

WINSLOW SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WINSLOW DEVELOPMENT, LLC IS THE OWNER OF THE PROPERTY DESCRIBED AS FOLLOWS:

LOTS 3 AND 4 OF BROOKSIDE PLACE SUBDIVISION AS FILED IN BOOK 3 AT PAGE 136, RECORDS OF ADA COUNTY, LOCATED IN THE NE1/4 OF THE NW1/4 OF SECTION 11, T.3N, R.1E, B.M., BOISE, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW1/4 OF SAID SECTION 11; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 11, SOUTH 00°21'19" WEST, 662.96 FEET; THENCE LEAVING SAID NORTH-SOUTH CENTERLINE NORTH 89°27'09" WEST, 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH WILCOX STREET, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING (INITIAL POINT); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°21'19" WEST, 618.59 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 37°17'49" WEST, 24.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST IRVING STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°26'32" WEST, 614.15 FEET TO THE SOUTHEAST CORNER OF SOUTHAMPTON SUBDIVISION NO. 2 AS FILED IN BOOK 61 OF PLATS AT PAGE 8103, RECORDS OF ADA COUNTY; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE EAST BOUNDARY LINE OF SAID SOUTHAMPTON SUBDIVISION NO. 2, NORTH 00°27'52" EAST, 638.48 FEET TO THE NORTHEAST CORNER OF SAID SOUTHAMPTON SUBDIVISION NO. 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3, BROOKSIDE PLACE SUBDIVISION; THENCE SOUTH 89°27'09" EAST, 627.93 FEET ALONG THE NORTH BOUNDARY LINE OF SAID LOT 3 TO THE REAL POINT OF BEGINNING. CONTAINING 9.21 ACRES, MORE OR LESS.

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

Douglas R. McMaster
MANAGING MEMBER
WINSLOW DEVELOPMENT, LLC.

ACKNOWLEDGEMENT

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

ON THIS 19 DAY OF AUG, 1996, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DOUGLAS R. MCMASTER, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF WINSLOW DEVELOPMENT, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE PERSON WHO EXECUTED THIS INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

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

3-3-2000
MY BOND EXPIRES



James C. Me
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

CERTIFICATE OF THE COUNTY TREASURER

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

Dec 2, 1996
DATE

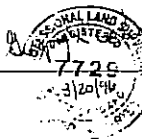


Barbara Brown
COUNTY TREASURER
By Karen Witt, Deputy Treasurer

CERTIFICATE OF SURVEYOR

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

GREGORY G. CARTER



IDAHO NO. 7729

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 17th DAY OF SEPTEMBER, 1996.

Harvey R. Baker
CHAIRMAN ADHD

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

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

Michelle R. EHS 8/28/96
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, ^{ACTING} CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

Ronald H. Redmond
CITY ENGINEER
ACTING
10/11/96

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 3rd DAY OF SEPTEMBER, 1996 THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Debra S. J.
CITY CLERK, BOISE, IDAHO
10/11/96

APPROVAL OF COUNTY SURVEYOR

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

COUNTY SURVEYOR



COUNTY RECORDER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Hubert Engle AT 07 MINUTES PAST 3 O'CLOCK P M., ON THIS 2nd DAY OF December, 1996 BOOK 73 OF PLATS AT PAGES 2474 AND 2475. INSTRUMENT NO. 9609903

David Navarro
DEPUTY
11.21

Hubert Engle
EX-OFFICIO RECORDER

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ADA CO. RECORDER

J. DAVID NAVARRO

BOISE ID

Hulehle Engr.

FOR

WINSLOW SUBDIVISION

'96 DEC 4 AM 10 30

FEE

138.00

DEP

D. Hall

RECORDED AT THE REQUEST OF

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Winslow Subdivision is made effective as of the *2nd* day of *December*, 1996, by Winslow Development, LLC, (hereinafter "Grantor" or "Declarant").

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Winslow Subdivision (this "Declaration") is all of that property in the City of Boise, County of Ada, State of Idaho, which is contained in Winslow Subdivision legally described on Exhibit A attached hereto.

1.2 Purpose of Declaration. Winslow Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from Boise, or any other development plan(s) for which Grantor may from time to time obtain approval. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively, the "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and the Improvements located thereon.

ARTICLE II: DECLARATION

Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, 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: 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; shall inure to the benefit of every

COVENANTS, CONDITIONS AND RESTRICTIONS - 1

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lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association.

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

ARTICLE III: DEFINITIONS

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

3.2 "Winslow Subdivision" shall mean the Property described on Exhibit A.

3.3 "Assessments" shall mean those payments required of Owners and Association Members.

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

3.5 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association and includes its authorized representatives.

3.6 "Building Lot" shall mean one or more lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall include single-family residential lots, but shall not include the Common Area.

3.7 "Bylaws" shall mean the Bylaws of the Association (a copy of which is attached hereto as Exhibit C).

3.8 "Common Area" shall mean any or all parcels of Winslow Subdivision that are designated on the Plat as common open space, common areas and common landscaped areas, including but not limited to the following parcels which Declarant shall deed to the Winslow Subdivision Neighborhood Association: Lot 1, Block 1; Lots 1 and 4, Block 2; Lots 1, 22, 31, and 32, Block 3.

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

3.10 "Grantor" shall mean Winslow Development, LLC, and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by grantor or its successor.

3.11 "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, curbs, landscaping, signs, lights, street lights, mail boxes, electrical lines, pipes, pumps, ditches, recreational facilities, and fixtures of any kind whatsoever.

3.12 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost (plus a management fee equal to ten percent [10%] of the cost plus interest) incurred by the Association for corrective action performed pursuant to the provisions of this Declaration. (See Corrective Action, Section 9.1.1 below.)

3.13 "Member" shall mean each person or entity holding a membership in the Association.

3.14 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, and sellers under executory title retaining contracts of sale, but excluding those having an interest merely as security for the performance of an obligation.

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

3.16 "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.

3.17 "Property" shall mean those portions of the Property described herein including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property.

