RECORDING FOR DAVID'S SIGNATURE
AND TO INCLUDE RECORDING INFORMATION ON PAGE 35.

conditions, easements 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, covenants, conditions, easements and restrictions set forth herein: (1) shall run with the land constituting the Property, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Residential Lot, parcel or portion thereof; (ii) shall inure to the benefit of every Residential Lot, parcel or portion of the Property and interest therein; (iii) each grantee or Owner and such grantees or Owner's respective successors in interest; and (iv) by any Owner or such Owner's successors in interest, or by the POA as hereinafter described.

- 1.2 The Commercial Sections of Sagecrest Subdivision are not subject to any of the terms, covenants, conditions, easements and restrictions set forth herein unless otherwise specifically indicated herein.

ARTICLE II **DEFINITION**

- 2.1 **Articles:** The Articles of Incorporation of the POA.
- 2.2 **Assessments:** Those payments required of POA Members, including Regular, Special and Limited Assessments of the POA, and *as* further required in the Master Declaration.
- 2.3 **POA:** The Sagecrest Multi Family Property Owners' Association (POA), which POA shall be deemed to be a "Sub Association" as that term is defined and used in the Master Declaration.
- 2.4 **POA Rules:** Those rules and regulation promulgated by the POA governing conduct upon and use of the Property under the jurisdiction or control of the POA; the imposition of fines, fees and forfeitures for violations of POA Rules and use of Common Areas, and procedural matters for use in the conduct of the business of the POA.
- 2.5 **Board:** The Board of Directors of the POA.
- 2.6 **Bylaws:** The Bylaws of the POA.

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- 2.7 **Common Areas:** All real property, fixtures, personal property and Improvements owned, leased or otherwise held now or in *the* future by the POA *exclusively* for the common *use* and enjoyment of the Owners, including:
- A. Lot 60, Block 1 of Sagecrest Subdivision (the "**Driveway and Parking Lot**"), which lot includes, without limitation, the asphalt driving and parking area, concrete planters and parking dividers, parking striping, drainage catch basins, grease traps, and drainage beds underneath the asphalt surfaced areas, and mailbox clusters; and
 - B. Lot 64, Block 1 of Sagecrest Subdivision (the "**Recreational Center Lot**"), which lot includes, without limitation, the recreation center building, play area, pool and its landscaped areas.
 - C. The Drainage Lot (Lot 42, Block 1 of Sagecrest Subdivision).
- 2.8 **Declaration:** This Declaration of Covenants, Conditions and Restrictions for Multi Family Portion of Sagecrest, as it may be amended from time to time.
- 2.9 **Drainage Facilities:** All drainage catch basins, grease traps, and drainage beds underneath the asphalt surface areas, together with the Drainage Lot.
- 2.10 **Four Plex:** A residential building on each Residential Lot of the Property that is comprised of four separate single family residential units.
- 2.11 **Improvement:** Any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to the Four plexes, fences, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, drainage facilities, and fixtures of any kind whatsoever.
- 2.12 **Lot:** Any numbered Lot of land shown on the Multi Family Portion of the Plat.
- 2.13 **Master Declaration:** Master Declaration of Covenants, Conditions, Restrictions and Easements for Resolution Subdivision, as recorded with the Ada County Recorder's Office on September 25, 2001, *as* instrument number 102092801, and as may be hereafter amended. Said Master Declaration is incorporated herein by reference. When used in this Declaration the terms which are defined in the Master Declaration shall have the same meanings ascribed to them therein;

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provided, however, that any term defined in this Declaration shall have the meaning given herein.

- 2.14 **Member**: Each person or entity holding a membership in the POA.
- 2.15 **Multi Family Portion**: That portion of the Plat that consists of forty-eight (48) Residential Lots each improved with a Four Plex, the Recreational Center Lot, that portion of the Driving and Parking Lot that is contiguous to the Residential Lots, and the Drainage Lot.
- 2.16 **Owner**: The person or other legal entity, holding fee simple title of record to a Residential Lot and buyers under executory contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.
- 2.17 **Person**: Any individual, partnership, corporation or other legal entity.
- 2.18 **Plat**: The plat of Sagecrest Subdivision as recorded at the office of Ada County Recorder, State of Idaho, which plat includes the Property.
- 2.19 **Property**: The real property described in **Exhibit A**.
- 2.20 **Resolution Business Park, LLC**: The Developer/Owner who executed the Master Declaration.
- 2.21 **Resolution Business Park POA**: The Resolution Business Park Property Owners' POA, Inc., an Idaho non-profit corporation.
- 2.22 **Residential Lots**: All Lots on the Multi Family Portion of the Plat, except the Recreational Center Lot, the *Driving* and Parking Lot, and the Drainage Lot.
- 2.23 **Sidewalks**: Any sidewalks and pedestrian paths on the Property, including the sidewalks that are on the Residential Lots in front of the Four Plexes and the perimeter sidewalk on the Residential Lots that is on the easterly, southerly and westerly perimeter of the Property
- 2.24 **Structure**: The term "Structure" shall include all Four Plexes, all Improvements to the Recreational Center Lot, including the recreational center, pool and play area; and all asphalted areas, including the driveway and parking lot.
- 2.25 **Subdivision**: Multi Family Portion of Sagecrest Subdivision.

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- 2.26 Tenant:** Any person occupying a residential unit in a Four Plex, other than an Owner.

ARTICLE III
NATURE OF OWNERSHIP/MAINTENANCE

- 3.1 Title:** Title to a Residential Lot may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Idaho.
- 3.2 Inseparability:** No ownership of a Residential Lot may be further divided and shall always be conveyed, devised, encumbered and otherwise affected only as a completed Lot. Notwithstanding the foregoing, it is contemplated that the Owner of any Four Plex will lease to separate Tenants the individual residential units of the Four Plex.
- 3.3 Maintenance of Lots and Four Plexs**

The POA shall maintain the following:

- A. The following portions of the exterior of each Four Plex: siding, structural portions of the Four Plexes, street lamps mounted on the Four Plexes, and all other exterior surface areas, including the entry way, exterior stairs, railings and decks, and roofs.
- B. All sidewalks on the Property.
- C. All landscaping on the Property, including, without limitation, all grass areas, shrubs, trees and bushes that are on Residential Lots and the Recreational Center Lot, and all planters, whether they are on Residential Lots or in the Common Area.
- D. Drainage facilities, including the drainage lot.
- E. The common areas.
- F. Any perimeter fence.

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- G. The main lines, service lines, valves, and sprinkler *heads* of the pressurized irrigation system on the Property to the extent that they are not maintained by the Nampa Meridian Irrigation District.

3.4 **The Owner shall maintain the following:**

- A. The following portions of the exterior of each Four Plex: windows, doors, exterior air conditioning units and all other exterior maintenance not performed by the POA; and
- B. The entire interior of the Four Plexs, including but not limited to flooring, ceilings, walls and wall coverings, appliances, plumbing and plumbing fixtures, electrical system and fixtures, all interior components of the heating and air conditioning system.

