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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

TROLLEY ESTATES SUBDIVISION

9147547

Cesha Humphrey et al
ADA COUNTY, ID FOR
J. DAVID NAVARRO
RECORDER
J. Navarro
8700

Dated:
Recorded:
Instrument No.:

'91 AUG 27 PM 3 37

THIS DECLARATION, Made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the Owner of certain real Property in the County of Ada, State of Idaho, hereinafter referred to as "said Property", more particularly described as follows:

The Plat of Trolley Estates, recorded as Instrument No. 9146373, in Book 59 of Plats at pages 5678 through 5679, records of Ada County, Idaho.

NOW, THEREFORE, Declarant hereby declares that all of the said Property is and shall be held 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 said Property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said Property, or any interest therein.

ARTICLE I

DEFINITIONS

Whenever used in this Declaration, the following terms shall have the following meanings:

1. "Association" shall mean Trolley Estates Homeowners Association, a nonprofit corporation organized under the laws of the State of Idaho, its successors and assigns.

2. "Said Property" or the "Project" shall mean and refer to that certain real Property hereinbefore described.

3. "Common Area" shall mean all real Property and appurtenances thereto, now or hereafter owned by the Association for the common use and enjoyment of the Members of the Association. The Common Area to be owned by the Association upon its incorporation is described as follows:

Lots 1, 2 and 3, Block 1, Lot 1, Block 2, and Lot 1, Block 3, together with any other additional lands designated in any supplemental declaration included in lands and acts pursuant to Article VII.

4. "Dwelling Unit" means that portion or any 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 projectures therefrom.

5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

7. "Owner" shall mean and refer to the record Owner of a fee simple title to any such Lot, (including contract sellers), whether one or more persons or entities, excluding those having such interest merely as security for the performance of any obligation. Each Owner shall own an undivided one-thirty-third (1/33) interest in the said Common Area.

8. "Declarant" or "Developer" or "Grantor" shall mean and refer to the undersigned, its successors, heirs and assigns, if such successors, heirs or assigns should acquire more than one undeveloped Lot or building site from the Declarant for the purpose of development.

9. "Building Site" shall mean and refer to a Lot, or to any parcel of said Property under one ownership which consists of a portion of one of such Lots or contiguous portions of two or more contiguous Lots of a building is constructed thereon.

10. "Mortgage" shall mean and refer to any mortgage or deed of trust, and "Mortgagee" shall refer to the mortgagee or beneficiary under a deed of trust and "Mortgagor" shall refer to the mortgagor or grantor of a deed of trust.

ARTICLE II

MEMBERSHIP

1. Every person or entity who is a record Owner (including contract sellers) of a fee or undivided fee interest in any such Lot shall, by virtue of such ownership, be a Member of the Association. When more than one person holds such interest in any such Lot, all such persons shall be Members. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any such Lot subject to assessment by the Association. 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. The Association shall maintain a membership list and may require written proof of any Member's Lot ownership interest.

2. The financial reports, books and records of the Association may be examined, at reasonable times, by any Member or mortgagee.

ARTICLE III

VOTING RIGHTS

The Association shall have two classes of voting membership:

1. Class A. Class A Members shall be all Owners, with the exception of the 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.

2. Class B. The Class B Member(s) 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 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 equals the total votes outstanding in the Class B membership; or

(b) On January 1, 1993.

ARTICLE IV

PROPERTY RIGHTS

1. Common Property Ownership. Each Member shall own an undivided one-thirty-third (1/33) interest in the Common Area.

2. Members' Easements of Enjoyment to Common Area. Every Member of the Association 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 assessed Lot, subject to the following provisions:

(a) The right of the Association to suspend any Member's voting rights and/or right to use any of the recreational facilities owned by the Association, for any period during which any assessment against said Member's Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such condition or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds of the majority of the votes of the membership has been recorded in the appropriate county deed records, agreeing to such dedication or transfer, and unless written notice of proposed actions are sent to every Member not less than thirty (30) days nor more than ninety (90) days prior to such dedication or transfer; and

(c) The right of the Directors of the Association to promulgate reasonable rules and regulations governing such rights of use, from time to time, in the interest of securing maximum safe usage of such Common Areas by the Members of the Association without unduly infringing upon the privacy or enjoyment of the Owner or occupant of any part of said Property, and reasonable regulations and restrictions regarding parking.

3. Delegation of Use. Any Member may delegate, in accordance with the Rules and Regulations or Bylaws adopted from time to time by the Directors, his right or enjoyment to the Common Areas and facilities to the Members of his family, his

tenants, or contract purchasers, providing they reside on the Property.

4. Reciprocal Easement. Each and every Owner purchasing a Lot within the subdivision is purchasing it with the full understanding that each Lot is subject to certain reciprocal easements which are appurtenant thereto. Each Owner by purchase of a Lot within the subdivision agrees that they shall be subject to the following reciprocal easements:

(a) An easement for drainage is hereby declared to exist on each Lot for the benefit of the adjoining Lot(s); provided, that the Owner installing any drainage pipe, conduit, or other facility shall pay for any and all such improvements and cause the Property upon which the improvements are located to be restored to their original state at the sole cost of the Owner employing the use of this reciprocal easement.

(b) All Lots within the subject Property including, but not limited to the Lots in the Common Area, shall be subject to a general utility and sanitary sewer easement, which shall include, but not be limited to, access for ingress and egress for maintenance or repair by the utility provider.

(c) All Lots shall be subject to a permanent public utility, irrigation, drainage and access easement which shall be for ingress and egress for installation, maintenance and repair for any public utility, irrigation district, drainage district, or any other utility providing utilities and/or having an easement in, to and through the said subdivision, except within the area of foundation for residences.

5. Bike Path Connection. Lot 2, Block 1 has been designated a bike path connection from Warm Springs Avenue to the existing Boise City recreational bike path running near the western boundary of the Project. Said Lot will be conveyed by the Declarant or the Association to the City of Boise and incorporated into the City's comprehensive bike path recreational system for use by the general public. Upon such conveyance, the Homeowners' Association shall have no ongoing operation or maintenance responsibilities except where such specific agreements may be made pursuant to the transfer agreement. Each Owner shall take title subject to the obligation of the Association and the Declarant to convey such Lot to Boise City which shall occur as soon as Boise City notifies the Declarant or the Association and requests such transfer.

ARTICLE V

MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants for all of said Property; and each Owner of any Lot by ratification of these Covenants or by acceptance of a deed or contract of purchase therefor, whether or not it shall be so expressed in any such deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay to the Association:

(a) Regular annual or other regular periodic assessments or charges, and

(b) Special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The regular and special assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Property at the time such assessment was levied. The obligation shall remain a lien on the Property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them.

2. Purpose of Assessments. The assessments levied by the Association shall not be used for any purpose other than promoting the recreation, health, safety and welfare of the residents in said Property and in particular for the improvement and maintenance of said Property, any Common Area, all improvements constructed thereon, (fencing along the exterior of the Project), the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and including without being limited thereto, the payment of taxes and insurance on all or any part of said Property, including insurance on the Common Area. Subject to the above provision, the Association shall determine the use of assessment proceeds.

3. Basis and Maximum Annual Assessments. Until July 1 of the year immediately following the conveyance of the first dwelling unit or Lot to any Owner, the maximum regular assessment shall be \$20.00 per month lawful money of the United States of

America, for each Lot subject thereto, or such lesser sums as may be provided in the Bylaws:

(a) 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 5% above the maximum assessment for the previous year without a vote of the membership.

(b) 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 5% by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) In addition to the regular 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided the assent of a two-thirds (2/3) majority of the complete votes represented by those Members who are voting in person or by proxy at the meeting duly called for this purpose is obtained.