3.18 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the

Common Areas and all Improvements located thereon, and the other costs of the Association which is to be levied against the Property of and paid by each Owner to the Association, pursuant to the terms hereof or the terms of this Declaration.

3.19 "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 Association, pursuant to the provisions of this Declaration.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

Generally. All structures are to be designed, constructed and used in such a manner as to promote compatibility between the types of use contemplated by this Declaration.

4.1 Prior Plan Approval: No building, fence, wall, structure or improvement or obstruction shall be placed or permitted to remain upon any part of said properties unless a written request for approval thereof containing the plans and specifications, including exterior color scheme, has been approved by the Board or a person designated by the Board to approve same. The approval of the Board shall not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision.

4.2 Government Rules: In the event any part of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, as existing or as amended, then the more restrictive governmental rule, regulation or ordinance shall apply. Nothing contained herein shall be construed to mean that a property owner can violate any governmental rule, regulation or ordinance.

4.3 Restrictions in General.

4.3.1 Single Family Dwelling Units; Size. All lots shall be improved only with single family dwelling units. Any single family dwelling unit shall be a minimum of 1,100 square feet for a single story house or 1,500 square feet for a two-story or tri-level house. For purposes of determining square footage, eaves, steps, open porches, car ports, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

4.3.2 Accessory Structures. There shall be no metal storage nor wood storage attachments to any dwelling unit except as approved by the Board. Storage

sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; and d) approved by the board.

4.3.3 Setbacks. Setbacks shall comply with all local ordinances and the solar covenants referred to in 4.3.10 below.

4.3.4 Garages. All residential dwellings shall have an attached enclosed garage which holds no less than two cars and no more than three and shall be constructed of the same materials and colors as the main building or as approved by the Board.

4.3.5 Exterior Appearance. Each house in this Subdivision shall have brick, stone, or stucco on the front exposure. As a minimum, brick, stone or stucco shall be used on full-height columns on the sides of the garage or full wainscot on the front of the house. Bay windows, broken roof lines, gables, hip roofs, etc. are strongly encouraged.

4.3.6 Roofs. Roofs must be of at least 6 in 12 pitch. No gravel roofs will be allowed. All roofing materials shall be composition shingles.

4.3.7 Basements. No basements are allowed in any dwelling unit in this subdivision.

4.3.8 Driveways. All Lots shall be provided with a paved driveway and a minimum of two paved off-street automobile parking spaces within the boundaries of each Lot. No driveway or parking area shall be dirt, rock, gravel or asphalt.

4.3.9 Colors. Exterior colors of earth tones or light blues or greys shall be encouraged for the body of the house. Bright, bold or very dark body colors shall be discouraged. Dark roof colors shall be encouraged. Approval of exterior colors must be obtained from the Board, and any changes to colors or exterior in the future must be approved by the Board.

4.3.10 Solar Covenants. Each lot in this subdivision shall be subject to and each lot owner shall ~~comply with that~~ "Declaration of Solar Covenants, Conditions and Restrictions for Winslow Subdivision" which are attached hereto as Exhibit C. These covenants are incorporated herein as if set out in full.

4.3.11 Landscaping. Landscaping of front yard shall be completed within sixty (60) days of substantial completion of home. For purposes here the "front yard" shall be defined as that portion of the Building Lot from one side lot line to the opposite side lot line lying in front of the front wall of the structure. For Building Lots on corners the "front yard" for purposes here shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping shall include sod or hydroseed in the front yard including two trees of at least 2" caliper and a minimum of five (5) one (1) gallon bushes and/or shrubs. Berms and sculptured planting areas are encouraged. Grass shall be planted in the back yard within one year of occupancy. In the event of undue hardship due to weather conditions, this provision may be extended for a reasonable length of time upon written approval of the Board.

4.3.12 Fences.

a) Subdivision Perimeter Fences. In the event that Grantor constructs a perimeter fence around the exterior of this subdivision property then after Grantor has transferred title to any lot which contains a portion of this perimeter fence it shall be the responsibility of the owner of the lot to maintain, repair and/or replace as needed that portion of the perimeter fence located on that owner's lot. Said maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious.

b) Other Owner Fences. Other fences by Lot Owners are not required. If a fence is desired, plans for it shall be approved by the Board prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. ~~Fences may be built of~~ wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along retention pond areas of Lot 1 and Lot 4, Block 2. Fences shall not be built closer to the front of the lot than even with the front

corner of the house, nor within 20 feet of any street rights of way.

4.3.13 Construction Time. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

4.3.14 Construction on Premises. No pre-existing dwelling or pre-fabricated dwelling shall be moved onto any lot. All dwellings in this Subdivision must be constructed on the lot.

4.3.15 Sewer Locations, Hook-ups. All bathroom, sink and toilet facilities shall be located inside the dwelling, and connected by underground pipe to lot line sewer. All connection and sewer charges are the responsibility of the owner of each lot at the time of connection.

4.3.16 Antennae. No exterior radio antenna, television antenna, satellite dish antenna or other antenna of any type shall be erected or maintained on the Property unless it is located or screened in a manner acceptable to the Board.

4.3.17 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board; provided, however, that nothing in this section shall be deemed to prevent an Owner from, or require the approval of the Board for, transferring or selling any Building Lot to more than one person to be held by them as tenants-in-common, joint tenants, tenants by the entirety or as community property.

4.3.18 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Common Area or vacant Building 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 thereof or to its occupants. No noise or other nuisance, as described in Boise City Ordinances, 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. No Owner shall permit any party or other activity in the Common Area or such Owner's dwelling unit which makes or causes to make noises which might tend to unreasonably interfere with the peace and quiet of the other Owners or occupants. No radio or other sound system shall be operated on the Property except at a low sound level. No offensive noise, language or behavior is allowed. The use of fireworks, firecrackers and any type of firearms on the Property is strictly prohibited and is subject to formal complaint to the Police Department.

