

PLAT OF SPYGLASS SUBDIVISION

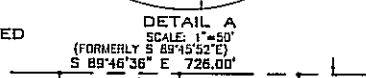
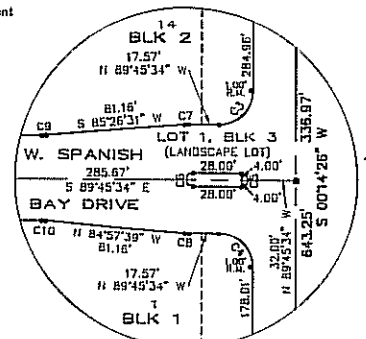
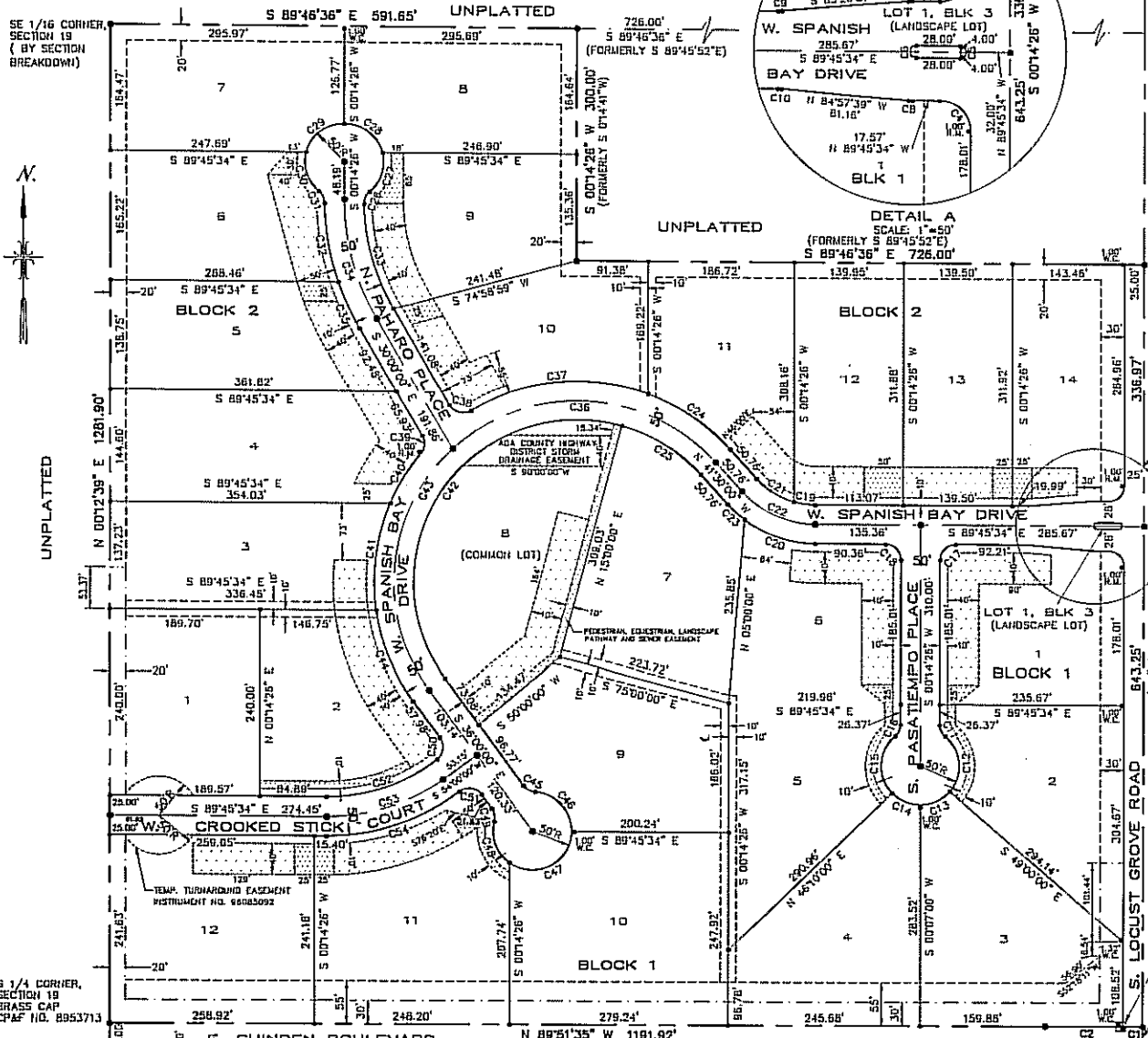
LYING IN THE SE 1/4 OF THE SE 1/4 OF SECTION 19, T.4N., R.1E., B.M., EAGLE, ADA COUNTY, IDAHO

1996



PLAT LEGEND

- Initial Point, Set 2" x 36" Advantaged Iron Pipe with Aluminum Cap as 1.00' Witness Corner to the Initial Point
- Found Brass or Aluminum Cap (As Noted)
- Set 5/8" x 30" Rebar with Plastic Cap
- Set 1/2" x 24" Rebar with Plastic Cap
- Set Monument as shown at distance as shown for Witness Corner
- Set 1/2" x 24" Rebar with Plastic Cap for 1.00' Reference Marker, 90° off Tangent
- Sanitary Sewer Easement, Pavements and Vehicular access permitted
- Boundary Line
- Right-of-Way Line
- Lot Line
- Centerline
- 1/16 Section Line
- Pedestrian, Equestrian, Landscape and Pathway Easement
- Pedestrian, Equestrian, Landscape, Pathway and Zinger Lateral Water Users Association Easement
- Easement Line, use as designated
- Sanitary Sewer Easement Seepage Area, Pavements and Vehicular access not permitted



- ### NOTES
- Minimum building setback lines shall be in accordance with the City of Eagle Zoning Ordinance at the time of issuance of the building permit or as specifically approved.
 - All lot, parcel and tract sizes shall meet dimensional standards established in the City of Eagle Zoning Ordinance or as specifically approved.
 - Any subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the subdivision.
 - This subdivision is subject to compliance with Idaho Code, Section 31-3805.
 - This subdivision is subject to the Uniform Building Code (UBC) as regulated by the City of Eagle.
 - All houses utilizing central septic systems must have the septic tanks placed on the street side of the house.
 - There is a ten (10) foot irrigation, utility and drainage easement in the side, front and rear lot lines of all lots. There is a ten (10) foot Eagle street light easement fronting on all public streets.
 - There are Spyglass Subdivision homeowners pedestrian, equestrian, landscaping, pathway and Zinger Lateral easements as specifically identified on this plat, which will be maintained by the Spyglass Homeowners Association or its assigns.
 - Lot B, Block 1 is an open-space lot that is reserved for recreational and common use by Lots 1 through 7 and 9 through 12, Block 1; and Lots 1 through 14, Block 2 and will be owned and maintained by the Spyglass Homeowners Association or its assigns.
 - Lot 1, Block 3 is an open-space lot with blanket easements for landscaping, public utilities and City of Eagle street lights. Lot 1, Block 3 is to be owned and maintained by the Spyglass Homeowners Association or its assigns.
 - This development recognizes Section 22-4503, Idaho Code, Right-to-Farm, which references that no agricultural operation or an appearance to it shall be or become a nuisance, private or public, by any changed condition 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 negligent operation of any agricultural operation or an appearance to it.
 - All roof construction in this subdivision shall be with non-combustible construction materials.
 - No trees or deep-rooted plant material shall be allowed in those areas designated as sanitary sewer easements or A.C.H.D. storm drainage easements.
 - Each residential lot must connect to the public sewer, when available as required by the City of Eagle in the conditions of approval for this subdivision plat.
 - See Record of Survey No 3722 for additional Data of Record.

CURVE DATA

CURVE	PC	PT	PI	ARC	CHORD	TANGENT	CHORD BEG	CHORD END
1	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
2	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
3	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
4	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
5	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
6	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
7	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
8	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
9	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
10	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
11	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
12	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
13	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
14	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
15	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
16	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
17	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
18	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
19	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
20	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
21	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
22	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
23	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
24	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
25	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
26	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
27	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
28	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
29	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00
30	3441.48	3441.48	3441.48	22.50	181.03	181.03	0.00	0.00

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR THIS SUBDIVISION. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

INITIAL POINT
1.00' WITNESS CORNER
N 00°14'26" E 39.77'

SECTION CORNER
BRASS CAP
CP&F NO. 7794551

DEVELOPER
MERIT HOMES
Boise, Idaho

ENGINEER
BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho

DATE
9/23/96

SHEET 1 OF 2

SPYGLASS SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS:

THAT PETER A. WIERENGA AND KATHRYN A. S. WIERENGA, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY AS DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THE SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334, (2). ALL LOTS IN THIS SUBDIVISION WILL RECEIVE DOMESTIC WATER FROM AN EXISTING WATER SYSTEM AND UNITED WATER IDAHO, INC. HAS AGREED IN WRITING TO SERVE THE LOTS IN THIS SUBDIVISION.