4. Uniform Rate of Assessment. Both regular assessments and any special assessment must be fixed at a uniform rate for all Lots, and may be collected on an annual, quarterly, or monthly basis in the discretion of the Directors; except that assessments may be levied applicable to some Lots only, with prior consent by the Owners of such Lots, if such procedure is considered equitable in the discretion of the Board in order to construct facilities to be available to the Members desiring to pay for the cost thereof.

5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting unless waived in writing. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) 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 60 days following the preceding meeting.

6. Date of Commencement of Annual Assessments; Due Dates. Except as provided in paragraph 9 of this Article V, each Lot shall be subject to the annual monthly assessments provided for herein on the first day of the month following the conveyance of each respective Lot to an owner other than the Developer. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each assessment period. Written notice of the assessment dates shall be established by the Board of Directors. The Association shall, upon demand at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a particular Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. A properly executed certificate of the Association as to the status of assessments is binding upon the Association as of the date of its issuance.

7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency 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. The Secretary of the said Association shall file in the office of the County Recorder, Ada County, Idaho, a lien reflecting the amount of any such charges or assessments, together with interest, as aforesaid, which have become delinquent with respect to any Lot on said Property, and upon payment in full thereof, shall execute and file a proper release of the lien releasing the same. The aggregate amount of such assessments, together with interest, costs and expenses and a reasonable attorneys' fee for the filing and enforcement thereof, shall constitute a lien on the whole Lot (including any improvement located thereon), with respect to which it is fixed from the date the lien is filed in the office of said County Recorder for Ada County, Idaho, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of said Property at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including attorneys' fees of the Declarant or of the Association, as the case may be, of

processing and if necessary, enforcing such liens, all of which expenses, costs and disbursements and attorneys' fees shall be secured by said lien, including all aforementioned expenses, costs, disbursements and fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his dwelling Unit, Lot or building site.

8. Subordination of the Lien and Mortgages. The lien of the assessments provided for herein shall be inferior, junior and subordinate to the lien of all first mortgages and trust deeds now or hereafter placed upon said Property or any part thereof. The sale or transfer of any Lot or any other part of said Property shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a judgment or decree of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer; and such lien shall attach to the net proceeds of sale, if any, remaining after such mortgages and other prior liens and charges have been satisfied. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein:

(a) All properties expressly dedicated to and accepted by a local public authority;

(b) Any Common Areas;

(c) Property owned by the Declarant prior to the time a dwelling unit is constructed thereon and occupied by a person other than Declarant, but in all events such exemption shall expire on July 1, 1994. However, no land or improvements occupied for dwelling use shall be exempt from said assessments.

10. Association Budget. The Association shall prepare an annual budget which shall indicate anticipated management, operating, maintenance, repair and other common expenses for the Association's next fiscal year and which shall be sufficient to pay all estimated expenses and outlays of the Association for the next calendar year growing out of or in connection with the maintenance and operation of the Common Area and improvements and may include, among other things, the cost of maintenance,

management, taxes, assessments, irrigation assessments, special assessments, fire, casualty and public liability insurance, common lighting, irrigation, landscaping and care of grounds, repairs, renovations and paintings to Common Areas, snow removal, wages, water charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, the payment of any deficit remaining from a previous period, and the creation of any reasonable contingency or other reserve or surplus fund, as well as all costs and expenses relating to the Common Area and improvements.

11. Repair, Etc. If any of the Property located in the Common Area and/or improvements located upon other Property located within the subdivision owned by the Association is damaged or destroyed, the Members shall, at a special meeting called for that purpose, determine whether to rebuild, repair, restore or otherwise take action with regard to such damage or destruction. A quorum shall be necessary for any such decision, in accordance with the provisions of paragraphs 3 and 5 hereof and further, any such action shall be approved by the affirmative vote of not less than two-thirds (2/3) of the votes of Members who are voting in person or by proxy at such meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) nor more than fifty (50) days in advance of the meeting, unless waived in writing.

ARTICLE VI

ARCHITECTURAL CONTROL

1. Approval. No building, fence, wall, hedge, structure, addition, painting, improvement, obstruction, ornament, landscaping or planting shall be placed upon, added or permitted to remain upon any part of said Property unless a written request for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved in writing by the Architectural Control Committee. Building plans shall consist of a minimum of a general site plan (showing compliance with setbacks, fencing and lot elevations), a detailed floor plan, a roof plan, elevation drawings of all faces, including architectural trim and detail. A landscaping plan shall include all items required under Article X, Section 15, B and C. Specifications shall be in sufficient detail to demonstrate quality of construction and compliance with Article X. The Architectural Control Committee shall consist of Donald Gile, Adelaide McLeod and Dutch Wilkinson, or any substitute persons as selected and appointed by the Declarant, until January 1, 1993, and thereafter shall be comprised of three (3) or more representatives appointed by the Board of Directors of the

sociation. In the event said Board, or its designated Architectural Control Committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval shall not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee shall serve for the benefit of the Declarant until such time as plans for the construction of all Lots in this subdivision have been approved.

The Declarant shall have the sole right to remove members of the Architectural Control Committee and to appoint successors until the construction of improvements in the subdivision is completed and subject to the annexation of additional parcels as provided in Article VII, upon the approval of plans for all Lots in the subdivision, the Architectural Control Committee shall cease to exist and function, provided, however, that the terminations of the Architectural Control Committee or its failure to perform shall not alter or diminish any other provision of these Restrictive Covenants. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

As to all improvements, construction and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structures, 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 Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specification as approved.

Owners specifically agree with declarant that such committee, its members and the Declarant shall incur no liability

for any omission or act by any of said above-named parties under this Article VI of these restrictions. In the event of death or resignation of a member, the remaining two members shall have full authority to act and within a reasonable time after the occurrence of such vacancy, shall appoint a replacement.

Declarant reserves the right to construct residences and other improvements upon any residential lot building site in said subdivision and to offer said lots together with the completed residence and structures thereon for sale to individual owners.

2. Control During Construction. Authority of the Architectural Control Committee shall extend through the construction period until completion of all Lot improvements. The Owner shall incorporate a copy of these Covenants in his contract with the building contractor requiring him to conduct his operations in a workmanlike manner, assuring competent and safe construction conducted with due regard to adjacent lots, existing residents, use of public streets within the subdivision and will not constitute a nuisance in any regard. A representative of the Architectural Control Committee will be present during construction to assure compliance with the approved plans, specifications and this Article VI, Section 2 and his directions shall be followed. Specifically, but not limited to, the building contractor:

(a) Shall not commence construction until all required approvals of the Architectural Control Committee have been secured;

(b) Shall not dump excavated earth or residual material on adjacent Lots;

(c) Shall not store construction material or equipment on adjacent Lots without the approval of Architectural Control Committee representatives;

(d) Shall maintain safe temporary power;

(e) Shall repair at his cost any damaged curb, gutter and sidewalk;

(f) Shall not permit accumulation of surplus construction materials on and about the premises, but shall place such debris in an adequate container; and

(g) Shall maintain receptacles for trash and police his site regularly.

3. Certification by Architectural Control Committee. The records of the Architectural Control Committee shall be conclusive evidence as to all matters shown by such records and the issuance of a certificate of completion and compliance by any member of the Architectural Control Committee showing that the plans and specifications for the improvement or other matters herein 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 Architectural Control Committee by any members 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.

4. 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 sales of all dwelling units by Declarant; 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 sales. Further, Declarant shall have the right to select and use any individual dwelling unit owned by it as models for sales purposes.

5. Prosecution of Construction Work. The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted. All structures shall be completed as to external appearance, including finished painting, yard turfing and landscaping, within eight months from the date of commencement of construction unless prevented by causes beyond the control of the Owner and only for such time that such cause continues.

