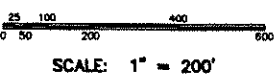


PLAT SHOWING
TRAILCREST SUBDIVISION
 LOCATED IN THE S1/2 OF THE SE1/4 OF SECTION 22, T.3N., R.1E., B.M.
 BOISE, ADA COUNTY, IDAHO
 2005
 Engineering NorthWest, LLC
 BOISE, IDAHO



CURVE DATA:					
CURVE	RADIUS	LENGTH	CHORD BEG	CHORD END	DELTA
C-1	345.00'	135.65'	N78°18'54"W	134.78'	22°31'43"

- LEGEND**
- FOUND BRASS CAP
 - SET 3/4" X 30" IRON PIN WITH PLASTIC CAP, PLS 7880
 - SET 1/2" X 30" IRON PIN WITH PLASTIC CAP, PLS 7880
 - FOUND 5/8" IRON PIN, AS NOTED
 - FOUND 1/2" IRON PIN, NO CAP, PLACED PLASTIC CAP, PLS 7880
 - FOUND 1/2" IRON PIN, REPLACE WITH 3/4" X 30" IRON PIN WITH PLASTIC CAP, PLS 7880
 - △ CALCULATED POINT, NOT SET
 - WITNESS CORNER UNLESS DIMENSIONED OTHERWISE
 - PROPERTY BOUNDARY
 - EASEMENT LINE
 - CENTERLINE
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - SECTION LINE
 - ⑩ LOT NUMBER
 - (58934131) DATA OF RECORD
 - ACHD STORM DRAIN EASEMENT SEE NOTE 7
 - (ALL EASEMENTS SHALL REMAIN FREE OF ALL ENCUMBRANCES AND OBSTRUCTIONS INCLUDING TREES & FENCES WHICH MAY ADVERSELY AFFECT THE DRAINAGE OR OPERATION AND MAINTENANCE OF THE FACILITY)

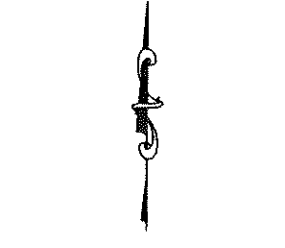
- NOTES:**
- 1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, PROPERTY IRRIGATION, AND BOISE CITY STREET LIGHT EASEMENT.
 - 2) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PROPERTY IRRIGATION AND PROPERTY DRAINAGE EASEMENT, UNLESS DIMENSIONED OTHERWISE.
 - 3) A TEN (10) FOOT WIDE PROPERTY DRAINAGE & PROPERTY IRRIGATION EASEMENT IS HEREBY DESIGNATED ALONG THE REAR LOT LINES EXCLUDING THE NORTH SUBDIVISION BOUNDARY, UNLESS DIMENSIONED OTHERWISE.
 - 4) THE OWNER SHALL COMPLY WITH IDAHO CODE SECTION 31-3805 OR ITS PROVISIONS THAT APPLY TO IRRIGATION WATER.
 - 5) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
 - 6) LOTS 1, BLOCKS 1 AND 2; LOT 36, BLOCK 2 AND LOT 13, BLOCK 3 ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE TRAILCREST NEIGHBORHOOD HOMEOWNERS ASSOCIATION. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF BOISE CITY. LOT 1, BLOCK 1 ALSO HAS A BLANKET BOISE CITY SANITARY SEWER EASEMENT. LOT 1, BLOCK 3 AND LOT 13, BLOCK 3 HAVE A BLANKET IRRIGATION EASEMENT FOR THE USE AND BENEFIT OF FIVE MILE ESTATES NORTH SUBDIVISION.
 - 7) A PORTION OF THE FOLLOWING LOTS: LOTS 3 & 4, 32 THROUGH 36, BLOCK 2; LOTS 2 & 3, 8 & 10, BLOCK 3 AS SHOWN ARE SERVED TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 104068411, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
 - 8) THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN. PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
 - 9) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.
 - 10) THIS SUBDIVISION IS SUBJECT TO BOISE CITY AVIGATION EASEMENT INSTRUMENT NO. 7880446.
 - 11) PARKING RESTRICTIONS IN BOISE CITY ARE ESTABLISHED TO SATISFY SECTION 303.4 OR THE INTERNATIONAL FIRE CODE, 2000 ED., ADOPTED UNDER TITLE 7 OF THE BOISE CITY CODE. FOR STREETS HAVING A WIDTH LESS THAN 36 FEET BACK OF CURB TO BACK OF CURB, PARKING SHALL BE RESTRICTED ON (1) ONE SIDE, FOR STREETS HAVING A WIDTH LESS THAN 26 FEET BACK OF CURB TO BACK OF CURB, PARKING SHALL BE RESTRICTED ON BOTH SIDES, AND FOR STANDARD ACHD CUL-DE-SAC, PARKING SHALL BE RESTRICTED ON BOTH SIDES.
 - 12) NO BUILDING PERMITS SHALL BE ISSUED ON ANY LOT IN THIS SUBDIVISION UNTIL THE PROVISIONS OF RECORDED INSTRUMENT NO. 10416442 HAVE BEEN FULFILLED AS DETERMINED BY THE CITY OF BOISE.