A PARCEL OF LAND LYING IN THE SE 1/4 OF THE SE 1/4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 19, 20, 29 AND 30, T.4N., R.1E., S.4M., THENCE N 00°14'26" E 39.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST CHIVDEN BOULEVARD (U.S. HIGHWAY 20 AND HIGHWAY 26), SAID POINT BEING ON A CURVE;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT 25.00 FEET, HAVING A RADIUS OF 34,417.48 FEET, A CENTRAL ANGLE OF 00°02'30", TANGENTS OF 12.50 FEET AND A CHORD WHICH BEARS N 89°40'20" W 25.00 FEET TO THE INITIAL POINT OF THIS SUBDIVISION;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT 100.07 FEET, HAVING A RADIUS OF 34,417.48 FEET, A CENTRAL ANGLE OF 00°00'00", TANGENTS OF 50.04 FEET AND A CHORD WHICH BEARS N 89°46'35" W 100.07 FEET TO A POINT OF TANGENCY;

THENCE N 89°51'35" W 1,191.92 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 19; THENCE N 00°12'30" E 1,281.90 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4;

THENCE S 89°40'38" E 591.65 FEET ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 TO A POINT;

THENCE S 00°14'26" W 308.00 FEET PARALLEL WITH THE EAST LINE OF SAID SE 1/4 OF THE SE 1/4 TO A POINT;

THENCE S 89°46'36" E 726.00 FEET PARALLEL WITH THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4 TO A POINT ON THE EAST LINE OF THE SE 1/4 OF THE SE 1/4; THENCE S 00°14'26" W 980.22 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST CHIVDEN BOULEVARD, SAID POINT BEING ON A CURVE;

THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE ALONG A CURVE TO THE LEFT 25.00 FEET, HAVING A RADIUS OF 34,417.48 FEET, A CENTRAL ANGLE OF 00°02'30", TANGENTS OF 12.50 FEET AND A CHORD WHICH BEARS N 89°40'20" W 25.00 FEET TO THE INITIAL POINT OF THIS SUBDIVISION COMPRISING 33.74 ACRES, MORE OR LESS.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AND THE EASEMENTS INDICATED BY SAID 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 HERETO SET OUR HANDS THIS 7th DAY OF May 1996

Peter A. Wierenga
PETER A. WIERENGA

Kathryn A.S. Wierenga
KATHRYN A.S. WIERENGA

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 7 DAY OF MAY 1996 BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED PETER A. WIERENGA AND KATHRYN A. S. WIERENGA, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

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



Iver
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: MAY 21, 2000

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE NOT BEEN SATISFIED AND ARE IN FORCE FOR THIS SUBDIVISION.

NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHELTER WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNLTL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED AND LIFTED.

Thomas E. Adams
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

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



R. Ricci
ACTING CITY ENGINEER

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.

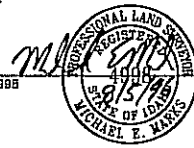


COUNTY SURVEYOR

CERTIFICATE OF SURVEY

I, MICHAEL E. MARKS, P.L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON IN CONFORMITY WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

MICHAEL E. MARKS, P.L.S. NO. 4989



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 15th DAY OF MAY 1996

Henry R. Hudec
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CITY COUNCIL

I, D. Corey Louder CITY CLERK IN AND FOR THE CITY OF EAGLE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 15th DAY OF August 1996, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

D. Corey Louder
CITY CLERK
EAGLE, IDAHO

CERTIFICATE OF COUNTY TREASURER

I, Barbara Bauer COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1309, 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.

Barbara Bauer by Denise Job
COUNTY TREASURER



CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. 96099182

STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Briggs Eng AT 13 MINUTES PAST 4 O'CLOCK PM, THIS 2 DAY OF December 1996 IN MY OFFICE AND WAS DULY RECORDED IN BOOK 73 OF PLATS AT PAGES 7476 AND 7477

J. Wallace DEPUTY
J. David Haxson EX OFFICIO RECORDER

ASS. CLERK RECORDER
 J. DAVID NAVARRO
 BOISE ID

**DECLARATION OF COVENANTS, CONDITIONS,
 AND RESTRICTIONS
 FOR
 SPYGLASS SUBDIVISION**

ALLIANCE TITLE
 '97 APR 2 PM 4 16
 FEE 78.00 REC'D J. Navarro
 RECORDED AT THE REQUEST OF

THIS DECLARATION is made on the date hereinafter set forth by PETER A. WIERENGA, hereinafter referred to as the "Declarant";

R E C I T A L S:

WHEREAS, the Declarant is the Owner of certain real property situated in the City of Eagle, County of Ada, State of Idaho, which property as more particularly described on Exhibit "A" attached hereto and which real property is hereinafter referred to as the "Property."

NOW, THEREFORE, Declarant hereby declares that the Property shall hereafter be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property and each and every part, parcel, and Lot thereof. These easements, restrictions, covenants, and conditions shall be binding upon all parties hereafter having any right, title, or interest in the Property or any part, parcel, or Lot thereof, and upon their heirs, successors, and assigns. These easements, restrictions, covenants, and conditions shall also inure to the benefit of each present and future Owner of the Property and/or the Owner of any part, parcel or Lot thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to SPYGLASS SUBDIVISION HOMEOWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Idaho, or any successor or assign of the Association.

Section 2. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple

**DECLARATION OF COVENANTS,
 CONDITIONS, AND RESTRICTIONS - 1.**

title to any Lot which is a part of the Property, including contract purchasers, but excluding those parties having an interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real property constituting Spyglass Subdivision according to the official recorded plat thereof, and every part, parcel, and Lot thereof.

Section 4. "Common Facilities" shall mean and refer to those physical improvements constructed by Declarant or the Association upon the utility or landscape easements over each Lot, including landscaping, sidewalks, curbs and gutters, street lights, the domestic water system, sewage treatment system and/or the irrigation water system placed thereon.

Section 5. "Lot" shall mean and refer to all lots within and shown upon the official recorded plat of Spyglass Subdivision, and except for streets dedicated to the public, as shown upon the recorded plat.

Section 6. "Declarant" shall mean and refer to PETER A. WIERENGA, his successors and assigns, provided that, such successors or assigns have acquired more than two (2) Lots and that such Lots constitute the entire remainder of unconveyed Lots owned by Declarant.

Section 7. "Project" shall mean and refer to the Property and all contemplated improvements thereto.

Section 8. 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 II

SPYGLASS HOMEOWNERS ASSOCIATION

Section 1. It is contemplated that simultaneously with the execution and recordation of this Declaration of Covenants, Conditions, and Restrictions (the "Declaration"), the Association will be incorporated and the Association will adopt ByLaws (the "ByLaws") for its governance.

Section 2. To the extent the Articles of Incorporation or ByLaws of the Association may conflict with the provisions of this Declaration, the provisions of this Declaration shall control.

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS - 2.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Facilities, subject to such reasonable rules and regulations covering the use and access to such facilities as may be adopted by the Association. Said rights and easements shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The Association shall have the right to charge reasonable admission and/or other fees for the use of any Common Facility;
- (b) The Association shall have the right to suspend the voting rights and the right to use the Common Facilities of any Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations; and
- (c) The Association shall have the right to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members of the Association has been recorded.

Section 2. Declaration of Use. Any owner may delegate his right to the enjoyment of the Common Facilities to the members of his or her family, to his or her tenants, or to the contract purchasers of his or her Lot, provided such designees reside on the Property and agree to be bound by the rules and regulations of the Association.

Section 3. Parking Rights. Subject to the provisions of Article V, Section 10, of this Declaration, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is part of the Owner's home. No more than two (2) vehicles may be parked in the driveway of any Owner's home at one time. Boats, trailers, recreational vehicles, campers, and similar vehicles may only be located on any Owner's Lot if they are screened from view from the public street in a manner which has been approved by the Architectural Control Committee. Owners'

vehicles may not be continuously parked in the street adjacent to the Owner's Lot for any period in excess of twelve (12) hours.

Section 4. Responsibility for Maintenance. The Association shall provide maintenance to the Common Facilities and the improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, or his or her family, guests, or invitees, the costs of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his or her Unit and any private decks, fences, courtyards, landscaping and lawn contiguous to his or her Unit. In the event of damage to, or the destruction of, a Dwelling Unit by fire or other casualty, the Owner must complete repair and/or replacement of the Dwelling Unit within one hundred eighty (180) days of said damage or destruction. Maintenance of sewage treatment systems shall conform, in general, with program set forth in Exhibit "B." Each owner shall be responsible for maintaining his or her septic tank, pump system, and effluent pipes.

ARTICLE IV

RIGHTS RESERVED BY DECLARANT

Section 1. Notwithstanding anything to the contrary contained in this Declaration, the Declarant expressly reserves unto:

- (a) Itself, its employees, successors and assigns, its agents, representatives, contractors and their employees, all necessary or convenient easements and rights-of-way on, over, and across all or any part of the streets of the Subdivision for vehicular and pedestrian ingress and egress to and from any part of the Property, or to and from any adjacent real property owned by Declarant, or its successors or assigns; and
- (b) Itself, its successors and assigns (including any district, company or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), all necessary or convenient the utility easements as provided on the recorded subdivision plat of Spyglass Subdivision, for the installation, use, maintenance, and repair of all lines, wires, pipes, and all other things necessary for all such services, provided that any such lines, wires, or

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS - 4:**

pipes shall be underground and further provided that all work done in connection therewith shall be performed with reasonable care and that the surface of said easement areas shall, within thirty (30) days following the completion of such work, be restored to the level and condition that existed prior to the doing of such work.

ARTICLE V

USE AND BUILDING RESTRICTIONS

Section 1. Building Restrictions. Each Lot shall be restricted to one single family dwelling together with usual and appropriate out-buildings. A guest house or guest quarters will be allowed, subject to Architectural Control Committee approval, so long as it is not occupied continuously in excess of one (1) week by anyone other than immediate family members of the Owner. Under no circumstances shall such facilities be rented. No structure shall be erected upon any Lot which shall exceed two (2) stories in height. All buildings shall be of frame, stucco, stone, or brick construction and, if other than stucco, brick, or stone, shall be finished, painted, and kept in good repair. The materials utilized shall be consistently used on all sides of each structure. No fascades shall be permitted. The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control pursuant to Section 17 of this Article V and pursuant to Article VIII hereof. All approved outbuildings shall utilize styles and materials consistent with the primary residence on the Lot. Each lot shall be used only in such manner as will be inoffensive to any other property owners in the Project. Roofing materials shall consist of shingles, shakes, tile, architectural grade asphalt shingles (minimum of 40 year rating). No metal roofs shall be permitted except for metal valleys used with other approved materials.

Section 2. Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy the minimum floor area requirements of the Architectural Control Committee established in accordance with the provisions of Article VIII hereof, provided, however, that in no event shall the required floor area of any single level home be less than 2,400 square feet of floor area, nor shall any two-story home have less than 3,000 square feet (with a minimum of 1,800 square feet on the ground floor) of floor area, exclusive of garages, patios, breezeways, out-buildings, porches, and similar structures.