6. Rules and Regulations. The Architectural Control Committee has adopted Architectural Guidelines specifying design requirements, submittal and approval procedures and charges of defraying all or a portion of the cost of the Architectural Control Committee's review of submissions. All owners are hereby notified of the existence of such Architectural Guidelines and are advised to secure a current copy before commencement of design and construction. Such charges may include all or a portion of the costs of the Architectural Control Committee retaining an architect, engineer or other expert to assist it in arriving at its determination and if a member of the Architectural Control Committee qualifies for such expert status, the Architectural Control Committee may pay him for his advice, comment and review. In addition, the Architectural Control Committee may delegate all or any portion of its authority under these Covenants or the Architectural Guidelines to such architect, engineer or other expert.

ARTICLE VII

ANNEXATION

1. Time for Annexation: Land Subject to Annexation. Declarant hereby reserves the right to annex into the Project any contiguous real property contiguous to or within 2,500 feet of the Project by recording a Notice of Annexation and Supplemental Declaration particularly describing the real property to be annexed and added to the project created by this Declaration, pursuant to the provisions of this Article VII.

Upon the recording of a Notice of Annexation containing the provisions set forth in this Section (which notice may be contained within a supplemental declaration affecting such property), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner if it were originally covered by this Declaration and originally constituted a portion of the project; and thereafter, its rights, privileges, duties and liabilities of the Owners, lessees and occupants of Lots or Units within the added land shall be the same as in the case of the original land.

2. Procedure for Annexation. Any contiguous real property may be annexed into the project by the recordation of a notice of annexation executed by Declarant and containing the following information:

A. A reference to this Declaration, which reference shall state the date of recordation hereof and recorder's

instrument number or the book and page of the official records of Ada County where this declaration is recorded;

B. An exact legal description of the added land;

C. A statement that the provisions of this Declaration shall apply to the added land, as set forth herein;

D. A statement of the use restrictions applicable to the annexed property, which restrictions may be the same or different from those set forth in this Declaration; and

E. The effective date of the annexation.

3. Membership, Voting Rights and Common Area Property Ownership in Annexed Lands. All owners of Lots in any annexed lands shall have the same membership privileges in the Association, voting rights in the Association and property rights in Common Area as the Owners of the original 33 Lots in this subdivision. The fractional interest of each Owner in this subdivision and in any annexed lands in respect to Common Area in this subdivision or in any annexed lands shall be that fraction having as its numerator one and having as its denominator the total number of Lots, exclusive of Common Area, in this subdivision and in any annexed lands.

ARTICLE VIII

EASEMENTS

1. General. All conveyances of land situate in the said Property, made by the Declarant, and by all persons claiming by, through or under the Declarant, shall be subject to the foregoing restrictions, conditions and covenants, whether or not the same be expressed in the instruments of conveyance, and each and every such instrument of conveyance shall likewise be deemed to grant and reserve, whether or not the same be declared therein, mutual and reciprocal easements over and across and under all Common Areas and easements over all Lots for maintenance and otherwise as authorized by this Declaration, and easements as otherwise shown on the plat for Trolley Estates, and excepting any portion of said Property which may now or hereafter be occupied by a residence, the said Property shall not thereafter be subject to any easement not theretofore applied to use or provided for herein, for the purpose of building, constructing and maintaining thereon underground or concealed electric, power and telephone lines, gas, irrigation, water, sewer, storm drainage lines, radio or television cables and other services now or hereafter commonly applied by public utilities or municipal corporations. All of

said easements shall be for the benefit of all present and future owners of Property subject to the jurisdiction of the Association by covenants and restrictions recorded and approved as hereinabove provided; said easements however shall not be unrestricted, but shall be subject to reasonable rules and regulations governing rights of use as adopted from time to time by the Directors of the Association in the interests of securing maximum safe usage of said Property without unduly infringing upon the rights or privacy of the Owner or occupant of any part of said Property. These easements provided for in this article are in addition to those set forth in Article IV.

2. Special Easement for Signs. A temporary easement for the construction and maintenance of signs advertising the development and construction of the subdivision is reserved with the Declarant, or its successors, agents and representatives and on any Common Area or any Lot during the construction or development of this subdivision or any annexed lands.

3. Common Areas. A further mutual and reciprocal easement for sidewalk purposes is granted and reserved over and across the Common Areas in the said Property, for the purpose of constructing and maintaining and repairing sidewalks for the benefit of the residents of said Property and adjacent properties not subject to this Declaration, their tenants and guests, for ingress and egress, subject, however, to rules and regulations reasonably restricting the right to use thereof for the safety and welfare of the public as may be promulgated from time to time by the Association and/or public authority.

ARTICLE IX

MAINTENANCE AND INSURANCE

1. Maintenance of Common Areas, Etc. The Association shall maintain or provide for the maintenance of the Common Areas, including but not limited to, sanitary sewer, water lines and drainage facilities within the Common Areas, and in addition, the drainage facilities and lines upon Lots privately owned within the subdivision.

2. Irrigation Canal Maintenance. A Boise City drainage and irrigation easement and canal exists contiguous to the western property line of Lots 7, 8, 9, 10, 17, 18, 19, 20, 28, 29, 30 and 31 and said canal and easement exists over the southwest corner of the Lot 31, all in Block 1. The canal is owned by the City of Boise and operated by its Parks Department. A portion of each of the aforementioned Lots contiguous to the

westerly boundary of the Project have been configured into an approved amenity design configuration, in lieu of fencing that complies with Boise City Code specifications for habitation proximate to a drainage or irrigation canal. The following provisions and restrictions are applicable to the Owners of all Lots in the Project:

(a) All Owners recognize the potential hazard of the above-described water amenity in regard to children and pets and shall exercise care and caution and hereby accept the risk of its presence adjacent to or upon each Lot and adjacent to the Project.

(b) Subject to the Boise Canal District's approval, the Owners of Lots contiguous to the canal may enter upon the canal and canal easement contiguous to their respective Lots for the purpose of bank maintenance and enhancement and each shall allow Boise City, its City Parks Department, the lessee or operator of the adjacent golf course or the Boise Canal District reasonable access to each Lot for periodic inspection and maintenance of the canal.

(c) Owners of the designated Lots are prohibited from fencing and constructing bridges over the canal or from damming, filling, placing stones in or taking any other actions which would restrict the flow of water in the canal.

(d) Owners of contiguous Lots may provide comparable vegetation enhancement of the canal bank provided same does not restrict the flow of water in the canal.

(e) All Owners shall comply with any agreement entered into between the Declarant or the Association and Boise City, the golf course lessee or operator, the Boise Canal District, or any other agency pertaining to the use, operation, inspection or maintenance of the canal.

3. Lot Maintenance. Each Owner shall be fully responsible for maintaining and keeping in good order and repair the exterior and interior of his own entire Lot, balcony, fencing, patio areas and landscaping.

4. Types of Insurance. The Association shall obtain and keep in full force and effect at all times, the following insurance coverage on the Common Area only, 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) Casualty Insurance. Any improvement constructed on the Common Area may, at the discretion of Directors of the Association, be insured for the full replacement thereof in the event of damage or destruction, including fire and extended coverage, which policy or policies shall be purchased by the Association and show the Association, the Owners and mortgagees as named insureds as their interest may appear. The Association may comply with the above requirements by the purchase of blanket coverage and may elect such "deductible" provisions as in the Association's opinion are consistent with good business practice. No individual Owner shall be excused from assessments attributable to such policy for any reason and the existence of such a blanket policy is declared to be in the mutual interests of all Owners and the Declarant, except upon the approval 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.

(b) Public Liability and Property Damage Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Coverage shall include, without limitation, liability for the personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other use of the Project.

(c) Workmen's Compensation and Employer's Liability Insurance. The Association shall purchase workmen's compensation and employer's liability insurance and all other similar insurance in respect to employees of the Association in the amounts and in the forms now or hereafter required by law for any employees of the Association.

(d) Fidelity Insurance. The Association shall purchase, if the Board of Directors deems reasonable and cost-justified, in such amounts and in such forms as it shall deem appropriate, coverage against dishonesty of employees, destruction or disappearance of money or securities and forgery.

