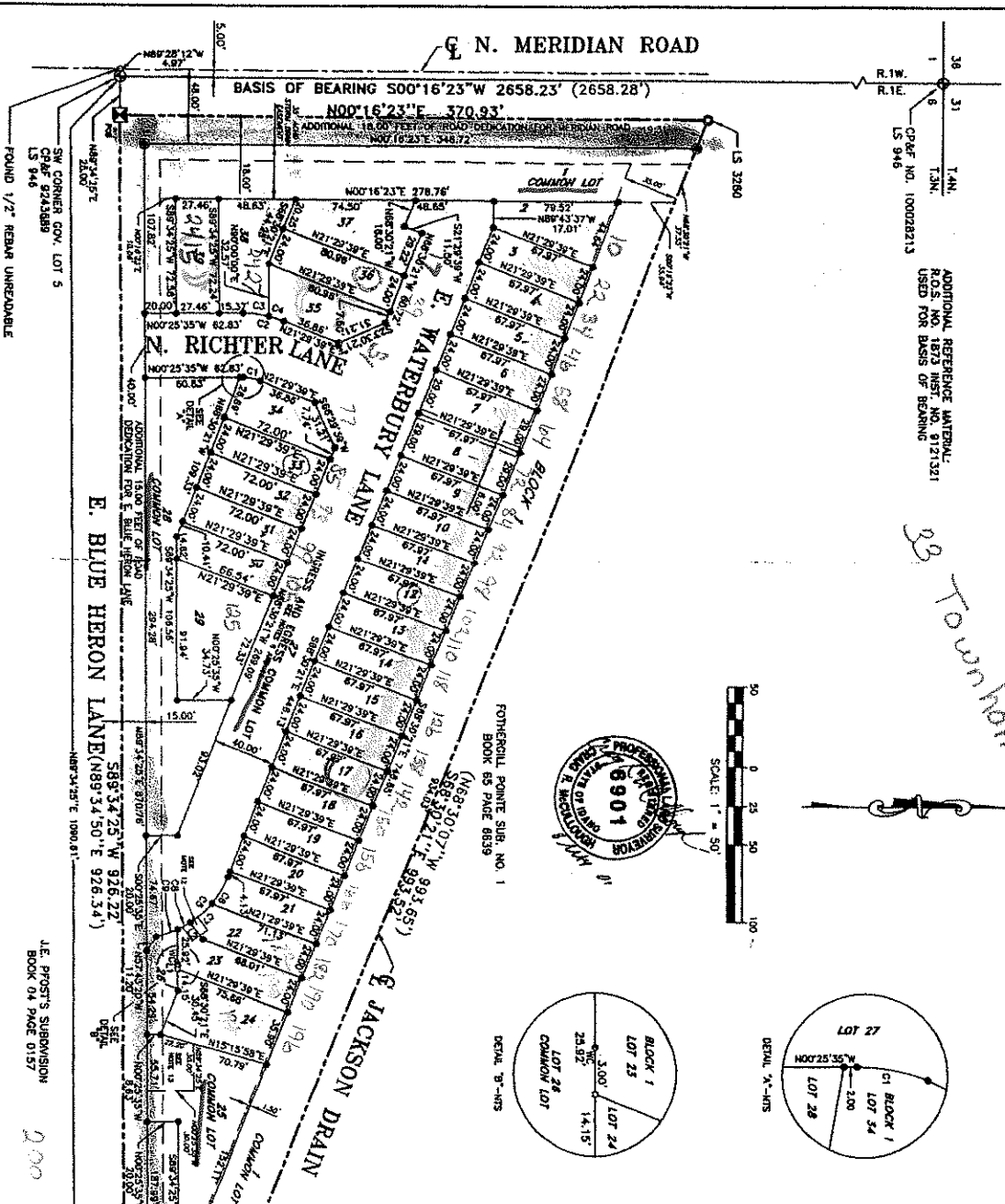


EXHIBIT A

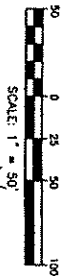
NUMBER	LENGTH	BEARING	DELTA	CHORD	CHORD BEG	CHORD END
C1	11.48	S00°16'23"W	5.81	11.41	S10°32'02"W	11.41
C2	26.78	S00°16'23"W	13.56	26.62	S10°32'02"W	26.62
C3	18.65	S00°16'23"W	9.37	18.61	S08°23'30"W	18.61
C4	10.13	S00°16'23"W	5.07	10.12	S17°26'57"W	10.12
C5	63.00	S00°16'23"W	31.50	60.49	S04°18'21"W	60.49
C6	20.21	S00°16'23"W	10.10	20.12	S09°27'41"W	20.12
C7	18.74	S00°16'23"W	9.37	18.69	S04°01'28"W	18.69
C8	9.33	S00°16'23"W	4.66	9.32	S02°27'39"W	9.32
C9	14.72	S00°16'23"W	7.36	14.69	S08°41'47"W	14.69

NUMBER	LENGTH	BEARING
L1	40.07	S88°34'25"W
L2	13.57	S55°57'13"W

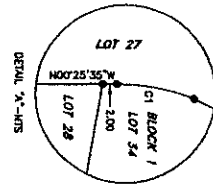
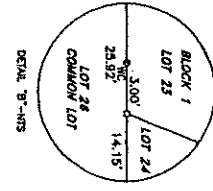
ADDITIONAL REFERENCE MATERIAL:
 F.O.S. NO. 1873 WEST NO. 9121321
 USED FOR BASIS OF BEARING



38
31
T.M.
13M.
CP&F NO. 100028213
LS 946
ADDITIONAL REFERENCE MATERIAL:
F.O.S. NO. 1873 WEST NO. 9121321
USED FOR BASIS OF BEARING



FOOTEROLL POINT SUB. NO. 1
 BOOK 65 PAGE 6839



FINAL PLAT SHOWING
 HERONBROOK TOWNHOMES⁴ SUBDIVISION

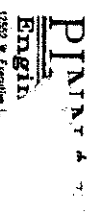
A PORTION OF GOVERNMENT LOT 5 OF SECTION 6
 TOWNSHIP 3 NORTH RANGE 1 EAST BOISE MERIDIAN
 CITY OF MERIDIAN ADA COUNTY, IDAHO
 2001