Section 3. Building Location. Unless otherwise specifically approved in writing by the Architectural Control

Committee, no dwelling, structure or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer than forty (40) feet to the front or to the rear Lot line of the Lot on which it is located, or nearer than twenty (20) feet to any side Lot line of the Lot on which it is located. No structure used or to be used for sheltering animals shall be utilized without Architectural Control Committee approval, nor shall any such structure be placed nearer than forty (40) feet to any Lot line. For the purposes of this section, eaves, steps, chimneys, and gutters shall not be considered as a part of the building. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Control Committee.

Section 4. Building Site. A building site shall consist of at least one (1) Lot or a parcel composed of more than one Lot.

Section 5. Moving of Buildings; Construction of Outbuildings. No buildings or structures shall be moved onto the Property except a new prefabricated structure of a type and design approved by the Architectural Control Committee. No travel trailer or similar mobile unit designed for overnight accommodation shall be parked in any street or within any Lot's building setback lines. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the construction of a permanent dwelling. Notwithstanding the foregoing restrictions, a portable construction office may be placed upon any Lot during the period during which construction of a dwelling unit thereon is in progress, provided that such office may not remain or be kept upon such Lot for more than nine (9) months. In addition, a temporary sales office of a portable nature may be placed upon a Lot by Declarant to facilitate Lot sales. The design of all structures, whether temporary or permanent, must be approved by the Architectural Control Committee.

Section 6. Prosecution of Construction Work. The construction of all dwellings and associated structures shall be prosecuted diligently and continuously from the time of the commencement thereof until such dwelling or associated structure is fully completed and painted. All structures shall be completed as to external appearance, including finished painting, within nine (9) months from the date of the commencement of construction, unless prevented by causes beyond the control of the Owner or

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS - 6.**

builder and then only for such extended time as that cause continues. In addition, construction of a residence on any Lot must be undertaken by the Owner within one (1) year after the acquisition of the Lot from Declarant, unless a written extension is approved by the Architectural Control Committee.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in a Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 8. Excavation. No excavation for stone, sand, gravel, earth, or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon or in connection with the making of other improvements thereon which improvements have been approved by the Architectural Control Committee.

Section 9. Unsightly structures or Practices. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment, or structures shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage, and trash shall be kept at all times in covered, reasonably noiseless containers, which containers shall be kept and maintained within an enclosed structure or in an area appropriately screened from view except when necessarily placed for pickup by garbage removal services. Storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.

Section 10. Vehicle and Equipment Parking. No campers, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by the Lot Owner for the personal use of the Lot Owner and/or his family upon the Lot, shall be kept or stored upon a Lot. Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the front plane of the dwelling unit on any Lot and the Street, nor shall they be parked or stored within any building setback area (as defined in Section 3 hereof). Such vehicles or equipment as are permitted hereunder shall be appropriately screened from the street view in an enclosure approved by the Architectural Control Committee. No working or commercial vehicles

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larger than three-quarter ton, and no inoperable cars, shall be parked upon a Lot except inside owner's garage.

Section 11. Material Storage. No building material of any kind shall be placed or stored upon a building site until the Lot Owner or his builder is ready and able to commence construction and then such material shall be placed within the property setback lines of the building site upon which the structure is to be erected. The Architectural Control Committee and/or the Association (through its agents) shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth, or refuse.

Section 12. Fences; Hedges. Except as is otherwise approved in writing by the Architectural Control Committee, no fence, hedge, or boundary wall situated anywhere upon any Lot shall have a height greater than four (4) feet, or such other lesser heights as the Architectural Control Committee may specify, above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. Except as may be specifically approved by the Architectural Control Committee, all fencing must consist of white vinyl three (3) rail fencing. Except upon the approval of the Architectural Control Committee, no fence shall be constructed so as to extend toward the front of the Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any side Lot line adjacent to a dedicated street on a corner Lot. No fence, wall, hedge, or shrub planting with an elevation above four (4) feet shall be permitted outside of building setback requirements without the consent of the Architectural Control Committee. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No deep-rooted trees shall be permitted within the easements provided for sewage treatment, which easements are indicated on the face of the plat.

Section 13. Noxious Use of Property. No portion of any Lot or any structure thereon shall be used for the conduct of any trade or business or professional activities. Notwithstanding the foregoing, any Owner may perform such business or employment-

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related activities within his or her home so long as no evidence of such activities is visible from outside of said Owner's Lot and provided traffic within the subdivision is not thereby increased. The prohibition of the use of any Lot or any structure thereon for the conduct of any trade or business or professional activities includes and prohibits the use of any Lot or any structure thereon for a "half-way house," treatment center, shelter home, school, day-care center, or other similar use, including use for the care or the residence of unrelated physically or mentally handicapped persons (notwithstanding the provisions of Section 67-6530 and 67-6531, Idaho Code). The occupancy of a dwelling structure on a Lot shall be limited to one or more persons related by blood, adoption, or marriage living together as a single housekeeping unit, or to not more than two persons, though not related by blood, adoption, or marriage living together as a single housekeeping unit. Noxious or undesirable acts or the undesirable use of any portion of the Property including (but not limited to) acts or uses causing loud noise which interferes with the peaceable enjoyment of neighboring properties is prohibited and shall not be permitted or maintained; provided, however, that an office or model home for the purpose of the development, construction, and sale of the Lots and homes in the Project may be maintained by Declarant.

Section 14. Billboards; Signs. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than ten (10) square feet advertising the Lot for sale or rent, or a sign of the same size used by a builder to advertise the property during the construction and sales period. The Association may maintain one (1) or more subdivision identification signs and appropriate informational signs upon the Periphery Landscape Easement (Article V, Section 23), such signs to be of a size and design approved by the Architectural Control Committee. No other signs shall be placed or maintained upon the Periphery Landscape Easement. Notwithstanding the provisions of this Section 14, Declarant shall be entitled to place such signs, of such size, as Declarant may deem appropriate, to identify the Project, to relate information with regard thereto, and to advertise Lots for sale.

Section 15. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, horses, llamas, or other normal household pets may be kept, provided that such animals are not kept, bred, or maintained for any commercial purpose. No more than two (2) horses, two (2) llamas, or one (1) horse and (1) llama may be kept or maintained on any Lot. Any such animals shall be properly restrained and controlled at any time that they are within the Project whether or not outside the boundaries of the Owner's Lot. It shall be the obligation of each Owner to control his or her animals in accordance with the rules and regulations of the Association. In

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the event an Owner constructs or maintains a kennel upon his or her Lot, such kennel shall:

- (a) Be located on the Lot in a manner to avoid any endangerment of, or nuisance to, adjacent Lots and/or Lot Owners; and
- (b) Be kept in a clean and odor-free manner.

Section 16. Exterior Antennas. No outside television antennas, radio aerials, or similar devices or structures shall be installed on any Lot or on the exterior of any structure located thereon. Satellite dishes shall be permitted only if approved by the Architectural Control Committee and if located behind the front plane of the dwelling structure (toward the rear of the Lot) outside of any building site setbacks, and if appropriately screened from view from any direction.

Section 17. Control of Exterior Walls, Roofs, 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 the improvements thereon, the Architectural Control Committee shall have the right to control the texture, design and color scheme of the outside walls, fences, roofs and patio roof of all structures erected upon any Lot and to require basic landscaping on all Lots which have homes or other structures thereon. The Owner shall not repaint the outside walls or fences without first obtaining approval of the Architectural Control Committee as to color. All patio roofs shall be of a design and color which are consistent with the roof of the dwelling unit.

Section 18. Landscaping. Prior to the beginning of construction of the dwelling house upon any Lot, the Owner or his or her agent shall submit a landscaping plan to the Architectural Control Committee for approval. Each Lot shall be improved prior to the occupancy of the dwelling structure or within forty-five (45) days thereafter with the landscaping specified in the plan approved by the Architectural Control Committee. If weather does not reasonably permit the immediate landscaping of the Lot, such landscaping may be delayed until weather permits the landscaping to proceed. In that event, the landscaping shall be completed within forty-five (45) days thereafter.

Section 19. Exterior Lighting. No exterior lighting shall be installed or maintained on any Lot (or structure thereon) which interferes with the use and enjoyment of adjacent Lots or without the prior approval by the Architectural Control Committee of the proposed installation.

Section 20. Sanitary Facilities. Prior to the occupancy of any structure thereon, each Lot shall either be connected to public or community sewer services or be improved with a waste disposal facility for sewage and waste water disposal, which facility shall be of a design and construction approved by the Central District Health Department and the Architectural Control Committee.

Section 21. Entry-Way Light. Each building site shall be improved by the Owner thereof, prior to the occupancy of any structure thereon, by the installation of an entry-way light at the juncture of the site's driveway and the street, of a style and design approved by the Architectural Control Committee. Such light mechanism shall include a photo-cell device which causes the light to automatically illuminate during the period from sunset to sunrise.

Section 22. Easement for Maintenance. The Association shall have a permanent easement to go upon the privately owned property of Owners in this subdivision to perform maintenance upon said property including, but not limited to, snow removal, landscape maintenance, lawn maintenance, sewage treatment system maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easements hereby reserved and all rights and privileges incident thereto, including the right from time to time to cut, trim, and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance, and repair of utility service connections and drainage systems whether or not such conditions violate any of the foregoing sections.

Section 23. Periphery Landscape Easement. The Association shall also have an easement as indicated on the subdivision plat map in order to maintain landscaping at the rear of each of the lots which are contiguous to the roadways to the south (Chinden Boulevard) and to the east (Locust Grove Road) of the subdivision. Within the area of said easement, it shall be the responsibility of the Association to design, install, maintain, and replace all landscaping in order to maintain the appearance of the subdivision from those roadways. The Owners of the Lots which are subject to this easement may also utilize the property subject to this easement so long as said use shall not have an adverse impact upon such landscaping. However, in no event shall said Owners place or construct any building, fence, or other personal property within the area of said easement. In addition, subject to the provisions of Article V, Section 14, below, the Association may

also install one or more signs identifying the subdivision within the area of the Periphery Landscape Easement.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Every 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.