(e) Other. The Association may obtain insurance against such other risks, of a similar or dissimilar nature as it shall deem appropriate with respect to the Project,

including any personal property of the Association located thereon.

(f) Form. Casualty insurance shall be carried in a form or forms naming the Association the insured. The Association shall furnish to each Owner and to Declarant a true copy of such policy. All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of breach of warranty, act, omission, negligence or noncompliance with any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy. All policies of insurance shall provide further that the insurance under any such policy as to the interest of all other insured Owners not guilty of any such act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

Public liability and property damage insurance shall name the Association the insured, as trustee for the Owners, and shall protect each Owner against liability for acts of the Association, its agents and employees, in connection with the ownership, operation, maintenance or other use of the Project.

(g) Owner's Responsibility. All fire and casualty insurance coverage for full replacement of the Unit, and casualty and public liability insurance coverage within each individual Unit and for activities of the Owner, not acting by the Association, with respect to the Common Area, insurance coverage against loss from theft on all personal property and insurance coverage on items of personal property placed in the Unit by Owner, shall be the responsibility of the respective Owners.

(h) Insurance Proceeds. The Association shall receive the proceeds of any casualty insurance payments received under policies obtained and maintained pursuant to this Article. The Association shall apportion the proceeds to the portions of the proceeds attributable to damage to the Common Area. To the extent that reconstruction is required herein, the proceeds shall be used for such purposes. To the extent that reconstruction is not required herein and there is a determination that the Project shall not be rebuilt, the proceeds shall be distributed to the Owners in

an amount proportionate to their interest in the Project equivalent to the amount each Owner paid for a Lot and improvements thereon. Each Owner and each mortgagee shall be bound by the apportionments of damage and of the insurance proceeds made by the Association pursuant hereto.

(i) Owner's Own Insurance. Each Owner may obtain insurance at his own expense providing coverage upon his Lot, his personal property, for his personal liability, and covering such other risks as he may deem appropriate, but each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies which the Association obtains pursuant to this Article. All such insurance shall waive the insurance company's right to subrogation against the Association, the other Owners, and the servants, agents and guests of any of them, if such insurance can be obtained in the normal practice without additional premium charge for the waiver of rights of subrogation.

ARTICLE X

PROPERTY USE RESTRICTIONS

The following restrictions shall be applicable to the Project and shall be for the benefit of and a limitation upon all present and future Owners in the Project, or of any interest therein:

1. Affects Title. Title to each Lot is hereby made subject to the terms and conditions hereof, which bind the Declarant and all subsequent Owners, whether or not it be so expressed in the deed by which any Owner acquires his Lot.

2. Lot Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot such as are in conformity with the subdivision plat and these Covenants, Conditions and Restrictions.

3. Signs. Unless written approval is first obtained from the architectural committee, no sign of any kind shall be displayed to public view on any building or building site on said property except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed and only the Declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of said property, except that a dog or cat or other household pets must be kept within a Unit or within a fenced area and not visible from any street. Any animals outside a 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.

5. Garbage and Refuse Disposal. No part of said property 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 property except in a sanitary container. Any incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers shall be kept out of view except on collection days.

6. Nuisance. No noxious or offensive or unsightly conditions shall be permitted upon any part of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No exposed antennae or satellite dishes of any kind shall be erected on the properties (including, but not limited to, television or radio antennae).

7. Outbuildings. No trailer, motor home, 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.

8. Storage of Vehicles and Equipment. Parking of boats, trailers, motorcycles, trucks, truck campers, recreational vehicles, and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any Lot nor on public ways except in a completely enclosed garage attached to the Dwelling Unit.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and line connecting them at points forty (40) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be

permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. 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.

11. No garage door shall remain open for any time period except during ingress and egress of vehicles of individuals.

12. No portion of any Lot shall be used for the conduct of any trade or business or professional activity; no noxious or undesirable act or undesirable use of any portion of the real property shall have the unqualified right to determine whether any such act or activity is noxious or undesirable and such determination shall be binding upon all parties.

13. No television antennas, satellite dishes or radio aeriels shall be installed on the Lot or exterior of a residence.

14. No activity shall be conducted on or in any Lot or in the Project which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon said property; no open fires shall be lighted or permitted on any property except in a self-contained barbeque unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

15. Architectural Guidelines and Construction Requirements.

A. Architectural Guidelines. Compliance with the Warm Springs Estates platted as Trolley Estates Architectural Guidelines promulgated effective July 3, 1991, or as same may be amended (the "Architectural Guidelines") is required. A requested variance from the Design Standards must be submitted to and approved by the Architectural Control Committee.

B. Site Grading Plan. Any berming or variation in grade must be approved by the Architectural Control Committee.

C. Landscaping. A landscaping plan for each Lot must be conform to the overall Project planting plan, Exhibit "A" hereto, and otherwise comply with the Architectural Guidelines.

D. Setbacks. The setbacks shall be all those approved by the City of Boise and as required by the Architectural Guidelines and as shown in Exhibit "B" hereto.

E. Building Criteria, Materials and Colors. The building criteria, materials and colors shall comply with the Architectural Guidelines.

F. Building Height. All houses shall be two stories in height or less and shall otherwise comply with the Architectural Guidelines.

G. Fencing. All fences shall be located as set forth in Exhibit "C" and shall conform to the specifications set forth in the Architectural Guidelines.

16. Minimum Size and Fair Market Value Standards. Every single family Dwelling Unit shall have no less than 1,500 square feet, exclusive of garages, and every two-story home shall have no less than 2,000 square feet, exclusive of garages. No Dwelling Unit shall be constructed having a fair market value, inclusive of the value of the Lot, less than three times the most recent Lot purchase price for the subject Lot. The foregoing are minimum sizes and values only and the Architectural Control Committee reserves the right to increase minimum dwelling unit sizes and increase the minimum fair market values if, in the Architectural Control Committee's sole discretion, determines that same is necessary to protect and preserve property values of adjoining Lots and Lots throughout the Project, as well as to preserve harmonious design, layout, height, size and bulk of dwelling units in the Project.

17. Special Restrictions and Height Limitations as to Certain Lots. Heights of dwelling units shall be limited as set forth in Exhibit "B", depending upon the Lot location and number of stories and shall otherwise comply with the Architectural Guidelines.

ARTICLE XI

GENERAL PROVISIONS

1. Enforcement. The 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 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 hereby contained shall in no event be deemed a waiver of the right to do so thereafter. In the event suit is brought to enforce the covenants contained herein the prevailing party shall be entitled to recover a reasonable attorney fee in addition to allowable costs.

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

3. Term of Restrictions and Amendment. These restrictions shall run with the land described herein, and shall be binding upon the parties hereto and all successors in title or interest to said real Property or any part thereof, until January 1, 2021, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the Owner or Owners of the legal title to no less than two-thirds of the platted Lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions. Such termination or amendment shall become effective upon the filing of such instrument or instruments for records in the office of the Recorder of Ada County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the records of the plats and record of this deed in which these Restrictive Covenants are set forth, and all amendments thereof.

4. No Right of Reversion. Nothing herein contained in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right of reversion or re-entry for breach or violation of any one or more of the provisions hereof.

5. Benefit of Provisions - Waiver. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association and the Owner

or Owners of any portion of said Property, and their heirs and assigns, and each of their legal representatives, and failure by Declaration or by the Association or by any of the Property Owners or their legal representatives, heirs, successors or assigns, to enforce any of such conditions, restrictions or charges herein contained shall in no event be deemed a waiver of the right to do so.