4.3.19 Exterior Maintenance; Owner's Obligations. 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, landscaping or that lot's portion of the perimeter fence (if applicable), 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 Building Lot, the Board 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 Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the costs as set out in Paragraphs 9.1.1 and 8.8.

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

4.3.21 Unsightly Articles. No unsightly articles shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage and trash shall be kept at all times in such containers and in areas approved by the Board of Directors. No clothing or fabrics shall be hung, dried or aired in such a way as to be visible to other property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.3.22 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or the streets in the property, except temporarily as may be required by construction activity undertaken on the Property.

4.3.23 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepared and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Board. To the extent possible, garage doors shall remain closed at all times. Removal of Vehicles; Warning. The Board may remove any vehicles in violation of this section at any time after giving the owner three (3) business days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Paragraph 9.1.1.)

4.3.24 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. Chronic dog barking shall be considered a nuisance. This paragraph does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, or other household pets which do not unreasonably bother or constitute a nuisance to others. All dogs must be leashed when outside a dwelling unit (or outside the lot's enclosed fences), and shall not be kenneled outside of a dwelling unit. The construction of dog runs or other pet enclosures shall be subject to Architectural committee approval, and shall be maintained in a sanitary condition and properly screened.

4.3.25 Signs. No sign of any kind shall be displayed to the public view without the approval of the Board of Directors except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) such signs identifying the development, or informational signs, of customary and reasonable dimensions as prescribed by the Board of Directors may be displayed on or from the Common Area; (3) one (1) sign of customary and reasonable dimensions as prescribed by the Board of Directors as may

be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease; and (4) any sign required by the governing authorities. A customary "for sale" or "for lease" sign not more than three (3) feet by two (2) feet shall not require Architectural Committee approval. No sign naming the contractor, the architect, and/or the lending institution for a particular construction operation shall be displayed to the public view without the approval of the Grantor and the applicable Board of Directors. Without limiting the foregoing, no sign shall be placed in the Common Area without the written approval of the Board of Directors.

4.3.26 No Irrigation Water: No lot in this subdivision shall receive any water from any irrigation district. Prior to the platting of this subdivision, the owner of this property has excluded this property from the relevant irrigation district.

4.3.27 Special Covenants for Lot 1 and Lot 4, Block 2. Lot 1 and Lot 4, Block 2 in this subdivision have special circumstances which require special covenants and restrictions.

a. ACHD Drainage Easement. Lot 1 and Lot 4, Block 2 are common area lots to be owned by the Association and are subject to an overflow drainage/retention easement in favor of the Ada County Highway District (ACHD). ACHD is hereby granted a drainage/retention easement on those lots to retain water, and to construct, install and maintain the drainage system.

b. Drainage Easement Area Restrictions. The Association shall maintain a grass lawn in the easement area and shall keep the lawn mowed and the area free of trash and debris. No buildings, fences, trees, shrubs or structures shall be placed in the floor of this drainage easement area. (However, shrubs and trees may be planted on the slopes of this drainage area providing they don't interfere with the ACHD's easements or interfere with the drainage/retention system).

b.(1) "Heavy" Maintenance of Drainage/Retention Area. Heavy maintenance consists of periodically inspecting the retention facility

to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. The ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

b.(2) "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention area (mowing, weed control, trash control, etc.) of Lot 1 and Lot 4, Block 2, as set out in that "Manual for Light Maintenance" attached hereto as Exhibit B.

b.(3) Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining the detention pond/drainage basin then ACHD shall, before undertaking maintenance of said common area, provide written notice of its intention to begin maintenance within a thirty (30) day period, within which time frame the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of the detention pond/drainage basin to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the common area to perform such inspection and maintenance of the detention pond/drainage basin.

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD

shall be entitled to and empowered to file a taxable lien against all lots within Winslow Subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

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

4.3.28 Special Covenants for Lot 29 Block 3. Lot 29 Block 3 contains an existing dwelling structure which fronts Mitchell Street. To the extent that any existing structure or development on Lot 29 Block 3 varies from the requirements of these CC&R's, such variances are excluded from the requirement of these CC&R's (i.e., any existing structure and development variances shall have "grandfather" rights and not be subject to any conflicting portions of these CC&R's). In addition, the owner of Lot 29 Block 3 may be exempted from any requirement in these CC&R's where that exemption is reasonably necessary and where the need for that exemption exists because the structure or development on Lot 29 Block 3 was pre-existing at the time these CC&R's were recorded.

4.4 Common Driveways; Reciprocal Easements; Maintenance of Common Driveways.

4.4.1 Common Driveways. In this subdivision there are three sets of three lots which have one common driveway to each set of three lots (referred to herein as "common driveway easement area"). This common driveway easement area for each set of lots is identified and described on the final recorded plat of the subdivision and is the only access to the public street in the

subdivision from these common driveway lots. These three sets of three lots are as follows:

- a) Lots 9, 10 and 11, Block 3;
- b) Lots 16, 17 and 18, Block 3; and
- c) Lots 25, 26 and 27, Block 3.

4.4.2 Reciprocal Easements. Each of the three lots' owners, occupants, tenants, guests and invitees in each set of lots identified above shall have an easement over and across that common driveway easement area for that set of lots. This shall be a reciprocal easement benefiting and burdening each of the three lots in each set of three lots and shall be for the purposes of ingress and egress over and across the common driveway easement area (identified on the Plat). NO PARKING OF ANY KIND SHALL BE ALLOWED IN ANY COMMON DRIVEWAY EASEMENT AREA. This area is for ingress and egress only.

4.4.3 Maintenance of Common Driveway. The maintenance of the common driveway easement area and the costs thereof for each set of three lots shall be shared equally (1/3 each) by the owners of the three lots sharing the common driveway easement area. Maintenance decisions shall be made by a vote of two of the three owners affected by the decision after written notice has been given to all three affected owners. Such notice shall be given more than five (5) days before the vote and shall identify the time of the meeting. The voting shall occur at a meeting in the common driveway easement area or such other place as agreed to by all three lot owners. Each affected lot shall have one vote regardless of the number of owners of that lot.