Section 2. The Association shall have two (2) classes of voting membership:

Class A: The Class A members shall be all Owners, with the exception of the Declarant, during the period when the Declarant is a Class B member. After the Class B membership converts to Class A memberships, each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised by the vote of the majority in interests of those holding interests in such jointly owned Lot, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: The sole Class B member shall be the Declarant or the Declarant's successor or assign. The Class B membership shall cease and be automatically converted to an appropriate number of Class A memberships (one Class A membership for each Lot owned) when the Declarant owns ten percent (10%) or less of all of the Lots which are part of the Property. Until that time, all Association matters shall be governed by the vote of the Class B member.

Section 3. Until Declarant owns ten percent (10%) or less of all of the Lots which are part of the Property, only the Class B member shall be entitled to vote on Association matters. After Declarant no longer owns ten percent (10%) of such Lots, all Class A members (including Class A memberships resulting from the conversion of the Class B membership) shall be entitled to vote on Association matters.

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ARTICLE VII

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, and each Owner of any Lot by acceptance hereafter of a deed therefor, hereby covenants, and agrees to pay to the Association:

- (a) Annual assessments or charges (in such monthly or other installments as may be decided by the Directors of the Association);
- (b) Special assessments for capital improvements; and
- (c) Such assessments shall be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs of collection, and reasonable attorneys' fees incurred in collection shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Although the personal obligation for delinquent assessments shall not pass to an Owner's successors in title, all unpaid assessments shall constitute a continuing lien against the Lot until paid regardless of when the lien was created unless the new Owner obtained a certificate pursuant to Section 7 of this Article VII prior to taking title to said Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, welfare, and economic well-being of the residents of the Project and for the improvement, operation, and maintenance of the Common Facilities.

Section 3. Maximum Annual Assessment. Until the first of January of the year immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment shall be \$50.00 per month per Lot. The annual assessments shall be made payable on a monthly basis unless the Board of Directors of the Association elects to cause such assessments to be payable on some other basis. Increases in the amount of the annual assessment shall be limited as follows:

- (a) Each year, beginning with the calendar year beginning on the first day of January of the year

immediately following the year in which the conveyance of the first Lot to an Owner occurs, the maximum annual assessment may be increased by action of the Board of Directors of the Association without a vote of the membership, by an amount of not more than the greater of fifteen percent (15%) or an amount equal to the percentage of any increase in the Consumers Price Index for All Urban Areas during the prior year;

- (b) For the calendar year beginning January 1 immediately following the year in which the conveyance of the first Lot to an Owner occurs, or any subsequent year, the maximum annual assessment may be increased more than the above-described amount only by an affirmative vote of two-thirds (2/3) of the votes of that class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any calendar year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Facilities, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the class of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Authorized Action.

Written notice of any meeting called for the purpose of taxing any action authorized under Sections 3(b) or 4 of this Article VII shall be sent to all members not less than ten (10) days, nor more than fifty (50) days, in advance of the meeting. At such meeting the presence of members in person or by written proxy entitled to cast fifty-one percent (51%) of all the votes of the voting class of membership shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than five (5) days nor more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by the presence in person or by written proxy of twenty-five percent (25%) of the voting class of membership.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that assessments for Lots which have not been improved with a dwelling unit or out-buildings shall be assessed at one-half (1/2) of the assessment for Lots which have been improved with a dwelling unit or out-building when such structure is either occupied or substantially completed.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the initial conveyance of that Lot by Declarant to a purchaser. The first annual assessment shall be adjusted (pro rata) according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period; provided, however, that in the event of an assessment proposed in excess of the authority of the Board of Directors, the amount of such assessment in excess of the Board's authority shall not be effective until membership approval. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Director. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum or at such other interest rate as may be established annually by the Board of Directors. 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. Nonetheless, the Association may file an Affidavit of Lien evidencing such lien thirty (30) days after the due date of the assessment. The priority of such lien shall relate back to the date the assessment was first due. The recordation of this Declaration shall constitute constructive notice of such priority date. The Association may bring an action at law against the Owner personally obligated to pay the same, or it may foreclose the assessment lien against the Property in the same manner as provided by law as to statutory mechanics and materialmen's liens. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or by the abandonment of his or her Lot.

Section 9. Subordination of the Lien to Deed of Trusts or Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior deed of trust or mortgage against the Lot. The sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. In order to protect the quality and value of all homes built in the Project and for the continued protection of the Owners thereof, an Architectural Control Committee, consisting of two (2) or more members to be appointed by the Declarant is hereby established. At such time as the number of Lots owned by Declarant totals ten percent (10%) or less of the total number of platted Lots, then the membership of the Architectural Control Committee shall be appointed by the Board of Directors of the Association, to succeed the prior committee membership upon such appointment.

Section 2. Approval by Committee. No building, fence, wall, patio cover, window awning, or other structure shall be commenced, erected, or maintained upon any Lot, or other properties within the Project, nor shall any exterior addition to, or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, location of the same, and such other details as the Architectural Control Committee may require (including but not limited to any electrical, heating, cooling, sewage, or waste disposal systems) shall have been submitted to and approved in writing by the Architectural Control Committee. In the event said Committee fails to approve or disapprove in writing such plans, specifications, and location within thirty (30) days after said plans and specifications have been submitted to it in such form as may be required by the Committee, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 3. Rules and Regulations. The Architectural Control Committee is hereby empowered to adopt rules to govern its procedures, including such rules as the Committee may deem 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 Architectural Control Committee is further empowered to adopt such regulations with regard to matters subject to the Committee's approval, including matters of design, materials, and aesthetic interest, as it shall deem appropriate and consistent with this Declaration. Such rules,

after adoption, shall be of the same force and effect as if set forth in full herein.

Section 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 shall be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Committee for the costs, if any, of professional review of submittals.

Section 5. Certification by Secretary. The records of the Secretary of the Association shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of approval, completion, or compliance by the Secretary of the Association showing that the plans and specifications for the improvement or other matters therein provided for have been approved and/or that said improvements have been made in accordance therewith shall be inclusive evidence that shall fully justify and protect any title company certifying, guaranteeing, or insuring title to said property, or any portion thereof or any lien thereon and/or any interest therein as to any matters referred to in said certificate, and shall fully protect any purchaser or encumbrancer from any related action or suit under this Declaration.

ARTICLE IX

ENFORCEMENT

Section 1. Persons Entitled to Enforce. The provisions of this Declaration may be enforced by any of the following persons or entities in accordance with the procedures outlined herein:

- (a) The Association;
- (b) The Declarant;
- (c) The Owner or Owners of any Lot adversely affected, but only after demand made upon the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any unpaid assessment or lien herein.

Section 2. Methods of Enforcement. Subject to the provisions of Section 3 of this Article, the following methods of enforcement may be utilized:

- (a) Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, or cancellation of any contracts of an executory nature; and/or
- (b) Monetary penalties and temporary suspension from Association membership rights and privileges, in accordance with the Bylaws of the Association, provided that, except for late charges, interest, and other penalties for failure to pay as due the assessments levied by the Association as provided in this Declaration, no discipline or sanction shall be effective against a member unless:
 - (i) The member is given fifteen (15) days written notice of the proposed disciplinary action 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 registered 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 the hearing, which shall not be less than fifteen (15) days before the effective date of the proposed penalty, termination, or suspension;
 - (ii) The hearing shall be conducted by a committee composed of not less than three (3) persons, appointed by the President of the Association, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding discipline until the conclusion of the meeting; and
 - (iii) Any member challenging the disciplinary measures taken by the Board, including any claim alleging defective notice, must commence Court action within one (1) year after the date of the contested disciplinary measure taken by the Board.

Section 3. Limitation on Enforcement. All methods of enforcement and discipline authorized by this Declaration are limited as follows:

- (a) The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and

enjoyment of his or her Lot on account of the failure of the Owner to comply with the provisions of this 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 annual or special assessments duly levied by the Association; and

- (b) A monetary penalty imposed by the Association as a disciplinary 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 Facilities for which the member was allegedly responsible, or in bringing the member and his or her Lot into compliance with this Declaration, may be treated as an assessment which may become a lien against the members' Lot, enforceable by a sale of the interest. This provision applies 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 attorneys' fees) in its efforts to collect delinquent assessments.

Section 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 decree from any Court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorneys' fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his, her, or its judgment or decree against the party in violation hereof.

Section 5. Non-Liability for Enforcement or for Non-Enforcement. Neither the Architectural Control Committee nor the Association shall be liable to any person under any of these covenants for failure to enforce any of them, for personal injury, loss of life, damage to property, economic detriment, or for any other loss caused either by their enforcement or non-enforcement. Failure to enforce any of the covenants contained herein shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE X

GENERAL PROVISIONS

Section 1. Severability. The invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect to the maximum extent possible.

Section 2. Term; Extension. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a document terminating the covenants and restrictions of this Declaration, signed by seventy-five percent (75%) of all Owners, duly acknowledged as to each executing Owner, is recorded in the official records of Ada County, Idaho.

Section 3. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed and acknowledged by the Owners of not less than ninety percent (90%) of the Lots subject to this Declaration and thereafter by an instrument signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 28th day of March, 1997.

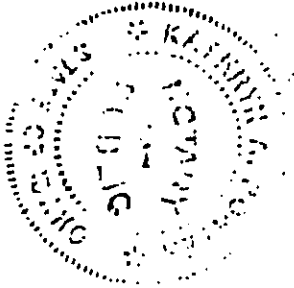
Peter A. Wierenga
PETER A. WIERENGA, Declarant

4071A-01.F03

STATE OF IDAHO)
) ss.
County of Ada)

On the 28th day of March, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter A. Wieranga, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal this day and year in this certificate first above-written.



Kathleen A. Porter
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 5/1/2002

EXHIBIT "A"

The Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING the following described 3 Parcels:

PARCEL I

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence
North 0 degrees 14'41" East along the center line of North Locust Grove Road and the section line common to said Sections 19 and 20 a distance of 1,320.00 feet to a railroad spike; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a railroad spike; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

PARCEL II

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

EXHIBIT "A" - 1.