Address: Richter Lane Lot 19
 83
 86

J.E. POST'S SUBDIVISION
 BOOK 04 PAGE 0157

2000

DRAWING NO. C998218FP
 SHEET 1 OF 2



LEGEND

- BOUNDARY LINE
- ROADWAY CENTER LINE
- EASEMENT BOUNDARY
- TIE LINE
- INTERIOR LOT LINE
- LOT NUMBER
- RECORD DATA
- EASEMENT DIMENSION
- POINT OF BEGINNING
- SET 5/8" x 30" REBAR W/CAP
- MARKED LS 6901
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- SET 5/8" x 30" REBAR W/CAP
- MARKED LS 6901
- SET 1/2" x 24" REBAR W/CAP
- MARKED LS 6901
- CALCULATED POINT
- FOUND ANGLE
- WITNESS CORNER SET 5/8" x 30" REBAR W/CAP
- MARKED LS 6901
- WITNESS CORNER SET 1/2" x 24" REBAR W/CAP
- MARKED LS 6901

NOTES

1. THE SUBDIVISION AND DIMENSIONS, STRENGTHS, AND THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
2. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
3. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
4. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
5. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
6. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
7. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
8. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
9. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
10. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
11. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
12. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
13. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
14. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
15. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
16. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
17. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
18. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
19. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.
20. THE SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF MERIDIAN AND CONDITIONS OF APPROVAL.

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 09/10/03 10:58 AM
DEPUTY Michelle Turner
RECORDED - REQUEST OF
HeronBrook Sub
AMOUNT 9.00

3



**SUPPLEMENTAL AMENDMENT #1 TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HERONBROOK TOWNHOMES SUBDIVISION**

MAY 29, 2003

NOTE:
ORIGINAL CCNR'S RECORDED APR 23, 2002
AS INSTRUMENT # 102046954.

Glen Anders

ARTICLE XII: AUTHORITY OF BOARD OF DIRECTORS

Revise Section 1. Authority of Board as follows:

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the by-laws or this Declaration. Each Owner shall be responsible for his or her own property insurance including fire protection, the contents, interior and exterior of his or her Dwelling Unit including carports, his or her additions and Improvements to his or her Dwelling Unit, and decorating and furnishings, and his or her Personal property stored elsewhere on the Property, and his or her personal liability or injury insurance.

(j) The Board shall not make any non-budgeted expenditure in excess of \$10,000.00 without the approval thereof by two-thirds (2/3) of either class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

Revise ARTICLE X: INSURANCE as follows:

Section 1. Insurance

The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which shall include, without limitation, the following policies to the extent it is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" for the full insurable replacement value of all buildings, equipment and fixtures located within the Common Area and of all equipment and fixtures associated with the Pressurized Irrigation System. Each individual lot/townhome owner will be required to maintain property insurance including fire protection, liability, and contents coverage.

Article XV, Section 3. Amendment

The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Declarant, Declarant and not less than one-third (1/3) of all other Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Amendments shall be in the form of supplement declarations, and must be recorded in the records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 2 day of June, 2003.

HERON BROOK L.L.C., an Idaho Limited Liability Company

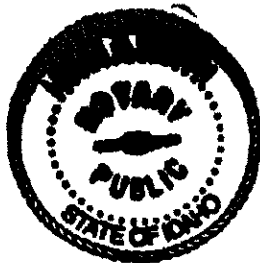
By Glen Anders
Managing Member
Pres., Heronbrook HOA, Inc

STATE OF IDAHO)
: ss.
County of Ada)

On this 2nd day of JUNE, 2003 before me, the undersigned, a Notary Public in and for said state, personally appeared Glen Anders known or identified to me to be the Managing Member of Heron Brook L.L.C., the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that Heron Brook L.L.C. executed the same.

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

(SEAL)



Alexis Brown
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 10/24/07

ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

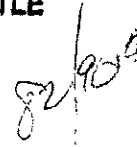
2002 AP 23 PM 2: 34

RECORDED-REQUEST OF

FEE 87.⁰⁰ DEPUTY 

102046954

PIONEER TITLE



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HERONBROOK TOWNHOMES SUBDIVISION**

April 12, 2002

TABLE OF CONTENTS

ARTICLE I: RECITALS	1
Section 1. Property Covered.....	1
Section 2. Purpose of Declaration.....	1
ARTICLE II: DECLARATION.....	1
ARTICLE III: DEFINITIONS	2
Section 1. Architectural Review Committee.....	2
Section 2. Assessments.....	2
Section 3. Association or Corporation	2
Section 4. Board.....	2
Section 5. Common Area.....	2
Section 6. Declarant.....	2
Section 7. Dwelling Unit.....	2
Section 8. Improvement.....	2
Section 9. Limited Assessment.....	3
Section 10. Lot.....	3
Section 11. Member.....	3
Section 12. Mortgage	3
Section 13. Mortgagee.....	3
Section 14. Owner	3
Section 15. Person(s).....	3
Section 16. Pressurized Irrigation System	4
Section 17. Property	4
Section 18. Regular Assessments.....	4
Section 19. Special Assessments.....	4
ARTICLE IV: PROPERTY RIGHTS	4
Section 1. Owners' Easements of Enjoyment of Common Area.....	4
Section 2. Delegation of Use.....	5
Section 3. Encumbrance of Common Area.....	5
Section 4. Dwelling Units	5
ARTICLE V: MEMBERSHIP AND VOTING RIGHTS	5
Section 1. Membership	5
Section 2. Voting Classes	5
ARTICLE VI: USE AND REGULATION OF USES	5
Section 1. Single Family Residences.....	5
Section 2. Minimum Age Requirement.....	6
Section 3. Parking.....	6
Section 4. Compliance With Laws and Waste.....	6

Section 5.	Signs	7
Section 6.	Pets	7
Section 7.	Nuisance	7
Section 8.	Common Areas	8
Section 9.	Exterior and Interior Maintenance	8
Section 10.	Exterior Improvements	8
Section 11.	Carports	8
Section 12.	Outbuildings	8
Section 13.	Fences	9
Section 14.	Insurance	9
Section 15.	Ditch	9
ARTICLE VII: PRIVATE ROADS		9
ARTICLE VIII: PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS		10
Section 1.	Dual Water Supply	10
Section 2.	Water Rights Appurtenant to Property	10
Section 3.	Reservation of Easement	10
Section 4.	Storm Drain Maintenance	10
ARTICLE IX: SPECIFIC LOT USES AND RESTRICTIONS		11
Section 1.	Lot , Block	11
Section 2.	Lots , Block	11
ARTICLE X: INSURANCE		11
Section 1.	Insurance	11
Section 2.	Insurance Proceeds	12
Section 3.	Premiums Included in Assessments	12
ARTICLE XI: COVENANT FOR MAINTENANCE ASSESSMENTS		12
Section 1.	Creation of the Lien and Personal Obligation of Assessments	12
Section 2.	Purposes of Assessments	12
Section 3.	Uniform Rate of Assessment	13
Section 4.	Date of Commencement of Annual Assessments; Due Dates	13
Section 5.	Effect of Nonpayment of Assessments; Remedies of the Association	13
Section 6.	Subordination of the Lien to Mortgages	13
ARTICLE XII: AUTHORITY OF BOARD OF DIRECTORS		13
Section 1.	Authority of Board	14
Section 2.	Easement	15
Section 3.	Non-Waiver	15
Section 4.	Limitation of Liability	16
Section 5.	Indemnification of Board Members	16
ARTICLE XIII: ARCHITECTURAL REVIEW COMMITTEE		16
Section 1.	Charter of Architectural Review Committee	16
Section 2.	Authority of Architectural Review Committee	16