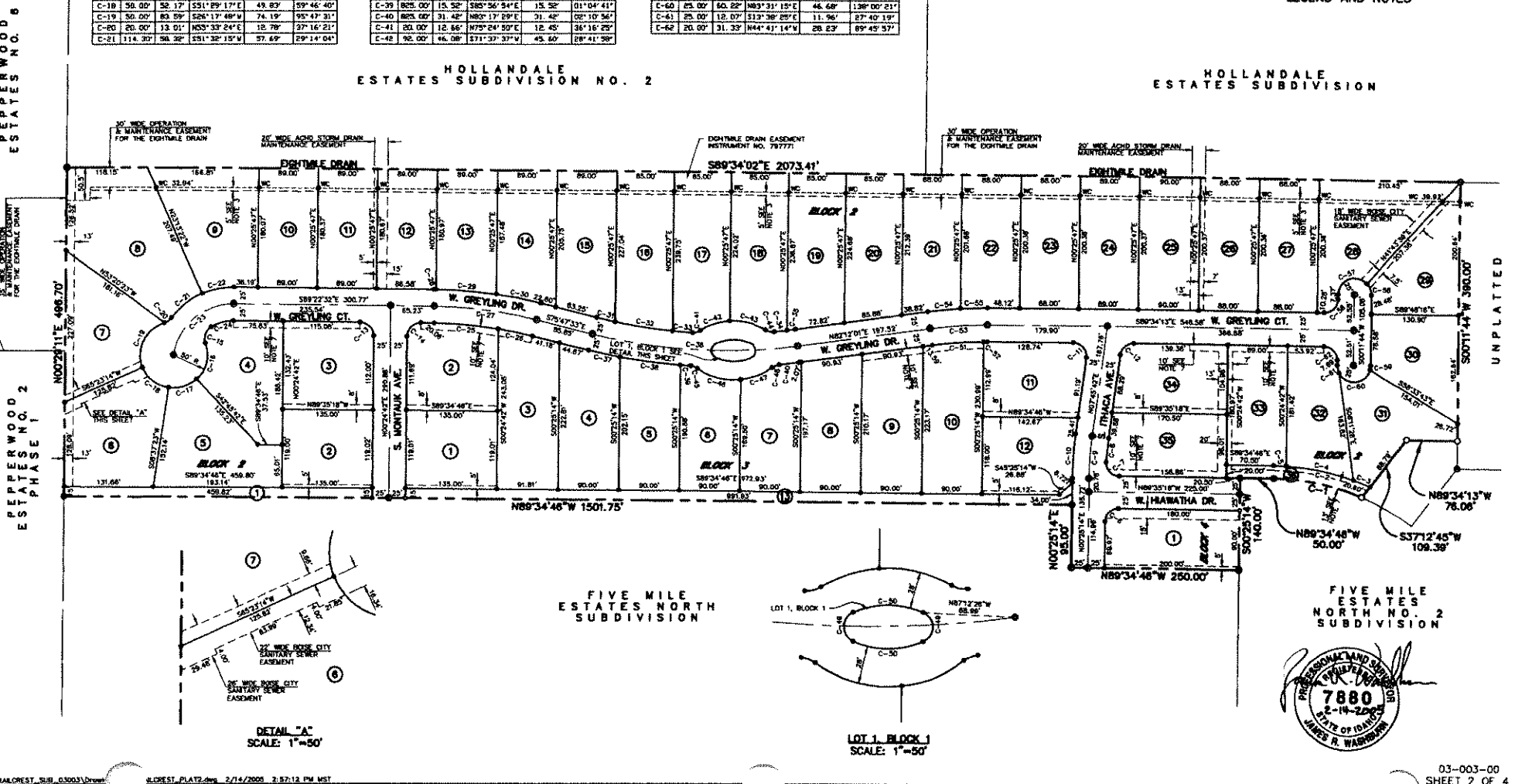
TRAILCREST SUBDIVISION 2005

Engineering NorthWest, LLC
BOISE, IDAHO

CURVE DATA:					CURVE DATA:					CURVE DATA:							
CURVE	RADIUS	LENGTH	CHORD BEC	CHORD DIST	DELTA	CURVE	RADIUS	LENGTH	CHORD BEC	CHORD DIST	DELTA	CURVE	RADIUS	LENGTH	CHORD BEC	CHORD DIST	DELTA
C-1	345.00	125.43	N78°18'54"W	134.78	22°31'42"	C-23	114.30	48.82	S70°23'22"W	48.45	24°58'11"	C-43	92.00	54.01	N73°34'55"W	55.15	34°36'59"
C-2	363.00	148.59	N77°55'00"W	147.57	23°19'31"	C-24	64.30	35.45	S74°49'52"W	35.00	31°35'11"	C-44	20.00	18.84	S77°15'30"E	12.43	30°19'23"
C-3	363.00	26.47	N88°19'54"W	26.44	04°09'18"	C-25	625.00	75.26	N85°00'33"W	95.17	08°43'59"	C-45	80.00	11.29	S70°19'04"W	11.14	32°20'22"
C-4	363.00	103.61	N78°32'29"W	103.27	16°15'53"	C-26	625.00	52.91	N78°13'03"W	52.89	04°51'01"	C-46	92.00	67.57	S75°11'09"E	66.06	42°04'59"
C-5	363.00	18.51	N88°07'36"W	18.51	02°54'20"	C-27	650.00	154.10	N82°39'03"W	153.74	13°34'59"	C-47	92.00	30.94	N67°54'21"E	30.29	31°43'33"
C-6	25.00	31.41	S45°24'58"W	28.28	89°59'28"	C-28	675.00	8.42	N89°16'23"W	8.42	00°18'18"	C-48	25.00	11.29	S68°12'44"W	11.14	32°20'22"
C-7	25.00	32.49	S43°03'24"E	29.03	93°09'49"	C-29	675.00	89.30	N85°25'50"W	89.24	07°34'49"	C-49	18.00	23.72	N02°01'58"E	21.90	130°21'52"
C-8	473.00	35.54	S25°37'07"W	35.52	04°17'12"	C-30	675.00	68.30	N78°41'59"W	68.27	05°47'52"	C-50	64.00	53.21	S89°58'52"E	51.69	47°39'08"
C-9	500.00	64.06	S04°05'28"W	64.02	07°20'28"	C-31	775.00	28.27	S74°50'15"E	28.27	02°05'24"	C-51	375.00	76.84	S84°01'42"W	76.78	07°39'24"
C-10	525.00	67.87	S04°05'28"W	67.82	07°20'28"	C-32	775.00	85.99	S81°03'40"E	85.95	06°21'26"	C-52	375.00	3.73	N89°51'24"W	3.73	00°34'22"
C-11	261.00	33.98	N40°54'15"W	30.03	97°19'55"	C-33	775.00	89.89	S85°20'40"E	89.89	02°12'35"	C-53	600.00	86.18	S85°18'54"W	86.10	08°15'46"
C-12	20.00	28.86	S49°05'45"W	26.42	82°40'25"	C-34	175.00	13.02	N83°52'32"E	13.02	01°59'16"	C-54	625.00	49.86	S84°25'09"W	49.85	04°34'13"
C-13	20.00	31.34	N44°28'53"W	28.27	89°47'14"	C-35	775.00	13.02	N83°52'32"E	13.02	01°59'16"	C-55	425.00	39.91	S80°58'02"W	39.90	03°39'30"
C-14	20.00	31.49	S45°31'02"W	28.34	90°12'44"	C-36	800.00	307.89	S86°47'46"E	305.99	22°00'24"	C-56	20.00	11.80	N81°18'44"E	28.34	80°14'03"
C-15	20.00	27.81	S19°12'10"W	25.62	79°40'14"	C-37	825.00	47.69	S77°26'54"E	47.66	03°18'43"	C-57	25.00	39.95	S88°52'40"W	46.59	137°25'42"
C-16	50.00	59.23	N13°18'10"E	55.83	67°52'15"	C-38	825.00	90.79	S82°15'24"E	90.74	06°18'18"	C-58	25.00	18.59	N21°04'20"W	18.16	42°36'08"
C-17	50.00	44.84	N78°55'50"E	43.25	51°02'09"	C-39	825.00	15.32	S85°56'54"E	15.32	01°04'41"	C-59	25.00	6.25	N07°21'24"E	6.23	14°19'21"
C-18	50.00	52.17	S31°29'17"E	49.82	59°46'40"	C-40	825.00	31.42	N80°17'59"E	31.42	02°10'56"	C-60	25.00	80.22	N83°31'15"E	46.68	138°00'21"
C-19	50.00	88.59	S28°17'48"W	74.19	95°47'31"	C-41	20.00	12.86	N79°24'59"E	12.45	36°16'29"	C-61	25.00	18.07	S13°38'28"E	11.96	27°40'19"
C-20	20.00	13.01	N53°33'24"E	12.78	37°16'21"	C-42	92.00	46.08	S11°53'37"W	45.60	08°41'38"	C-62	20.00	31.33	N44°41'14"W	28.23	89°45'57"
C-21	114.30	58.52	S51°32'15"W	57.69	29°14'04"												