North 0 degrees 14'41" East long the center line of North Locust Grove Road and the section line common to said Sections 19 and 20, a distance of 1,020.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

PARCEL III

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29, and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence
North 0 degrees 14'41" East along the center line of North Locust Grove Road and the section line common to said Sections 19 and 20, a distance of 720.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.0 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A" - 2.

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence

North 9 degrees 14'41" East along the center line of North Locust Grove Road, and the section line common to said Sections 19 and 20, a distance of 1,020.00 feet to a point; thence

North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing

North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence

South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence

South 89 degrees 45'52" East a distance of 701.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing

South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence

North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence

North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A" - 3.

EXHIBIT "B"

MAINTENANCE SCHEDULE Residential Alternative Septic System

Project: Spyglass subdivision -- Eagle, Idaho
Community Septic System

Date: August 26, 1996

The objective of the maintenance schedule is to provide the owner or owners maintenance personnel with guidelines to prolonging the life of the septic system and its components. Variations in the schedule may be appropriate based on the systems performance and utilization.

1. Septic Tank - Pump septic tank every year. Recommend the owner establish a working relationship with one of the many pumping companies to conduct this work annually on an automatic basis. In addition to pumping the tank I recommend the pumping company representative conduct the following items:
 - a. Measure and record the percentage of solids in the form of depth in the first chamber.
 - b. Check inlet and outlet baffles to be sure they are sound and functional.
 - c. Check pump vault screen and clean if necessary.
2. Pumping Chambers - Check the following items on a monthly basis:
 - a. Check pump screen monthly and clean if required.
3. Controls - Check the following items on a monthly basis:
 - a. Alarms - Make sure alarms function when the water level in the chamber goes below the low water shut-off point and when water levels exceed the high water alarm. Change bulb in the alarm light if burned-out.

- b. Pump on and off switches - Test the switches to see if they work.
 - c. Clean the control box if infested with insects.
4. Absorption Bed - Check the following items on a monthly basis:
- a. Walk around the bed to observe any leakage of effluent from the base or sides of the mound.
 - b. Check to see that vent and monitoring pipes are functional. Check depth of water in bed. If standing water is found, shut-off the pump for a couple hours and check the water depth again. It should recede to minimal depth.

EXHIBIT "B" - 2.

DESCRIPTION FOR
SPYGLASS SUBDIVISION

July 7, 1995

A parcel of land lying in the SE 1/4 of the SE 1/4 of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 19, 20, 29 and 30, T.4N., R.1E., B.M., thence N 00°14'26" E 39.77 feet along the east line of the SE 1/4 of the SE 1/4 of Section 19 to a point on the northerly right of way line of Chinden Boulevard (U.S. Highway 20 & 26), said point being on a curve and the **Real Point of Beginning** of this description;

Thence northwesterly along said northerly right of way line along a curve to the left 125.07 feet, having a radius of 34,417.48 feet, a central angle of 00°12'30", tangents of 62.54 feet and a chord which bears N 89°45'20" W 125.07 feet to a point;

Thence N 89°51'35" W 1191.92 feet along said northerly right of way line and parallel with the south line of the SE 1/4 of the SE 1/4 to a point on the west line of the SE 1/4 of the SE 1/4;

Thence N 00°12'39" E 1281.90 feet to the northwest corner of the SE 1/4 of the SE 1/4;

Thence S 89°46'36" E 591.65 feet along the north line of the SE 1/4 of the SE 1/4 to a point;

Thence S 00°14'26" W 300.00 feet parallel with the east line of the SE 1/4 of the SE 1/4 to a point;

Thence S 89°46'36" E 726.00 feet parallel with the north line of the SE 1/4 of the SE 1/4 to a point on the east line of the SE 1/4 of the SE 1/4;

Thence S 00°14'26" W 980.22 feet along the east line of the SE 1/4 of the SE 1/4 to the **Real Point of Beginning** of this description.

Said parcel of land contains 33.74 acres, more or less.

Michael E. Marks, L.S. - No. 4996



ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=40 BONNIE OBERBILLIG
NEAL COLBORN PLLC

2019-101281
10/17/2019 08:59 AM
AMOUNT \$127.00



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AMENDED DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SPYGLASS SUBDIVISION

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SPYGLASS SUBDIVISION**

WHEREAS there has been recorded by Peter A. Wierenga, as Declarant, a Declaration of Covenants, Conditions, and Restrictions for Spyglass Subdivision, dated March 28, 1997, recorded April 2, 1997, as Instrument No. 97025534, records of Ada County, Idaho (“Original Declaration”);

WHEREAS, Article X, Section 3 of the Original Declaration allows for amendment of the Original Declaration, in whole or in part, after the first twenty (20) year term from the date the Original Declaration was recorded, by an instrument in writing, signed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots subject to the Original Declaration;

WHEREAS, the Owners of not less than seventy-five percent of the Lots subject to the Original Declaration have agreed in writing, signed and acknowledged by said Owners, to amend the Original Declaration in whole as hereafter provided;

NOW, THEREFORE, pursuant to Article X, Section 3 of the Original Declaration, the Original Declaration is amended in whole as follows:

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SPYGLASS SUBDIVISION (“Declaration”) is made effective as of October 17th 2019, pursuant to the affirmative vote of not less than seventy-five percent (75%) of the Lots subject to the Original Declaration as of that date. All capitalized terms not otherwise defined in the text hereof are defined in Article 1.

RECITALS

The property subject to this Declaration includes, but is not limited to, the property legally described on Exhibit A attached hereto and made a part hereof by this reference (“Spyglass Subdivision”).

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions, and equitable servitudes (collectively “Restrictions”) that apply to the Property. The Restrictions are designed to preserve the Property’s value, desirability, and attractiveness, to ensure a well integrated high-quality development, and to

guarantee adequate maintenance of the Common Area and Common Facilities, in a cost effective and administratively efficient manner.

DECLARATION

The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, 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:

A. shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof;

B. shall inure to the benefit of every lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon each Owner, and such Owner's respective successors in interest, and may be enforced by any Owner, or such Owner's successors in interest, or by the Association as hereinafter described.

ARTICLE I

DEFINITIONS

1.1 "Architectural Committee." Architectural Committee shall mean the committee created by the Association pursuant to Article IX hereof.

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

1.3 "Assessments." Assessments shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments of the Association as further defined in this Declaration.

1.4 "Association." Association shall mean the Idaho non-profit corporation, entitled "Spyglass Subdivision Homeowners Association, Inc.", or any successor or assign of the same, established to exercise the powers and to carry out the duties set forth in this Declaration or any Supplemental Declaration.

1.5 "Association Rules." Association Rules shall mean those rules and regulations promulgated by an Association governing conduct upon and use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association.

1.6 "Board." Board shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

1.7 “Bylaws.” Bylaws shall mean the Bylaws of the Association.

1.8 “Common Area.” Common Area shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and waterways. The Common Area may include easement and/or license rights.

1.9 “Common Facilities” Common Facilities shall mean and refer to those physical improvements constructed by Declarant or the Association upon the utility or landscape easements over each Lot, including landscaping, street lights, the community septic system (from the common dosing and overflow tank on to the drainage fields) and/or the irrigation water system placed thereon.

1.10 “Declaration.” Declaration shall mean this Declaration as it may be amended from time to time.

1.11 “Improvement.” Improvement shall mean 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 buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

1.12 “Limited Assessment.” Limited Assessment shall mean a charge against a particular Owner and such Owner’s Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action or maintenance, repair, replacement and operation activities performed pursuant to the provisions of this Declaration or any Supplemental Declaration, including, without limitation, damage to or maintenance, repair, replacement and operation activities performed for any Common Area, Common Facilities or the failure of an Owner to keep the Owner’s Lot in proper repair, including interest thereon as provided in this Declaration or a Supplemental Declaration or for any goods or services provided by the Association benefiting less than all Owners.

1.13 “Lot.” Lot shall mean one or more lots within the Property shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

1.14 “Owner.” Owner shall mean the person or other legal entity, holding fee simple interest of record to a Lot which is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.15 “Person.” Person shall mean any individual, partnership, corporation, or other legal entity.

1.16 “Periphery Landscape Easement.” Periphery Landscape Easement shall mean the Association’s easement (as indicated on the Subdivision Plat map) over, and in order to maintain

landscaping at the rear of, each of the Lots which are contiguous to the roadways to the south (Chinden Boulevard) and to the east (Locust Grove Road) of the Subdivision.

1.17 "Plat." Plat shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereof.

1.18 "Property." Property shall mean the real property described in Exhibit A, including each Lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property, which are brought within the jurisdiction hereof by Supplemental Declaration or otherwise. The Property also may include such additional property, in addition to that described in Exhibit A, as may be annexed by means of Supplemental Declaration as provided herein.

1.19 "Regular Assessment." Regular Assessment shall mean the portion of the cost of maintaining, improving, repairing, managing, and operating the Common Area, Common Facilities and all Improvements located thereon, and the other costs of the Association which is to be levied against the Building Lot of and paid by each Owner to the Association, pursuant to the terms of this Declaration or a Supplemental Declaration.

1.20 "Special Assessment." Special Assessment shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments which are authorized and to be paid by each Owner to the Association, pursuant to the provisions of this Declaration or a Supplemental Declaration.

1.21 "Spyglass Subdivision." Spyclass Subdivision shall mean the Property.

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

1.23 "Subdivision." Subdivision shall mean the Spyclass Subdivision.

ARTICLE II

SPYGLASS SUBDIVISION HOMEOWNERS ASSOCIATION

2.1 Organization of Spyclass Subdivision Homeowners Association. Spyclass Subdivision Homeowners Association ("Association") shall be initially organized as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which may be adopted pertaining to the Subdivision.