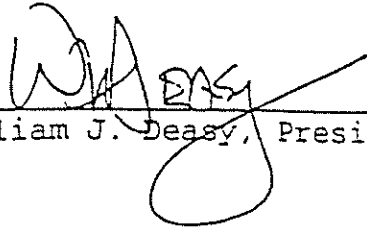
6. Assignment by Declarant. Any or all rights, powers and reservations of Declaration herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and which will assume the duties of the Declarant hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent in writing to accept such assignment and assume such duties it shall, to the extent of 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 the Declarant alone, so long as it owns any interest in any portion of said Property.

7. Amendment. Notwithstanding anything contained in the foregoing Declaration or in the Articles of Incorporation or laws for Trolley Estates Homeowners Association, any amendment of the Articles of Incorporation or any mortgage or conveyance of the Common Area shall require the approval of at least two-thirds (2/3) of the Lot Owners.

8. Covenants Run with the Land. The covenants, promises and obligations set forth in this Declaration shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of all of the Lot Owners and the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 27 day of August, 1991.

CENTENNIAL PROPERTIES, INC.,
an Idaho corporation

By 
William J. Deasy, President

By Don Gile
Don Gile, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

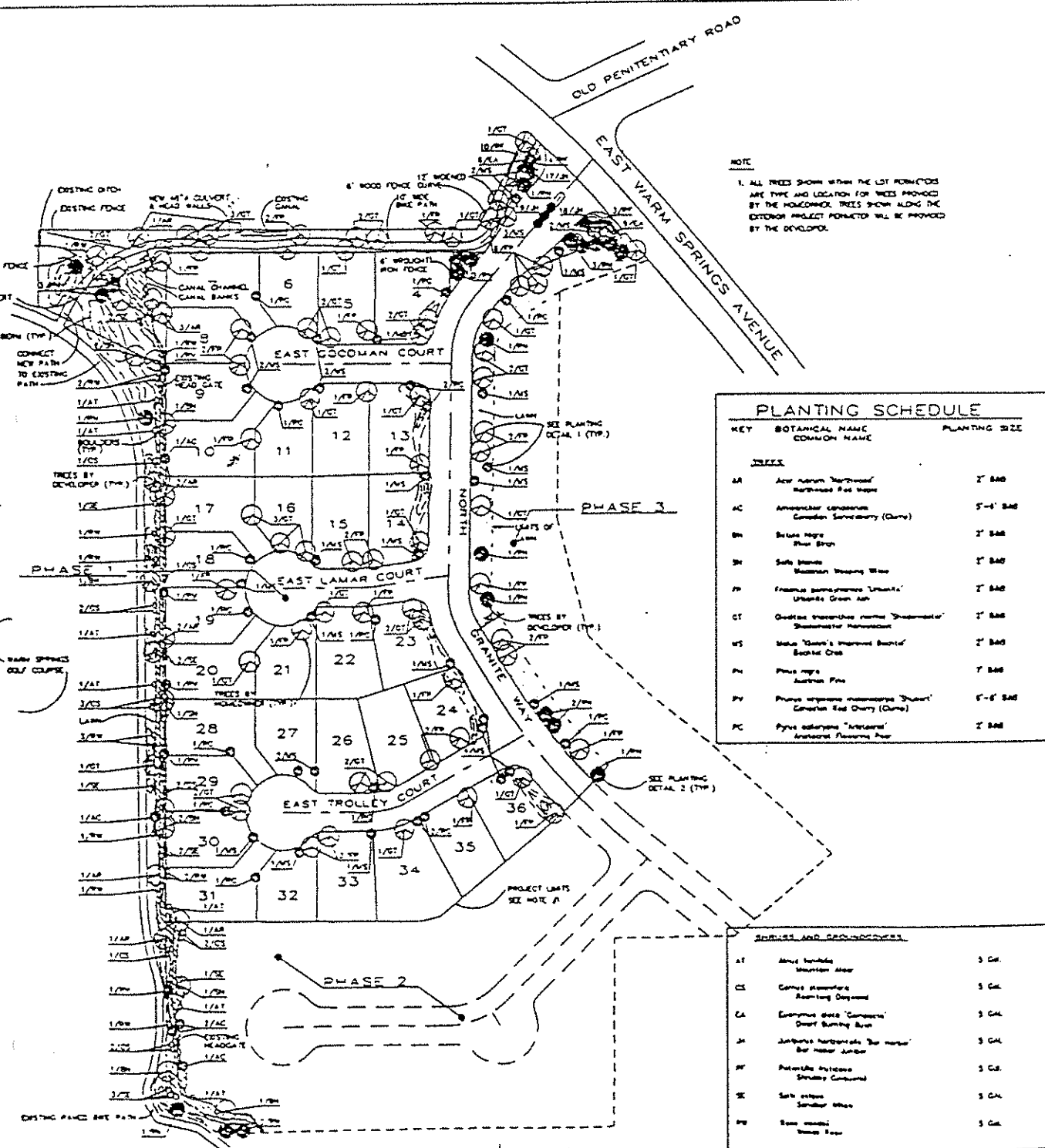
On this 27 day of August, 1991, before me, the undersigned, a notary public in and for said state, personally appeared WILLIAM J. DEASY and DON GILE, known or identified to me to be the President and Secretary, respectively, of CENTENNIAL PROPERTIES, whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same on behalf of said corporation and acknowledged that said corporation executed the same.

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

Sylvia L. Lalard
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 6-22-94



EXHIBIT "A"



NOTE
 1. ALL TREES SHOWN WITHIN THE LOT FOOTPRINTS ARE TYPE AND LOCATION FOR TREES PROVIDED BY THE HOMEOWNER. TREES SHOWN ALONG THE EXISTING PROJECT PERIMETER WILL BE PROVIDED BY THE DEVELOPER.

PLANTING SCHEDULE		
KEY	BOTANICAL NAME COMMON NAME	PLANTING SIZE
TREES		
AA	Acer rubrum 'Redwood' Redwood Red Maple	2' B&O
AC	Ampelodesmos canadensis Canadian Serviceberry (Cune)	5'-6' B&O
BA	Betula nigra River Birch	2' B&O
BI	Betula pumila Northern Yellow Birch	2' B&O
FA	Fragaria virginiana 'Landscape' Virginia Green Ash	2' B&O
GT	Quercus macrocarpa 'Stuebeli' Stuebeli Magnolia	2' B&O
HS	Hales 'Queen's Improved' Bushel Bushel Oak	2' B&O
PI	Pinus strobus Norfolk Pine	7' B&O
PV	Pinus strobus 'Millers Blue' Millers Blue Pine	5'-6' B&O
PC	Prunella canadensis 'Landscape' Landscape Plum	2' B&O

SERIES AND SPECIFICATIONS		
AT	Amorpha canescens Northern Amor	5 Gal.
CS	Cornus paniculata Flowering Dogwood	5 Gal.
CA	Caryopteris divaricata Sweetgum	5 Gal.
JA	Jasminum floribundum 'Blue Star' Blue Star Jasmine	5 Gal.
PF	Philadelphus 'Autumn Snow' Autumn Snow	5 Gal.
SK	Syringa 'Kilgus' Kilgus Lilac	5 Gal.
SP	Spirea 'Alba' Alba Spirea	5 Gal.