3.5 **Cost of Maintenance:**

- A. The cost of all maintenance performed by the POA shall be included as part of the Owner's Regular Assessments, as provided at Sections 7.2 and 73, except to the extent that the cost of any such maintenance materially exceeds the cost for similar maintenance on other Residential Lots and Four Plexes. Such excess cost may be charged to the Owner as a Limited Assessment in the Board's discretion.
- B. The cost of all maintenance required to be performed by the Owner shall be paid by the Owner.
- C. Condition of Lots and Four Plexes. Each Residential Lot and Four Plex, and any and all improvements from time to time located thereon or therein, shall be maintained in good condition and repair.

- 3.6 **Utilities:** Each unit of each Four Plex will be separately metered for electricity and gas. Notwithstanding the separate meters and any lease obligation of the tenants to pay for their utilities, the Owner shall be responsible for all sewer, water, electrical, gas, and real property taxes associated with the Owner's Four Plex. The POA shall pay for trash service associated with the units of the Four Plexs.

- 3.7 **Owner's Right with Respect to Interiors:** Each Owner shall have the exclusive right to paint, repair, tile, wash, paper or otherwise maintain, refinish and decorate the interior portions of their Four Plex, except that Owners shall obtain the consent of the POA with regard to window treatments which are visible from the exterior of the Four Plex, the color, texture and materials of which shall correspond with the general color and architectural scheme of the Property.
- 3.8 **Easements for Access for Repair and Maintenance:** The POA is hereby granted an irrevocable easement for purposes of access to and upon each Residential Lot and Four Plex, during reasonable hours and as necessary for the maintenance and repair of the Residential Lot *and* Four Plex located thereon.
- 3.9 **Restriction on Exterior Construction:** No building, fence, wall, or other structure, or any landscaping or other improvement shall be commenced, erected, altered, or maintained upon the Property, nor shall any exterior, additions thereto or change or alteration therein be made until and without the express prior written consent of the Board of Directors, which consent can be withheld for any reason. In pursuant to maintain complex uniformity, the POA Board shall be the Architectural Committee for approval purposes. The POA board reserves the right to appoint an Architectural Committee to oversee any requests for modifications or changes to any property located within the complex. The board shall remain as final approving authority for this purpose.
- 3.10 **Failure of Owner to Maintain such Owner's Residential Lot or Four Plex:** In the event the Owner of any Residential lot improved with a Four Plex shall fail to maintain any portion of such Owner's Residential Lot and that Owner is responsible to maintain, in a manner reasonable satisfactory to the Board, after approval by vote of at least sixty percent (60%) of the members of the Board present and voting and subject to such Owner's right to notice and a hearing before the Board, the POA may, through its agents and employees, enter upon the Residential Lot, or Four Plex. Such repair, maintenance, and restoration shall be chargeable to the owner of such Residential Lot or Four Plex and shall constitute a lien on the Residential Lot of such Owner, collectible in the same manner as Limited Assessments under this Declaration.

ARTICLE IV
RESOLUTION SUBDIVISION RESTRICTIONS

- 4.1 **Resolution Business Park POA Agreement:** By acceptance of a deed to any Residential Lot in the Property *each* owner of such Residential Lot hereby acknowledges that the Property is subject to the Master Declaration and that an agreement with the Resolution Business Park, LLC the following provisions would apply to the Multi Family Portion of Sagecrest Subdivision,
- A. The POA is a Sub-Association of Resolution Business Park, LLC as that term is defined and used in the Master Declaration. There will be one or more property owners for the Commercial Sections of Sagecrest Subdivision, which Association (s) will also be a Sub-Association, as that term is defined in the Master Declaration.
 - B. Except as provided in Section 4.2, the Residential Lots will not be subject to the Resolution Business Park POA Assessments.
 - C. Irrigation water will be provided to the Residential Lots by the pressurized irrigation system developed by the Resolution Business Park, LLC, and owned by Nampa Meridian Irrigation District. In addition to the Assessment provided for in Section 4.2, if the POA is billed for the Property's share of irrigation water, maintenance and operations by the Nampa Meridian Irrigation District, the POA will include such share in the POA's regular Assessments, more particularly described in Section 7.3.
- 4.2 **Limited Payment of Resolution Business Park POA Assessments:** Pursuant to the Master Declaration, the POA (on behalf of each member/owner of the POA and from the proceeds of POA assessments as set forth in Section 7.3) shall pay thirty percent (30%) of the total of (i) the landscape maintenance for the perimeter landscaping along Overland Road and Millennium Blvd., (including lighting within the landscaped *areas*) and (ii) pressurized irrigation and maintenance and operation expenses and usual administrative and accounting expenses associated therewith including, without limitation, insurance, general office expenses and reasonable contract management fees (but no employees will be hired) as such property's share thereof and such property's total obligation to pay all regular assessments and special assessments and irrigation assessments pursuant to the Master Declaration.

ARTICLE V
CERTAIN RESTRICTIONS APPLICABLE TO
RESIDENTIAL LOTS AND FOUR PLEXS

In addition to all other covenants contained in this Declaration, the use of each and every Residential Lot and Four Plex is subject to the following:

5.1 **Use as a Multi Family Dwelling:** Each Residential Lot and Four Plex shall be used as multifamily residential use and for no other purposes.

5.2 **Signs:** No sign or billboard of any kind shall be displayed to the public view on any Residential Lot or Four Plex except for:

- A. Directional, identification and advertising signs, established by the POA Board.
- B. At both the Overland Rd. and Millennium Way entrance to Sagecrest Subdivision, the POA may install a monumental sign identifying the "Sagecrest Apartments" and directing interested Tenants, or potential purchasers, to the "for sale" and "for rent" information contained in the Recreational Center.
- C. Subject to rules and limitations established by the POA Board, small address plates identifying the address of units in the Four Plexes.

5.3 **Temporary Structures, Vehicles, Etc.:**

- A. No building of a temporary character or trailer, tent, or out-buildings shall be placed upon the Property or used on or in connection with any Residential Lot or any Four Plex at any time, either temporarily or permanently; and
- B. No trailer, motor home, truck (other than a 1/2 ton pickup truck), camper, boat or similar vehicle or equipment shall be permitted to be kept or parked upon the Property.

5.4 **Antennas:** No towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on the Property.