2.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a member of the Association and no Owner shall have more

than one membership in the Association. Memberships in the Association shall be appurtenant to the Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

2.3 Voting. For voting purposes, each Owner shall be entitled to cast one (1) vote for each Lot owned by such Owner on the day of the vote.

Fractional votes shall not be allowed. If the Owner of a Lot shall be more than one (1) Person, all such Persons shall be deemed Members, but the voting rights in the Association attributable to that Lot may not be split and shall be exercised by one representative selected by such Persons as they, among themselves, may determine. In the event that such joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they 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 Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the 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 lessee, mortgagee, beneficiary, or contract purchaser of the Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

2.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a 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.

2.5 Power and Duties of the Association.

2.5.1 Powers. The Association shall have all the powers of a 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 Articles, the Bylaws, and this 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 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, Common Facilities and the Association's other assets and affairs and the performance of the other responsibilities herein assigned, including without limitation:

2.5.2 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.

2.5.3 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 Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

2.5.4 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. All contracts for management of any Common Area and/or Common Facilities shall be for a term not exceeding one (1) year.

2.5.5 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 Areas and Common Facilities, including, but not limited to, the use of private streets by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the 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. 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 this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

2.5.6 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by and at the expense of the Association.

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

Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services, public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities; and

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

The right to grant such licenses, easements, and rights-of-way is hereby expressly reserved to the Association.

2.5.8 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

2.5.9 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:

2.5.10 Operation and Maintenance of the Common Area and Common Facilities. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area and Common Facilities, including the repair and replacement of property damaged or destroyed by casualty loss. Specifically, the Association shall, operate and maintain all properties owned by the Association which are designated for temporary or permanent use by members of the Association. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Additionally, the Association may, in its discretion, limit or restrict the use of the Common Area to the Owners residing in the Subdivision.

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

2.5.12 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area, Common Facilities 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.

2.5.13 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area and Common Facilities, and manage for the benefit of the Property all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or

otherwise. The Association shall maintain, repair, and operate the Common Area and the Common Facilities located on the Property.

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

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

Comprehensive public liability insurance insuring the Board, the Association, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or use of the Common Area and Common Facilities. Limits of liability of such coverage shall be as follows or in such greater amounts as the Association deems reasonable:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

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

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

2.5.16 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

2.5.17 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 the Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

2.5.18 Private Streets, Signs, and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private street lights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the City of Eagle consents to such waiver.

2.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, or the Architectural Committee, or any other committee, or any owner of the Association, 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.

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

A pro forma operating statement or budget for each fiscal year shall be distributed within ninety (90) days after the close of the preceding fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

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

2.8 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Facilities, subject to such reasonable rules and regulations covering the use and access to such facilities as may be adopted by the Association. Said rights and easements shall be appurtenant to ensure pass with the title to every Lot, subject to the following provisions:

(a) The Association shall have the right to charge reasonable fees for the use of any Common Area and/or Common Facilities;

(b) The Association shall have the right to suspend the voting rights and the rights to use the Common Area and/or Common Facilities of any Owner for any period during which any assessment against the Owner's Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(c) The Association shall have the right to dedicate or transfer over any part of the Common Area and/or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of members of the Association has been recorded.

3.2 Declaration of Use. Any Owner may delegate his right to the enjoyment of the Common Area and/or Common Facilities to the members of his or her family, or to the contract purchasers of his or her Lot, provided such designees reside on the Property and agree to be bound by the rules and regulations of the Association.

3.3 Parking Rights. Subject to the provisions of this Declaration, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is part of the Owner's home. No more than two vehicles may be parked in the driveway of any Owner's home at one time. Boats, trailers, recreational vehicles, campers, and similar vehicles may only be located on any Owner's Lot if they are screened from view from the public street in a manner which has previously been approved in writing by the Architectural Control Committee. No vehicle shall be parked on any street within the subdivision for longer than 12 hours in any 24 hour period.

ARTICLE IV

USE AND BUILDING RESTRICTIONS

4.1 Building Restrictions. Each Lot shall be restricted to one single family dwelling together with usual and appropriate out-buildings. A guest house or guest quarters will be allowed, subject to Architectural Control Committee approval, so long as it is not occupied continuously in excess of one (1) week by anyone other than immediate family members of the Owner without prior written approval of the Board. Under no circumstances shall any Lot, or improvement (including, but not limited to, dwellings, structures or garages) thereon, be rented. No structure shall be erected upon any Lot which exceed two (2) stories in height. All buildings shall be of frame, stucco, brick, or stone, shall be finished, painted, and kept in good repair. The materials utilized shall be consistently used on all sides of each structure. No facades shall be permitted. The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control pursuant to this Article IV and Article IX hereof. All approved outbuildings shall utilize styles and materials consistent with the

primary residence on the Lot. Roofing materials shall consist of shingles, tile, architectural grade asphalt shingles (minimum of 30 year rating). No metal roofs shall be permitted except for metal valleys used with other approved materials.

4.2 Minimum Building Size. Each single family dwelling structure erected upon a Lot shall satisfy the minimum floor area requirements of the Architectural Committee established in accordance with the provisions of Article IX hereof, provided, however, that in no event shall the required floor area of any single level home be less than 2,400 square feet of floor area, nor shall any two-story home have less than 3,000 square feet (with a minimum of 1,800 square feet on the ground floor) of floor area, exclusive of garages, patios, breezeways, out-buildings, porches, and similar structures.

4.3 Building Location. Unless otherwise specifically approved in writing by the Architectural Committee, no dwelling, structure, or garage or any part thereof, or any other structure (exclusive of fences and other similar structures) shall be placed nearer than forty (40) feet to the front or to the rear Lot line of the Lot on which it is located, or nearer than twenty (20) feet to any side Lot line of the Lot on which it is located. No structure used or to be used for sheltering animals shall be utilized without Architectural Committee approval, nor shall any such structure be placed nearer than forty (40) feet to any Lot line. For the purposes of this section, eaves, steps, chimneys, and gutters shall not be considered as a part of the building. Open porches shall not be considered as a part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Committee.

4.4 Building site. A building site shall consist of at least one (one) Lot or a parcel composed of more than one Lot.

4.5 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage.

4.6 Mailboxes. All replacement mailboxes and stands will be of consistent design, material, and coloration and shall be located on or adjoining Lot lines at places designated by the Architectural Committee.

4.7 Lighting. Exterior lighting, including flood lighting, shall be part of the architectural concept of the Improvements on a Lot. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall be avoided.

4.8 Antennae. All exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be screened by a fence, landscaping or similar structures in accordance with the Architectural Committee guidelines, except that screening shall not be required where it would unreasonably delay installation or unreasonably increase the cost of installation, maintenance or use of the antennae, or preclude the reception of an acceptable quality signal. No antennae may be installed prior to construction of a residential improvement upon a Lot.

4.9 Flag Poles. A single flag pole, between the front lot line and front plane of the dwelling, may be installed and maintained on each Lot. The size, configuration, style and finish of such flag pole shall be subject to architectural and aesthetic control pursuant to this Article IV and Article IX hereof. No flag pole may be installed prior to approval of the same by the Architectural Committee.

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

4.11 No Further Subdivision. No Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.12 Moving of buildings; construction of outbuildings. No buildings or structures shall be moved onto the Property except a new pre-fabricated structure of a type in design approved by the Architectural Committee. No travel trailer or similar mobile unit design for overnight accommodation shall be parked in any street or within any Lot's building setback lines. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a building site prior to the construction of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the construction of a permanent dwelling. The design of all structures, whether temporary or permanent, must be approved by the Architectural Committee.

4.13 Prosecution of construction work. The construction of all dwellings and associated structures shall be prosecuted diligently and continuously from the time of the commencement thereof until such dwelling or associated structure is fully completed and painted. All structures should be completed as to external appearance, including finish painting, within nine (9) months from the date of the commencement of construction, unless prevented by causes beyond the control of the Owner or builder and then only for such an extended time as that cause continues. In addition, construction of a residence on any Lot must be undertaken by the Owner within one (one) year after the acquisition of the Lot from the Declarant, unless a written extension is approved by the Architectural Committee.

4.14 Oil and mining operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in a Lot nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.15 Excavation. No excavation for stone, sand, gravel, earth, or minerals shall be made upon a Lot unless such excavation is necessary in connection with the construction of an approved structure thereon or in connection with the making of other improvements thereon which improvements have been approved by the Architectural Committee.

4.16 Unsightly structures or practices. No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, all unsightly facilities, equipment, or structures shall be enclosed within approved structures or appropriately screened from view. All refuse, garbage, and trash shall be kept at all times in covered, reasonably noiseless containers, which containers shall be kept and maintained within an enclosed structure or in an area appropriately screened from view except when necessarily placed for pick up by garbage removal services. Storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrubs or tree clippings or scrap, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot.

4.17 Vehicle and equipment parking. No campers, recreational vehicles, trailers, boats, motorcycles, snowmobiles, snow removal equipment, golf carts, or similar equipment or vehicles, except those owned and/or leased by the Lot owner for the personal use of the Lot owner and or his family upon the Lot, shall be kept or stored upon a Lot. Such vehicles or equipment shall not be parked on any street, nor shall they be parked or stored in the area between the front plane of the dwelling unit on any Lot and the street, nor shall they be parked or stored within any building setback area. Such vehicles or equipment as are permitted hereunder shall be appropriately screened from the street view in an enclosure previously approved in writing by the Architectural Committee. No working or commercial vehicle larger than 3/4 ton, and no inoperable cars, shall be parked upon a Lot except inside Owner's garage.

4.18 Material storage. No building material of any kind shall be placed or stored upon a building site until the Lot owner or his builder is ready and able to commence construction and then such material shall be placed within the property setback lines of the building site upon which the structure is to be erected. The Architectural Committee and or the association (through its agents) shall have the right to enter upon any vacant building site for the purpose of burning or removing weeds, brush, growth, or refuse.