SCALE: 1" = 100'
SEE SHEET 1 OF 4 FOR
LEGEND AND NOTES



PEPPERWOOD ESTATES NO. 2

PEPPERWOOD ESTATES NO. 2 PHASE 1

DETAIL "A"
SCALE: 1"=50'

LOT 1, BLOCK 1
SCALE: 1"=50'



FIVE MILE ESTATES NORTH NO. 2 SUBDIVISION

BK 91 Pg 10702

TRAILCREST SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT FIVEFORKS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE S 1/2 OF THE SE 1/4 OF SECTION 22, T.3 N., R. 1 E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 22, 23, 26 AND 27 OF SAID T.3 N., R. 1 E.; THENCE NORTH 00°11'44" EAST, 1329.14 FEET (FORMERLY DESCRIBED AS 1329.18 FEET) ON THE SECTION LINE COMMON TO SAID SECTIONS 22 AND 23 TO THE NORTHEAST CORNER OF THE SE 1/4 OF SAID SECTION 22; THENCE LEAVING SAID SECTION LINE, NORTH 89°34'02" WEST, 607.82 FEET (FORMERLY DESCRIBED AS NORTH 89°34'13" WEST) ON THE NORTHERLY BOUNDARY LINE OF SAID S 1/2 OF THE SE 1/4 OF SECTION 22 TO THE REAL POINT OF BEGINNING; THENCE SOUTH 00°11'44" WEST, 390.00 FEET; THENCE NORTH 89°34'13" WEST, 76.06 FEET; THENCE SOUTH 37°12'45" WEST, 109.40 FEET TO A POINT ON A CURVE ON THE NORTHERLY BOUNDARY LINE OF FIVE MILE ESTATES NORTH NO. 2 SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 41 OF PLATS AT PAGE 3365 OF ADA COUNTY RECORDS, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST HIAWATHA DRIVE; THENCE 136.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 22°31'43" AND A CHORD DISTANCE OF 134.78 FEET WHICH BEARS NORTH 78°18'24" WEST ON SAID NORTHERLY BOUNDARY LINE AND RIGHT-OF-WAY LINE; THENCE NORTH 89°34'46" WEST, 50.00 FEET ON SAID NORTHERLY BOUNDARY AND RIGHT-OF-WAY LINE TO THE END OF SAID WEST HIAWATHA DRIVE; THENCE SOUTH 00°25'14" WEST, 140.00 FEET ON THE WESTERLY BOUNDARY LINE OF SAID FIVE MILE ESTATES NORTH NO. 2 SUBDIVISION; THENCE LEAVING SAID WESTERLY BOUNDARY LINE, NORTH 89°34'46" WEST, 250.00 FEET ON THE NORTHERLY BOUNDARY LINE OF FIVE MILE ESTATES NORTH SUBDIVISION, AS SAME IS SHOWN ON THE PLAT THEREOF RECORDED IN BOOK 38 OF PLATS AT PAGE 3054 OF ADA COUNTY RECORDS; THENCE NORTH 00°25'14" EAST, 85.00 FEET ON THE EASTERLY BOUNDARY LINE OF SAID FIVE MILE ESTATES NORTH SUBDIVISION; THENCE NORTH 89°34'46" WEST, 1501.75 FEET (FORMERLY DESCRIBED AS 1502.00 FEET) ON THE NORTHERLY BOUNDARY LINE OF SAID FIVE MILE ESTATES NORTH SUBDIVISION TO A POINT ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22; THENCE NORTH 00°29'11" EAST, 496.70 FEET (FORMERLY DESCRIBED AS NORTH 00°28'09" EAST, 496.59 FEET) ON THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 22 TO THE NORTHWEST CORNER OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 22; THENCE SOUTH 89°34'02" EAST, 2073.41 FEET (FORMERLY DESCRIBED AS SOUTH 89°34'13" EAST, 2073.81 FEET) ON THE NORTHERLY BOUNDARY LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 22 TO THE REAL POINT OF BEGINNING. SAID PARCEL CONTAINS 23.75 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 IN THE SUBJECT SUBDIVISION, AND UNITED WATER IDAHO, INC., HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

FIVEFORKS, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: DT INVESTMENTS, INC., MANAGER

BY: *Da Turner*
DAVE TURNER, PRESIDENT

CERTIFICATE OF SURVEYOR

I, JAMES R. WASHBURN, 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.



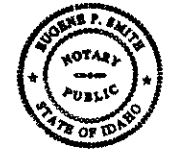
ACKNOWLEDGEMENT

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

ON THIS 1st DAY OF FEBRUARY, 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAVE TURNER, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF DT INVESTMENTS, INC., A CORPORATION, ONE OF THE MANAGERS OF THE FIVEFORKS, LLC, A LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND THAT SUCH CORPORATION EXECUTED THE SAME IN SAID LIMITED LIABILITY COMPANY'S NAME.

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

3/10/2006
MY COMMISSION EXPIRES



 Eugene P. Smith
NOTARY PUBLIC FOR IDAHO
RESIDING IN BOISE, IDAHO

TRAILCREST SUBDIVISION

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.



Malcolm McKen REHS 01-12-05
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF CITY ENGINEER

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

John Turner 2/14/05
CITY ENGINEER

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 9 DAY OF NOVEMBER, 2004.



John Smith
CHAIRMAN ACHD

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 2 DAY OF February, 2005, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



Annelle P. Mooney 2-14-05
CITY CLERK, 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.

2-16-05
DATE



Sandra Fischer by Sadi Viamant
COUNTY TREASURER Deputy Treasurer

CERTIFICATE 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.