WARM SPRINGS ESTATES - LANDSCAPE PLAN

EXHIBIT "B"

LEGEND

 BUILDING ENVELOPE

5' SETBACK TO BUILDING LINE - 1ST STORY, UNLESS NOTED OTHERWISE

BACK STORY

BACK STORY

20'

15' SETBACK ON 1ST STORY

25' SETBACK ON 2ND STORY

AL BLVD. LOT (S 4,13,14,23,24,36)

PHASE 1

20'

5' SETBACK ON BOTH SIDES TYP. 1ST STORY

10' SETBACK 2ND STORY

AL INTERIOR LOT

10' SETBACK 2ND STORY

5' SETBACK ON BOTH SIDES TYP. 1ST STORY

20' AT FRONT ENTRY GARAGE

30' AT SIDE ENTRY GARAGE

AL FLAG LOT (S 7,10,17,20,28,31)

OLD PENITENTIARY ROAD

EAST WARM SPRINGS AVENUE

EAST GOODMAN COURT

EAST LAMAR COURT

EAST TROLLEY COURT

NORTH

GRANITE WAY

PHASE 3



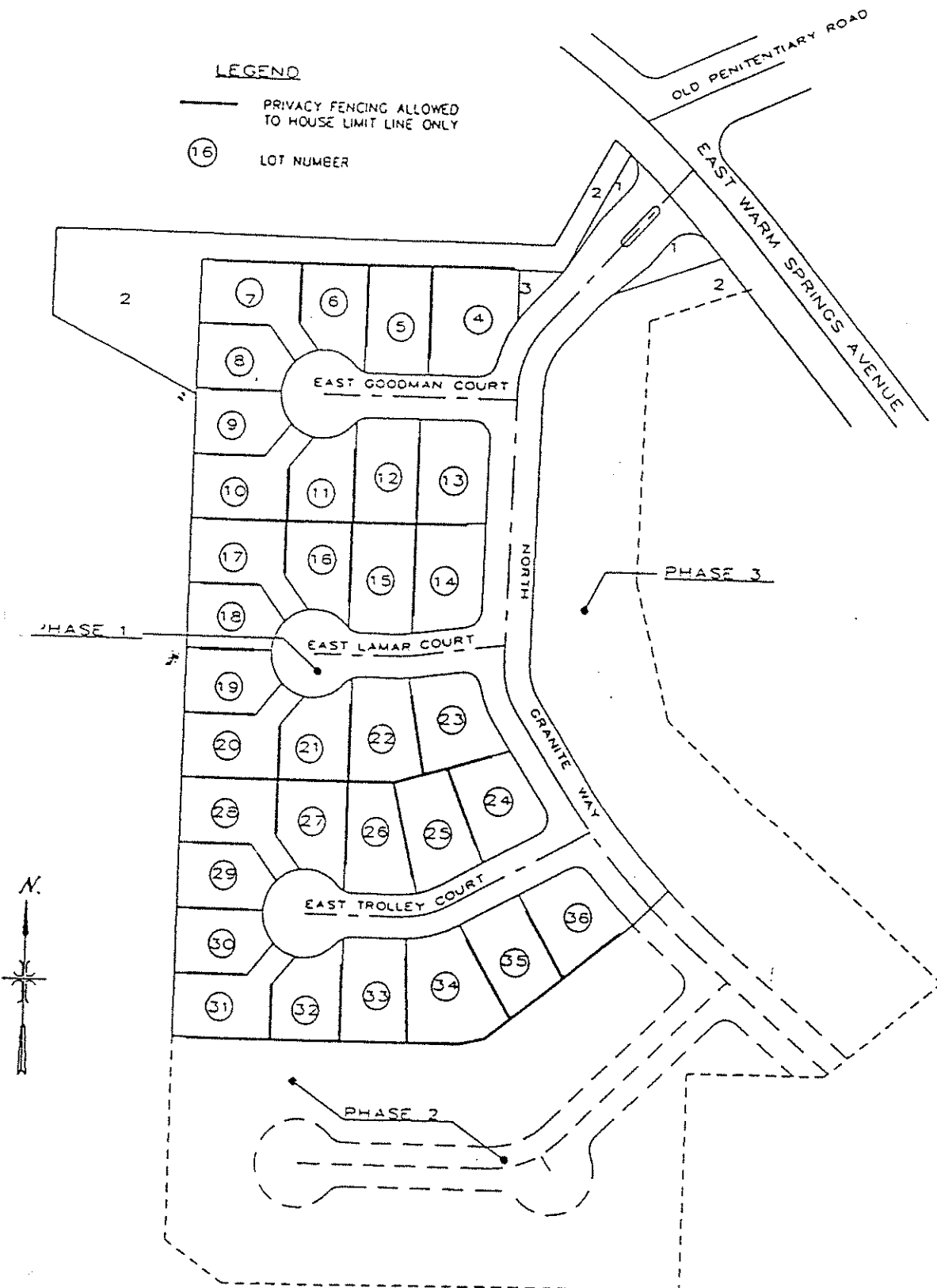
PHASE 2

EXHIBIT "C"

LEGEND

— PRIVACY FENCING ALLOWED TO HOUSE LIMIT LINE ONLY

①⑥ LOT NUMBER



WARM SPRINGS ESTATES - FENCING

59
5678

INDEXED

ADA COUNTY RECORDS FOR Penland & Munthe
J. DAVID NA...
RECORDER BY K. Kaiser

no fee

AMENDMENT
TO '92 OCT 6 AM 11 04
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TROLLEY ESTATES SUBDIVISION

1463001279

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TROLLEY ESTATES SUBDIVISION is made on the 15th day of July, 1992, by CENTENNIAL PROPERTIES, INC., an Idaho corporation, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant executed and recorded a certain Declaration of Covenants, Conditions, and Restrictions for Trolley Estates Subdivision on August 27, 1991, which was duly recorded on August 27, 1991, as Instrument No. 9147543 in the records of Ada County, Idaho; and

WHEREAS, Declarant desires to amend certain provisions in the Declaration; and

WHEREAS, Declarant owns in excess of two-thirds (2/3) of the lots within Trolley Estates Subdivision.

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article V MAINTENANCE ASSESSMENT AND MORTGAGEE RIGHTS, Section 9, is hereby amended to read as follows:

9. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties expressly dedicated to and accepted by a local public authority;
- (b) Any Common Areas;
- (c) Property owned by the Declarant prior to the time a dwelling unit is constructed thereon and occupied by a person other than Declarant, but in all events such exemption shall expire on July 1, 1999. However, no land or improvements occupied for dwelling use shall be exempt from said assessments.

2. Article VI, ARCHITECTURAL CONTROL, Section 1, is hereby amended to read as follows:

1. Approval. No building, fence, wall, hedge, structure, addition, painting, improvement, obstruction, ornament, landscaping or planting shall be placed upon, added or permitted to remain upon any part of said Property unless a written request for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved in writing by the Architectural Control Committee. Building plans shall consist of a minimum of a general site plan (showing compliance with setbacks, fencing and lot elevations), a detailed floor plan, a roof plan, elevation drawings of all faces, including architectural trim and detail. A landscaping plan shall include all items required under Article X, Section 15, B and C. Specifications shall be in sufficient detail to demonstrate quality of construction and compliance with Article X. In the event said Board, or its designated Architectural Control Committee, fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it in writing, approval shall not be required and this Article will be deemed to have been fully complied with.

The Architectural Control Committee shall serve for the benefit of the Declarant until such time as plans for the construction of all Lots in this subdivision have been approved. The Declarant shall have the sole right to appoint and remove members of the Architectural Control Committee and to appoint successors until the construction of improvements in the subdivision is completed. Upon the approval of plans for all Lots in the subdivision, including additional parcels annexed as provided in Article VII, the Architectural Control Committee shall cease to exist and function, provided, however, that the termination of the Architectural Control Committee or its failure to perform shall not alter or diminish any other provision of these Restrictive Covenants. Following termination of the Architectural Control Committee, the Board of Directors of the Association shall assume the responsibilities of the Architectural Control Committee.

As to all improvements, construction and alterations upon any building site, the Committee shall have the right to refuse improvements, construction or alterations, which, in its opinion, are not suitable or desirable for any reason, aesthetic or otherwise. In so passing upon such design, the Committee shall have the privilege in the exercise of its discretion to take into consideration the suitability of the proposed building or other structures, 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 Committee may also consider whether the proposed structure and design shall be in harmony with the surroundings, the effect of the building or other structure or alterations therein as planned when viewed from the adjacent or neighboring property, effect or impairment that said structure will have on the view of surrounding building sites, and any and all other factors which, in the Committee's opinion, shall affect the desirability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as approved.