4.19 Fences; Hedges.

4.19.1 Except as is otherwise approved in writing by the Architectural Committee, no fence, hedge, or boundary well situated anywhere upon any Lot shall have a height greater than four (4) feet, or such other lesser heights as the Architectural Committee may specify, above the finished graded surface of the ground upon which such fence, hedge, or wall is situated. Except as may be specifically approved by the Architectural Committee, back fences may be up to six (6) feet above the finished graded surface of the ground upon which such fence is situated and may be of solid construction; all other fencing must consist of wrought iron or white vinyl three (3) rail fencing. Except upon the approval of the Architectural Committee, no fence shall be constructed so as to extend toward the front of the Lot past the front plane of the dwelling structure constructed thereon, or closer than ten (10) feet to any Lot line adjacent to a dedicated street on a corner Lot. No fence, wall, hedge, or shrub planting with an elevation above four (4) feet shall be permitted outside of building setback requirements without the consent of the Architectural Committee. No fence, wall, hedge, or shrub planting which obstructs sight lines at an elevation between three (3) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a

line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

4.19.2. Unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines, no tree shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No deep-rooted trees shall be permitted within the easement provided for sewage treatment, which easement are indicated on the face of the plat.

4.20 Nuisances. No portion of any Lot or any structure thereon shall be used for the conduct of any trade or business or professional activities. Notwithstanding the foregoing, any Owner may perform such business or employment-related activities within his or her home so long as no evidence of such activities is visible from outside of said Owner's Lot and provided traffic within the subdivision is not thereby increased; and then the same shall only be allowed if the dwelling located thereon is used primarily and the majority of the floor space of the dwelling thereof as a residence. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the property or to its occupants, or to any other property in the vicinity there of or to its occupants. No noise or other nuisance, as described in the Eagle City Code, as amended from time to time, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. 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 which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the property without the prior written approval of the Association.

4.21 Signs. No sign of any kind shall be displayed to the public view on any capital Lot except one (1) sign of not more than ten (10) square feet advertising the Lot for sale or a sign of the same size used by a builder to advertise the Lot during the construction and sales period. The Association may maintain one (1) or more subdivision identification signs and appropriate informational signs upon the Periphery Landscape Easement, such signs to be of a size and design approved by the Architectural Committee. No other signs shall be placed or maintained upon the Periphery Landscape Easement.

4.22 Animals. Unless further restricted by applicable law or ordinance, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs (no more than four (4)), cats (no more than four (4)), chickens (up to six (6) hens maximum; no roosters) horses, llamas, or other household pets may be kept, provided that such animals are not kept, bred, or maintained for any commercial purpose and the presence of such animals does not

constitute a nuisance. No more than two (2) horses, two (2) llamas, or one (1) horse and one (1) llama may be kept or maintained on any Lot. All livestock and pets shall be kept fenced and enclosed upon the property of the owner thereof, and in no case shall the keeping of the same become a nuisance, unsanitary or offensive in any manner. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Any such animals shall be properly restrained and controlled at any time that they are within the Property whether or not outside the boundaries of the Owner's Lot. It shall be the obligation of each Owner to control his or her animals in accordance with the rules and regulations of the association. Such Owner shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such Owner. The construction of dog runs or other pet enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. In the event an Owner constructs or maintains a kennel upon his or her Lot, such kennel shall be located on the Lot in a manner to avoid any endangerment of, or nuisance to, adjacent Lots and/or Lot Owners.

4.23 Exterior Maintenance.

4.23.1 Owner's Obligations. The Association shall provide maintenance to the Common Area and/or Common Facilities and the improvements thereon. In the event the need for maintenance or repairs is caused through the willful or negligent act of an Owner, or his or her family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such Owner's Lot is subject. Each Owner shall be responsible for maintaining and keeping in good order and repair Improvements located on Owner's Lot including the exterior of his or her dwelling and any private decks, fences, courtyards, landscaping and lawn contiguous to his or her dwelling. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or damages property or facilities on or adjoining their Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article 8 of this Declaration. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the applicable Association fails to exercise its rights within a reasonable time following written notice by such Owner. In the event of damage to, or the destruction of, a dwelling by fire or other casualty, the Owner must complete repair and or replacement of the dwelling within one year of said damage or destruction.

4.23.2 Sewage Treatment System Maintenance. Maintenance of sewage treatment systems shall conform, in general, with the program set forth in Exhibit B to this Declaration. Each Owner shall be responsible for maintaining his or her system from their house to the septic tank along with their pipes to the Common Facilities. Common facilities include the lift tank, lift system within and the drain field.

4.24 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the applicable Architectural Committee. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Lot in the Property.

4.25 Grading. The Owner of any Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Eagle City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, or devices which are not the responsibility of the Ada County Highway District, the Association, or other public agency, and plantings and ground cover installed or completed thereon. Such requirements shall be subject to Regular, Special, and Limited Assessments provided herein, as may be applicable.

4.26 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board of the Association and all governmental authorities having jurisdiction.

4.27 No Hazardous Activities. No activities shall be conducted on the Property, and improvements constructed on any property which are or might be unsafe or hazardous to any person or property.

4.28 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the applicable Architectural Committee. This paragraph shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.29 Landscaping. Prior to the beginning of construction of the dwelling house upon any Lot and/or significant modification of existing landscaping, the Owner or his or her agent shall submit a landscaping plan to the Architectural Committee for approval. Each Lot shall be improved prior to the occupancy of the dwelling structure or within forty-five (45) days thereafter with the landscaping specified in the plan approved by the Architectural Committee. If weather does not reasonably permit the immediate landscaping of the Lot, such landscaping may be delayed until weather permits the landscaping to proceed. In that event, the landscaping shall be completed within forty-five (45) days thereafter. Prior to construction of Improvements, the

Owner shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Lot lines shall be the joint responsibility of the adjoining Lot Owners. Following commencement of any construction of any Improvement, construction shall be diligently pursued and completed as soon as reasonably practical. All landscaping on a Lot, unless otherwise specified by the applicable Architectural Committee, shall be completed as soon as reasonably practical following completion of the residential structure on such Lot.

4.30 Conveyances to and from Municipalities. The Board shall have the power to convey any portion of the Common Area in Spyglass Subdivision to the City of Eagle, the County of Ada, the State of Idaho, the United States of America, or any political subdivision thereof. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

ARTICLE V

RIGHTS TO COMMON AREAS AND COMMON FACILITIES

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

5.1.1 The right of the Association holding or controlling such Common Area and the Common Facilities to levy and increase Assessments for the maintenance, repair, management and operation of improvements on the Common Area including, but not limited to, the Common Facilities.

5.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, the Common Area recreational facilities, if any, (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner for any period during which any Assessment or charge against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules;

5.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area and/or Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be permitted by the Articles and the Bylaws and agreed to by the Members. No dedication or transfer of said Common Area and/or Common Facilities shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded;

5.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas and/or Common Facilities and which interfere with the intended use of such areas as private street, cul-de-sacs and walkways.

5.2 Designation of Common Area. The Common Area shall be designated and reserved as the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats, deeds, or other instruments, and/or as otherwise provided herein.

5.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Lot. Only the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by the Association.

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

ARTICLE VI

ASSESSMENTS

6.1 Covenant to Pay Assessments. By acceptance of a deed to any portion of the Property, each Owner of such property 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.

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

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

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

6.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by an Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair,

management, and operation of the Common Areas and/or Common Facilities, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area and/or Common Facilities, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

6.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. Initial Regular Assessment shall be \$1,250.00 per year per Lot. Thereafter, each year the maximum Regular Assessment may be increased by action of the Board of Directors of the Association without a vote of the membership, by an amount of not more than the the greater of fifteen percent (15%) or an amount equal to the percentage of any increase in the Consumers Price Index for All Urban Areas during the prior year. The maximum annual assessment amount may be increased more than the above-described amount only by an affirmative vote of fifty-one percent (51%) of the votes of members who are voting in person or by proxy at a meeting called for this purpose. The computation of Regular Assessments shall take place within ninety (90) days after the close of the preceding fiscal year.

6.3 Special Assessments.

6.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such expenses and levy a Special Assessment, for that year only, against the portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. 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 affirmative vote of fifty-one percent (51%) of the votes of Members who are voting in person or by proxy at a meeting called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

6.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Lot into compliance with the provisions of the governing instruments for the Property, or for otherwise providing any goods or services benefiting less than all Members or such Members' Lots.

6.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Lot for all Members of the Association.

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

6.7 Special Notice and Quorum Requirements. Written notice of any meeting called for the purpose of taxing any Regular or Special Assessment requiring a vote pursuant to this Article shall be sent to all Members not less than ten (10) days, nor more than fifty (50) days, in advance of such meeting. At such meeting, the presence of Members in person or by written proxy entitled to cast twenty-five percent (25%) of all the votes of the membership of the Association shall constitute a quorum. If the required quorum is not present, the meeting shall be adjourned and rescheduled for a time and place not less than five (5) days nor more than thirty (30) days subsequent. Written notice of the rescheduled meeting shall be mailed to all members not less than five (5) days in advance of the rescheduled meeting date. The required quorum at the subsequent meeting shall be satisfied by the presence in person or by written proxy of ten percent (10%) of the Members of the Association.

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

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

ARTICLE VII

ENFORCEMENT OF ASSESSMENT; LIENS

7.1 Right to Enforce

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

7.2 Assessment Liens.

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

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

7.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale 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 or foreclosure.

7.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Lot(s) and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

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

7.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE VIII

INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

8.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

8.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

8.2.2 Hours and days of the week when such an inspection may be made.

8.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article.

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

ARTICLE IX

ARCHITECTURAL COMMITTEE

9.1 Creation. The Board shall appoint three (3) individuals to serve on the Architectural Committee ("Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

9.2 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee.

9.2.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

9.2.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho,

as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals. Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

9.2.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

9.2.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within thirty (30) days after the date of filing said materials with the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

9.3 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

9.4 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

9.5 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred

by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

9.6 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

9.6.1 Upon the completion of any work for which approved plans are required by this Declaration, the Owner shall give written notice of completion to the Architectural Committee.