John E. Pruster 2/16/05
COUNTY SURVEYOR PLS 2250

COUNTY RECORDER'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF Engineering Northwest AT 26 MINUTES PAST 11 O'CLOCK A M., ON THIS 17th DAY OF February, 2005, IN BOOK 91 OF PLATS AT PAGES 10700 THROUGH 10703, INSTRUMENT NO. 105019191

J. Olson
DEPUTY

Fee: \$21.-

J. David Nunn
EX-OFFICIO RECORDER

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 72.00 24
BOISE IDAHO 03/17/05 08:03 AM
DEPUTY Vicki Allen
RECORDED-REQUEST OF
Fiveforks 105032030

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

TRAILCREST SUBDIVISION

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

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Ada County, State of Idaho, hereinafter referred to as "the Properties," more particularly described as follows:

TRAILCREST SUBDIVISION, according to the official plat thereof, recorded in Book 91 of Plats at Pages 10700 through 10703, as Instrument No. 105019191, recorded on the 17th day of February, 2005, records of Ada County, Idaho; and

WHEREAS, Declarant desires to subject the above described Properties to certain protective covenants, conditions, restrictions, reservations, easements, liens, and charges for the benefit of the Properties and their present and subsequent Owners as hereinafter specified, and will convey the Properties subject thereto;

NOW, THEREFORE, Declarant hereby declares that all of the Properties above described shall be held, sold and conveyed upon and subject to the easements, conditions, covenants, restrictions and reservations hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of, and which shall run with the Properties and be binding on all parties now or hereafter having any right, title or interest therein or to any part hereof, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings:

Section 1. "ASSOCIATION" shall mean and refer to Trailcrest Subdivision Homeowners Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns.

Section 2. "PROPERTIES" shall mean and refer to that certain real property hereinabove described.

Section 3. "COMMON AREA" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Owners. The Common Areas

to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Lot 1, Block 1, Lots 1 and 36, Block 2 and Lot 13, Block 3,
Trailcrest Subdivision, according to the official plat thereof.

Section 4. "LOT" or "LOTS" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Areas.

Section 5. "OWNER" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "DECLARANT" shall mean and refer to Fiveforks, LLC, its successors, and subject to the provisions of Article XIII, Section 4, below, its assigns.

Section 7. "DECLARATION" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the office of the County Recorder of Ada County, State of Idaho.

Section 8. "DWELLING UNIT" shall mean that portion or part of any structure intended to be occupied by one family as a dwelling unit, together with the vehicular parking garage next thereto, and all projections therefrom.

Section 9. "MORTGAGE" shall mean any mortgage, deed of trust or other security instrument by which a Dwelling Unit or any part thereof is encumbered.

Section 10. "MORTGAGEE" shall mean any person or any successor to the interest of such person named as the mortgagee, trust beneficiary or creditor under any Mortgage.

Section 11. "FIRST MORTGAGEE" shall mean any Mortgagee possessing a lien on any Dwelling Unit first and prior to any other Mortgage.

Section 12. "INSTITUTIONAL HOLDER" shall mean a Mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency.

Section 13. "PLAT" shall mean a final subdivision plat covering any real property in Trailcrest Subdivision as recorded in the office of the county recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Section 14. "IRRIGATION WATER SUPPLY SYSTEM" shall mean all improvements and components of the underground pressurized irrigation system to be owned and operated by the Nampa and Meridian Irrigation District, including but not limited to all pumps, pipes and any other conveyancing apparatus. The Irrigation Water Supply System shall also include any interest in real

or personal property, including but not limited to easement and/or license rights for the installation, operation, maintenance, repair or replacement of the Irrigation Water Supply System.

Section 15. "WATER RIGHTS" shall mean all water and all rights and entitlements to receive water that have been placed to beneficial use upon, or are otherwise appurtenant to or associated with the Properties, including without limitation all licenses, permits, claims, permit applications, contracts and storage entitlements; all ditch or canal company shares and/or entitlements to receive water from any such company or from any irrigation district or other water delivery entity; and all ditch rights, easements or rights-of-way associated with any irrigation or other water delivery ditch, canal, lateral or pipeline. Water Rights shall include the above-described rights to the use of water appurtenant to the Properties as of the effective date of this Declaration, and all such rights hereafter acquired by the Declarant or the Association for the benefit of the Properties.

ARTICLE II: PROPERTY RIGHTS

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

- A. The right of the Association to levy reasonable Assessments for the maintenance of any landscaping improvement or other facilities situated upon the Common Area.
- B. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise encumbered without the written approval of all First Mortgagees and two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

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

Section 3. Rights Reserved by Declarant.

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

- A. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Properties, or any adjacent real property owned by Declarant, or its successors or assigns;
- B. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Properties for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and
- C. Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area where applicable, to facilitate and complete the development of the Properties, and any annexed property, including without limitation the use of the Common Area where applicable, for:
1. Construction, excavation, grading, landscaping, parking and/or storage;
 2. Maintenance and operation of a sales office and model units for sales purposes;
 3. The showing to potential purchasers of any unsold Lot, unit or improvements within the Properties;
 4. Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Properties;
 5. Construction, operation and maintenance of all or any portion of any Common Area by Declarant, its successors or assigns;
 6. Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to any annexed property, and the use and enjoyment of water therefrom.
- D. Itself, all right, title and interest in and to any and all Water Rights appurtenant to the Properties, and accordingly, no Owner shall have any right, title, or interest in any of the Water Rights.

ARTICLE III: HOMEOWNERS ASSOCIATION

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

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

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

Class B: Class B member(s) shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- B. On December 31, 2012.

Section 3. Assessments:

- A. Creation of Lien and Personal Obligation of Assessments: Each Owner of any Lot, by acceptance of a deed therefor (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association:
 1. Annual Assessments or charges to be fixed, established and collected as hereafter provided; and
 2. Initiation and Transfer Assessments as hereafter provided;
 3. Special Assessments for capital improvements, such Assessments to be fixed, established and collected from time to time as hereinafter provided; and

4. Limited Assessments for specified expenses incurred by the Association, such Assessments to be fixed, established and collected from time to time as hereinafter provided.

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

- B. Purpose of Annual Assessments: The Annual Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, for the operation, maintenance, repair and improvement of the Common Areas and facilities located thereon, for the reasonable expenses incurred in the operation of the affairs of the Association, including without limitation attorney and other professional fees, for the expenses incurred by the Association in connection with any of its obligations contained in this Declaration or in the Bylaws of the Association, to establish and fund an adequate reserve fund to be used for the repair, replacement, maintenance and improvement of the Common Area and for any other purpose reasonably authorized by the Directors of the Association.
- C. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be \$150.00.
 1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than ten percent (10%), above the maximum Assessment as set forth above.
 2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above the amount set forth in the preceding paragraph by a vote of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
 3. The Board of Directors of the Association may fix the Annual Assessment at an amount not in excess of the maximum; and said Assessment shall be payable to the Association within 30 days after notice thereof is sent to each Owner in accordance with the provisions of Paragraph H, below.