- 5.5 **Satellite dishes:** are permitted within the Sagecrest Complex with prior written authorization as outlined within the Sagecrest Property Owners' Association Rule and Regulations, as maintained by the POA.
- 5.6 **Fences:** Excepting the perimeter fence, no other fences shall be erected and maintained, or permitted to be maintained on the Property.
- 5.7 **Mailboxes:** POA will construct mailbox clusters in number and location as acceptable to the U.S. Postal Service, which clusters will provide a locked mailbox for each unit of each Four Plex. No other mailboxes shall be permitted.
- 5.8 **Trash:** The Owner shall be responsible for insuring that the Owner's Residential Lot is free from garbage and other debris, except landscape materials. The POA shall provide designated areas for the Owner and their Tenants to drop off trash for trash pickup service.
- 5.9 **Animals and Pets:** Each Owner shall conform to rules and regulations respecting dogs, cats and other pets and animals, as established from time to time by the Board.
- 5.10 **Laws and Ordinances:** Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of Federal, State, or municipal governments or authorities applicable to use, occupancy, construction and maintenance of such Owner's Residential Lot and Four Plex.
- 5.11 **Association Management and Leasing:**
- A. The Board of Directors shall select a single property management company, hereafter referred to as the Managing Agent, as the sole and exclusive agent of the POA to manage the Sagecrest Apartments and each of its buildings.
 - B. The Board of Directors shall select the management company to manage the Sagecrest Property Owners Association.
- 5.12 **Parking and Auto Repair.** No automobiles or other vehicles shall *be* parked in any street or upon any portion of the Property except within the stripped parking areas, or carport, if any, designated as such by the Board. No Tenants or Owner shall park at any one time more than two vehicles anywhere on the Property, including in the designated parking areas. No work on automobiles or other

vehicle repair shall be performed in any visible or exposed portion of the Property except in emergencies.

- 5.13 Abandoned, Inoperable or Oversized Vehicles:** Abandoned or inoperable automobiles or vehicles of any kind shall not be stored or parked on any portion of the Property. A written notice describing the "abandoned or inoperable vehicle" and requesting its removal may be personally served upon the owner of such vehicle or posted on the vehicle. If such vehicle has not been removed within thirty-six (36) hours after such notice, or other reasonable notice has been given, the POA shall have the right to remove the vehicle without liability, and the expense of removal and storage shall be charged against the owner of the vehicle.
- 5.14 Noxious Activities:** No noxious or offensive activity shall be carried on upon any Residential Lot or Four Plex nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance either to any other Owner or Tenant in their enjoyment of their Residential Lot or Four Plex unit, the Common Area, or the Sidewalks.
- 5.15 Nuisances:** No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to the Owners or Tenants. No noise 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 the Owners' Tenants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), flashing lights or search lights, shall be located, used or placed on the Property without the prior written approval of the POA Board.

ARTICLE VI

SAGECREST MULTI FAMILY SUBDIVISION PROPERTY OWNERS' POA

- 6.1 Organization:** The Sagecrest Multi Family Property Owners' Association ("POA") is organized as an Idaho, non-profit corporation. The POA is charged with the duties and vested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor Bylaws shall, for

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any reason, be amended or otherwise changed so as to be inconsistent with this Declaration. In the event that there should exist any ambiguity in any provision of the Articles or Bylaws, then such provision shall be construed, to the extent possible, so that such provision shall be interpreted so as to be consistent with the provisions of this Declaration.

- 6.2 **Membership:** Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot shall be a Member of the POA. Membership shall be appurtenant to and may not be separated from the fee Ownership of any Residential Lot. *Ownership* of such Residential Lot shall be the sole qualification for membership. Transfer of a Residential Lot shall automatically transfer membership in the POA.
- 6.3 **Voting Rights:** The POA shall have one (1) class of voting members, which shall consist of all Owners, who shall be entitled to one (1) vote for each Residential Lot owned. When more than one person or entity holds an interest in *any* Residential Lot, all such *persons*, or the entity as the case may be, shall be entitled to all rights and privileges of membership. The vote for such Residential Lot shall be exercised as its Owners collectively determine, but in no event shall more than one (1) vote be cast with respect to any Residential Lot.
- 6.4 **No Fractional Votes, Severance of Voting Rights:** Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, such Owners shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Residential Lot(s) from which the vote derived. The right to vote may not be severed or separated from the Ownership of the Residential Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a property manager or Tenant of the Four Plex concerned, for the term of the *lease* or the *term* of the management contract. Any sale, transfer or conveyance of such Residential Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner.
- 6.5 **Board of Directors and Officers:** POA shall be conducted and managed by the Board of Directors (**Board**) and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be

amended from time to time. The Board of the POA shall be elected in accordance with the provisions set forth in the POA Bylaws.

6.6 Powers and Duties of POA:

- A. **Powers:** The POA shall have all the powers of a corporation organized under the non-profit corporation laws of the State of Idaho, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and Declaration. The POA shall have the power to do any and all lawful things which may be authorized, required or permitted to be done POA and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the POA s affairs and the performance of the other responsibilities herein assigned, including, without limitation:
- B. **Assessments:** The power to levy Assessments on any Owner or any portion of the Property and to force payment of *such Assessments*, all in accordance with the provisions of this Declaration.
- C. **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 who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the POA Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.
- D. **Delegation of Powers:** The authority to delegate its powers and duties to any person, firm or corporation, specifically including a property management company and/or a "home owners" association management company. Neither the POA nor the members of its Board shall be liable for any omission or improper exercise by any person or entity of any such duty or power so delegated.
- E. **POA Rules:** The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the POA deems reasonable. Provided, however, that any POA Rules shall apply equally to all Owners and Tenants and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the POA Rules as they may from time to time be adopted, amended or repealed shall be mailed or otherwise delivered to each Owner. It shall be the responsibility of the Managing Agent to distribute a copy of the POA Rules to each of the

Owners' Tenants, if any. Upon such mailing or delivery, the POA Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. The POA post a copy of the POA Rules in a conspicuous place in the recreation center. In the event of any conflict between such POA Rules and any provisions of this Declaration, or the Articles or Bylaws, the provisions of the POA Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

- F. **Duties:** In addition to duties necessary and proper to carry out the powers delegated to the POA by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the POA or its agent, if any, shall have the authority and the obligation to conduct all business affairs to the POA and to perform, without limitation, each of the following duties:
- (a) **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.
 - (b) **Rule Making:** Make, establish, promulgate, amend and repeal such POA Rules as the Board shall deem advisable.
 - (c) **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 Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.
 - (d) **Safety and Security:** Each Owner and occupant of a Four Plex unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the complex. The POA may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each person provides themselves and their property. The POA shall not, in any way, be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

- 6.7 **Personal Liability:** No Member of the Board, or member of any committee of the POA, or any officer of the POA, shall be personally liable to any Owner or Tenants, or to any other party, including the POA, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error or negligence of the POA, other committee, or any officer of the POA, or the Grantor, 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.

ARTICLE VII
ASSESSMENTS

- 7.1 **Covenant to Pay Assessments:** By acceptance of a deed to any Residential Lot in such Residential Lot hereby covenants and agrees to pay when due of the Property each Owner all Assessments or charges made by the POA, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. IN ADDITION, as provided by Section 4.2, any Owner of a Residential Lot within Resolution Subdivision hereby covenants and agrees to pay when due the Owner's pro rata share of all assessments or charges made by the Resolution Business Park Association against the POA.
- A. **Assessment Constitutes Lien:** Such Assessments and charges, together with interest at a rate established by the Board, 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 Residential Lot against which each such Assessment or charge is made.
- B. **Assessment is Personal Obligation:** Each such Assessment, together with interest at a rate established by the Board, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Residential Lot beginning with the time the Assessment falls due. The personal obligation for delinquent Assessments shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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7.2 **Uniformity of Assessments:** Regular Assessments, including the POA's expenses of Four Plex and Residential lot maintenance and repair, shall be uniform as to all Lots and Four Plexes; except that, in the discretion of the Board, if maintenance or repair costs for any specific Owner are materially in excess of the cost for similar repair or maintenance on the other Residential Lots and Four Plexes in the Property, the Board may assess such excess cost as a Limited Assessment against such Owner.

7.3 **Regular Assessments:** The regular assessments may include, and shall be limited to the following regular expenses:

- A. The POA's repairs and maintenance of Residential Lots and Four Plexes expenses, as described at Article III;
- B. Any assessments made by the Nampa Meridian Irrigation District in connection with irrigation water, and operation and maintenance expenses relating to the irrigation of the Property, as generally described at Section 4.1 above;
- C. Expenses of the management of the POA and its activities;
- D. Taxes and special assessments upon the POA's real and personal property;
- E. Premiums for all insurance which the POA is required or permitted to maintain;
- F. Common services to Owners as approved by the Board;
- G. Legal and accounting fees for the POA;
- H. Expenses related to the maintenance and operation of the Common Areas, including maintenance and operation of the Recreation Center Lot with its related facilities, maintenance of the portion of Lot 60, Block 1 that is contiguous to the Residential Lots; Sidewalk maintenance and repairs; and maintenance of the Drainage Facilities, including the Drainage Lot.
- I. Any deficit remaining from any previous assessment year; and

- J. The creation of reasonable contingency reserves for future repairs and maintenance or improvements, administration expenses, or legal expenses.
- K. Regular assessments shall be paid monthly, or as otherwise determined by the Board, as provided in Section 7.6.

7.4 Maximum Regular Assessments:

- A. The Board may pro rate the assessment for any Owner in the year of purchase of such Residential Lot on the basis of the actual months of ownership of such Residential Lot by the Owner during such year.
- B. The annual regular assessment may be increased by the Board by a sum not to exceed twenty percent of the prior year's regular assessment. Any increase the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment shall require the approval of sixty-seven percent (67%) of those members present at or represented by proper proxy at a meeting of the membership conducted pursuant to notice and at which a quorum is present. Notice of such meeting shall set forth the purpose therefore and shall be sent to all members not less than thirty (30) days no more than sixty (60) days in advance of such meeting.

7.5 Regular Assessment Procedure:

- A. The Board shall set forth regular assessments based upon an advanced budget of the POA's requirements for the following assessment year. A summary of that budget shall be mailed by ordinary first class mail or otherwise delivered to all Owners by no later than December 1 of the current budget year (i.e. to take effect on January 1 of the next assessment year). Subject to the voting requirements of any increase in the regular assessment which exceeds twenty percent (20%) of the prior year's regular assessment, the budget shall take effect on January 1 of the assessment year to which it applies.
- B. All payments of regular assessments shall be due and payable without any notice or demand, on the due dates declared by the Board. Regular assessments are to be paid in monthly installments, or other appropriate interval, as determined by the Board. Regular assessments shall be applicable to all Residential Lots. Each Owner shall become responsible

for the regular assessment on a Residential Lot as of the date the Residential Lot is transferred to such owner. The first regular assessment for each Owner shall be adjusted according to the number of months remaining in the year.

- 7.6 **Special Assessments:** In the event that the Board shall determine that its Regular Assessments for a given calendar year is or will be inadequate to meet the expenses of the POA for any reason, including, but not limited to capital improvements, attorneys' fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the amount necessary to defray such expenses and levy a Special Assessment which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied without the vote or written consent of a majority of the votes of the members of the POA, which are present at a properly, scheduled meeting of the members or represented by proxy. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid. Every Special Assessment levied by and for the POA shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for the POA.
- 7.7 **Limited Assessments:** Notwithstanding the above provisions with respect to regular and special assessments, the Board may levy a limited assessment against an Owner as a remedy to reimburse the POA for costs incurred in bringing the Owner and/or such Owner's Residential Lot into compliance with the provisions of the POA Documents.
- 7.8 **Uniform Rate of Assessment:** Unless otherwise specifically provided herein, regular and special assessments shall be fixed at a uniform rate per Residential Lot for all members of the POA
- 7.9 **Assessment Period:** Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year.
- 7.10 **Notice of Default and Acceleration of Assessments:** If any assessment is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the Owner. The notice shall substantially set forth (a) the fact that the installment is delinquent; (b) the action required to cure the default; (c) a date not less than twenty (20) days from the date of the mailing of the notice by which the

default must be cured; and (d) that the failure to cure the default on or before the date specified in the notice may result in the foreclosure of the lien for assessment against the Residential Lot of the Owner and the exercise by the Board of any other remedies either provided herein or allowed by law. In such case, and as a condition of the cure of the delinquent assessment, the Owner may be obligated by the Board, at the Board's sole discretion, to additionally pay all costs of enforcement, including without limitation reasonable attorneys' fees, costs and related expenses and to pay a reasonable late charge and interest to be determined by the Board.

7.11 Enforcement of Assessments: Each Owner is and shall be deemed to covenant and agree to pay to the POA each and every assessment provided for in this Declaration; such assessments in the manner herein specified. In the event an attorney or attorneys are employed for 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 and costs thereby incurred in addition to any other remedies herein or by law provided, the Board, or it's authorized representative, may enforce the obligations of the Owners to pay the assessments provided for in this Declaration, and each of them, in any manner provided by law in equity, or without any limitation of the foregoing, by either or both of the following procedures:

A. **Enforcement by Suit:** By commencement of a suit at law against any Owner or Owners personally obligated to pay assessments, for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon as provided for herein, costs of collection, court costs and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

B. **Liens for Non-Payment of Assessments:** Whenever the POA levies an assessment against a lot for the reasonable costs incurred in the maintenance of common areas or areas of the subdivision which are maintained by the POA, the POA, upon complying with the terms of this section, shall have a lien upon the individual lot

for such unpaid assessments accrued in the previous twelve (12) months.

C. **In order to obtain a lien**: the POA shall file a claim with the Ada County, Idaho Recorder's Office containing:

1. A true statement of the amount due for the unpaid assessments after deducting all just credits and offsets;
2. The name of the owner, or reputed owner, if known;
3. The name of the POA; and
4. A legal description, sufficient for identification, of the property to be charged with the lien.

When a claim has been filed and recorded pursuant to this section and the owner of the lot subject to the claim thereafter fails to pay any assessment chargeable to such lot, then so long as the original or any subsequent unpaid assessment remains unpaid, such claim shall automatically accumulate the subsequent unpaid assessments without the necessity of further filings under this section.

The claim shall be verified by the oath of an individual having knowledge of the facts stated in the claim.

Within five (5) business days after recording a lien on the property, the POA shall serve, by personal delivery to the owner or reputed owner or by certified mail to the last known address of the owner or reputed owner, a true and correct copy of the recorded lien.

The lien may be continued in force for a period of time not to exceed one (1) year from the date the claim is filed and recorded under this section; provided however, that such period may be extended by the POA for not to exceed one (1) additional year by recording a written extension thereof. For the purpose of determining the date the claim is filed in those cases when subsequent unpaid assessments have accumulated under the claim as provided in this section, the claim regarding each unpaid assessment shall be deemed to have been filed at the time such unpaid assessment became due. The lien may be enforced by the Board of Directors acting on behalf of the POA.

This section does not prohibit the POA from pursuing an action to recover sums for which this section creates a lien or from taking a deed in lieu of foreclosure in satisfaction of the lien.

An action to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the claim for unpaid assessments. However, recovery on the action operates to satisfy the lien, or the portion thereof, for which recovery is made.

In any action to recover a money judgment, or to foreclose a lien, the prevailing party shall be entitled to a reasonable attorney's fee, in addition to allowable costs.

- 7.12 Enforcement by Lien:** There is hereby created a claim of lien, with power of sale, on each and every Residential Lot to secure payment to the Association POA of any and all assessments levied against any and all Owners, together with interest thereon as provided for in this Declaration, fines imposed for violation of these Covenants, and all costs of collection which may be paid or incurred by the Association POA in connection therewith, including reasonable attorneys' fees. The Board, or its duly authorized representative, may file and record a Notice of Delinquent Assessment on behalf of the Association POA against the Residential Lot of the defaulting Owner who has not cured the default, as provided in Section 7.11 above. The amount of the assessment, plus any costs of collection, expenses, attorneys' fees and interest assessed in accordance with this Declaration shall be a lien on the Owner's Residential Lot from and after the time the Association POA records the Notice of Delinquent Assessment. Such Notice shall be executed and acknowledged by any officer of the Association POA and shall contain substantially the following:

The claim of lien made pursuant to this Declaration;

The name of the record Owner;

The legal description of the Residential Lot against which claim of lien is made;

The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and attorneys' fees (with any proper offset allowed); and

The name and address of the trustee authorized by the Association POA to enforce the lien by public sale.

Upon recordation, the lien claimed therein shall immediately attach and become effective in favor of the Association POA as a lien upon the Residential Lot

against which such assessment was levied. Such lien shall have priority over all liens or claims created subsequent to the recordation of the Notice. Any such lien may be foreclosed by appropriate action in Court or in the manner provided by the Idaho Code for the foreclosure of a deed of trust with power of sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association POA, or any Title Company authorized to do business in Idaho as Trustee for the purpose of conducting such power of sale foreclosure. The lien provided for herein shall be in favor of the Association POA and shall be for the benefit of all other Residential Lot Owners and payable in accordance with this Declaration after the date of recordation of said Notice. The Association POA shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Residential Lot.

Each Owner hereby expressly waives any objection to the enforcement and foreclosure of assessment liens in this manner. Upon the timely curing of any default for which a Notice was filed by the Board, the Board shall cause an officer of the Association POA to file and record an appropriate release of such Notice in the Office of the County Recorder of Ada County, Idaho. No Owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use or abandonment of his Residential Lot.

ARTICLE VIII **COMMON AREAS AND SIDEWALKS**

- 8.1 **Members' Easements of Enjoyment:** Subject to the provisions of Section 10.4 herein, every Owner and their Tenants, shall have a right and easement of enjoyment in and to the Common Areas, and Sidewalks, and such easement shall be appurtenant to and pass with the title to every Residential Lot.
- 8.2 **Transfer of the Title of the Common Area to the Association:** The Declarant hereby covenants for itself, its successors and assigns, that, no later than one (1) year following the recordation of this Declaration with the Office of Recorder of Ada County, or at the conclusion of the period of Declarant Control, whichever occurs later, it shall convey fee simple title to the Common Areas; excepting, however, the Recreational Center Lot, which shall be purchased by the Association, free and clear of any and all encumbrances and liens, except current

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real property taxes, which shall be prorated to the date of transfer, reservations, easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration, to the Association, together with improvements thereon and appurtenances thereto.

- 8.3 Reservation of limited Easements:** The POA, on behalf of itself, its agents, employees, contractors, subcontractors, invitees, successors, assigns and other authorized personnel, and on behalf of the POA, reserves unto itself, in perpetuity, a non-exclusive easement in, over, upon and through the Property for driveway and parking purposes, for drainage and encroachment purposes, and for ingress to and egress from the Common Areas for the purpose of completing improvements thereon or for the performance of necessary repair and maintenance work, and for ingress and egress to adjacent properties.
- 8.4 Owners' Easement of Enjoyment:** Every Owner of a Residential Lot shall have an easement and equitable rights of use and enjoyment in and to and throughout the Common Areas as well as a non-exclusive easement and equitable right for ingress, egress and support over and through the Common Areas and Sidewalks. Each such easement and right shall be appurtenants to and pass with the title of every Residential Lot subject to the following restrictions:
- 8.5 The rights of the POA:** In accordance with provisions of the Articles, Bylaws and this declaration, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage said properties; provided, however, that in the event of a default upon any such mortgage, the lender's rights hereunder shall be subordinate to the rights of the Members.
- A. The right of the POA to take such steps as reasonably necessary to protect the above described properties against foreclosure;
 - B. The right of the POA, in accordance with its Bylaws and the provisions of this Declaration to temporarily suspend an Owner's rights as a Member of the POA, following notice and hearing, for any period during which any assessment remains unpaid and for a reasonable period for any infraction of its published Rules and Regulations. Notwithstanding the foregoing, the POA shall have no right to interfere with an Owner's right of ingress to or egress from his Residential Lot;

- C. The right of the POA to charge reasonable admission, use and other fees, and to promulgate reasonable rules and regulations for the use of the Common Areas;
- D. The right of the POA to establish and amend rules with regard to the use, maintenance and repair of the Common Areas and Sidewalks;
- E. The right of the POA, to designate guest parking areas in the Driveway and Parking Lot;
- F. The right of the POA to landscape the Residential Lots and the Recreation Center Lot.

8.6 No Dedication to the Public: Nothing in this Declaration or the other Subdivision documents will be construed as a dedication to public use, or a grant to any public municipal or quasi-municipal authority or utility, or an assumption of responsibility for the maintenance of any Common Area by such authority or utility, absent an express written agreement to that effect.

8.7 POA's Responsibility for Common Area: The POA, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Area, all areas, and Sidewalks, and all landscaped Improvements thereon (including furnishings and equipment related thereto), and will keep such properties in good, clean, and attractive condition and repair consistent with the standards of the Property.

8.8 Partition not Permitted: The Owner's undivided rights to use and enjoy the Common Area and Sidewalks, which is herein established and is appurtenant to respective Residential Lots cannot be changed and shall not be separated or separately conveyed. Each undivided interest shall be deemed to be conveyed or encumbered with its respective Residential Lot, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Residential Lot.

ARTICLE IX

RESERVED EASEMENTS

- 9.1 **Utility Easements:** There is hereby created a general easement upon, across, over, in, and under the Property for ingress and egress and for installation, replacement, repair, and maintenance of all utilities, including but not limited to water, sewer, gas, telephone, electrical, television and a master communications system. By the virtue of this easement, it will be expressly permissible and proper for the companies providing electrical, television, telephone and other communication services to install and maintain necessary equipment on the Property and to affix and maintain electrical, television, communications, and telephone wires, circuits, and conduits under the Property. Any utility company using this general easement shall use its install best efforts to and maintain the utilities provided for without disturbing the uses of the Owners or the POA; shall prosecute its installation and maintenance activities as promptly and expeditiously as reasonably possible; and shall restore the surface to its original condition as soon as possible after completion of its work. Should any utility company furnishing a service covered by the general easement request a specific easement by separate recordable document, POA shall have, and is hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement will in no way affect, avoid, extinguish, or modify any other recorded easement on the Property.
- 9.2 **Reservation of Easements:** Exceptions, and Exclusions for Utilities, Infrastructure, and Access; The POA, acting through the Board of Directors, shall have the right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or walkways, drainage, recreation areas and parking areas, and to create other reservations, exceptions, and exclusions in the interest of the Owners and the POA.
- 9.3 **Maintenance Easement:** An easement is hereby reserved and granted to the POA, and any member of the Board of Directors or Manager, and their respective officers, agents, employees and assigns, upon, across, over, in and under the Property and a right to make such use of the Property as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the POA is obligated or permitted to perform, including but not limited to the following: the right to enter upon any Residential Lot and the exterior of any

Four Plex for the purpose of performing repairs and maintenance to such Residential Lot or Four Plex, as provided for herein; and the right to enter upon any Residential Lot to perform landscaping services, and to install, repair and maintain the Pressurized Irrigation System.

- 9.4 **Drainage Easement:** An easement is hereby reserved the POA, its officers, agents, employees, Property successors and assigns to enter upon, across, over, in, and under any portion the of for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the Property so as to improve the drainage water. Reasonable efforts will be made to use this as applicable, to the easement so as not to disturb the uses of the Owners, or the POA, extent possible; to prosecute such drainage work promptly and expeditiously; and to restore any areas affected by such work to a usable condition as soon as reasonably possible following such work. POA, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board prior to undertaking such drainage work, which approval will not be unreasonably withheld.
- 9.5 **Easements Deemed Created:** All conveyances of Residential Lots hereafter made, whether by POA or otherwise, will be construed to grant and reserve the easements contained in this Article, even though no specific reference to such easements or to this Article appears in the instrument for such conveyance.

ARTICLE X

INSURANCE AND FIDELITY BONDS

- 10.1 **Authority to Purchase:** All insurance policies relating to the Common Areas, Sidewalks, and Drainage Lot, will be purchased by the Board or its duly authorized agent. The Board will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is unavailable only at demonstrably unreasonable costs. Notwithstanding the foregoing, if the insurance described below is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy having been obtained, the POA promptly will cause notice of that fact to be delivered to all Owners.

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10.2 General Insurance Provisions: All such insurance coverage obtained by the Board will be governed by the following provisions:

- A. As long as POA owns any Residential Lot, POA will be protected by all such policies in the same manner as any other Owner. The coverage provided to POA under the insurance policies obtained in compliance with this Article will not be deemed to protect or be for or be for the benefit of any contractor engaged by POA.
- B. The deductible, if any, on any insurance policy purchased by the Board may be treated as an expense payable from Regular Assessments or Special Assessments (allocable to all of the Residential Lots or to only some of the Residential Lots, if the claims for damages arise from the negligence of particular Owners, or if the repairs benefit only particular Owners), or as an item to be paid from working capital reserves established by the Board.

10.3 Physical Damage Insurance on Common Areas: This POA shall obtain insurance for all insurable Improvements, if any, on the Common Areas and Drainage Facilities in an amount equal to the full replacement value (i.e. 100% of the current "replacement cost" inclusive of land, foundation, excavation, depreciation on personal property, and other items normally excluded from coverage), which will include all building service equipment and the like, common personal property and supplies, and any fixtures or equipment within the Common Areas. In addition, such policy will afford protection against at least the following:

Loss or damage by fire and other hazards covered by the standard extended coverage endorsement with the standard "all-risk" endorsement covering sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage.

Such other risks as will customarily be covered with respect to projects similar in construction, location, and use to this project.

In contracting for the insurance coverage obtained pursuant to this Section, the Board will be required to make reasonable efforts to secure coverage which provides the following:

A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction, if a decision is made pursuant to this Declaration not to do so.

The following endorsements (or equivalent): (a) "cost of demolition"; (b) "contingent liability from operation of building laws or codes"; (c) "increased cost of construction"; and (d) "agreed amount" or elimination of co-insurance clause.

- 10.4 Liability Insurance:** The POA will obtain a comprehensive policy of public liability insurance and property damage insurance with such limits as the Board may from time to time determine, insuring each member of the Board, the POA, and the respective employees, agents, and all persons acting as agents against any liability to the public or the Owners and Tenants (and their guests, invitees, Tenants, agents, and employees) arising in connection with the Ownership, operation, maintenance, or use of the Common Areas and Sidewalks, and any other areas under the control of the POA. The Owners will be included as additional insured's, but only for claims and liabilities arising in connection with the Ownership, existence, use or management of the Common Areas and Sidewalks.

The Board will review the coverage limits at least once every two years, but, generally the Board will carry such amounts of insurance usually required by private institutional mortgage lenders on projects similar to the POA's Property.

- 10.5 Provisions Common to Physical Damage Insurance, Liability Insurance and Fidelity Insurance:** Any insurance coverage obtained by the POA under the provisions of this Article above will be subject to the following provisions and limitations:

The named insured under any such policies will include Declarant, until all Residential Lots have been conveyed and the POA as attorney-in-fact for the Owners, or the authorized representative of the POA, who will have exclusive authority to negotiate losses under such policies.

Each Owner will be an insured person with respect to liability arising out of the Owner's interest in the Common Areas and Sidewalks or membership in the POA.

In no event will the insurance coverage obtained and maintained pursuant to this Article be brought into contribution with insurance purchased by the Owners or their Mortgagees.

The policies will provide that coverage will not be prejudiced by (i) any act or neglect or any Owner or Tenant (and their family, tenants, servants, agents, invitees and guests) when such act or neglect is not within the control of the POA, or (ii) any act or neglect or failure of the POA to comply with any warranty or condition with regard to any portion of the Property over which the POA has no control.

The policies will contain a waiver by the insurer of any right to claim by way of subrogation against the Board, or the POA.

The policies described above will provide that any "no other insurance" clause will expressly exclude individual Owners' policies from its operation so that the physical damage policy or policies purchased by the Board will be deemed primary coverage, and any individual Owners' policies will be deemed excess coverage.

10.6 Personal Liability Insurance of Officers and Directors: To the extent obtainable at reasonable cost, appropriate officers' and directors' personal liability insurance will be obtained by the POA to protect the officers and directors from personal liability in relation to their duties and responsibilities in acting as such officers and directors on behalf of the POA.

10.7 Owners' Responsibility: Insurance coverage for each Owner's Residential Lot and Four Plex, and all improvements and personal property located thereon, and casualty and public liability insurance coverage regarding the activities of the Owner, and the Owner's agents, invitees, or guests, with respect to their Residential Lot and Four Plex and with respect to the Common Area, shall be the responsibility of each respective Owner.

ARTICLE XI
DAMAGE OR DESTRUCTION

Damage or Destruction of Common Areas-

- 11.1 **Estimate of Damages or Destruction:** As soon as practical after an event causing damage to or destruction of any part of the Common Areas, unless such damage or destruction is minor, the POA will obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Common Areas so damaged or destroyed. "Repair and reconstruction" as used in this Article will mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.
- 11.2 **Repair and Reconstruction:** As soon as practical after obtaining estimates, the POA will diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. The POA may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner will be necessary. Assessments of the POA will not be abated during the period of insurance adjustments and repair and reconstruction.
- 11.3 **Funds for Repair and Reconstruction:** The proceeds received by the-POA from any hazard insurance will be used for the purpose of repair, replacement and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the POA may levy, assess and collect in advance from all Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.
- 11.4 **Disbursement of Funds for Repair and Reconstruction:** The insurance proceeds held by the POA and the amounts received from Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It will be deemed that the first money disbursed in payment for the costs from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance will be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the POA.

11.5 Decision not to Rebuild: If, the Owners representing at least 67% of the votes in the POA agree in writing not to repair and reconstruct damage to the Improvements are authorized, then and in that event the Property will be restored to its natural state and maintained as an undeveloped portion of the Common Areas by the POA in a neat and attractive condition, and any remaining insurance proceeds will be distributed equally to the Owners.

11.6 Damage or Destruction to Four Plex or Residential Lot/Obligation to Repair and Restore: In the event a Four Plex shall be partially or entirely destroyed by fire or other casualty such Four Plex shall either be repaired and restored within a reasonable period of time in a manner consistent with the applicable Design Guidelines or demolished and the Residential Lot landscaped in accordance with the applicable Design Guidelines so that no damaged portion of the former structure remains visible from any other Residential Lot or Common Area. Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Four Plex the insurance proceeds from any insurance policy covering a damaged or destroyed Four Plex shall be first applied to such repair, restoration or replacement of such Four Plex or the demolition of such Four Plex and landscaping of such Residential Lot. Each Owner shall be responsible for the repair, restoration, replacement or demolition of repair, restoration or replacement, or demolition of each Four Plex owned by such Owner, pursuant to the terms of this Declaration. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be consistent with the portion of the Four Plex repaired, unless the Board approves other plans for the repair and reconstruction of the damaged Four Plex.

If the proceeds of the insurance available to the Owner of a damaged Four Plex are insufficient to pay for the cost of repair, restoration or replacement of a Four Plex following a casualty (or demolition and landscaping if the Four Plex is to be demolished), the Owner of such Four Plex shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, replacement or demolition, as required by this Article.

If the insurance proceeds in excess of the amount necessary for the repair, restoration, or replacement of a Four plex, the Owner of such Four Plex shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Four Plex.

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ARTICLE XII

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 August 1, 2044, unless amended as herein provided. After August 1, 2044, 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 Owners holding at least seventy-five percent (75%) of the voting power of the POA and such written instrument is recorded with the Ada County Recorder.

12.2 **Amendments:** Except where a greater percentage is required by express provision in this Declaration any amendment to the provisions of this Declaration, other than this Article XII, shall by an instrument in writing signed and acknowledged by the president and secretary of the POA certifying and attesting that such amendment has been approved by the vote or written consent of the Owners representing more than seventy-five percent (75%) of the votes in the POA, and such amendment shall be effective upon its recordation with the Ada County Recorder.

Notwithstanding the provisions of Section 14.2(A), no termination, extension, modification or amendment of this Declaration will be effective during the Period of POA Control unless the written approval of POA is first obtained.

12.3 **Validity and Effective Date of Amendments:** Amendments to this Declaration shall become effective upon vote completion or recordation in the land records of Ada County, Idaho, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment shall be contrary to the terms or conditions of any valid County, State, or Federal Permit

applicable to the Property; nor shall any amendment divest any Owner of any material and substantial vested property rights.

No amendment may remove, revoke, or modify any right or privilege of the POA without the written consent of the POA or the assignee of such right or privilege.


- 12.4 Mortgage Protection:** Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of any mortgagee under a mortgage or the beneficiary under any deed upon a Residential Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such mortgage or deed of trust such Residential Lot shall remain subject to this Declaration, as amended.
- 12.5 Notices:** Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally, by mail, or email. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the POA for the purpose of service of such notice, or to the residence of such person if no address has been given to the POA. Such address may be changed from time to time by notice in writing to the POA.
- 12.6 Enforcement and Non-Waiver-Right of Enforcement:** Except as otherwise provided herein, any Owner of any Residential lot shall have the right to enforce any or all of the provisions hereof against any Residential Lot within the Property and Owners thereof.
- 12.7 Violations and Nuisances:** The failure of any Owner of a Residential Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the POA, is hereby declared a nuisance and will give rise to a cause of action in the POA or any Owner of Residential Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both.
- 12.8 Violation of Law:** Any violation of any state, municipal or local law, ordinance or regulation pertaining to occupation or use of any property within the Property is hereby declared to be in 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.


- 12.9 Remedies Cumulative:** Each remedy provided herein is cumulative and not exclusive.
- 12.10 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.
- 12.11 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.
- 12.12 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.
- 12.13 Restrictions Severable:** Notwithstanding the provisions of the foregoing paragraph 12.6(A), 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.
- 12.14 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.
- 12.15 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.
- 12.16 Successors and Assigns:** All references herein to Owners, POA, or person, shall be construed to include all successors, assigns, partners, and authorized agents of such Owners, POA or person.

IN WITNESS WHEREOFF, the undersigned: (i) certify and attest that, pursuant to Section 12.2 A. of the certain Declaration of Covenants , Conditions, and Restrictions recorded with the Ada County, Idaho Recorder on 11/18/12 as Instrument No. 104146558, the foregoing Revised and Restated Declaration of Covenants, Conditions and Restrictions has been approved by more than seventy-five percent (75%) of the votes in the POA and (ii) execute this Declaration to be effective upon it recordation with the Ada County Recorder.

Dated the 5TH day of NOVEMBER, 2012.

Sagecrest Multi-Family Property Owner's Association, Inc

By 
JON KAISBECK President


By 
DAVID B. MEISNER Treasurer

Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest Subdivision as stated November 18th, 2004, revised and restated November 6th, 2012.

IN WITNESS WHEREOFF, the undersigned: (i) certify and attest that, pursuant to Section 12.2 A. of the certain Declaration of Covenants , Conditions, and Restrictions recorded with the Ada County, Idaho Recorder on 11/18/12 as Instrument No. 104146558 , the foregoing Revised and Restated Declaration of Covenants, Conditions and Restrictions has been approved by more than seventy-five percent (75%) of the votes in the POA and (ii) execute this Declaration to be effective upon it recordation with the Ada County Recorder.

Dated the 5TH day of NOVEMBER, 2012.

Sagecrest Multi-Family Property Owner's Association, Inc

By 
JON KAISBEEK President

By _____
_____, Treasurer

Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest Subdivision as stated November 18th, 2004, revised and restated November 6th, 2012.

STATE OF ~~IDAHO~~ ^{Nevada})

: ss.

County of ~~Ada~~ ^{Washoe})

On this 6 day of December, 2012, before me, Danielle Adams a Notary Public in and for said State, personally appeared Jon Kalsbeek, President of the Sagecrest Multi Family Property Owner's Association, INC., known and identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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



Danielle Adams
Name:

Notary Public for Idaho _____

Residing at: _____ Boise, _____

Idaho _____

My _____ Commission _____

expires: 10/6/15

(SEAL)

Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest Subdivision as stated November 18th, 2004, revised and restated November 6th, 2012.

STATE OF IDAHO,)

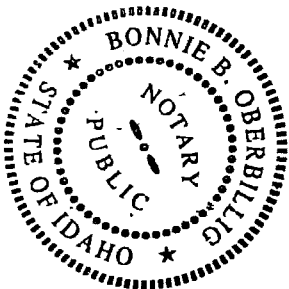
: ss.

County of Ada.)

On this 12th day of December, 2012, before me, Bonnie B. Oberbillig a Notary Public in and for said State, personally appeared David Meisner, Treasurer of the Sagecrest Multi Family Property Owner's Association, INC., known and identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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

Idaho



expires: 8-27-2015

(SEAL)

Name: *Bonnie B. Oberbillig*

Notary Public for Idaho

Residing at: _____ Boise,

My expiry Commission
8-27-2015

Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest Subdivision as stated November 18th, 2004, revised and restated November 6th, 2012.

EXHIBIT A

LEGAL DESCRIPTION

Lots 10 through 32; Lots 45 through 53 and Lots 60 through 77 in Block 1 of SAGECREST SUBDIVISION, according to the official plat thereof, filed in Book 90 of Plats at Page(s) 10438 through 10441, official records of Ada County, Idaho.

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Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest
Subdivision as stated November 18th, 2004, revised and restated November 6th, 2012.



**FIRST AMENDMENT TO THE REVISED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MULTIFAMILY PORTION OF SAGECREST
SUBDIVISION**

Pursuant to and in accordance with the provisions of Article XII, Section 12.2, of the REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MULTIFAMILY PORTION OF SAGECREST SUBDIVISION recorded on December 20, 2012, instrument number 112134613 the undersigned, being the President and Secretary of the Sagecrest Multifamily Owners Association Inc. certify and attest the amendment set forth below has been approved by the vote of the Owners representing more than seventy-five percent (75%) of the votes of the POA:

To wit:

Article III, paragraph 3.3 A which provided as follows:

- A. The following portions of the exterior of each Four Plex: siding, structural portions of the Four Plexes, street lamps mounted on the Four Plexes, and all other exterior surface areas, including the entry way, exterior stairs, railings and decks, and roofs.

Is deleted in its entirety and the remaining sub-paragraphs of Section 3.3 are re-designated as paragraphs A through F, inclusive, as follows:

The POA shall maintain the following:

- A. All sidewalks on the Property.
- B. All landscaping on the Property, including, without limitation, all grass areas, shrubs, trees and bushes that are on Residential Lots and the Recreational Center Lot, and all planters, whether they are on Residential Lots or in the Common Area.
- C. Drainage facilities, including the drainage lot.
- D. The common areas.
- E. Any perimeter fence.

- F. The main lines, service lines, valves, and sprinkler *heads* of the pressurized irrigation system on the Property to the extent that they are not maintained by the Nampa Meridian Irrigation District.

Article III, paragraph 3.4 A. is amended to read as follows:

- 3.4 A. The entire exterior of the Four Plex, including but not limited to, siding, structural portions of the Four Plexes, street lamps mounted on the Four Plexes, and all exterior building components, doors, windows, the entry way components and concrete, air conditioning systems, railings and decks, exterior stairs, and roofs.

LEGAL DESCRIPTION

Lots 10 through 32; Lots 45 through 53 and Lots 60 through 77 in Block 1 of SAGECREST SUBDIVISION, according to the official plat thereof, filed in Book 90 of Plats at Page(s) 10438 through 10441, official records of Ada County, Idaho.

There are no other adopted changes to the aforesaid document and the remaining provisions of Instrument 112131406 of the Ada County Records are incorporated herein as if set forth in full herein.

Executed in counterparts on the date set forth by each of the officers signatures below.

Dated:

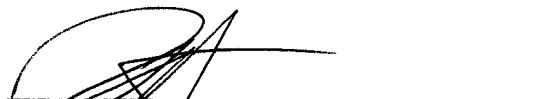
3-19-2015



Jon Kalsbeek, President
Sagecrest Multifamily Property Owners' Assoc., Inc.

Dated:

5/18/2015



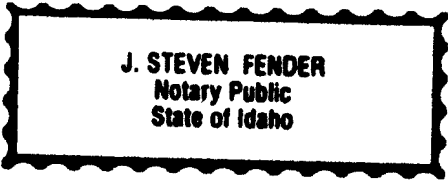
Paul Ryan, Secretary
Sagecrest Multifamily Property Owners' Assoc., Inc.

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STATE OF IDAHO
County of ADA

On this 18th day of May 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Ryan known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his capacity as the Secretary of the Sagecrest MultiFamily Owners Association, Inc.

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



J. Steven Fender

Notary Public for Idaho
Residing at Boise
My Commission Expires: 7.28.2020

^{Oregon}
STATE OF ~~IDAHO~~,)

: ss.

^{Douglas}
County of ~~Ada~~.)

On this 19th day of March, 2015, before me, Gavin Lee Weaver a Notary Public in and for said State, personally appeared Jon Kalsbeek, President of the Sagecrest Multi Family Property Owner's Association, inc., known and identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for and on behalf of said corporation.

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

Gavin Lee Weaver

Name:

^{Oregon}
Notary Public for ~~Idaho~~

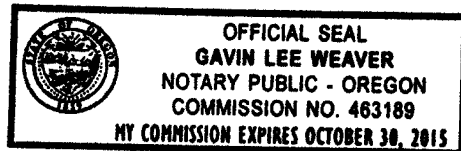
Residing at: Roseburg, OR. ~~Boise,~~

^{Oregon}
~~Idaho~~

My Commission

expires: October 30, 2015

(SEAL)



Declaration of Covenants, Conditions and Restrictions of the Multi Family Portion of Sagecrest Subdivision as stated November 18th, 2004, revised and restated February 2nd, 2015.