9.6.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

9.6.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon notice and hearing, as provided in the Bylaws, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

9.7 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor its duly authorized Architectural Committee representative, shall be liable to the Association, or to any Owner or Grantor for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

9.8 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the county Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

ARTICLE X

EASEMENTS

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

10.2 Easements of Access. All Owners of Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways. Such easements shall run with the land, and may be used by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Lot of Common Area.

10.3 Drainage and Utility Easements. Reserved to all Owners are reciprocal easements of access, ingress and egress for all Owners to and from their respective Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Lots, and Common Areas, resulting from the normal use of adjoining Lots or Common Areas, and for necessary maintenance and repair for any improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. In addition, the Association reserves the right to grant additional easements and rights-of-way over the Property,

as appropriate, to the Property until close of escrow for the sale of the last Lot in the property to a purchaser.

10.3.1 Improvement of Drainage and Utility Easement Areas. The owners of Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner of such Lot, Association or designated entity with regard to the Landscaping Easement described in this Article X, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Association and/or the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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

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

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

10.5 Driveway Easements. Whenever a driveway is installed within the Property which in whole or in part lies upon a Lot owned by an Owner other than the Owner of the Lot served by such driveway, or whenever a driveway is installed to serve more than one Lot, the Owner of each Lot served or to be served by such driveway shall be entitled to full use and enjoyment of such other Lot as required to service such Owner's Lot or to repair, replace, or maintain such driveway.

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

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

10.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes.

10.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Lot under plans and specifications approved by the Architectural Committee is located within five (5) feet of the lot line of such Lot, the Owner of such Lot is hereby granted an easement over and on the adjoining Lot (not to exceed five (5) feet from the Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

10.10 Sewer Covenants and Restrictions. All Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

10.10.1 A monthly sewer charge must be paid after connecting to the City of Eagle public sewer system, according to the ordinances and laws of the City of Eagle.

10.10.2 The Owner of the Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the City's sewage system.

10.10.3 The Association shall have the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

10.12 Specific Landscape Easement. The Association hereby reserves a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

ARTICLE XI

MISCELLANEOUS

11.1 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 Amended Declaration shall run with and bind the

land for a term of ten (10) years from the date this Amended Declaration is recorded. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior written approval of the City of Eagle and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

11.2 Amendment.

11.2.1 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article XI, any amendment 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 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.

11.2.2 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's property which existed prior to the said amendment.

11.2.3 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and it 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 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, as provided in this paragraph 11.2.3.

11.3 Enforcement and Non-Waiver.

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

11.3.2 Violations and Nuisances. The failure of any Owner of a Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action in the Association or any Owner of Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only the Association, the

Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

11.3.3 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 a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

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

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

11.4 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.

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

11.4.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 11.4.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

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

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

[Signature Page Follows]

The undersigned President and Secretary of the Association hereby affirm that this Declaration amendment has been approved by three-quarters of the Owners of the Lots covered by the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Association, has executed this Amended Declaration the day and year first above written.

**SPYGLASS SUBDIVISION
HOMEOWNERS ASSOCIATION INC.**

BY: _____
~~President~~
BOARD OF DIRECTORS

[Handwritten signatures]
Carol Uleman
Bryg Stan, Director
Del [unclear], Director

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

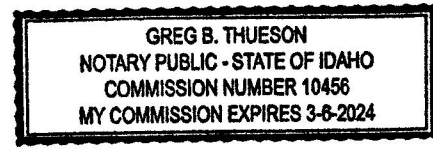
JOHN FEND

On the 4 day of SEPTEMBER, 2019, before me, the undersigned, a Notary Public in and for the state of Idaho, personally, appeared, CAROL ULEMAN, ~~President~~ BOARD MEMBER, known to me or identified to me as the ~~President~~ of Spyglass Subdivision Homeowners Association, Inc., the corporation whose name is subscribed the foregoing instrument, and acknowledged to me the he/she executed the same on behalf of said corporation.

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

[Handwritten signature]


Notary Public for Idaho.
Residing at Boise, Idaho.
My Commission expires: 3-6-2024



BY: _____
Secretary

On the 4 day of SEPTEMBER, 2019, before me, the undersigned, a Notary Public in and for the state of Idaho, personally, appeared, BETH STARR & DPK DW. STARR known to me or identified to me as the ~~Secretary~~ BETH STARR of Spyglass Subdivision Homeowners Association, Inc., the corporation whose name is subscribed the foregoing instrument, and acknowledged to me the he/she executed the same on behalf of said corporation.

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



Notary Public for Idaho.
Residing at Boise, Idaho.
My Commission expires: 3-6-2024

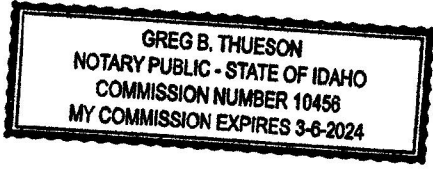


EXHIBIT A

Legal Description of the Property

EXHIBIT "A"

The Southeast Quarter of the Southeast Quarter of Section 19,
Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING the following described 3 Parcels:

PARCEL I

A tract of land situated in the Southeast Quarter of the Southeast
Quarter of Section 19, Township 4 North, Range 1 East, Boise
Meridian, Ada County, Idaho, more particularly described as
follows:

COMMENCING at a brass cap monumenting the corner common to Sections
19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian,
Ada County, Idaho; thence
North 0 degrees 14'41" East along the center line of North Locust
Grove Road and the section line common to said Sections
19 and 20 a distance of 1,320.00 feet to a railroad
spike; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel
pin on the Westerly right-of-way of North Locust Grove
Road, said pin being the REAL POINT OF BEGINNING; thence
continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel
pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel
pin; thence
South 89 degrees 45'52" East a distance of 701.00 feet to a steel
pin on the Westerly right-of-way of North Locust Grove
Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on
the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of
300.00 feet to a railroad spike; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL
POINT OF BEGINNING.

PARCEL II

A tract of land situated in the Southeast Quarter of the Southeast
Quarter of Section 19, Township 4 North, Range 1 East, Boise
Meridian, Ada County, Idaho, more particularly described as
follows:

COMMENCING at a brass cap monumenting the corner common to Sections
19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian,
Ada County, Idaho; thence

North 0 degrees 14'41" East long the center line of North Locust Grove Road and the section line common to said Sections 19 and 20, a distance of 1,020.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

PARCEL III

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29, and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence
North 0 degrees 14'41" East along the center line of North Locust Grove Road and the section line common to said Sections 19 and 20, a distance of 720.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.0 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A" - 2.

A tract of land situated in the Southeast Quarter of the Southeast Quarter of Section 19, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at a brass cap monumenting the corner common to Sections 19, 20, 29 and 30, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho; thence
North 9 degrees 14'41" East along the center line of North Locust Grove Road, and the section line common to said Sections 19 and 20, a distance of 1,020.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road, said pin being the REAL POINT OF BEGINNING; thence continuing
North 89 degrees 45'52" West a distance of 701.00 feet to a steel pin; thence
South 0 degrees 14'41" West a distance of 300.00 feet to a steel pin; thence
South 89 degrees 45'52" East a distance of 701.00 feet to a steel pin on the Westerly right-of-way of North Locust Grove Road; thence continuing
South 89 degrees 45'52" East a distance of 25.00 feet to a point on the Easterly section line of said Section 19; thence
North 0 degrees 14'41" East along said section line a distance of 300.00 feet to a point; thence
North 89 degrees 45'52" West a distance of 25.00 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A" - 3.

EXHIBIT B
Maintenance Schedule
Residential Alternative Septic System

EXHIBIT "B"
MAINTENANCE SCHEDULE
RESIDENTIAL ALTERNATIVE SEPTIC SYSTEM

The objective of the maintenance schedule is to provide each Lot Owner and/or Lot Owners' maintenance personnel with guidelines to prolong the life of the residential alternative septic system and its components. Variations in the schedule may be appropriate based on the systems performance and utilization.

1. Individual Septic Tank – pump septic tank every 3-4 years. The Spyglass HOA shall schedule and hire out the septic tank pumping. The cost of the pumping is born by the HOA and reflected in the annual HOA regular annual assessments. The HOA has a working relationship with one of the many pumping companies to conduct this work annually on a scheduled basis. The Owner of each individual Lot is responsible for ensuring the pumping company has access to the septic tank location and lid prior to their arrival to pump said tank. Under no circumstances shall the HOA be responsible to dig out the tank lids. The pumping company shall:
 - a. Measure and record the percentage of solids in the form of depth in the chamber.
 - b. Check inlet and outlet baffles to be sure they are sound and functional.
 - c. Check pump vault screen and clean if necessary.

HOA will immediately notify the owner if problems exist and/or remediation action is necessary.

2. Community Pumping Chambers – Dosing tanks, Overflow vaults, and leach fields.

HOA to check the following items on an annual basis:

- a. Check pump screen and clean as necessary.
 - b. Check control panels and pump operation. Test pump on-off switches. Make sure control panel alarms function when the water level in the dosing chamber goes below the low water shut-off point and when the water levels exceed the high-water alarm point. Change bulb in alarm light if burnt-out.
 - c. Clean the control boxes if infested with insects.
3. Absorption Beds – HOA to check the following items on an annual basis.
 - a. Walk around the bed to observe any leakage of effluent from the fields.
 - b. Check to see that vent and monitoring pipes are functional. Check depth of water in the beds. If standing water observed, shut off dosing tank pumps and determine cause, initiate repairs as necessary.

- c. Cleanout/blowout (pressurized) absorption field lines every other year and check for leaks. Ensure access ports are accessible.
- 4. Individual Lateral pipelines from individual septic tanks to the common facilities dosing tanks.

The lateral pipelines running from each Lot Owner's septic tank to the common facilities dosing tank is the exclusive responsibility of the individual Lot Owner should repairs be necessary. All Lots have existing easements for all parts of the Spyglass Residential Alternative Septic System. Owners must coordinate and work with adjoining Lot Owners when repairs are necessary to these lateral feeder pipelines as they do cross neighboring property. The HOA will mediate disputes if necessary, between neighboring Lot Owners. Damages to all impacted property will be repaired at the initiating Lot Owner's expense.