- D. Initiation and Transfer Assessments: Upon the initial conveyance of each lot, the purchaser thereof shall pay an Initiation Assessment in the amount of \$150.00. Upon each subsequent conveyance of each Lot, the purchaser thereof shall pay to the Association a Transfer Assessment in the amount of \$50.00, except that no such Transfer Assessment shall be payable in connection with the first conveyance of a Lot from a Builder to an Owner.
- E. Special Assessments for Capital Improvements: In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Any such Special Assessment shall be payable over such a period as the Board of Directors of the Association shall determine.
- F. Notice and Quorum for Any Action Authorized Under Sections 3C and 3E: Written notice of any meeting called for the purpose of taking any action authorized under Section 3C or 3E, above, shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- G. Uniform Rate of Assessment: Both Annual and Special Assessments must be fixed at a uniform rate for non-exempt Lots.
- H. Date of Commencement of Annual Assessments; Due Dates: The Annual Assessments provided for herein shall commence as to a Lot sold on the first day of the month following the initial conveyance of the said Lot. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto in January of each year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

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

1. Maintenance & Repair: The Association shall have the power to incur expenses for maintenance and repair of any Lot or any improvement on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Properties and if the Owner of said Lot has failed or refused to perform said maintenance or repair after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in subparagraph 3 below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.
2. Correction of Violation: The Association shall have the power to incur expenses for the correction of a violation of this Declaration or any Architectural Control Committee rules and regulations on a Lot if the Owner of said Lot has failed or refused to correct such a violation after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in subparagraph 3, below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such corrective action, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such corrective action or the collection of the Assessment therefore.
3. Notice: The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given seven (7) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent *via* first class mail or certified mail to the last known address of such Owner shown on the records of the Association.
4. Collection Costs: Each Owner against whom a Limited Assessment is levied shall pay all the costs of said corrective action, plus interest on all expended funds from the date of expenditure at the rate of 2% per month plus a management fee equal to ten percent (10%) of all the costs expended for the corrective action and all attorney fees incurred, which such amounts shall be added to and become a part of the Limited Assessment against that Lot and Owner and shall create a lien enforceable in the same manner as other Assessments set forth in this Declaration. If such an Assessment is not paid within ten (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees and collection procedures set out herein.

- J. Effect of Nonpayment of Assessments; Remedies of Association: Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.
- K. 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.
- L. Exempt Property: The following property, subject to this Declaration, shall be exempt from the Assessments created herein:
1. All property expressly dedicated to and accepted by a Local public authority;
 2. The Common Area;
 3. All other Properties owned by Declarant or the Association;
 4. All Lots owned by Declarant, until title is transferred to another, or until occupancy, whichever occurs first.

ARTICLE IV. IRRIGATION WATER SUPPLY SYSTEM

Section 1. Irrigation Water Supply System: All Lots and Common Area to which delivery of irrigation water is feasible in the Declarant's discretion, shall have access to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Nampa and Meridian Irrigation District for the benefit of the Association, Declarant and Lot Owners, in accordance with that certain Construction Contract for Urban Irrigation System in Trailcrest Subdivision and Bill of Sale for Trailcrest Subdivision recorded on November 12, 2004 as Instrument Nos. 104143987 and 104143998 records of Ada County, Idaho, respectively and the following provisions:

- A. Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations as may from time to time be adopted by the Nampa and Meridian Irrigation District which may establish a water rotation for the Common Area and each Lot. The irrigation water supplied through the Irrigation Water Supply System is derived from the Boise River and is subject to variability and availability from year to year, and generally only from

approximately mid-April through mid-October of each year.

- B. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on a Lot from and beyond the stub provided for each lot.
- C. **Water from the Irrigation Water Supply System is non-potable and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the Irrigation District entity have no control. Each Owner shall be responsible to insure the irrigation water used on his Lot is not consumed by any person or used for culinary purposes.**
- D. Any Owner desiring to connect an alternate source of irrigation water to the irrigation system on his Lot shall be responsible for the cost thereof (both for the connection and the water) and have a backflow prevention device installed to prevent the alternate source from being contaminated with non-potable irrigation water, in accordance with applicable law.
- E. Each Owner shall be responsible to pay the Assessments levied by the Irrigation District, including the Assessment levied for the operation, maintenance, repair and replacement of the Irrigation Water Supply System and delivery of irrigation water regardless of actual use or non-use of water from the Irrigation Water Supply System.

Section 2. Easements: Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, a nonexclusive easement in the locations described and/or depicted on the Plat, for construction of the pressurized Irrigation Water Supply System. In addition, the Nampa and Meridian Irrigation District shall have an easement for operation, maintenance, repair and replacement of the pumping station located in the northwest corner of Lot 8, Block 2, as depicted on the Plat.

ARTICLE V. EASEMENTS

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

Section 2. Encroachments: In the event that, by reason of the construction, settlement or shifting of the building, any part of any Dwelling Unit or drainage water from any Lot or Dwelling Unit encroaches or shall hereafter encroach upon any part of the Common Area or any adjacent Lot, easements for the maintenance of such encroachment and for such use of the areas encroached upon are hereby established and shall exist for the benefit of said Dwelling Unit, so long as all or any part of the buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area or adjacent Dwelling

Units be created in favor of any Owner of such encroachment or use if it is detrimental to or interferes with the reasonable use and enjoyment of the property by other Owners and if it occurred due to the willful conduct of any Owner.

Section 3. Easement for Maintenance: Declarant and the Association shall have a permanent easement to go upon any Lot to perform maintenance upon the Properties and the Common Area, including, but not limited to, snow removal, landscape maintenance, utility service and drainage system maintenance, subterranean irrigation water system maintenance and perimeter fence maintenance, together with all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easements hereby reserved, and all rights and privileges incident thereto, including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions which may injure or interfere with the use, occupation or enjoyment of the reserved easement and the operation, maintenance and repair of utility service connections and drainage systems.

Section 4. Avigation Easement: The Properties are subject to that certain Grant of Avigation Easement in favor of Boise City, recorded on December 14, 1979 as Instrument No. 7968049, records of Ada County, Idaho, and which said Grant of Avigation Easement grants to Boise City and all persons lawfully using the Boise Air Terminal the right and easement to use the air space above the Properties in accordance with the rules and regulations regulating take-off, landing and traffic patterns established and promulgated by the Boise Airport Commission and approved by the Boise City Council, without liability for any necessary, convenient or operational incidental effects thereof as the same may presently or in the future exist, together with the right to cause in such air space adjacent to and above the Properties such noise, vibrations, fumes, dust and fuel particles that may be caused by the operation of aircraft landing at, taking-off from, or operating at, from, or on the Boise Air Terminal. The said Grant of Avigation Easement further provides that no use of the Properties shall be permitted that causes a discharge into the air of fumes, dust or smoke which will obstruct visibility and adversely effect the operation of aircraft or cause any interference with navigational facilities necessary to airport operations and no development or construction on the Properties shall be permitted above the height limitations provided by the Boise Air Terminal Ordinance.

Section 5 Easement for Irrigation Ditch: Five Mile Estates North Subdivision Water Association, Inc. claims an easement for the operation and maintenance of an irrigation ditch located in Lot 1, Block 2 and Lot 13, Block 3, pursuant to the provisions of that certain easement dated February 14, 1978, recorded as Instrument No. 7812349, records of Ada County, Idaho. Information respecting the use and operation of said ditch should be obtained from the said water association.

Section 6. Easement for Eight Mile Drain: Nampa and Meridian Irrigation District claims sixty foot (60') wide easement for the Eight Mile Drain pursuant to and in accordance with the provisions of that certain easement recorded as Instrument No. 797771, records of Ada County, Idaho, which said easement affects portions of Lots 8 through 29, Block 2 as depicted on the Plat. Delcarant intends to install a fence inside the southerly boundary of said easement area, which said boundary is thirty feet (30') south of the northerly property line of the said affected Lots.

Section 7. Boise City Sanitary Sewer Easement: Lot 1, Block 1 and Lots 6, 7, 28 and 29, Block 2, are subject to a Boise City Sanitary Sewer Easement in the locations depicted and/or described on the Plat.

Section 8. Ada County Highway District Storm Drain Easement: Portions of Lots 3, 4, 32 through 36, Block 2, Lots 2, 3, 9 and 10, Block 3 as depicted on the Plat contain the Ada County Highway District's Storm Water Drainage System. The said Lots are servient to and encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on June 1, 2004 as Instrument No. 104068411, records of Ada County, Idaho, which said Easement is for the operation and maintenance of the storm water drainage system.

ARTICLE VI: MAINTENANCE RESPONSIBILITY

Section 1. Association Responsibilities: The Association shall provide maintenance to and be responsible for the Common Areas and improvements thereon. In the event the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance or repairs shall be added to and become part of the Assessment to which such Owner's Lot is subject. The Association reserves an easement for ingress, egress and maintenance as may be reasonably necessary to perform the maintenance duties of the Association.

Section 2. Owner's Responsibilities: Each Owner shall be responsible for maintaining and keeping in good order and repair the exterior of his Dwelling Unit and any private decks, fences (if permitted as herein provided), courtyards, landscaping and lawn contiguous to his Dwelling Unit. In the event of damage or destruction of a Dwelling Unit by fire or other casualty, the owner must complete repair and/or replacement of the Dwelling Unit within one hundred-eighty (180) days of the damage or destruction.

ARTICLE VII: PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Properties and shall be for the benefit of and limitations upon all present and future Owners of said property, or of any interest therein:

- A. Lot Use: No Lot, with the exception of the Common Area shall be used except for single-family residential purposes and such purposes as are ordinarily incident thereto. No Lot or the Common Area shall be used for the conduct of any trade, business or professional activity. All Lots and improvements constructed thereon must comply with all applicable governmental rules, ordinances, laws, statutes and regulations. The Owner of each Lot shall complete construction of a Dwelling Unit as permitted herein within one (1) year after the date of commencement thereof.
- B. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said Properties, except as may be permitted by the applicable ordinances of the governmental agencies having jurisdiction thereof. Any animals outside a Dwelling Unit or fenced area must be on leashes, and the Owner or custodian of the animal shall be responsible for the immediate cleanup of the

animal's droppings. The term "fenced area" as used in this paragraph shall be interpreted to include any electronic pet containment system; provided, however, that the boundary of any such system shall be approved by the Architectural Control Committee and that in no event shall the said boundary extend beyond the front plane of the Dwelling Unit constructed on said Lot.

- C. Garbage and Refuse Disposal: No part of said Properties shall be used or maintained as a dumping ground for rubbish, trash or other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Properties except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material must not violate setback restrictions, must be enclosed with an aesthetic screen or fence, as may be approved by the Architectural Control Committee and shall be kept in a clean and sanitary condition. Refuse containers may be placed at the curb in front of each Lot no earlier than the night prior to the regular pickup day and must be retrieved promptly after pickup.
- D. Nuisance: No noxious or offensive or unsightly conditions shall be permitted upon any part of said Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes shall be erected on the Properties without the prior approval of the Architectural Control Committee, which approval may be withheld in its sole discretion. Any holiday decorations shall be removed promptly following the said holiday.
- E. Temporary Residence: No trailer, truck camper, tent, garage, barn, shack or other outbuilding shall at any time be used as a residence temporarily or permanently on any part of said Properties.
- F. Parking and Storage of Vehicles and Equipment: No operational boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motorhomes, bicycles or similar equipment shall be placed upon any portion of the Properties (including, without limitations, streets, parking areas and driveways) unless enclosed by a concealing structure or other screen as approved by the Architectural Control Committee. In the event any such vehicle or equipment which is kept or stored on the Properties is taller than the front screening fence, then the said vehicle or equipment must be parked two feet (2') away from the said fence for every one foot (1') it is taller than the fence. For example, a nine foot (9') tall motor home is required to be parked six feet (6') away from the front fence if that fence were six feet (6') tall and eight feet (8') back if the fence were five (5') feet tall. Notwithstanding anything contained herein to the contrary, an operational boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owner's Lot (if permitted by local ordinances) for a period not to exceed seventy-two (72) hours while in immediate use by the Owner, being prepared for use or being prepared for storage after use. Any disabled vehicles, vehicles not used on a regular basis, or dilapidated vehicles located upon any portion of the Properties or a Lot are hereby declared to be a nuisance and are absolutely prohibited unless

they are fully enclosed in a structure which has been approved by the Architectural Control Committee. Any such vehicle may be removed by the Board pursuant to the provisions of Article III, Section 3, Paragraph I.

- G. Leasing Restrictions: Any lease (as defined below) between an Owner and his tenant shall provide that the terms of the lease shall be subject in all respects to the provisions contained in this Declaration, the Association's Articles of Incorporation and its Bylaws, and that any failure by said tenant to comply with the terms of such documents shall be a default under such lease. For the purposes of this Declaration, a "lease" shall mean any agreement for the leasing or rental of a Dwelling Unit (including a month-to-month rental agreement); and all such Leases shall be in writing. Other than the foregoing, there is no restriction on the right of any Owner to lease his Dwelling Unit.
- H. Sewer Restrictions: All bathroom, sink and toilet facilities shall be located inside the Dwelling Unit or other suitable appurtenant building, and shall be connected by underground pipe to wet line sewer connection lines which have been provided to each Lot.
- I. Fences: Fences, including fences around swimming pools, dog runs or other uses, may be permitted under such circumstances, if any, as may be prescribed by and in the sole discretion of the Architectural Control Committee as to design, materials and location; provided, however, that fences shall only be composed of wrought iron or vinyl.
- J. Parking Rights: Subject to the provisions of paragraph F. above, any automobile or other vehicle used by any Owner shall be parked in the driveway or garage which is a part of his Dwelling Unit; provided, however, that parking on the driveway is for temporary periods only, the primary purpose of the garage required on each Lot being for the parking and storage of automobiles and other vehicles. No other use of a garage that prohibits or limits the use thereof for the parking or storage of the number automobiles owned by the Owner or occupant shall be permitted.
- K. Mail Boxes: All mail boxes shall be of consistent design, material and coloration and shall be located on or adjoining building Lot lines and places designated by Declarant or the Architectural Control Committee. Declarant shall initially supply and install a mailbox for each Lot.

ARTICLE VIII. BUILDING RESTRICTIONS

Section 1. Building Restrictions: With the exception of Common Area Lots, no buildings shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling which may not exceed thirty-five feet (35') in height and a private garage for two (2) or more motor vehicles and one (1) private outbuilding/shop. Each dwelling unit may not be occupied by more than one (1) family. Each such Dwelling Unit shall contain a minimum of two thousand one hundred (2100) square feet of interior living space (excluding the garage) if one story, and two thousand five hundred (2,500) square feet of interior living space

(excluding the garage) if two stories, the first floor of which must contain a minimum of one thousand five hundred (1500) square feet of interior living space.

Section 2. Outbuildings: Any garage, accessory structure (including patio covers) and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal Dwelling Unit on the Lot as to style, materials and exterior colors and shall be in a location approved by the Architectural Control Committee. No such garage, accessory structure or outbuilding shall be constructed prior to the commencement of construction of the principal Dwelling Unit. No detached garage, accessory structure or outbuilding shall exceed nine hundred (900) square feet.

Section 3. Setbacks: No improvements may be constructed or maintained on a Lot within the minimum building setback lines as set forth in the zoning regulations of the City of Boise, except that the front yard set back shall be a minimum of twenty-five (25) feet.

Section 4. Basements: Basements, including daylight basements, shall be permitted only if the Owner and/or its builder obtains a certification from a licensed engineer that the water table, slope and soil conditions are proper for such a basement. Each builder and Owner builds and owns their basement at their own risk. Declarant and its members, managers and agents shall have no liability of any kind for any basements which are constructed on the Properties.

Section 5. Driveways: All Lots shall have a concrete driveway and a minimum of two (2) concrete motor vehicle parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, permabark, rock or gravel.

Section 6. Construction Requirements. Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of such materials and be of such pitch as may be approved by the Architectural Control Committee (a minimum 6/12 pitch is recommended). The exterior surfaces of each Dwelling Unit shall have such materials and colors as may be approved by the Architectural Control Committee.

Section 7. Landscaping: Subject to the approval of the Architectural Control Committee and its right to require additional improvements, (a) no later than thirty (30) days after the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall be fully landscaped in the front yard with a minimum of an underground sprinkler system, rolled sod, and at least two (2) trees (if deciduous, then at least two (2) inch caliper or if conifer then at least eight (8) feet in height) and five (5) five-gallon shrubs or bushes to be planted in planter beds consisting of at least twenty-five percent (25%) of the area of the front yard, and in the street side yard of a corner lot at least one (1) additional tree (of the minimum size specified above) and two (2) additional five-gallon shrubs or bushes to be planted in planter beds consisting of at least twenty percent (20%) of the area of the side yard; and (b) no later than one (1) year after the earlier of substantial completion or occupancy of the Dwelling Unit located thereon, each Lot shall be improved in the rear yard with a minimum of an underground sprinkler system, and grass (either hydroseeded or rolled sod), all in accordance with the landscaping plan approved by the Architectural Control Committee. As used herein, the front yard shall include that portion of each Lot to the side of the Dwelling Unit constructed thereon which is between

the public right of way and the rear plane of the Dwelling Unit or a fence which extends from the side of the Dwelling Unit to the side lot line and, as used herein, the street side yard of a corner lot shall include that portion of each Lot between the street side of the Dwelling Unit constructed thereon and the public right-of-way. In the event adverse weather conditions prevent installation of the above described landscaping improvements within the time periods required, the Owner may seek from the Architectural Control Committee a reasonable time extension for completion thereof.

Section 8. Grading and Drainage: Each Owner shall be responsible to insure that the finish grade and elevation of his Lot and the Dwelling Unit constructed thereon is properly constructed so as to prevent the migration or accumulation thereon of (i) drainage waters from the Common Area or any other Lots within the Properties, or (ii) groundwater from any subsurface area of the Properties. The Declarant shall have no liability or responsibility for any damages which may be caused as a result of the failure of an Owner to comply with the provisions of this Section.

Section 9. Abandoned Temporary Sewer Line: Lots 8 through 28 and 32, Block 2, have an abandoned sewer line located thereon. Lots 27 and 32, Block 2 have had compacted fill placed thereon as a consequence of the abandonment of said sewer line. Each Owner and/or its builder shall be responsible to determine the location of said abandoned sewer line and/or compacted fill and shall construct any improvements on said Lots properly taking into account the said abandoned sewer line and compacted fill. Declarant and its members, managers and agents shall have no liability of any kind for any construction which does not properly account for said abandoned sewer line and compacted fill.

Section 10. Job Site Maintenance. Job sites are to be kept as clean as possible during construction. All dirt, nails, gravel and other building materials must be removed from the street and sidewalk daily. Work vehicles shall not be parked in front of occupied houses, nor shall they block streets. Power and water must not be used from existing dwellings without the prior permission of the Owner. Dumpsters are the responsibility of the Owner or his contractor and shall be kept orderly at all times and emptied on a timely basis. All contractors and subcontractors shall be prohibited from keeping dogs at the job site. In the event an Owner or his contractor shall fail or refuse to comply with the job site maintenance requirements of this section, the Declarant or the Association may take such remedial action as it deems appropriate, including but not limited to the cleanup of the property, the costs of which may be added to and become a part of the Assessment to which such Owner's lot is subject.

ARTICLE IX. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee: In order to protect the quality and value of the homes built on the Properties, and for the continued protection of the Owners thereof, an Architectural Control Committee is hereby established consisting of three or more members to be appointed by the Declarant until such time as all Lots have been transferred by Declarant to another. Thereafter the Board of Directors of the Homeowners Association shall appoint members to the Architectural Control Committee at each annual meeting of the Board.

Section 2. Approvals Required: No building (including outbuildings), fence, wall, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, built, constructed, placed, or maintained upon any Lot, Common Area or other property, nor shall any exterior addition, change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location and such other detail as the Architectural Control Committee may require, shall have been submitted to and approved in writing by the Architectural Control Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with requirements of this Declaration. In the event the Architectural Control Committee fails to approve, disapprove, or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Control Committee in such form as they may require, it shall be deemed approved.

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

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

- A. Site Plan. A site plan showing the location of buildings and all other structures and improvements, including fences and walls on the Lot, Lot drainage and all setbacks and other pertinent information related to the improvements.
- B. Building Plan. A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east, and west sides, detailed exterior specifications for each building which shall indicate, by sample, if required by the Architectural Control Committee, all exterior colors, material and finishes, including roof, to be used. Garage, accessory and outbuildings to be located on a Lot shall be architecturally and visually compatible and harmonious with the principal building on the Lot as to style and exterior colors and shall not be higher than ten feet above the roof line of the principal building on the Lot.
- C. Landscape Plan. A landscape plan for that portion of the Lot to be landscaped which shall show the location, type and size of trees, plants, ground cover, shrubs, berms and

mounding, grading, drainage, sprinkler system, fences, free standing exterior lights, driveways, parking areas and walk ways.

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

Section 5. Fees: The Architectural Control Committee may establish, by its adopted rules, a reasonable fee schedule for an architectural review fee to be paid by each owner submitting plans and specifications for approval. No submission for approval will be considered complete until such fee has been paid.

Section 6. Variances: The Architectural Control Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Control Committee, and shall become effective upon recordation in the office of the Ada County Recorder. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting such Owner's use of the Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

Section 7. Waiver: The approval of any plans, drawings or specifications for any structure, improvement, or alteration, or for any matter requiring the approval of the Architectural Control Committee, shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications, or matters subsequently submitted for approval.

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

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

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

ARTICLE X: INSURANCE AND BOND

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

- A. A multi-peril-type policy covering any Common Area improvements, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).
- B. A comprehensive policy of public liability insurance covering all of the common areas, commercial spaces and public ways in the properties. Such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of a Dwelling Unit Owner because of negligent acts of the Association

or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the properties contain more than one hundred (100) Units, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

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

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

- A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Control Committee and other committees as may be appointed from time to time by the Board of Directors of such association in such amount as may be reasonable in the premises.
- B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

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

- A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.
- B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.
- C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.
- D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of the Federal Home Loan Mortgage Corporation.

ARTICLE XI: CONDEMNATION

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

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

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

ARTICLE XII: MORTGAGEE PROTECTION

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

- A. The Association shall maintain an adequate reserve fund for the performance of its obligations, including the maintenance, repairs and replacement of those common elements and improvements thereon, and such reserve shall be funded by at least quarterly Assessments.
- B. The holders of First Mortgages shall have the right to examine the books and records of any Association and to require annual reports or other appropriate financial data.
- C. Any management agreement for the Properties or Common Area, or any other contract providing for services of the developer, sponsor or builder, shall be terminable (i) by the contracting Association for cause upon thirty (30) days' written notice thereof, and (ii) by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice thereof, and the term of any such agreement shall not exceed one (1) year.
- D. Any lien which the Association may have on any Dwelling Unit for the payment of Assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date notice of such Assessment lien is duly recorded.

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

1. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area property owned, directly or indirectly, by such Association for the benefit of the Owners. (The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area property shall not be deemed a transfer within the meaning of this clause.)
2. Change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner.
3. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwelling Units, the maintenance of the Common Area property, party walls, or common fences and driveways, or the upkeep of lawns and plantings in the subdivision.
4. Fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).
5. Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such Common Area property.
6. Amend materially this Declaration, the Association's Articles of Incorporation, or its Bylaws.

ARTICLE XIII: GENERAL PROVISIONS

Section 1. Enforcement: The Homeowners Association or any Owner or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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. In the event the Association or an Owner is required to initiate any action to enforce the provisions of this Declaration, it shall be entitled to recover from the Owner against whom enforcement is sought, all attorney fees and costs incurred as a consequence thereof, whether or not any lawsuit is actually filed, and any such attorney fees and costs so incurred by the Association shall be added to and become a part of the Assessment to which such Owner's Lot is subject.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

Section 4. Assignment by Declarant: Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of Declarant hereunder pertaining to the particular rights, powers and reservations assigned, and upon any such corporation or association evidencing its intent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. All rights of Declarant hereunder reserved or created shall be held and exercised by Declarant alone, so long as it owns any interest in any portion of said Properties.

IN WITNESS WHEREOF, Declarant has caused its name to be hereunto subscribed and its corporate seal affixed this 14 day of March, 2005.

DECLARANT:

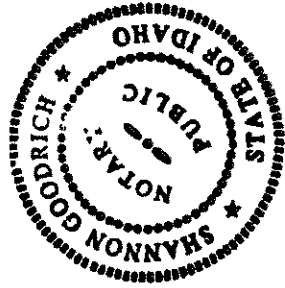
Fiveforks, LLC
By: DT Investments, Inc., Managing Member

By [Signature]
Dave Turner, President

STATE OF IDAHO)
 : ss.
County of Ada)

On this 14 day of March, 2005, before me, the undersigned Notary Public in and for said State, personally appeared Dave Turner, known or identified to me to be the President of DT Investments, Inc., the managing member of Fiveforks, LLC, the limited liability company that executed the within instrument, and acknowledged to me that such company 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.



Shannon Goodrich
NOTARY PUBLIC, State of ID
Residing at Boise
My Commission Expires: 12-4-07

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2
BOISE IDAHO 04/11/05 01:39 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
Fivforks LLC
105043336

**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TRAILCREST SUBDIVISION**

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions of Trailcrest Subdivision is made on the date hereinafter set forth by Fiveforks, LLC., an Idaho limited liability company ("Declarant").

WHEREAS, Declarant has heretofore filed of record the Declaration of Covenants, Conditions and Restrictions of Trailcrest Subdivision (hereinafter the "Declaration"), which Declaration was recorded on March 17, 2005 as Instrument No. 105032030, records of Ada County, Idaho; and

WHEREAS, pursuant to Article XIII, Section 3 of the Declaration, amendment of any provision thereof requires an instrument signed by members of Trailcrest Subdivision Homeowners Association, Inc. (the "Association") entitled to cast not less than 66 2/3% of the votes of membership; and

WHEREAS, Declarant is currently entitled to cast in excess of 66 2/3% of the votes of membership of the Association;

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Article VIII, Section 6 of the said Declaration is hereby amended in its entirety to read as follows:

Section 6. Construction Requirements: Each Dwelling Unit must have exterior brick, stone, manufactured or synthetic stone or stucco on the front elevation. All roofs shall be comprised of such materials and be of such pitch as may be approved by the Architectural Control Committee (a minimum 6/12 pitch is recommended). The exterior surfaces of each Dwelling Unit shall have such materials and colors as may be approved by the Architectural Control Committee; provided, however, that vinyl and metal siding is prohibited.

Except as amended herein, the Declaration shall remain in full force and effect with no other change of modification.

DATED this 6 day of April 2005.

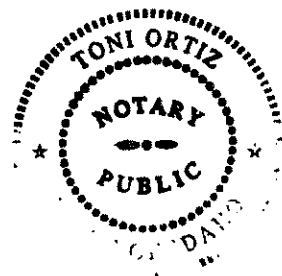
Fiveforks, LLC
By: DT Investments, Inc., Managing Member

By [Signature]
Dave Turner, President

STATE OF IDAHO)
: ss.
County of Ada)

On this 6th day of April 2005, before me, a notary public, personally appeared Dave Turner, known or identified to me to be the President, of DT Investment, Inc., the Managing Member of Fiveforks, LLC, the limited liability company that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



[Signature]
NOTARY PUBLIC, State of Idaho
Residing at Keena, Idaho
My Commission Expires: August 06, 2008