Owners specifically agree with Declarant that such Committee, its members, the Board of Directors of the Association, and the Declarant shall incur no liability for any omission or act by any of said above-named parties under this Article VI of these restrictions. In the event of death or resignation of a member, the remaining two members shall have full authority to act and within a reasonable time after the occurrence of such vacancy, shall appoint a replacement.

Declarant reserves the right to construct residences and other improvements upon any residential lot building site in said subdivision and to offer said lots together with the completed residence and structures thereon for sale to individual owners.

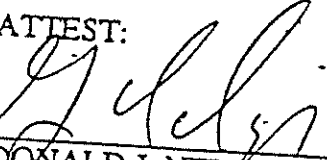
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, approves the same.

DATED this 15th day of July, 1992.

CENTENNIAL PROPERTIES, INC.
(an Idaho corporation)

Owner of Lots 6, 7, 9, 10, 12, 14, 15, 16, Block 1
and Lots 17, 18, 20, 21, 22, 23, Block 1,
Lots 24, 25, 26, 28, 29, 30, 31, Block 1,
Lots 32, 33, 34, 35, 36, Block 1.


BY: DONALD L. GILE, PRESIDENT

ATTEST:

DONALD J. NELSON, SECRETARY

STATE OF IDAHO)
County of Ada) : ss.

On this 29 day of June, 1992, before me, the undersigned, a Notary Public and for said State, personally appeared DONALD L. GILE, known or identified to me to be the President of CENTENNIAL PROPERTIES, INC., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

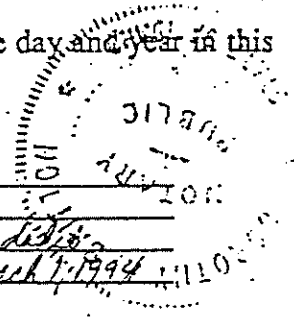
Scott McOmstake
Notary Public for Idaho
Residing at: Ada County Boise City
My Commission Expires: 7/15/94

STATE OF IDAHO)
): ss.
County of Ada)

On this 15th day of July, 1992, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD J. NELSON, known or identified to me to be the Secretary of CENTENNIAL PROPERTIES, INC., who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Monter A. Britton
Notary Public for Idaho
Residing at: Manitou Springs
My Commission Expires: March 1, 1994



10-16231

CLERK OF DISTRICT COURT
BOISE ID

NOTICE OF ANNEXATION AND
SUPPLEMENTAL DECLARATION OF COVENANTS, *Cosho, Humphrey*
CONDITIONS AND RESTRICTIONS '94 FEB 10 PG 2-07
FOR TROLLEY ESTATES NO. 2 SUBDIVISION *12th* FEB 10
RECORDED AT THE REQUEST OF *Jackson*

Recorded:
Instrument No.:

THIS NOTICE OF ANNEXATION AND SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant".

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

The Plat of Trolley Estates No. 2 Subdivision, recorded as Instrument No. 9335912, in Book 62 of Plats, at pages 6231 through 6232, records of Ada County, Idaho.

WHEREAS, Declarant has prepared and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Trolley Estates Subdivision ("Original Declaration"), which Declaration is dated August 27, 1991 and recorded as Instrument No. 9147547 on August 27, 1991; and

WHEREAS, said Original Declaration authorizes the Declarant to annex property adjoining Trolley Estates Subdivision and to prepare and record a Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the said Property is and shall be held 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 said Property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and reservations shall inure to the benefit of and be limitations upon all future owners of said Property, or any interest therein.

1. All Lots within Trolley Estates No. 2 Subdivision, to wit: Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Block 3, Trolley Estates No. 2 Subdivision, are hereby declared to be subject to the Original Declaration and the supplemental and additional restrictions set forth in this Supplemental Declaration.

2. All Lots in Trolley Estates No. 2 Subdivision, except for Lot 2, Block 3, are residential lots and the Owner of each of said Lots shall be entitled to membership in the Trolley Estates Homeowners Association, a non-profit corporation organized under the laws of the State of Idaho, its successors and assigns, and shall be subject to the rights and obligations of a member of said Association as set forth in the Declaration, the Articles of Incorporation and the Bylaws for the Association. For all Lots described in paragraph 1 hereof, the effective date of this annexation, the effective date of the Original Declaration and the effective date of this Supplemental Declaration, shall be the date that this instrument is recorded with the Ada County Recorder's Office.

3. Except where expressly provided otherwise, all terms shall have the definitions set forth in the Original Declaration.

4. The number of members in the Association shall be changed from 33 to 43 and each member shall own an undivided 1/43rd interest in the Common Area. All Lots subject to this Supplemental Declaration shall also be subject to the rules and regulations and architectural guidelines as set forth and as authorized in the Original Declaration.

5. The commencement date for the annual monthly assessments for each Lot which is subject to this Supplemental Declaration shall be the first day of the month following conveyance of each respective Lot to an Owner other than the Declarant, except as provided in paragraph 9 of Article V of the Original Declaration, except that the exemption provided for Declarant-owned Lots shall expire on July 1, 1995 as opposed to July 1, 1994.

6. Lot 2, Block 3 of Trolley Estates No. 2 Subdivision, is hereby reserved by the Declarant, and shall not be subject to any monthly or quarterly assessments. This Lot is reserved for the purpose of providing access from South Granite Way to additional properties that may be annexed and made subject to the Original Declaration, or alternatively, in the sole discretion of the Declarant, said property may be conveyed to the Association and used as Common Area or for such other purposes as the Declarant may determine in the instrument of conveyance or in any supplemental declaration.

7. The Owner of any residence constructed on any Lot subject to this Declaration which shares a common party wall along any portion of a Lot line separating any two Lots with another Lot shall have the rights and obligations set forth in this paragraph:

(a) Each Owner shall have the right to enter upon, over, under or through the Lot and Premises opposite the side of such common party wall or structural wall which faces the wall of such Owner for purposes of repairing, replacing, maintaining and renovating such wall or the utilities serving the Premises upon reasonable notice to the Owner of the adjoining Lot and, in the case of an emergency threatening life or property, without such notice.

(b) The Owner shall not drive, place or cause to be driven or placed any nails, screws, bolts or other objects into the party or structural wall which forms a

common boundary line with any structure built on any adjoining Lot, except that any Owner may use screws or nails or similar object to attach paneling, pictures or decorative objects to such walls which do not penetrate to a depth over one inch (1") as measured from the interior surface of such wall.

(c) No Owner shall erect or maintain any structures which may impede or interfere with any necessary maintenance, repairs or restoration of the party or structural wall.

(d) The wall constructed or to be constructed shall form a common wall or a party wall on the boundary line adjoining Lots and shall remain a party wall, each of the adjoining Owners shall have the right to use such as a common party wall jointly with the other adjoining Owner.

(e) The respective Owners shall be equally responsible for any marks, stains, repainting, redecorating and refurbishing of the wall on that portion of the wall which forms a party wall or structural wall on the side facing his Lot. Any damages done to the wall as a whole caused by the act of any Owner, his tenants, agents, guests or invitees, shall be the responsibility of such Owner. Any repairs or replacements necessary through ordinary wear and tear shall be the joint responsibility of the joint Owners and shared equally.

(f) Each Owner shall be subject to an easement for minor encroachments created by the construction, settling, overhangs, fences or other protrusions designed or constructed by Declarant, so long as it stands, and shall remain in existence. In the event any dwelling or other improvements are partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments onto parts of adjoining Lots due to construction or repair shall be permitted and then a valid easement for such encroachment and the maintenance thereof shall exist.

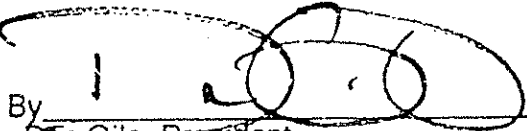
None of the Lots subject to this Supplemental Declaration shall be subject to the Boise City Solar Ordinance, BCC Section 9-20-7(l) by reason of being exempt under the definition of "solar lot" and otherwise as set forth in the Boise City Solar Ordinance.