4.4.4 Perpetual. The provisions contained in this paragraph 4.4 shall be perpetual and shall run with each affected lot. These provisions of paragraph 4.4 as they apply to each set of three lots may not be amended unless such amendment is approved by a) the three lot owners affected; b) the President of the Association, if the Association exists; and c) the City of Boise.

4.5 Common Area Lots. The common area lots are identified in 3.8 above. Except as specifically provided herein otherwise, these common area lots shall be owned and maintained by the Association. [The common driveways referred to in 4.4 above are not common areas owned or maintained by the Association.] Lot 22, Block 3 shall be subject to a blanket sanitary sewer easement in favor of Boise City. The Association's duty to maintain the common area lots shall not be amended unless approved by the City of Boise.

4.5.1 Common Area Lots 1, 31 and 32, Block 3.

These three common area lots are the buffer lots between N. Mitchell Street and the subdivision. Declarant shall install landscaping and fencing in these lots as required by the City of Boise and deed them to the Association. Maintenance shall be provided by the Association. In the event that the City of Boise does not require fencing and landscaping over the entire portions of Lots 1, 31 and 32, then the adjacent lot owners (Lots 2, 30, 29, 28, 27, 26 and 33, Block 3) shall be allowed to use and maintain that portion of those common lots directly adjacent to their lots and may fence their lots up to the common fence. The adjacent lot owners use of these adjacent portions of the common area lots shall be limited to lawn, landscaping and fencing. At anytime the Association desires the full use of the common area lots along N. Mitchell Street or the City of Boise requires the Association maintain the entire common area, then the use and maintenance of this area may be taken over by the Association provided the Association fence off the common area from the adjacent lot.

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

4.7 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate

sales or leasing offices. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.8 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance is more restrictive than these CC&R's, then in such event these CC&R's shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

ARTICLE V: WINSLOW NEIGHBORHOOD
ASSOCIATION, INC.

5.1 Organization of Winslow Neighborhood Association, Inc. Winslow Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, 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.

5.2 Membership. Each single family dwelling Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated 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.

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

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building

Lot owned by such Class A Member(s) on the day of the vote. One lot, one vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to three (3) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association on the happening of either of the following events, whichever occurs earlier:

(a) when eighty-five (85%) percent of the Building Lots have been sold to Owners other than Grantor; or

(b) on December 31, 2001.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, 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 Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building 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 Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building 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.

5.4 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.

5.5 Power and Duties of the Association.

5.5.1 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 and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

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

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws.

5.5.1.3 Emergency Powers. The power, exercised 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 the Association.

5.5.1.4 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 or any additional easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common

Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

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

5.5.1.4.2 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.

5.5.1.4.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting common areas, public and private streets or land conveyed for any public or quasi-public purpose.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power 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 to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area.

5.5.2.2 Maintenance of Berms, Landscape Islands, Common Irrigation System and Drainage/Retention Area. Maintain any and all berms, retaining walls, fences, common irrigation systems and drainage/retention areas.

5.5.2.3 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Common Area or against 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.

5.5.2.4 Water and Other Utilities. Acquire, provide and/or pay for water, operations costs, landscaping replacements, maintenance and other necessary services for the Common Area .

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

5.5.2.5.1 Comprehensive public liability insurance insuring the Board, the Association, the Grantor 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.

5.5.2.5.2 Full coverage directors' and officers' liability insurance.

5.5.2.5.3 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.

5.5.2.5.4 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.

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

5.5.2.6 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor 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, or any other representative or employee of the Association, the Grantor, or any committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 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:

5.7.1 Operating Statement. A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each 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.

5.7.2 Balance Sheet. Within thirty (30) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members and Directors shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: ARCHITECTURAL CONTROL

No building, structure, fence, wall, hedge, landscaping, painting, ornament, obstruction, berm, driveway, or Improvement shall be placed on, under, over or across any part of the Property unless a written request (given to one of the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, if applicable, has been approved, in writing, by at least one member of the Board of Directors of the Association. The initial Board of Directors and their addresses is as follows:

1. Larry Woolf, 5121 N. Farrow, Boise, ID 83704
2. Barbara Woolf, 5121 N. Farrow, Boise, ID 83704
3. Brenda Drake Blitman, 5057 Shalecrest Ct., Boise, ID 83703

In the event the Board fails to approve or disapprove such request within thirty (30) days after such request has been submitted in writing, approval shall not be required as provided in this Article and this Article will be deemed to have been complied with.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have a right to use each parcel of the Common Area, which shall be owned by the Association, subject to the provisions of 4.5.1 above and subject to the following provisions:

7.1.1 The right of the Association holding or controlling the Common Area to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights to use of, except for ingress and egress to such Owner's Building Lot, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area 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 and the Grantee has agreed in writing to accept such transfer.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on the Common Area. The right to prohibit use of retention area, areas subject to utility easements, or areas not reasonably usable.

7.1.5 The right of the Association to publish reasonable rules and regulations governing the use of the Common Area.

7.2 Damages. Each Owner shall be fully liable for any damage to any Common Area 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 Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE VIII: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Winslow Subdivision 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.

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

8.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly

assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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

8.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal, attorneys fees, accounting fees, management 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 Area, including all Improvements located on such areas owned and/or managed and maintained by the Association, and an amount allocated to an adequate reserve fund to be established by the Board and to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

8.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual calendar basis. The Board shall compute the amount of Regular Assessments owed beginning the date the first lot transfer is recorded. Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each calendar year of an Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next calendar year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

8.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, including Grantor, for any given fiscal year shall be computed by dividing the Association's total advance estimate of Expenses by the total number of Building Lots in the Property (i.e, each Owner of a Building Lot shall pay an equal share of Regular Assessments).

8.3 Special Assessments.

8.3.1 Sixty Dollar (\$60.00) Special Transfer Assessment. Upon each transfer of a Building Lot to a new Owner the Buyer of that lot shall pay a special assessment of \$60.00 to the Association which shall go into the Association's general funds for purposes set out in these Declarations.

8.3.2 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of 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 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-five percent (25%) of the budgeted gross Expenses of the Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of the Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.3.3 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 such Association.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the 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 Building Lot into compliance with the provisions of the governing instruments for Winslow Subdivision together with the 10% management fee and interest as provided in Paragraph 9 below.

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

8.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year. Assessments shall be payable in installments monthly, quarterly or semi-annually as set by the Board.

8.7 Notice and Assessment Due Date. Written notice of all assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. ~~The Association may bring an action against the delinquent Owner~~ and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, late fees, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Area, or by lease or abandonment of such Owner's Building Lot.

8.8 Late Fees; Interest on Past Due Assessments: Assessments of any kind which are not paid within ten (10) days of the due date shall be assessed an additional late charge of \$25.00. In addition, interest shall be paid on the unpaid assessment at the rate of one and one-half percent (1-1/2%) per month from the date the assessment was due until the date of payment.

8.9 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 Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE IX: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to comply with the terms, covenants, conditions and restrictions contained herein and to pay each and

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

9.1.1 Corrective Action. In the event an Owner fails to comply with any provisions of these Declarations, the Board shall have authority to take appropriate corrective action against said Owner. Each Owner who is the subject of such corrective action shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 1-1/2% per month, plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action. Such shall be a Limited Assessment against that Lot and that Lot Owner and shall create a lien enforceable in the same manner as other assessments set forth in these CC&R's. The Owner of the offending property shall also be personally liable and such Owner's property may be subject to a lien for all costs, management fees, late fees, interest and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due including but not limited to attorney fees, recording fees and costs. If such an assessment is not paid within ten (10) days of notice of the limited assessment, the Owner shall also be subject to late fees set out in Paragraph 8.8.

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

9.2 Assessment Liens.

9.2.1 Creation. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest and all costs as provided in these Declarations. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots 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 Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.2 Claim of Lien. Upon default of any Owner in the payment of any 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 Building 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.

9.3 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.

9.4 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 Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

9.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building 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 Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 9.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building 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.

9.6 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 X: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Area, resulting from the normal use of adjoining Building Lots or Common Area, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the Property, for pedestrian walkways,

vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

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

10.2.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of Winslow Subdivision 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 Building Lots and the Grantor, 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 Board, 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 area shall be the sole and exclusive obligation of the Owner of the Building Lot whose Improvements were so damaged.

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 Declaration shall run until December 31, 2025, unless amended as herein provided. After December 31, 2025, 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 Boise, 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 Grantor. Except as provided in paragraph 11.2.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

11.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment to the provisions of this Declaration, other than this Article XI, 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 by the written consent of Owners representing more than sixty-seven percent (67%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article XI shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

11.2.3 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.

11.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first 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 foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residential address in the subdivision of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association.

11.5 Enforcement and Non-Waiver.

11.5.1 Right of Enforcement. The Declarant, the Board, the Neighborhood Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by any entity to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Winslow Subdivision Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Winslow Subdivision Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

11.6 Annexation of Additional Area. Declarant intends to and reserves the right to annex and include additional areas into these Declarations. Declarant may annex said additional areas by recording a "Notice of Annexation" with the County Recorder of Ada County specifically describing the additional property to be annexed and referring to these Declarations and specifically stating any other or modified or additional restrictions that apply to the additional lands. Upon recording of the Notice of Annexation, these Covenants, Conditions and Restrictions shall apply to the additional lands (as added to or modified by the Notice of Annexation) as if the additional land were originally covered herein. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the additional lands and

the lands described herein will be governed by these Declarations and the Notice of Annexation as if all had been done originally.

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

11.8 Transfer or Sale of Project. Grantor reserves the right to sell or transfer Grantor's interest in the project. Upon completion of such sale or transfer Grantor shall have no liability or obligations of any kind which accrue after the sale or transfer is completed.

IN WITNESS WHEREOF, the Grantors hereto have set their hands this 2 day of DEC, 1996.

Winslow Development, LLC,
a Limited Liability Company

by

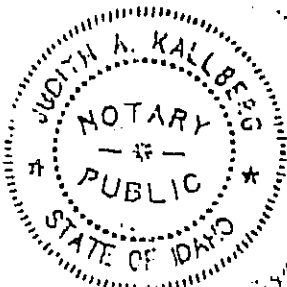
Doug McMaster
Doug McMaster

Title: MANAGING Partner

STATE OF IDAHO,)
 (ss.
COUNTY OF ADA,)

On this 2nd day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug McMaster known or identified to me to be the Managing Member of Winslow Development, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged to me that such LLC executed the same.

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



Judith A. Kallberg
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 2-3-00

**DESCRIPTION FOR
WINSLOW SUBDIVISION**

Lots 3 and 4 of Brookside Place Subdivision as filed in Book 3 at Page 136, records of Ada County, located in the NE1/4 of the NW1/4 of Section 11, T.3N., R.1E., B.M., Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 of said Section 11;

thence along the North-South centerline of said Section 11, South $00^{\circ}21'19''$ West, 662.96 feet;

thence leaving said North-South centerline North $89^{\circ}27'09''$ West, 30.00 feet to the West right-of-way line of North Mitchell Street, said point also being the **REAL POINT OF BEGINNING (INITIAL POINT)**.

Thence along said right-of-way line South $00^{\circ}21'19''$ West, 618.59 feet;

thence continuing along said right-of-way line South $37^{\circ}17'49''$ West, 24.96 feet to a point on the North right-of-way line of West Irving Street;

thence along said right-of-way line North $89^{\circ}26'32''$ West, 614.15 feet to the Southeast corner of Southampton Subdivision No. 2 as filed in Book 61 of Plats at Page 6103, records of Ada County;

thence leaving said right-of-way line and along the East boundary line of said Southampton Subdivision No. 2, North $00^{\circ}27'52''$ East, 638.48 feet to the Northeast corner of said Southampton Subdivision No. 2, said point also being the Northwest corner of said Lot 3, Brookside Place Subdivision;

thence South $89^{\circ}27'09''$ East, 627.93 feet along the North boundary line of said Lot 3 to the **Real Point of Beginning**. Containing 9.21 acres, more or less.

EXHIBIT "A"

MANUAL FOR LIGHT MAINTENANCE
OF
STORMWATER DETENTION POND
AT
WINSLOW SUBDIVISION

BOISE, IDAHO

AUGUST, 1996

HUBBLE
ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

9550 BETHEL COURT
BOISE, IDAHO 83709
(208) 322-8992

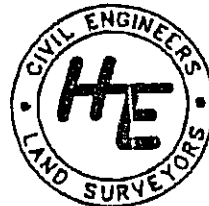


Exhibit B

WINSLOW SUBDIVISION DETENTION POND O & M MANUAL

This manual outlines the duties to be performed by the homeowner's association for the light maintenance of the stormwater detention pond at Winslow Subdivision.

The detention pond is located on Lots 1 and 4, Block 2 of the Winslow Subdivision plat. A copy of the plat and a drawing of the pond are included in this manual. The maintenance area of the detention pond shall include the entire lots in which the ponds are located.

For the various light maintenance items involved, periodic inspections are to be made of the ponds in addition to any work required in each of the categories below. These inspections shall be done a minimum of once every month.

MOWING AND LANDSCAPE MAINTENANCE: A landscape maintenance company shall be contracted to perform the normal routine surface maintenance such as mowing lawn, ensuring proper irrigation of landscaping and lawn areas.

TRASH CLEANUP: During the periodic inspections, any trash found within the boundary of the pond lots shall be collected and disposed of offsite.

BANK STABILITY: During the periodic inspections, the banks of the pond shall be checked for any water spots, water entering the pond from adjacent lots, rodent holes, and bank erosion. If any of these problems are found, the homeowner's association shall contact a licensed landscape contractor to make the necessary repairs to the pond.

UNDERGROUND FACILITY: During the periodic inspections, the underground facility shall be checked for clogging, standing water, or piping or manholes. If such is found, the homeowner's association shall contact ACHD so they can perform their "heavy" maintenance responsibilities.

misc.

Exhibit B

EXHIBIT C

DECLARATION OF SOLAR COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WINSLOW SUBDIVISION

This Declaration, made on the date hereinafter set forth by Winslow Development LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Boise, County of Ada, State of Idaho, known as Winslow Subdivision, which is more particularly described in Exhibit A attached.

WHEREAS, the Boise City Code requires that private restrictions be recorded with subdivision plats which provide the same level of solar access protection as required under the City's solar setback and new development solar access design ordinances;

W I T N E S S E T H

NOW, THEREFORE, in recognition of the economic and environmental benefits of solar energy use, Declarant desires to provide for the preservation of solar access in the subdivision and to that end desires to impose, in the form of covenants, conditions and restrictions running with the land, a general scheme of solar access protection upon the ownership, use and occupation of all lots therein which shall be binding on all parties having any

right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

SOLAR ACCESS DEFINITIONS

A. Exempt Tree: Any preexisting vegetation as defined in Article II, Section B or any vegetation included on the list of solar friendly vegetation kept by the City of Boise's Public Works and Community Planning and Development Departments.

B. Front Lot Line: The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

C. North Slope: The gradient, in percent slope, from the average finished grade of the front lot line of the shade restricted lot to the average finished grade of the solar lot line of a solar lot. The slope must be downward or decreasing in elevation from south to north.

D. Restricted Vegetation: A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of

"solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

E. Shade: That portion of the shadow cast by the shade point of a structure or vegetation exceeding an 11.5 foot point at the solar lot line at solar noon, January 21.

F. Shade Point: That part of a structure, tree or other object, on a shade restricted lot, which casts the longest shadow (the most northerly shadow) when the sun is due south on January 21, at an altitude of twenty-six (26) degrees above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.

G. Shade Point Height: The vertical distance or height measured from the average elevation at the solar lot line to the shade point. If the shade point is located at the north end of a ridge line of a structure oriented within 45 degrees of a geodetic north-south line, the shade point height computed according to the preceding sentence may be reduced by 3 feet. If a structure has a roof oriented within 45 degrees of a geodetic east-west line with a pitch which is flatter than 6 feet (vertical) in 12 feet (horizontal), the shade point will be the cave of the roof. If such a roof has a pitch which is 6 feet in 12 feet or steeper, the shade point will be the peak of the roof.

H. Shade Restricted Lot: Any lot within the subdivision that is southerly of and adjacent to a solar lot. These lots have some restriction on vegetation types and structure height.

I. Solar Friendly Vegetation: A tree or other vegetation which is included on the solar friendly vegetation list kept by the City of Boise's Public Works and Community Planning and Development Departments.

J. Solar Lot: A lot which has the following characteristics:

1. The front lot line is oriented within thirty (30) degrees of a geodetic east/west bearing;
2. The lot to the immediate south has a north slope of ten (10) percent or less;
3. Is intended for the construction of an above ground inhabited structure.

K. Solar Lot Line: The most southerly boundary of a solar lot: the line created by connecting the most distant southerly corners of the solar lot.

L. Solar Setbacks: The minimum distances, measured perpendicular in a southerly direction, from the center of the solar lot line to the shade point of a structure or to restricted vegetation based upon its height at maturity on the shade restricted lot.

ARTICLE II

SOLAR ACCESS COVENANTS, CONDITIONS AND RESTRICTIONS

A. Shade Restriction: Each lot within the subdivision which is classified as a Shade Restricted Lot shall have the following restriction: Any structure or restricted vegetation (solar unfriendly) cannot cast a shadow higher than an imaginary fence 11.5 feet above the solar lot line on solar noon of January 21, when the sun is at an angle of 26 degrees above the horizon. This sun angle at noon on January 21 causes structures, vegetation and other objects to cast a shadow twice as long as their height. The height of the shade point of a structure on the shade restricted lot is limited to 19 feet at the 15 foot rear yard zoning setback in order that the 11.5 foot high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded. These standards assure that a structure built to the 15 foot rear yard zoning setback, on the Solar Lot located to the north, will not be shaded more than 4 feet above grade on its south wall on January 21 at solar noon.

B. Pre-Existing Vegetation: Restricted vegetation (solar unfriendly), which existed when the subdivision was platted is exempt from the provisions of these covenants, conditions and restrictions. Any lot which would be shaded beyond the allowed shade limit by such vegetation shall not be classified as a Solar Lot.

C. Slope Exemption: Any lot with an average finished grade slope along the north-south lot dimension greater than ten (10) percent shall be exempt from the terms and conditions of these covenants, conditions and restrictions.

D. Solar Setback: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1

SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

<u>Shade Point Height</u>	<u>Solar Height</u>
10'	0'
15'	7'
20'	17'
25'	27'
30'	37'

E. Solar Friendly Vegetation: Certain vegetation is considered "solar friendly" and is not restricted in regards to location on individual lots. Such vegetation is deciduous, dropping its leaves during early fall and regaining them during late spring. Such vegetation also has sparse branching which allows a high level of sunlight to penetrate through. This growth cycle produces shading during summer but allows sun to penetrate during winter. A list of acceptable solar friendly trees is

maintained by the Boise City Public Works and the Community Planning and Development Departments.

ARTICLE III

SOLAR ACCESS RIGHTS, DUTIES AND RESPONSIBILITIES

A. Solar Access Rights: The owner(s) of solar lots shall have a right to unobstructed solar access in accordance with these covenants, conditions and restrictions.

B. Solar Access Duties: The owner(s) of any lot shall not build, install or otherwise allow a structure or non-solar friendly tree on that lot to cast more shade at their solar lot line than permitted under these solar access covenants, restrictions and conditions.

ARTICLE IV

MISCELLANEOUS

A. Enforcement and Non-Waiver. Any lot owner, or homeowner association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other breach. There can be no waiver of the right to solar access created by this Declaration.

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

C. Duration and Applicability to Successors: This Declaration of Solar Covenants, Conditions and Restrictions shall be in effect perpetually, shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all lot owners in the subdivision and their successors in interest.

D. Amendment: This Declaration of Solar Covenants, Conditions and Restrictions may be amended by the vote or written consent of the owners of a majority of the lots in the subdivision affected by such amendment PROVIDED the amendment a) does not reduce the amount of solar access protection provided to the subdivision; and b) the amendment is approved in writing by the City of Boise.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed this 2nd day of December, 1996.

WINSLOW DEVELOPMENT LLC

By

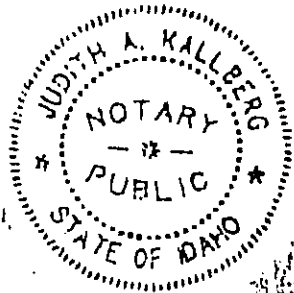
Doug McMaster
Doug McMaster

Title: Managing Member

STATE OF IDAHO)
 : ss.
County of Ada)

On this 2nd day of December, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug McMaster, known or identified to me to the Managing Member of Winslow Development, LLC, the Limited Liability Company that execute the within and foregoing instrument, and acknowledged to me that such LLC executed the same.

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



Judith A. Kallberg
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 2-3-00

**DESCRIPTION FOR
WINSLOW SUBDIVISION**

Lots 3 and 4 of Brookside Place Subdivision as filed in Book 3 at Page 136, records of Ada County, located in the NE1/4 of the NW1/4 of Section 11, T.3N., R.1E., B.M., Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the N1/4 of said Section 11;

thence along the North-South centerline of said Section 11, South 00°21'19" West, 662.96 feet;

thence leaving said North-South centerline North 89°27'09" West, 30.00 feet to the West right-of-way line of North Mitchell Street, said point also being the **REAL POINT OF BEGINNING (INITIAL POINT)**.

Thence along said right-of-way line South 00°21'19" West, 618.59 feet;

thence continuing along said right-of-way line South 37°17'49" West, 24.96 feet to a point on the North right-of-way line of West Irving Street;

thence along said right-of-way line North 89°26'32" West, 614.15 feet to the Southeast corner of Southampton Subdivision No. 2 as filed in Book 61 of Plats at Page 6103, records of Ada County;

thence leaving said right-of-way line and along the East boundary line of said Southampton Subdivision No. 2, North 00°27'52" East, 638.48 feet to the Northeast corner of said Southampton Subdivision No. 2, said point also being the Northwest corner of said Lot 3, Brookside Place Subdivision;

thence South 89°27'09" East, 627.93 feet along the North boundary line of said Lot 3 to the **Real Point of Beginning**. Containing 9.21 acres, more or less.



After Recording Return To:

Iron Eagle Property Management, LLC
c/o Kathy Johnston, Managing Member
7215 W. Franklin Road
Boise, Idaho 83709

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WINSLOW SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINSLOW SUBDIVISION ("First Amendment") is made and entered as of the 5 day of August, 2016, by the Winslow Neighborhood Association, LLC's Board of Directors for and on behalf of all Lot Owners of record.

RECITALS

A. Declaration. Grantor, Winslow Development, LLC, entered into and recorded that certain Declaration of Covenants, Conditions and Restrictions for Winslow Subdivision (the "Declaration"), dated as of December 2, 1996, recorded December 4, 1996, Instrument No. 96099013, official records of Ada County, Idaho. The Declaration encumbers the real property comprising Winslow Subdivision, described on Exhibit "A." Exhibit "A" is attached to this First Amendment and incorporated herein by this reference.

B. Purpose of Amendment. Pursuant to Article 11, Section 2, subsection 2 ("11.2.2"), the Winslow Neighborhood Association LLC's Board of Directors wish to amend the Declaration and amend Section 3, subsection 1 to Article 8 ("8.3.1"), titled "Sixty Dollar (\$60.00) Special Transfer Assessment" by increasing the transfer assessment fee from \$60.00 to \$500.00 in the transfer of a Building Lot between the Lot Owner (Seller) and the new owner of record.

The Winslow Neighborhood Association LLC's Board of Directors wish to add a definition to Article 3 for the term "Transfer" to mean any and all conveyances, by any form, from the then Owner of the Building Lot to a new Owner of record of said Building Lot.

Finally, the Winslow Neighborhood Association LLC's Board of Directors wish to amend the Declaration and amend Section 8 to Article 8 ("8.8"), titled "Late Fees; Interest on Past Due Assessments" by increasing the late fee charge from \$25.00 to \$50.00 and changing the due date from within ten (10) days to within twenty (20) days.

C. Approval of Amendment. Pursuant to the Annual Meeting of the Winslow Neighborhood Association held on May 26, 2016, a quorum of Lot Owners of record voted, by proxy or in person, to approve the amendment and addition of the Sections referenced above and authorized the Board of Directors to implement and record this amendment to the Declaration of Covenants, Conditions and Restrictions of the Winslow Subdivision.

NOW THEREFORE, pursuant to the authority granted by Article 11, Section 2, subsection 2 ("11.2.2") of the Declaration, the Winslow Neighborhood Association LLC's Board of Directors on behalf of all Lot Owners of record, hereby amends and adds the above referenced provisions to the Declaration. The term, covenant, condition, easement and restriction set forth herein 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; shall inure to the benefit of every Lot Owner of record, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and each Lot Owner and such Lot Owner's respective successors in interest, and may be enforced by any Lot Owner or such Lot Owner's successors in interest or by the Association.

AGREEMENT

1. **Recitals.** The recitals of this amendment are hereby incorporated into the text of this Amendment and made a part hereof.

2. NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein, the covenants and agreements hereinafter set forth, and for other good and for valuable consideration, the Declaration shall be and is hereby amended as follows:

3. **New Section 3.20: Definition of "Transfer."** Article 3, Section 20 of the Declaration is added and provides the foregoing definition as follows:

3.20 "Transfer" shall mean any and all conveyances, whether by sale, inheritance or any other form, of a Building Lot to a new Owner of record of said Building Lot.

4. Article 8.3.1 Sixty Dollar (\$60.00) Special Transfer Assessment. Article 8.3.1 of the Declaration is hereby deleted in its entirety and replaced with the following:

Five Hundred Dollar (\$500.00) Special Transfer Assessment: Upon each transfer of a Building Lot to a new owner, the Buyer of that lot shall pay a special assessment of \$500.00 to the Association which shall go into the Association's general funds for purposes set out in these Declarations.

5. Article 8.8 Late Fees; Interest on Past Due Assessments. Article 8.8 of the declaration is hereby deleted in its entirety and replaced with the following:

Late Fees; Interest on Past Due Assessments. Assessments of any kind which are not paid within twenty (20) days of the due date shall be assessed an additional late charge of \$50.00. In addition, interest shall be paid on the unpaid assessment at the rate of one and one-half percent (1-1/2%) per month from the date the assessment was due until the date of payment.

6. Other Terms Not Modified. The Declaration is in full force and effect and remains unaltered, except to the specific extent amended or supplemented herein. This First Amendment shall be considered part of the Declaration as such term is defined in the Declaration. In the event of any conflict with the Declaration, this Amendment shall control.

7. Recordation. This First Amendment shall be recorded in the office of the recorder of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed the day and year first above written.

WINSLOW NEIGHBORHOOD ASSOCIATION
BOARD OF DIRECTORS:

By: _____
James Rickerd, President

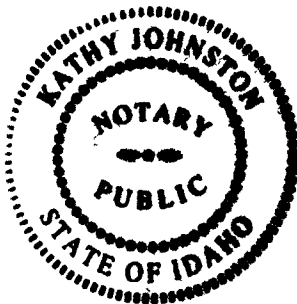
By: [Signature]
Dale Kuperus, Vice President

By: [Signature]
Karen Fehring, Secretary

STATE OF IDAHO)
)ss.
County of Ada)

On this 5 day of August, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES RICKERD, known or identified to me to be the President of the Board of Directors for the WINSLOW NEIGHBORHOOD ASSOCIATION, LLC, and that he executed the above instrument on behalf of the Winslow Neighborhood Association, LLC and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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

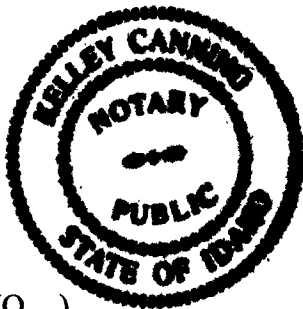


Kathy Johnston
Notary Public for Idaho
Residing at Ada County, Idaho
Commission Expires: April 19, 2019

STATE OF IDAHO)
)ss.
County of Ada)

On this 9th day of August, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE KUPERUS, known or identified to me to be the Vice President of the Board of Directors for the WINSLOW NEIGHBORHOOD ASSOCIATION, LLC, and that he executed the above instrument on behalf of the Winslow Neighborhood Association, LLC and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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

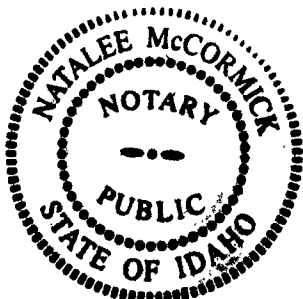


Kelley Canning
Notary Public for Idaho
Residing at Ada County, Idaho
Commission Expires: 8-5-2021

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of August, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared KAREN FEHRINGER, known or identified to me to be the Secretary of the Board of Directors for the WINSLOW NEIGHBORHOOD ASSOCIATION, LLC, and that she executed the above instrument on behalf of the Winslow Neighborhood Association, LLC and all Lot Owners of record and acknowledged to me that such Association and Lot Owners executed the same.

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



Natalee McCormick
Notary Public for Idaho
Residing at Ada, Idaho
Commission Expires: 7/1/2022