Section 3. Architectural Control.....	16
Section 4. Review of Proposed Alteration.....	17
Section 5. Inspection of Approved Alterations	17
ARTICLE XIV: RELEASE	18
ARTICLE XV: GENERAL PROVISIONS.....	18
Section 1. Enforcement.....	18
Section 2. Severability	19
Section 3. Amendment.....	19
Section 4. Annexation.....	19
Section 5. Duration and Applicability to Successors.....	19
EXHIBIT A- LEGAL DESCRIPTION OF THE PROPERTY	
EXHIBIT B - LEGAL DESCRIPTION OF THE COMMON AREA	
EXHIBIT C- FINAL PLAT	
EXHIBIT D - ASSESSMENT OF EXPENSES	

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

This Declaration of Covenants, Conditions and Restrictions for Heronbrook Townhomes Subdivision (this "Declaration") is made effective this twelfth day of April, 2002, by Heron Brook, L.L.C., an Idaho limited liability company ("Declarant").

ARTICLE I: RECITALS

Section 1. Property Covered

The property subject to this Declaration is the property legally described in the attached Exhibit A, which is made a part hereof, together with any other property made subject to this Declaration pursuant to the terms herein (the "Property"). This Declaration is for the benefit of any and all owners of any portion of the Property.

Section 2. Purpose of Declaration

The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, conditions and equitable servitudes (collectively "Restrictions") that will apply to the Property, and use of any and all portions thereof. The Restrictions are designed to protect, enhance and preserve the value, amenities, desirability, and attractiveness of the Property in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Declarant hereby declares that the Property, and each lot, dwelling, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, used, occupied and improved subject to the following terms and Restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness thereof. The Restrictions set forth herein shall run with the land constituting the Property, and with each estate therein, and shall be binding upon any person or entity, and their successors, agents and assigns having or acquiring any right, title or interest in the Property or any lot, dwelling, parcel or portion thereof; shall inure to the benefit of every lot, dwelling, parcel or portion of the Property and any interest therein; and may be enforced by Declarant, any of its grantees or grantees' successors, and any owner or owners' successors of the Property or any lot, dwelling or portion thereof.

ARTICLE III: DEFINITIONS

Section 1. Architectural Review Committee

"Architectural Review Committee" shall mean the architectural review committee of the Association established pursuant to Article XII herein.

Section 2. Assessments

"Assessments" shall mean Regular Assessments, Special Assessments and Limited Assessments.

Section 3. Association or Corporation

"Association" or "Corporation" shall mean and refer to the Heronbrook Subdivision Homeowners' Association, its successors and assigns.

Section 4. Board

"Board" shall mean and refer to the Board of Directors of the Association.

Section 5. Common Area

"Common Area" shall mean all real property (including the Improvements thereto) owned by the Association for the common use and enjoyment of the Owners, including private roads as defined in Article VII. The Common Area is legally described on the attached Exhibit B₁ which is made a part hereof.

Section 6. Declarant

"Declarant" shall mean and refer to Heron Brook, L.L.C., a limited liability company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. Dwelling Unit

"Dwelling Unit" shall mean and refer to the residential Improvement to be constructed on each Lot by Declarant.

Section 8. Improvement

"Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed, placed upon or allowed on, under or over any portion of the Property, including, without limitation, Dwelling Units, fences, streets, roads, drives, driveways, parking areas, sidewalks, bicycle paths, curbs, landscaping, walls, hedges, plantings, trees, living and/or dead vegetation, rocks, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, recreational facilities, grading, road construction, utility improvements, removal of trees and other vegetation, landscaping, and any new exterior construction or exterior improvement which may not be included in the foregoing.

Improvement(s) includes both original improvements existing on the Property on the date hereof and all later changes and Improvements.

Section 9. Limited Assessment

"Limited Assessment" shall mean a charge against a particular Owner and such Owner's Lot, directly attributable to the Owner, equal to the cost incurred by the Association in connection with corrective action performed pursuant to the provisions of this Declaration or any supplemental declaration, including, without limitation, damage to the Pressurized Irrigation System or any Common Area, or the failure of an Owner to keep his or her Lot or Dwelling Unit in proper repair, and including interest thereon.

Section 10. Lot

"Lot" shall mean and refer to any plot of land shown upon the Heron Brook Subdivision final plat and/or any other recorded subdivision plat of the Property, with the exception of the Common Area. A copy of the Heron Brook Subdivision final plat is attached hereto as Exhibit C, and made a part hereof.

Section 11. Member

"Member" shall mean each Person holding a membership in the Association, including Declarant.

Section 12. Mortgage

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

Section 13. Mortgagee

"Mortgagee" shall mean and refer to the holder of any mortgage or deed of trust encumbering any Lot within the Property.

Section 14. Owner

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

Section 15. Person(s)

"Person(s)" shall mean any individual, partnership, corporation or other legal entity, including Declarant.

Section 16. Pressurized Irrigation System

“Pressurized Irrigation System” shall mean that certain irrigation system discussed in Article VII, including, without limitation, the water rights, well, pump, main lines, valves, clocks, service lines and heads.

Section 17. Property

“Property” shall mean and refer to that certain real property legally described on the attached Exhibit A, and such annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 18. Regular Assessments

“Regular Assessments” shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Common Area and Pressurized Irrigation System, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 19. Special Assessments

“Special Assessments” shall mean that portion of the costs of any capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments paid to the Association pursuant to the provisions of this Declaration or any supplemental declaration.

ARTICLE IV: PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment of Common Area

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any assessment against his or her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its rules and regulations.

Section 2. Delegation of Use

Any Owner may delegate his or her right of enjoyment to the Common Area and related facilities to the members of his or her family, guests, invitees or contract purchasers who reside on the Property.

Section 3. Encumbrance of Common Area

The Common Area cannot be mortgaged or conveyed without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Dwelling Unit is through any portion of the Common Area, any conveyance or encumbrance of the Common Areas shall be subject to an easement of the Owners of such Dwelling Units for the purpose of ingress and egress. See recorded Final Plat for easements.

Section 4. Dwelling Units

All Lots, except the Common Areas, are designated for the construction of single-family Dwelling Units.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Classes

The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all Owners and shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to a Class A membership when, and if, Declarant has sold all Lots within the Property. Common Lots and Improvements will be quit claimed to the Association at this time.

ARTICLE VI: USE AND REGULATION OF USES

Section 1. Single Family Residences

Each Lot shall be used for single-family residential purposes only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the

Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

Section 2. Minimum Age Requirement

To the extent permitted by law, including the Fair Housing Amendments Act of 1988, no person may regularly reside upon or occupy a Lot unless at least one person fifty-five years of age or older regularly resides upon or occupies said Lot. A minimum of eighty percent (80%) of residents must be fifty-five years of age or older.

Section 3. Parking

Designated uncovered guest or visitor parking areas (which include all paved areas within the Property other than carports and uncovered parking areas on private lots adjacent to carports) are restricted to use for temporary parking, as defined below, of operative motor vehicles of guests, invitees and licensees of Owners, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Dwelling Unit. Notwithstanding the foregoing, the parking of equipment, motor homes, campers, trailers, boats and other recreational vehicles on the Property is strictly prohibited, unless parked within an Owner's carport (loading and unloading are permitted provided such activities do not exceed four (4) hours). For purposes of this Section, "temporary parking" shall mean the parking of operative motor vehicles (other than motor homes, campers, trailers, boats and other recreational vehicles) for no more than forty-eight (48) hours per vehicle, per month.

On-street parking is prohibited within the development and restricted to Blue Heron Lane. This includes deliveries, but will be required during construction in the initial period to allow Declarant and sub-contractor's to build.

The Board may require removal of any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored. If the same is not removed after three (3) days' written notice, the Board may cause removal at the risk and expense of the Owner thereof. Any other item or equipment determined by the Board to be objectionable may be similarly removed.

Section 4. Compliance With Laws and Waste

No Owner shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Area, which would be in violation of any laws, rules, regulations or ordinances. Use or manufacture of illicit drugs is forbidden and to be reported to authorities immediately. Alcohol consumption in common areas is to be by permission of the board. The Association is not liable for any illegal acts committed on the premises including acts resulting from excessive consumption of alcohol. No waste shall be permitted in the Common Areas, Lots or any Dwelling Unit except trash cans/recycling bins to be stored in exterior utility closets near carports. Trash cans will be required to be brought to the curb for collection by Sanitary Services (rollers recommended). An enclosed trash bin may be located at the end of Waterbury Ln. for common use and overflow of individual trash cans.

Section 5. Signs

No sign of any kind shall be displayed on any Lot or Dwelling Unit without the prior written consent of the Board; provided however, one sign of not more than four (4) square feet advertising the Lot for sale/rent may be installed on any Lot, but the sign shall be removed within five (5) days following sale/rent. Notwithstanding the foregoing, Declarant may display any sign it sees fit on any portion of Property owned by Declarant.

Section 6. Pets

No animals (which term includes livestock, domestic animals, poultry, reptiles and any other living creature of any kind) shall be raised, bred or kept in any Dwelling Unit, Lot or in the Common Area, whether as pets or otherwise, except as may be allowed by rules and regulations adopted by the Board; provided however, that this provision shall not prohibit Owners from having two (2) or less dogs and/or cats (i.e. an Owner may have a maximum of two (2) dogs, two (2) cats or one (1) dog and one (1) cat). The Board may at any time require the removal of any animal, including domestic dogs and cats, which it finds is creating unreasonable noise or otherwise disturbing the Owners unreasonably, in the Board's determination, and may exercise this authority for specific animals even though other animals are permitted to remain. All dogs shall be walked on a leash only and shall not be allowed to roam or run loose, whether or not accompanied by an Owner or other person. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats preferably in sealed plastic bags. Refer to Storm Water Best Management Practices of Idaho Cities and Counties CH. 7, PG. 19 and the Stormwater Maintenance Manual to protect grassy swales from impact of pets and prevention of fecal coliform bacteria pollution. Scoop rules are to be strictly enforced.

Section 7. Nuisance

No noxious or offensive activity shall be carried on in any Dwelling Unit, Common Area or Lot, or shall anything be done therein which may be or become an annoyance or nuisance to other Owners. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area, and no odor shall be permitted to arise from any portion of the Property so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants or residents, or to any other property in the vicinity thereof or to its occupants or residents. No noise, no exterior fires, no obstructions of pedestrian walkways, no unsightliness, or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or residents or to other property in the vicinity or to its occupants or residents, as determined by the Board, in its reasonable judgment, or in violation of any state or local law or ordinance. Without limiting the generality of any of the foregoing, no whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Architectural Review Committee), flashing lights or search lights, shall be located, used or placed on the Property. No unsightly articles shall be permitted to remain on any Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, recycling bins, trash cans, dog houses, any type of equipment, gas canisters, propane gas tanks, barbecue equipment, heat pumps or air-conditioners, firewood, compressors, containers, and the like shall be screened from view at all times. Trash, refuse, garbage, lumber, grass, shrub or tree clippings, metals, bulk material, and scrap will not be stored on the lots.

Exterior storage closets and fencing have been provided for this purpose. No clothing or fabric shall be hung, dried or aired in such a way as to be visible to any other portion of the Property. In addition, no activities shall be conducted on the Property, and no Improvements shall be constructed on any Property which are or might be unsafe or hazardous to any Person or property.

Section 8. Common Areas

Nothing shall be altered or constructed in or removed from the Common Area except upon written consent of the Board and in accordance with procedures required herein or by law.

Section 9. Exterior and Interior Maintenance

Each Owner shall be responsible for maintenance, and shall keep in good condition the entire interior of his unit, the exterior windows and screens, lights, air conditioner, front door, all exterior doors, his driveway, walkway and patio. Snow removal for private parking spaces and walkways will be the homeowner's responsibility, and can be contracted with the Association's contractor but the Association accepts no liability for snow removal or any accidents due to lack of snow removal. Each owner is also responsible for any damage he or any of his party may inflict on his unit, any common area or other unit.

The Association shall maintain and keep in good condition the roof shingles, siding, soffit, fascia, gutters, downspouts, streets (private), curb, gutter, common sidewalks, street lights, common area (landscaping, sprinklers, mailboxes, etc.), fencing and snow removal in streets, garbage removal and recycling.

Section 10. Exterior Improvements

No Owner shall install or place any item on any Lot or the exterior of his or her Dwelling Unit or on any building without the consent of the Board and the Architectural Review Committee, including, without limitation, any fences or landscaping. The Architectural Committee shall not allow any fence or vegetation which may materially obstruct the view of any other Owners or occupants of Dwelling Units, other than fences or vegetation constructed, planted and placed upon the Property by Declarant. Lots encroaching the Jackson Drain may in no way obstruct the maintenance by Nampa-Meridian Irrigation District. Reference the License Agreement for Encroachment and Discharge #101021627.

Section 11. Carports

To the extent possible, carports must remain clean and free of unsightly debris or any equipment and will not be used for storage other than for cars or bicycles unless approved by the Board.

Section 12. Outbuildings

Storage and other outbuildings are strictly prohibited unless approved by the board.

Section 13. Fences

Any fencing must be approved by the Architectural Review Committee except as installed by declarant.

Section 14. Insurance

Nothing shall be done or kept in any Dwelling Unit, Lot or Common Area which will increase the rate of insurance on the Common Area, Pressurized Irrigation System or any other Dwelling Unit without the prior written consent of the Board. Each Owner must maintain a homeowner's insurance policy insuring the homeowner from loss by fire, theft, or all other loss or damage. See Section 1(d), Article XII, page 13.

Section 15. Ditch

Each Owner is hereby warned of the dangers presented by the open drain ditch of the Nampa Irrigation District, located near the north side of the Property. The Gravel Access Path along the ditch bank is seen as inherently dangerous and Owner's are warned for risk of injury. **Each Owner by accepting a deed to any portion of the Property hereby covenants and agrees to hold the Declarant and the Association and Nampa Irrigation District harmless from any and all liability for damages or injuries to their children, guests, agents, or invitees caused by or occurring in or around said ditch.** Children are not to play in or around this ditch. Banks are unstable, and the force of water to great.

All Owners are hereby notified that the Nampa Irrigation District owns an exclusive seventy-five foot (75') easement extending thirty-five feet (35') from the centerline of the District's ditch known as the Jackson Drain upon which no trees, shrubs, or structures of any kind shall be located or constructed (approximately 18' from the edge of bank). All such encroachments are removable at the District's convenience. Reference the NMID License Agreement for Encroachment and Discharge #101021627.

ARTICLE VII: PRIVATE ROADS

It is hereby reserved for the use and benefit of Declarant and granted for the use and benefit of each lot, and for the use and benefit of each owner, and their respective successors and assigns, for the purposes incidental to the use and enjoyments of the Lots, a perpetual easement to enter on, over, across and through Lot 27, Block 1 as shown on the recorded subdivision plot for the property (herein private roads) which private roads are to be used for ingress to and egress from each Lot, as well as being a utilities easement. In addition and pursuant to the recorded plat of the property Lots 1,2-26, 28 & 29-39, Block 1 contains perpetual public utility, storm drainage and irrigation easements. Lot 25, Block 1 contains an emergency vehicle turnaround and ingress/egress easement for lot 24. Refer to recorded Plat, BK 82,PG 9019. It is expressly understood and agreed that easements herein created shall be absolutely nonexclusive and in all respects the private roads shall be used, and available for use, by all such persons, their guests, invitees and licensees in the same manner as if the private roads were a public road, subject to the restrictions contained in this Declaration and the right of the Board to impose such rules, regulations and restrictions as may be necessary, required or convenient to assure the privacy, safety, security and well being of each such lot and the owners residing within

the property, provided, however, that such lot shall not deprive or unreasonably restrict any of such owner's right to have access to and from such lot.

ARTICLE VIII: PRESSURIZED IRRIGATION SYSTEM AND WATER RIGHTS

Section 1. Dual Water Supply

Potable (drinkable) water will be supplied to the property by the City of Meridian. Non-potable (do not drink) water will be supplied by a pressurized irrigation system which includes a pump house, water well, main lines, service lines, valves, and other facilities located on the Property using the existing water right discussed in Section 2 below. The Nampa-Meridian Irrigation District will operate and maintain a portion of the irrigation system for a fee, and it will be the responsibility of the Homeowners Association to pay these fees and repair the rest of the system. **The Pressurized Irrigation System will be used for all irrigation, including the irrigation of the Common Area and Lots with a well as a back up system when the Irrigation water is not available. By accepting a deed to any portion of the Property, each Owner hereby covenants and agrees to hold the Declarant and the Association harmless from any and all liability for damages, or injuries to their children, guests, agents, or invitees caused by the Pressurized Irrigation System. Refer to the Nampa-Meridian Irrigation District Maintenance Agreement for maintenance requirements of the Pressurized Irrigation System.**

Section 2. Water Rights Appurtenant to Property

Declarant owns the water rights which are appurtenant to the Property and which will be utilized in the Pressurized Irrigation System. Upon conveyance of the Lots to Owners, Declarant will reserve in itself any and all water rights appurtenant to the Property, and accordingly, Owners of any and all Lots shall have no right, title or interest in any of said water or water rights. Declarant will transfer these water rights to the Association for use in the Pressurized Irrigation System. Reference Department of Water Resources Permit to Appropriate Water NO. 63-31364. A mitigation plan for irrigation of common lots is to be filed. Reference the Nampa-Meridian Irrigation District Maintenance Agreement and the License Agreement for Discharge and Encroachment in the Jackson Drain.

Section 3. Reservation of Easement

Declarant hereby reserves an easement for all main lines, service lines, heads, pumps and other equipment on, over, across, and through all Lots and Common Areas to the extent reasonably required to operate and maintain the Pressurized Irrigation System, not to supercede the reservation of easements as outlined in the Nampa-Meridian Irrigation District Construction Contract, Bill of Sale, Maintenance Agreement, and/or the License Agreement for Discharge and Encroachment in the Jackson Drain.

Section 4. Storm Drainage Facility Maintenance

For Storm Drainage Facility maintenance and operation required of the Homeowner's Association refer to the Maintenance and Operation Manual. This will include heavy and light maintenance per Ada County Highway District guidelines of drainage swales, sand and grease traps, storm drains, storm boxes, etc. Ada County Highway District reserves the right to inspect such facilities, and if necessary, promptly perform any required maintenance and may assess the costs of required maintenance to the Homeowner's Association or to the property within the development, including the use of liens and/or assessment of maintenance costs against the real property taxes owed by the lots within the development. Easements reserved for Ada County Highway District for storm drain maintenance are noted on the recorded plat. Any proposed changes to the storm drainage system must be approved by the Highway District, et al.

Refer to the Nampa-Meridian Irrigation District License Agreement for Discharge and Encroachment for maintenance requirements concerning the Jackson Drain including cleaning and removal of silt and debris. Lots encroaching on the drain must be kept clear for maintenance per the License Agreement. The Homeowner's Association will be responsible to coordinate with NMID Maintenance to provide for removal of debris from drain cleaning off-site at the Association's expense, upon notice of required maintenance from NMID.

All surface drainage will be discharged to the drainage swales on site for private roads or to the Jackson Drain for Blue Heron Lane. No deleterious, hazardous, or toxic materials are to be dumped, disposed of or allowed to enter the storm drain system including detergents, oil, auto products of all kinds, household products of any and all kinds, etc.. No car washing is allowed within the subdivision including on Blue Heron Lane as this eventually will go to stream or swale and require maintenance. Consideration of environmental concerns is the homeowner's responsibility including pollution prevention and water quality.

ARTICLE IX: SPECIFIC LOT USES AND RESTRICTIONS

Section 1. Lot 1,25,26,38&39 , Block 1

Lot 1, Block 1 is a Common Area which shall be owned and maintained by the Association. Lot 25, Block 1 is a Common Area which shall be owned and maintained by the Association. Lot 26, Block 1 is a Common Area which shall be owned and maintained by the Association. Lot 27, Block 1 is a Common Area which shall be owned and maintained by the Association. Lot 38, Block 1 is a Common Area which shall be owned and maintained by the Association.

Section 2. Lots 1-25 , Block 1

Lots 2-25, Block 1 are encumbered by a 1.5 foot drainage ditch easement encroachment owned by the Nampa Irrigation District. Refer to the NMID License Agreement for Encroachment and Discharge. Lot 1, Block 1 common area lot is within the 35 foot easement along the Jackson Drain also. These areas are to be kept clear of all but grass and gravel path.

ARTICLE X: INSURANCE

Section 1. Insurance

The Association shall obtain insurance from insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Association deems necessary or advisable, which shall include, without limitation, the following policies to the extent its is possible for the Association to obtain the same:

(a) Fire insurance including those risks embraced by coverage of the type known as the broad form or "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all equipment and fixtures located within the Common Area and of all equipment and fixtures associated with the Pressurized Irrigation System; Building Exteriors, Carports.

(b) Comprehensive general liability insurance insuring the Association and the Owners, and the individual grantees, agents and employees, invitees and guests of each of the foregoing against any liability incident to the ownership, management, maintenance and/or use of the Property. Limits on liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per occurrence with respect to personal injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Declaration;

(c) Full coverage directors' and officers' liability insurance for the Association's directors and officers with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000) or such amounts in excess thereof which the Association determines is commercially reasonable and prudent under the circumstances after taking into account inflation occurring after the execution of this Declaration;

(d) Such other insurance, including motor vehicle insurance and worker's compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Association 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.

Section 2. Insurance Proceeds

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, if any, in such proceeds and to deal therewith.

Section 3. Premiums Included in Assessments

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

ARTICLE XI: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments, including, without limitation, annual assessments for all exterior maintenance and maintenance of the Common Area, Pressurized Irrigation System and for any and all insurance premiums and reserves the Association deems advisable, (2) Special Assessments, including, without limitation, for capital Improvements, and (3) Limited Assessments. Regular, Special and Limited Assessments, together with interest, costs, late fees and reasonable attorney's fees, shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for any construction, maintenance, and operation of the Common Area, Pressurized Irrigation System and Lots.

Section 3. Uniform Rate of Assessment

Regular and Special Assessments must be fixed at a uniform rate for all Lots.

Section 4. Date of Commencement of Annual Assessments; Due Dates

The Regular Assessments provided for herein shall commence as to all Lots on the first day of the month six (6) months following the closing of the sale of the first Lot from Declarant to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the Regular Assessments against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the Regular Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board, which may be quarterly or monthly as the Board, in its sole discretion, shall determine. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at a rate equal to the lessor of twelve percent (12%) or the highest rate allowed by applicable law. The date of delinquency is the date which is thirty (30) days after the due date of any assessment. Additionally, a late fee of \$15.00 shall be added to and charged on each Assessment which is not paid by the date of delinquency. The Association may

bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Pressurized Irrigation System, Common Area or abandonment of his or her Lot.

Section 6. Subordination of the Lien to Mortgages

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

ARTICLE XII: AUTHORITY OF BOARD OF DIRECTORS

Section 1. Authority of Board

The Board for the benefit of the Corporation and the Owners shall enforce the provisions of this Declaration and the Association's articles and by-laws, shall have all powers and authority permitted to the Board under the Association's articles of incorporation and by-laws and this Declaration, and shall acquire and shall pay for, out of a common expense fund to be established by the Board, all goods and services requisite for the proper functioning of the Corporation and the Property, including but not limited to the following:

(a) Operation, maintenance and management of the Common Areas and Pressurized Irrigation System, including repair and replacement of property damaged or destroyed by casualty loss.

(b) Water, sewer, garbage collection, electrical, and any other utility service as required for the Common Area and Pressurized Irrigation System. If one or more common or pressurized irrigation systems are not separately metered, the above-described utility services may be paid as a common expense, and the Board may by reasonable formula allocate a portion of such expense to each such Dwelling Unit involved as a portion of its annual assessments. The Board may arrange for special metering of utilities as appropriate.

(c) Maintenance and repair of storm drains located on the Property, except for those storm drains located on or within the right-of-way of any street, road, alley or other land dedicated to public use except as required per the Maintenance Manual.

(d) Policies of insurance providing coverage for fire and other hazard, public liability and property damage, and fidelity bonding as the same are more fully described in the by-laws or this Declaration. Each Owner shall be responsible for his or her own insurance on the contents and interior of his or her Dwelling Unit (including walls in), his or her additions and Improvements to his or her Dwelling Unit, and decorating and furnishings, and his or her Personal property stored elsewhere on the Property, and his or her personal liability or injury insurance.

(e) The services of Persons as required to properly manage the affairs of the Corporation to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Property.

(f) Legal and accounting services necessary or proper in the operation of the Corporation's affairs, administration of the Property, or the enforcement of this Declaration.

(g) Any other materials, supplies, labor services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Property or for the enforcement of this Declaration; provided that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Dwelling Units or their Owners, the cost thereof shall be treated as a Limited Assessment and charged to the Owners of such Dwelling Units.

(h) Maintenance and repair of any Dwelling Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect or preserve the appearance and value of the Property, and the Owner or Owners of said Dwelling Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner or Owners, provided that the Board shall levy a Limited Assessment against the Dwelling Unit of such Owner or Owners for the cost of such maintenance or repair.

(i) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Property or any part thereof, which is claimed to or against the Property, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Dwelling Units responsible to the extent of their responsibility.

(j) The Board shall not make any non-budgeted expenditure in excess of \$1,000.00 without the approval thereof by two-thirds (2/3) of each class of Members voting thereon at a meeting called for such purpose, except for an emergency threatening the security of any Improvement on the Property.

(k) See attached Exhibit D for additional expenses subject to assessment by the Board.

The Board shall have the absolute right to adopt any rules and regulations it deems to be in the best interest of the Property and the Owners. By accepting a deed to any portion of the Property, an Owner hereby covenants that they will adhere to any such rules or regulations. In addition, the Board shall have the absolute right to hire or otherwise contract with independent third parties to operate, maintain and manage the Common Areas and Pressurized Irrigation System, and to perform any other right, duty or obligation of the Board or Association.

Section 2. Easement

The Board and its agents and employees shall have, and are hereby granted, a permanent easement of ingress and egress to enter upon each Lot for the purposes of performing repairs, maintenance and care of the Property as provided herein or for otherwise discharging the responsibilities and duties of the Board as provided in this Declaration.

Section 3. Non-Waiver

The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms or Restrictions of this Declaration, or of the Association's articles of incorporation or by-laws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, or Restriction, but such term, or Restriction shall remain in full force and effect. Failure by the Board to enforce any such term or Restriction shall not be deemed a waiver of the right to do so thereafter, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board. This Section also extends to the Declarant exercising the powers of the Board during the initial period of operation of the Corporation.

Section 4. Limitation of Liability

The Board shall not be liable for any failure of any utility or other service to be obtained and paid for by the Board, or for injury or damage to a Person or property caused by the elements, or by another Dwelling Unit or Person; or resulting from electricity, gas, water, rain, dust or sand which may lead or flow from pipes, drains, conduits, appliances, or equipment, or from articles used or stored by Owners on the Property or in Dwelling Units. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or Improvements to the Property or from any action taken to comply with any law, ordinance, or order of a governmental authority. This Section shall not be interpreted to impose any form of liability by implication, and shall extend to and apply also for the protection of the Declarant exercising the powers of the Board during the initial period of operation of the Corporation and the Property.

Section 5. Indemnification of Board Members

Each member of the Board shall be indemnified by the Corporation and the Owners against all expenses (including attorney's fees), judgments, liabilities, fines and amounts paid in settlement, or actually and reasonably incurred, in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by or against the Corporation or against the Board member and incurred by reason of the fact that he or she is or was a Board member, if such Board member acted in good faith and in a manner such Board member believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Board member's conduct was unlawful. This Section shall extend to and apply also to the indemnification of the Declarant during the initial period of operation of the Corporation and the Property.

ARTICLE XIII: ARCHITECTURAL REVIEW COMMITTEE

Section 1. Charter of Architectural Review Committee

The charter of the Architectural Review Committee is to represent the collective interests of all Owners, and to help individual Owners who wish to make alterations.

Section 2. Authority of Architectural Review Committee

The Association is authorized to appoint an Architectural Review Committee (hereinafter referred to as the "Committee"). Each Owner, by acceptance of a deed for his or her Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to be bound by the terms and conditions of this Declaration, including the standards and process of architectural review. Declarant will act as this committee during the initial operation period of the Corporation and the property.

Section 3. Architectural Control

No Improvement, including, without limitation, structural, architectural, deck, patio, fence, landscaping, permanent exterior affixed decoration, exterior lighting or heating, cooling and other utility systems shall be altered, erected, or placed on the Property unless and until the building, plot or other plan has been reviewed in advance by the Committee and same has been approved in writing, and a Meridian building permit has been acquired, if required by law. The review and approval may include, without limitation, topography, finish, ground elevations, landscaping, lighting, drainage, color, material, design, conformity to other residences in the area, and architectural symmetry and compliance with all building code and city ordinance requirements.

Section 4. Review of Proposed Alteration

The Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties from time to time as may be assigned to it by the Board, including the inspection of construction in progress. The Committee may condition its approval of proposals upon the agreement of the Owner to an additional assessment for the cost of maintenance and the payment of an architectural review processing fee. The Committee may require submission of additional plans or review by a professional architect. The Committee may issue guidelines setting forth procedures for the submission of plans for approval. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation floor plans, site plans, drainage plans, elevations, drawings and description of samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications the Committee may postpone review of plans. Decisions of the Committee and the reasons therefore shall be transmitted by the Committee, in writing, to the applicant at the address set forth in the application for approval within thirty (30) days after filing all materials required by the Committee.

Section 5. Inspection of Approved Alterations

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

(a) Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the Committee.

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

(c) If upon the expiration of thirty (30) days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by any proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including the levy of a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

Section 6. Review of Unauthorized Alterations

The Committee may identify for review, alterations which were not submitted to the approval process as follows:

(a) The Committee or its duly authorized representative may inspect such unauthorized alteration.

(b) If the Committee finds that the work is in noncompliance it shall notify the Owner and the Board in writing of such noncompliance. Upon notice the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same.

(c) If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling. If the Owner does not comply with the Board ruling within such period, the Board, at its option, may exercise its right to enforce the provisions of this Declaration, by a proceeding at law or in equity on behalf of the Association, and may take such other actions as are appropriate, including levy of a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

ARTICLE XIV: RELEASE

By accepting the deed to any portion of the property an Owner hereby releases, remises, discharges, acquits, indemnifies and holds harmless the Declarant from any and all liability in all manner of actions, causes of actions, claims, suits, debts, sums of

monies, covenants, contracts, controversies, agreements, compromises, variances, rights, damages, losses, costs, legal or other expenses, attorneys fees, judgments, executions, obligations, claims, demands of any kind whatsoever whether vested or contingent in law or in equity, foreseen or unforeseen, suggested or unsuggested, known or unknown now asserted or not asserted which may have arisen or may arise as a result of or by reason of or in connection with or association with the property.

ARTICLE XV: GENERAL PROVISIONS

Section 1. Enforcement

The Association, Declarant and/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 provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability

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

Section 3. Amendment

The terms and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by Declarant (assuming Declarant owns two-thirds (2/3) or more Lots), Declarant and not less than two-thirds (2/3) of all other Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Amendments shall be in the form of supplement declarations, and must be recorded in the records of Ada County, Idaho.

Section 4. Annexation

Additional residential property and Common Area may be annexed to the Property by Declarant or with the consent of two-thirds (2/3) of each class of Members. Annexations shall be accomplished by supplemental declarations to this Declaration recorded in the records of Ada County, Idaho.

Section 5. Duration and Applicability to Successors

The covenants, conditions, and restrictions set forth in this Declaration shall run with the land and shall inure to the benefit of and be binding upon the Declarant and all Lot Owners and their successors in interest.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 22 day of April, 2002.

HERON BROOK L.L.C., an Idaho Limited Liability Company

By *Glen Anders*
Managing Member

STATE OF IDAHO)
 : ss.
County of Ada)

On this 22nd day of April, 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared Glen Anders, known or identified to me to be the Managing Member of Heron Brook L.L.C., the person who executed the foregoing instrument on behalf of said limited liability company, and acknowledged to me that Heron Brook L.L.C. executed the same.

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

(SEAL)

Desiree A. Mayden
Notary Public for Idaho
Residing at *Ramp*, Idaho
My Commission Expires: *3-9-2006*

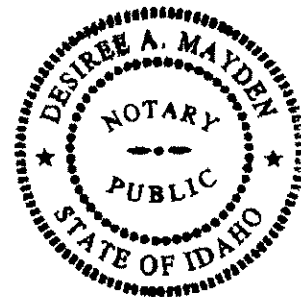


EXHIBIT "A"

A parcel of land being a part of Government Lot 5 of Section 6, Township 3 North, Range 1 East of the Boise Meridian, Ada County, State of Idaho, more particularly described as follows:

Commencing at the West quarter section corner of said Section 6; thence North 89°25' East 25.00 feet along the East-West half section line to an iron pin on the East side of Meridian Street, the REAL POINT OF BEGINNING; thence continuing North 89°25' East 1063.67 feet to the Southeast corner of said Lot 5, marked by a stone with a + chiseled on the top; thence along the East boundary of said Lot 5 North 0°08' East 624.66 feet to an iron pin; thence North 66°57' West 37.03 feet to an iron pin; thence South 0°00' 72.74 feet to an iron pin; thence North 90°00' West 528.00 feet to an iron pin; thence North 0°00' 82.50 feet to an iron pin; thence South 90°00' West 503.00 feet to an iron pin on the East side of Meridian Street; thence along the East side of Meridian Street South 0°00' 659.75 feet to the POINT OF BEGINNING;

EXCEPT the following portion of the above-described property:

Beginning at the West quarter corner of Section 6, Township 3 North, Range 1 East, Boise Meridian; thence running North along said Section line a distance of 577.05 feet to the REAL POINT OF BEGINNING; thence running North along said section line a distance of 82.05 feet to a point; thence running East a distance of 528.00 feet to a point; thence running South a distance of 82.05 feet to a point; thence running West a distance of 528.00 feet to the REAL POINT OF BEGINNING.

AND ALSO EXCEPT a parcel of land being a part of Government Lot 5 of Section 6, Township 3 North, Range 1 East of the Boise Meridian, Ada County, State of Idaho, more particularly described as follows:

Beginning at the Northwest corner of Section 6, Township 3 North, Range 1 East, Boise Meridian; thence South 00°16'37" West 2658.23 feet along the Westerly boundary of the Northwest quarter of said Section 6, also being the centerline of Meridian Road, to the Southwest corner of Government Lot 5 of said Section 6; thence leaving said Westerly boundary of Government Lot 5 of Section 6 North 89°34'50" East 25.00 feet along the Southerly boundary of Government Lot 5 of said Section 6 to an iron pin on the Easterly right of way line of Meridian Road; thence leaving the said Easterly right of way line of Meridian Road and continuing North 89°34'50" East 926.34 feet along the Southerly boundary of Government Lot 5 of said Section 6 to an iron pin, said pin being the REAL POINT OF BEGINNING; thence continuing North 89°34'50" East 139.19 feet along the Southerly boundary of Government Lot 5 of said Section 6 to an iron pin marking the Southeast corner of Government Lot 5 of said Section 6; thence leaving said Southerly boundary of Government Lot 5 of Section 6, North 00°17'35" East 624.66 feet along the Easterly boundary of Government Lot 5 of said Section 6 to an iron pin; thence leaving said Easterly boundary of Government Lot 5 of Section 6, North 66°47'10" West 37.03 feet to an iron pin; thence South 00°09'50" West 72.74 feet to an iron pin; thence North 89°50'10" West 1031.67 feet to an iron pin on the Easterly right of way line of Meridian Road; thence South 00°16'37" West 206.33 feet along the Easterly right of way line of said Meridian Road and 25.00 feet Easterly of and parallel to the Westerly boundary of Government Lot 5 of said Section 6 to an iron pin; thence leaving said Meridian Road right of way South 68°30'07" East 993.65 feet along the centerline of Jackson Drain to the POINT OF BEGINNING.

AND ALSO EXCEPT ditch and road rights-of-way.

AND ALSO EXCEPTING THEREFROM any portion lying within Jackson Drain.

EXHIBIT B

LEGAL DESCRIPTION OF COMMON AREA

EXHIBIT D

ASSESSMENT OF EXPENSES

Expenses subject to assessment shall include, but not be limited to:

- Parking lot upkeep repair and improvement
- Street upkeep, repair and improvement
- Sewer line and facility upkeep, repair and improvement
- Common Area upkeep, repair and improvement, lawn, shrubs, fertilization, watering, etc.
- General signage for the Property
- Legal fees and costs
- Technical and accounting fees and costs
- Property management fees and costs
- Supplies for the Association
- Enforcement
- Water costs
- Pump and irrigation costs
- Advertising for the Association
- Compliance costs
- Assessments made but discharged or extinguished
- Required insurance
- Sidewalk
- Fencing
- Roof
- Exterior siding
- Upkeep, repairs and improvements
- Street lights
- Snow removal
- Garbage and waste removal
- Storm drain system maintenace and operation
- Jackson Drain maintenance/ debris removal