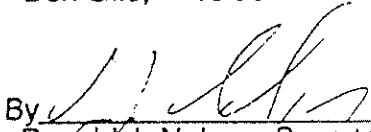
The covenants, promises and obligations set forth in this Supplemental Declaration shall run with the land and be binding upon and inure to the benefit of the successors and assigns of all of the Lot Owners and the Association.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this _____ day of _____, 1994.

CENTENNIAL PROPERTIES, INC.,
an Idaho corporation

By 
Don Gile, President

By 
Donald J. Nelson, Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared **DON GILE** and **DONALD J. NELSON**, known or identified to me to be the President and Secretary, respectively, of **CENTENNIAL PROPERTIES**, whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same on behalf of said corporation and acknowledged that said corporation executed the same.

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




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

62/6201

94013299

John Welsh
NOTARY PUBLIC

J. DAVID NAVARRO

BOISE ID

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SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS '94 FEB 11 AM 10 43

FOR TROLLEY ESTATES NO. 2 SUBDIVISION

RECORDED AT THE REQUEST OF *J. David Navarro*

Recorded:
Instrument No.:

THIS SECOND SUPPLEMENTAL DECLARATION, made on the date hereinafter set forth by the undersigned, hereinafter referred to as "Declarant".

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

The Plat of Trolley Estates No. 2 Subdivision, recorded as Instrument No. 9335912, in Book 62 of Plats, at pages 6231 through 6232, records of Ada County, Idaho.

WHEREAS, Declarant has prepared and caused to be recorded a Declaration of Covenants, Conditions and Restrictions for Trolley Estates Subdivision ("Original Declaration") which Declaration is dated August 27, 1991 and recorded as Instrument No. 9147547 on August 27, 1991; and

WHEREAS, Declarant has prepared and caused to be recorded a Notice of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Trolley Estates No. 2 Subdivision ("First Supplemental Declaration"), which Declaration is dated February 4, 1994 and recorded as Instrument No. 94012954 on February 10, 1994; and

WHEREAS, Declarant is, pursuant to the original Declaration and First Supplemental Declaration, authorized to amend each; and

WHEREAS, Declarant is the owner of all of the Lots within Trolley Estates No. 2 Subdivision, and has determined that it is in its best interests and in the best interests of future owners of Lots within said Subdivision to supplement the Restrictive Covenants in certain respects.

NOW, THEREFORE, Declarant hereby declares that all of the said Property is and shall be held 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 said Property. Said easements, covenants, restrictions, conditions and reservations shall constitute covenants to run with the land and shall be binding upon all persons claiming under them and also that these conditions, covenants, restrictions, easements and

SECOND SUPPLEMENTAL DECLARATION, Page 1.

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reservations shall inure to the benefit of and be limitations upon all future owners of said Property, or any interest therein.

1. Application and Purpose. All Lots within Trolley Estates No. 2 Subdivision except for Lot 2, Block 3, are patio homes built or to be built by Declarant or Declarant's Designee, and Declarant hereby declares it is the purpose to provide uniformity of appearance, paint color and maintenance of the exterior and certain other improvements located on each of said patio home residential Lots.

"Exterior maintenance" shall mean the exterior of all patio homes subject to this Second Supplemental Declaration, including also doors, stucco exteriors, wood or composite siding, soffits, gutters, roof shingles and fences, but excluding therefrom glass windows, sidewalks, patios and driveways.

2. All Lots subject to this Second Supplemental Declaration shall be subject to a special assessment, the maximum of which shall be \$40.00 per month until July 1, 1995. Thereafter, special assessments may be increased only upon notice to owners of all Lots which will be subject to the special assessment, subject to the notice procedures and authority of the Board of Directors as set forth in Article V, paragraph 3 of the original Declaration.

3. Patio Home Committee. There is hereby created a special standing committee of the Association which shall consist of all of the owners of Lots subject to the special assessment provided in this Second Supplemental Declaration entitled the "Patio Home Committee". The Patio Home Committee shall meet at least annually and shall advise the Board of Directors at least annually of the Committee's position and recommendation with respect to the amount of special assessments, recommendations for expenditure from the Patio Home Special Assessment Fund; employment of contractors, and other matters which impact only the patio homes and their Owners. The findings and recommendations of the Patio Home Committee shall be binding upon the Board of Directors provided those recommendations are in writing and approved by a majority of the Lots subject to the special assessment and do not require an amendment of the First Supplemental Declaration or the original Declaration.

4. Patio Home Committee's Authority. The Patio Home Committee's authority shall be limited to the color of any paint or other exterior treatment, the frequency of painting, the frequency of maintenance of yards and shrubs, but the Patio Home Committee shall have no authority and the Board of Directors shall not be obliged to follow the recommendations of the Committee that would result in any elimination of the special assessment, amendment of the First Supplemental Declaration or the original Declaration. Any amendment calling for the elimination of the special assessment shall require the vote of at least two-thirds (2/3) of the owners of Lots subject to the special assessment.

5. Grant of Easement. All Lots subject to this Second Supplemental Declaration hereby grant unto the Association an easement for purposes of painting, repairing and maintaining the exterior of all residences located on such Lots, and mowing lawns and trimming shrubs and trees on said Lots.

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6. Special Fund and Limited Purpose of Special Assessments. All special assessments shall be deposited into a special fund which shall be maintained by the Board and segregated in a separate account separate and apart from other funds controlled by or collected by the Association. All funds deposited in the special account shall be used only for the exterior maintenance and yard maintenance of patio home Lots subject to this Second Supplemental Declaration. Deposits and withdrawals from the special account shall be made by the Board of Directors under rules and procedures as the Board of Directors may determine.

"Yard maintenance" shall include the maintenance of mowing, trimming and fertilizing of yards, shrubs and trees located only in front and side yards and shall not include the fences and enclosed back yards.

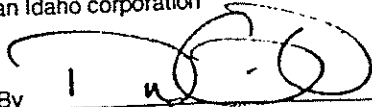
7. Additional Lands Subject to Special Assessment. Additional lands may be made subject to the special assessment provided they are residential Lots located in the immediate vicinity of Trolley Estates No. 2 Subdivision, are residential Lots upon which are built patio homes having a size and configuration similar to the patio homes built on the residential Lots in Trolley Estates No. 2 Subdivision. Such additional lands may be made subject to this Second Supplemental Declaration upon conformance with Article VII of the original Declaration and by also referencing this Second Supplemental Declaration.

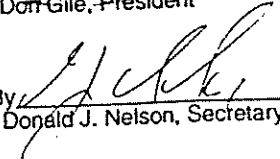
8. No Implied Repeal. All provisions of the original Declaration and the First Supplemental Declaration shall remain in full force and effect except as expressly modified by this Second Supplemental Declaration.

9. Successors and Assigns. The covenants, promises and obligations set forth in this Second Supplemental Declaration shall run with the land and be binding upon and inure to the benefit of the respective successors and assigns of all of the Lot Owners and the Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4 day of Feb, 1994.

CENTENNIAL PROPERTIES, INC.,
an Idaho corporation

By 
Don Gile, President

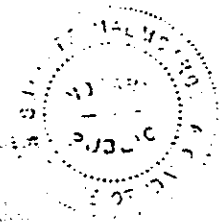
By 
Donald J. Nelson, Secretary

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STATE OF IDAHO)
County of Ada) ss.

On this 4th day of February, 1994, before me, the undersigned, a notary public in and for said state, personally appeared DON GILE and DONALD J. NELSON, known or identified to me to be the President and Secretary, respectively, of CENTENNIAL PROPERTIES, whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same on behalf of said corporation and acknowledged that said corporation executed the same.

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



Susan H. McOmstark
Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: