

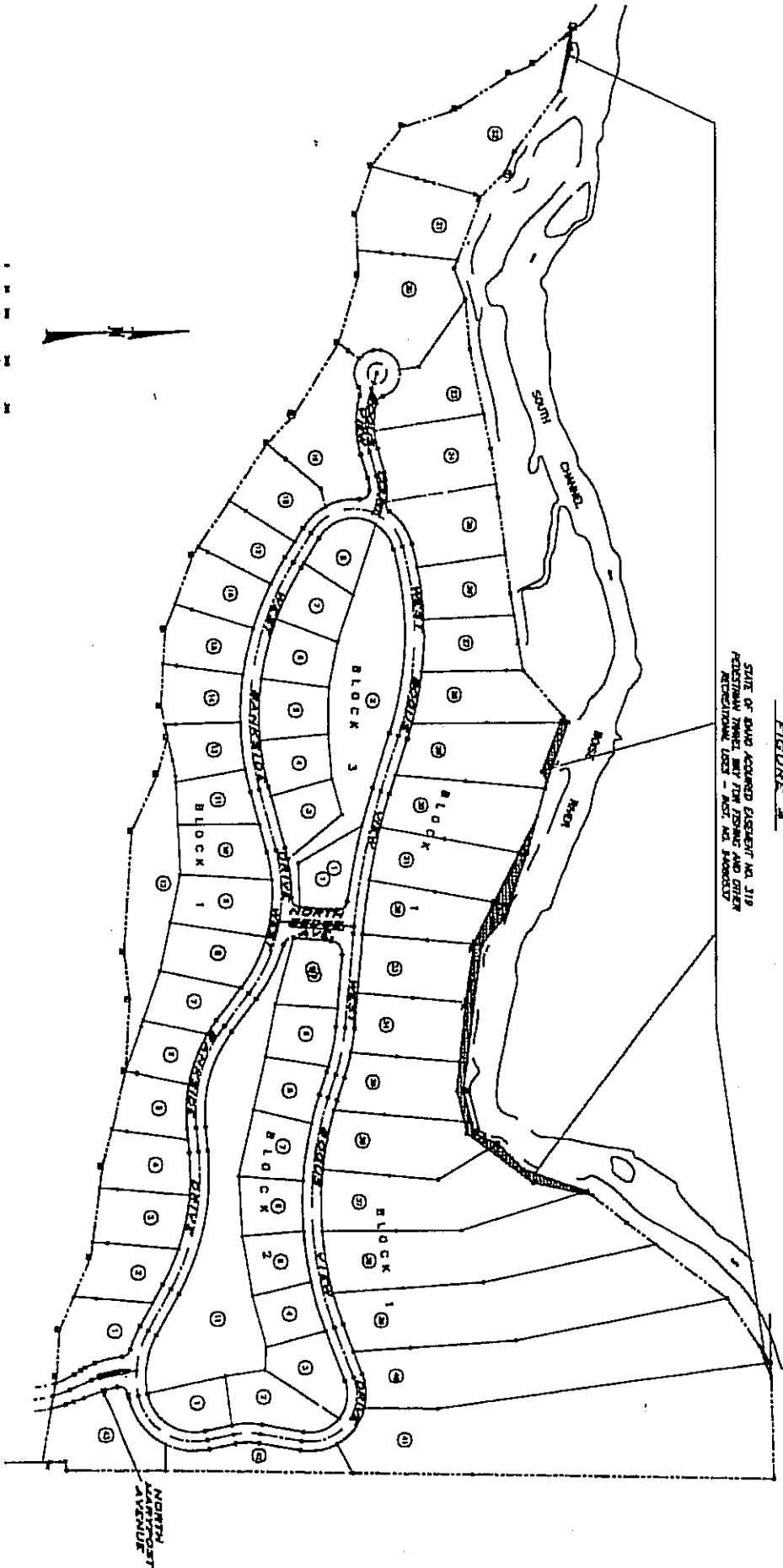


# STREAMSIDE SUBDIVISION

STATE OF IDAHO ACQUIRED EASEMENT NO. 519

FIGURE 4

STATE OF IDAHO ACQUIRED EASEMENT NO. 519  
FEDERAL TRAIL, WEST TOWN AND GREEN  
RECREATION TRAIL - WEST END PROJECT



TOOTHMAN-DITTON ENGINEERING COMPANY  
5222 CONWAY BLVD  
BOISE, IDAHO 83725

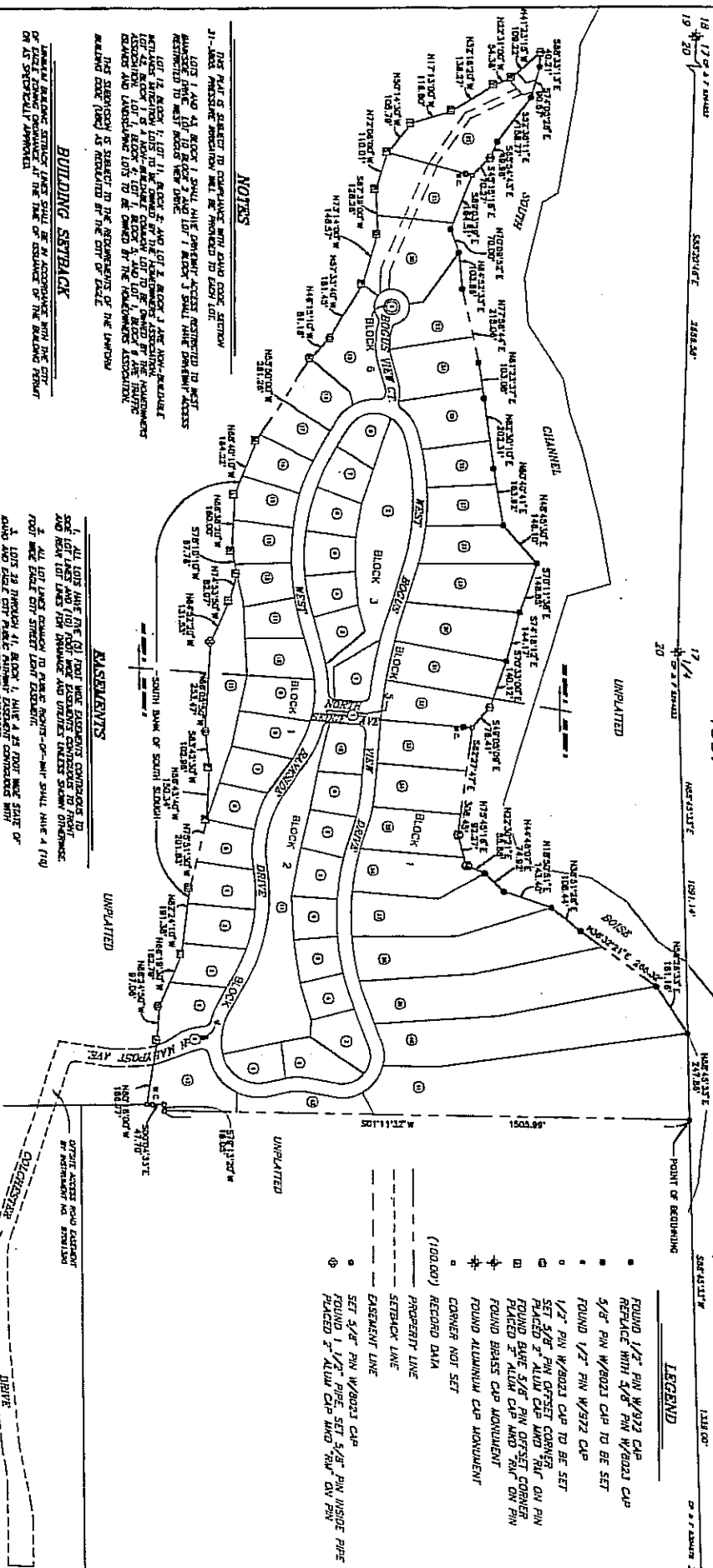
THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY TO SHOW THE GENERAL LAYOUT AND SPACING OF THE STREAMSIDE SUBDIVISION. ANY AMENDMENTS TO THE FINAL RECORDING PLAN AND ANY AMENDMENTS THEREIN, FOR APPROPRIATE DETAIL.

MASTER  
BK 75 of 7750

# STREAMSIDE SUBDIVISION

BEING THAT PORTION OF GOVERNMENT LOTS 2, 3 AND 4 SECTION 34, T.4N., R.1E., B.M., CITY OF EAGLE AND COUNTY OF GARZA, TRING SOUTH OF THE SOUTH CHANNEL OF THE RIVER ALBER TOGETHER WITH ADJACENT LAND SITUATED IN AND ADJACENT TO LOTS 2, 3 AND 4 AS DESCRIBED IN STATE OF LAND DISTRICT OF INTEREST NO. 50

1997



LEGEND

- FOUND 1/2" PIN W/972 CAP
- REFERENCE WITH 3/8" PIN W/8021 CAP
- 5/8" PIN W/8021 CAP TO BE SET
- FOUND 1/2" PIN W/972 CAP
- 1/2" PIN W/8021 CAP TO BE SET
- SET 3/8" PIN W/8021 CAP
- SET 5/8" PIN W/8021 CAP
- FOUND 3/8" PIN W/8021 CAP
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- CORNER NOT SET
- (100.00) RECORD DATA
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE
- SET 3/8" PIN W/8021 CAP
- FOUND 1 1/2" PIPE SET 3/8" PIN INSIDE PIPE
- PLACED 5" ALUM CAP AND 3/4" DW PIN

### NOTES

1. THIS PLAN IS SUBJECT TO COMPLIANCE WITH DRAINAGE DISTRICT ACTS AND ORDINANCES. 2. ALL ACCESS RESTRICTIONS WILL BE PROVIDED TO EACH LOT. 3. LOTS 1 AND 2, BLOCK 1, SHALL HAVE DRIVEWAY ACCESS RESTRICTED TO WEST SIDE OF LOT. 4. LOTS 3 AND 4, BLOCK 1, SHALL HAVE DRIVEWAY ACCESS RESTRICTED TO EAST SIDE OF LOT. 5. LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

### BUILDING SETBACK

MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF EAGLE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT OR AS SPECIFICALLY APPROVED.

### RESTRICTIVE COVENANTS

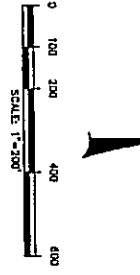
RECORDS AND COVENANTS IN THIS SUBDIVISION SHALL COMPLY TO THE STANDARDS ESTABLISHED BY THE RESTRICTIVE COVENANTS AS FILED IN THE RECORDS OF SAID COUNTY, TEXAS.

### MONUMENT CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAN IS BEING RECORDED UNDER THE PROVISIONS OF SAID ACTS AND ORDINANCES AND THAT ALL WITHIN COVENANTS WILL BE SET WITHIN ONE YEAR FROM THE RECORDING DATE OF THIS PLAN.

### BASEMENTS

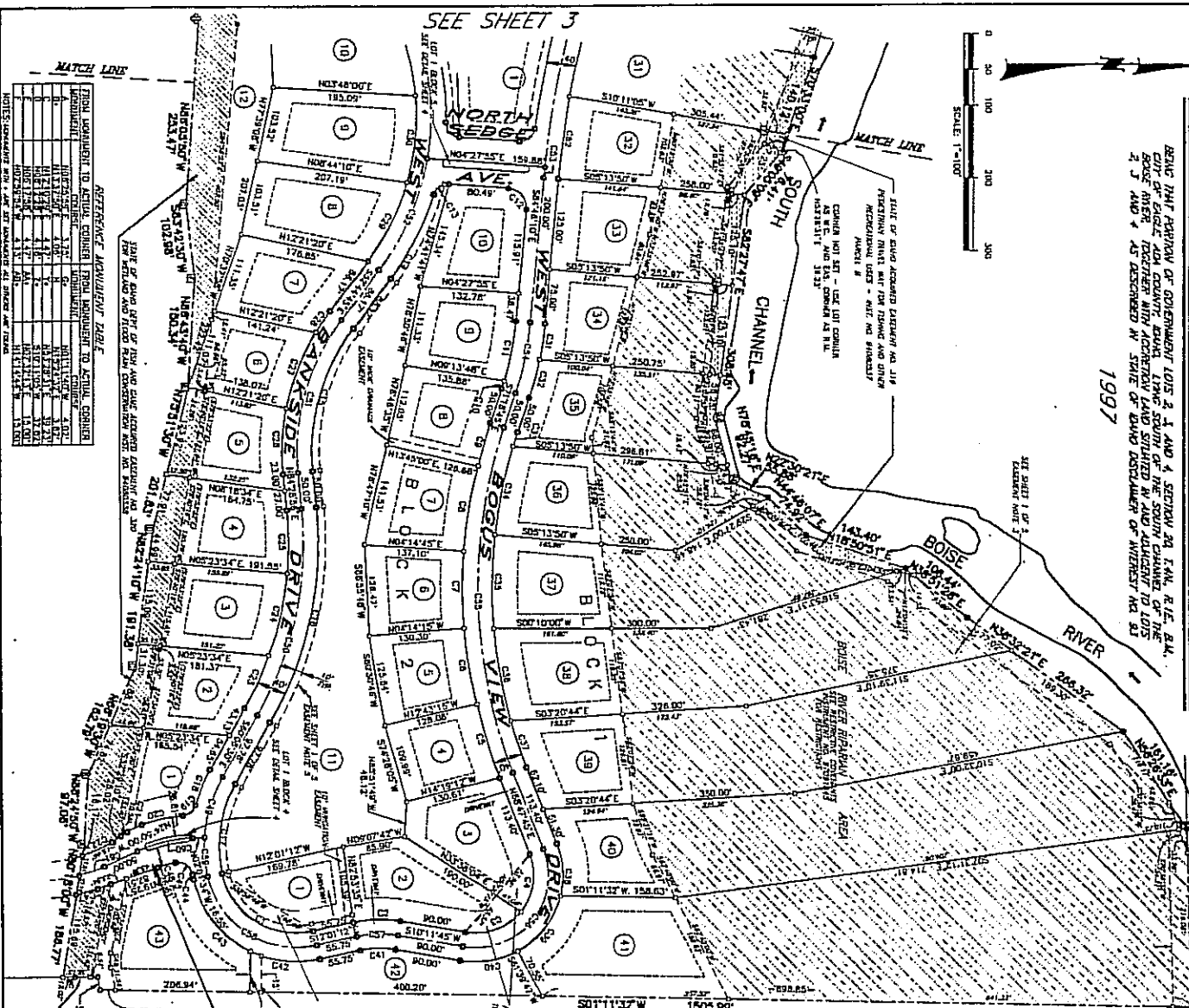
1. ALL LOTS HAVE THE CITY FOOT WIDE EASEMENT CONVEYED TO THE CITY OF EAGLE AND SAID CITY PUBLIC UTILITY DEPARTMENT.
2. ALL LOT LINES COMMON TO ADJACENT BLOCKS OR LOTS SHALL HAVE A (10) FOOT WIDE CITY STREET FRONT EASEMENT.
3. LOTS 20 THROUGH 41, BLOCK 1, HAVE A 25 FOOT WIDE STRIP OF THE ROAD LOT LINE, INSTANTLY NO. 2701144.
4. LOT 25, BLOCK 1, HAS A 15 FOOT WIDE STRIP OF ROAD AND EASE CITY PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
5. ALL LOT LINES OF LOT 1 AND LOT 11, BLOCK 2, THAT ARE COMMON WITH PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
6. ALL LOT LINES OF LOT 1 AND LOT 2, BLOCK 3, THAT ARE COMMON WITH PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
7. ALL LOT LINES OF LOT 1 AND LOT 2, BLOCK 4, THAT ARE COMMON WITH PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
8. ALL LOT LINES OF LOT 1 AND LOT 2, BLOCK 5, THAT ARE COMMON WITH PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
9. ALL LOT LINES OF LOT 1 AND LOT 2, BLOCK 6, THAT ARE COMMON WITH PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
10. LOTS 21 AND 22, BLOCK 1, HAVE A 15 FOOT WIDE STRIP OF ROAD AND EASE CITY PUBLIC UTILITY DEPARTMENT CONVEYED WITH THE SOUTH SIDE LOT LINE.
11. LOTS 21 AND 22, BLOCK 1, HAVE ACCESS BY EASEMENT THROUGH LOT 20, BLOCK 1, LOT 24, BLOCK 1 THAT ACCESS BY EASEMENT THROUGH LOT 21, BLOCK 1.



TOOTHMAN-ORTON ENGINEERING COMPANY  
8722 CANTON BLVD  
DALLAS, TEXAS 75241  
SHEET NO. 1 OF 5

# STREAMSIDE SUBDIVISION

DATE: MAY 1997  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]



**APPROXIMATE ADJUSTMENT TABLE**

FROM ADJUSTMENT TO ACTUAL CORNER	ADJUSTMENT	ADJUSTMENT	ADJUSTMENT
1	0.00	0.00	0.00
2	0.00	0.00	0.00
3	0.00	0.00	0.00
4	0.00	0.00	0.00
5	0.00	0.00	0.00
6	0.00	0.00	0.00
7	0.00	0.00	0.00
8	0.00	0.00	0.00
9	0.00	0.00	0.00
10	0.00	0.00	0.00
11	0.00	0.00	0.00
12	0.00	0.00	0.00
13	0.00	0.00	0.00
14	0.00	0.00	0.00
15	0.00	0.00	0.00
16	0.00	0.00	0.00
17	0.00	0.00	0.00
18	0.00	0.00	0.00
19	0.00	0.00	0.00
20	0.00	0.00	0.00
21	0.00	0.00	0.00
22	0.00	0.00	0.00
23	0.00	0.00	0.00
24	0.00	0.00	0.00
25	0.00	0.00	0.00
26	0.00	0.00	0.00
27	0.00	0.00	0.00
28	0.00	0.00	0.00
29	0.00	0.00	0.00
30	0.00	0.00	0.00
31	0.00	0.00	0.00
32	0.00	0.00	0.00
33	0.00	0.00	0.00
34	0.00	0.00	0.00
35	0.00	0.00	0.00
36	0.00	0.00	0.00
37	0.00	0.00	0.00
38	0.00	0.00	0.00
39	0.00	0.00	0.00
40	0.00	0.00	0.00
41	0.00	0.00	0.00

**BUILDING SETBACK TABLE**

BLOCK	FRONT	SIDE	REAR
1	10.00	10.00	10.00
2	10.00	10.00	10.00
3	10.00	10.00	10.00
4	10.00	10.00	10.00
5	10.00	10.00	10.00
6	10.00	10.00	10.00
7	10.00	10.00	10.00
8	10.00	10.00	10.00
9	10.00	10.00	10.00
10	10.00	10.00	10.00
11	10.00	10.00	10.00
12	10.00	10.00	10.00
13	10.00	10.00	10.00
14	10.00	10.00	10.00
15	10.00	10.00	10.00
16	10.00	10.00	10.00
17	10.00	10.00	10.00
18	10.00	10.00	10.00
19	10.00	10.00	10.00
20	10.00	10.00	10.00
21	10.00	10.00	10.00
22	10.00	10.00	10.00
23	10.00	10.00	10.00
24	10.00	10.00	10.00
25	10.00	10.00	10.00
26	10.00	10.00	10.00
27	10.00	10.00	10.00
28	10.00	10.00	10.00
29	10.00	10.00	10.00
30	10.00	10.00	10.00
31	10.00	10.00	10.00
32	10.00	10.00	10.00
33	10.00	10.00	10.00
34	10.00	10.00	10.00
35	10.00	10.00	10.00
36	10.00	10.00	10.00
37	10.00	10.00	10.00
38	10.00	10.00	10.00
39	10.00	10.00	10.00
40	10.00	10.00	10.00
41	10.00	10.00	10.00

- LEGEND**
- PROPERTY LINE
  - SETBACK LINE
  - EASEMENT LINE

- GENERAL NOTES:**
- 1) LOT 42, BLOCK 1 IS A NON-BUILDABLE LOT BELONGING TO THE HOMEOWNERS ASSOCIATION.
  - 2) LOT 11, BLOCK 2 IS A NON-BUILDABLE LOT BELONGING TO THE HOMEOWNERS ASSOCIATION.
  - 3) LOT 1, BLOCK 4 AND LOT 1, BLOCK 5 ARE RARELY BOUND/ADJACENT LOTS BELONGING TO AND BOUNDARY BY THE HOMEOWNERS ASSOCIATION.
  - 4) LOTS 1, 2 AND 3 OF BLOCK 2 ARE RESTRICTED TO THE RESIDENTS OF DRIVEMANS AS SHOWN ON THE PLAN BY A BOUND TO WARDEN CROWN VARIATION.
  - 5) LOTS 1 AND 2 OF BLOCK 1 ARE RESTRICTED TO THE RESIDENTS OF DRIVEMANS AND WEST BOUND WHEN BOGUS VIEW DRIVE. THESE DRIVEMANS SHALL BE LOCATED A MINIMUM OF 20 FEET FROM THEIR NEAREST EDGE TO THE SIDE STREET RIGHT-OF-WAY LINE.
  - 6) ALL DRIVEMANS SHALL BE LOCATED A MINIMUM OF 5 FEET FROM THE SIDE LOT LINE UNLESS BEING SHOWN WITH ADJACENT LOT.
  - 7) SEE EXHAUSTIVE NOTES ON SHEET 1 OF 5 FOR DIMENSIONS PERTAINING TO THE LOTS ON THIS SHEET.
  - 8) THE PRACTITIONER ASSUMES FOR LOT 1, BLOCK 2, ROAD ACCESS TO URBAN/URBANIZATION SYSTEM SHALL BE UNRESTRICTED TO BUSES, TRUCKS, AND DRIVERS.



**NOTEPALAN-ORTON ENGINEERING COMPANY**  
 1177 OAKMAN BLVD  
 BOISE, IDAHO 83725  
 (208) 333-5255

MASTER  
 8/751

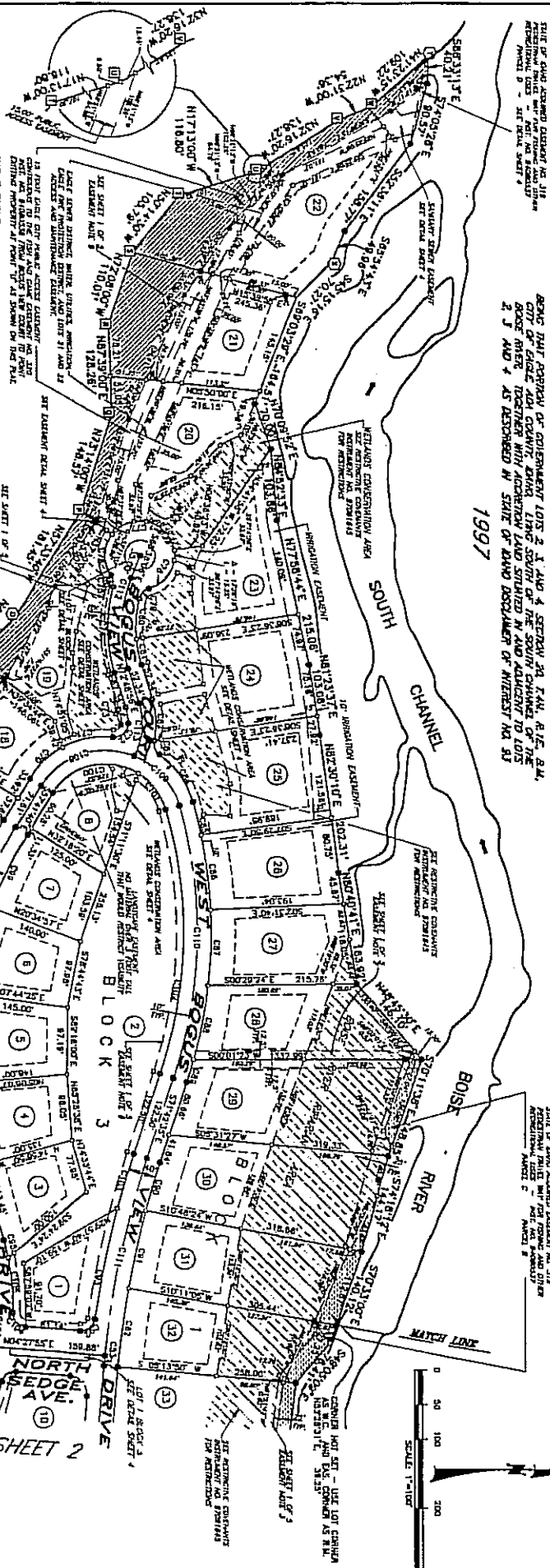
# STREAMSIDE SUBDIVISION

BOARD OF SUPERVISORS OF THE COUNTY OF SAN FRANCISCO, CALIFORNIA  
 CITY OF SAN FRANCISCO, CALIFORNIA  
 2 J AND 4 AS DISCLOSED IN STATE OF SAN FRANCISCO OF HIGHWAY NO. 33

1997

MASTER

AK 74 & 752



1. 100' CURVE RADIUS  
 2. 100' CURVE RADIUS  
 3. 100' CURVE RADIUS  
 4. 100' CURVE RADIUS  
 5. 100' CURVE RADIUS  
 6. 100' CURVE RADIUS  
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 9. 100' CURVE RADIUS  
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 27. 100' CURVE RADIUS  
 28. 100' CURVE RADIUS  
 29. 100' CURVE RADIUS  
 30. 100' CURVE RADIUS  
 31. 100' CURVE RADIUS  
 32. 100' CURVE RADIUS

LOT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	10,000	1.00%
2	10,000	1.00%
3	10,000	1.00%
4	10,000	1.00%
5	10,000	1.00%
6	10,000	1.00%
7	10,000	1.00%
8	10,000	1.00%
9	10,000	1.00%
10	10,000	1.00%
11	10,000	1.00%
12	10,000	1.00%
13	10,000	1.00%
14	10,000	1.00%
15	10,000	1.00%
16	10,000	1.00%
17	10,000	1.00%
18	10,000	1.00%
19	10,000	1.00%
20	10,000	1.00%
21	10,000	1.00%
22	10,000	1.00%
23	10,000	1.00%
24	10,000	1.00%
25	10,000	1.00%
26	10,000	1.00%
27	10,000	1.00%
28	10,000	1.00%
29	10,000	1.00%
30	10,000	1.00%
31	10,000	1.00%
32	10,000	1.00%

LOT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	10,000	1.00%
2	10,000	1.00%
3	10,000	1.00%
4	10,000	1.00%
5	10,000	1.00%
6	10,000	1.00%
7	10,000	1.00%
8	10,000	1.00%
9	10,000	1.00%
10	10,000	1.00%
11	10,000	1.00%
12	10,000	1.00%
13	10,000	1.00%
14	10,000	1.00%
15	10,000	1.00%
16	10,000	1.00%
17	10,000	1.00%
18	10,000	1.00%
19	10,000	1.00%
20	10,000	1.00%
21	10,000	1.00%
22	10,000	1.00%
23	10,000	1.00%
24	10,000	1.00%
25	10,000	1.00%
26	10,000	1.00%
27	10,000	1.00%
28	10,000	1.00%
29	10,000	1.00%
30	10,000	1.00%
31	10,000	1.00%
32	10,000	1.00%

LOT NO.	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	10,000	1.00%
2	10,000	1.00%
3	10,000	1.00%
4	10,000	1.00%
5	10,000	1.00%
6	10,000	1.00%
7	10,000	1.00%
8	10,000	1.00%
9	10,000	1.00%
10	10,000	1.00%
11	10,000	1.00%
12	10,000	1.00%
13	10,000	1.00%
14	10,000	1.00%
15	10,000	1.00%
16	10,000	1.00%
17	10,000	1.00%
18	10,000	1.00%
19	10,000	1.00%
20	10,000	1.00%
21	10,000	1.00%
22	10,000	1.00%
23	10,000	1.00%
24	10,000	1.00%
25	10,000	1.00%
26	10,000	1.00%
27	10,000	1.00%
28	10,000	1.00%
29	10,000	1.00%
30	10,000	1.00%
31	10,000	1.00%
32	10,000	1.00%

- GENERAL NOTES:
- 1) LOT 12, BLOCK 1, AND LOT 2, BLOCK 2 ARE UNDEVELOPABLE WETLANDS.
  - 2) LOT 12, BLOCK 1, AND LOT 2, BLOCK 2 ARE TO BE REMOVED FROM THE SUBDIVISION.
  - 3) LOT 12, BLOCK 1 IS RESTRICTED TO THE PLACEMENT OF WASTEWATER AS SHOWN ON THE PLAN IN ORDER TO MAINTAIN FLOOD PROTECTION.
  - 4) LOT 1, BLOCK 2 IS RESTRICTED TO THE PLACEMENT OF WASTEWATER AS SHOWN ON THE PLAN IN ORDER TO MAINTAIN FLOOD PROTECTION.
  - 5) ALL PROPOSED WASTEWATER LINES SHALL BE LOCATED WITHIN THE SETBACK LINE UNLESS OTHERWISE SHOWN WITH A DASHED LINE.
  - 6) SETBACK NOTES ON SHEET 1 OF 5 FOR ENCUMBRANCE PERMITS TO THE LOTS ON THIS SHEET.

**PROFFERMAN-ORTON ENGINEERING COMPANY**  
 1777 CALIFORNIA AVENUE  
 SAN FRANCISCO, CALIFORNIA 94109  
 SHEET NO. 9 OF 5



OK 75 89 7754

**STREAMSIDE SUBDIVISION**

**CERTIFICATE OF OWNERS**

HOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED IS THE OWNER OF THE PROPERTY HEREBY DESCRIBED:

A Parcel of land being a portion of Government Lots 2, 3 and 4 lying south of the South Channel of the Saugee River together with any accretion land being subject to Government Lots 2, 3 and 4 in Block 25, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 159th, 160th, 161st, 162nd, 163rd, 164th, 165th, 166th, 167th, 168th, 169th, 170th, 171st, 172nd, 173rd, 174th, 175th, 176th, 177th, 178th, 179th, 180th, 181st, 182nd, 183rd, 184th, 185th, 186th, 187th, 188th, 189th, 190th, 191st, 192nd, 193rd, 194th, 195th, 196th, 197th, 198th, 199th, 200th, 201st, 202nd, 203rd, 204th, 205th, 206th, 207th, 208th, 209th, 210th, 211st, 212nd, 213rd, 214th, 215th, 216th, 217th, 218th, 219th, 220th, 221st, 222nd, 223rd, 224th, 225th, 226th, 227th, 228th, 229th, 230th, 231st, 232nd, 233rd, 234th, 235th, 236th, 237th, 238th, 239th, 240th, 241st, 242nd, 243rd, 244th, 245th, 246th, 247th, 248th, 249th, 250th, 251st, 252nd, 253rd, 254th, 255th, 256th, 257th, 258th, 259th, 260th, 261st, 262nd, 263rd, 264th, 265th, 266th, 267th, 268th, 269th, 270th, 271st, 272nd, 273rd, 274th, 275th, 276th, 277th, 278th, 279th, 280th, 281st, 282nd, 283rd, 284th, 285th, 286th, 287th, 288th, 289th, 290th, 291st, 292nd, 293rd, 294th, 295th, 296th, 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726th, 727th, 728th, 729th, 730th, 731st, 732nd, 733rd, 734th, 735th, 736th, 737th, 738th, 739th, 740th, 741st, 742nd, 743rd, 744th, 745th, 746th, 747th, 748th, 749th, 750th, 751st, 752nd, 753rd, 754th, 755th, 756th, 757th, 758th, 759th, 760th, 761st, 762nd, 763rd, 764th, 765th, 766th, 767th, 768th, 769th, 770th, 771st, 772nd, 773rd, 774th, 775th, 776th, 777th, 778th, 779th, 780th, 781st, 782nd, 783rd, 784th, 785th, 786th, 787th, 788th, 789th, 790th, 791st, 792nd, 793rd, 794th, 795th, 796th, 797th, 798th, 799th, 800th, 801st, 802nd, 803rd, 804th, 805th, 806th, 807th, 808th, 809th, 810th, 811st, 812nd, 813th, 814th, 815th, 816th, 817th, 818th, 819th, 820th, 821st, 822nd, 823rd, 824th, 825th, 826th, 827th, 828th, 829th, 830th, 831st, 832nd, 833rd, 834th, 835th, 836th, 837th, 838th, 839th, 840th, 841st, 842nd, 843rd, 844th, 845th, 846th, 847th, 848th, 849th, 850th, 851st, 852nd, 853rd, 854th, 855th, 856th, 857th, 858th, 859th, 860th, 861st, 862nd, 863rd, 864th, 865th, 866th, 867th, 868th, 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- 1) 8. 01° 19' 32" W., 1,802.89 feet along the line between said lots 1 and 2 to a point in the roadway then as a straight line to the discharge easement of adjacent instrument.
- 2) 57° 13' 30" W., 18.08 feet along said roadway line;
- 3) 59° 04' 31" E., 4720 feet to a point in the 1/4 section line of the South-Southwest of the 21st Range, as shown on the plat of Survey No. 737 recorded in the County of Adams on June 3, 1955 or thereunto;
- 4) 182° 18' 00" W., 160.77 feet; thence
- 5) 182° 34' 00" W., 97.08 feet; thence
- 6) 182° 34' 00" W., 142.70 feet; thence
- 7) 182° 34' 00" W., 191.20 feet; thence
- 8) 182° 34' 00" W., 204.20 feet; thence
- 9) 182° 34' 00" W., 204.20 feet; thence
- 10) 182° 34' 00" W., 233.47 feet; thence
- 11) 182° 34' 00" W., 131.23 feet; thence
- 12) 182° 34' 00" W., 97.07 feet; thence
- 13) 57° 13' 30" E., 87.78 feet; thence
- 14) 57° 13' 30" E., 150.00 feet; thence
- 15) 182° 34' 00" W., 169.22 feet; thence
- 16) 182° 34' 00" W., 211.20 feet; thence
- 17) 182° 34' 00" W., 181.45 feet; thence
- 18) 182° 34' 00" W., 181.45 feet; thence
- 19) 182° 34' 00" W., 148.57 feet; thence
- 20) 182° 34' 00" W., 128.26 feet; thence
- 21) 182° 34' 00" W., 119.01 feet; thence
- 22) 182° 34' 00" W., 105.79 feet; thence
- 23) 182° 34' 00" W., 119.80 feet; thence
- 24) 182° 34' 00" W., 138.27 feet; thence
- 25) 182° 34' 00" W., 138.27 feet; thence
- 26) 182° 34' 00" W., 107.22 feet to the point of intersection of said boundary line of the South-Southwest of the 21st Range with the section corner line at the South-Southwest of the 21st Range; thence
- 27) 182° 34' 00" W., 107.22 feet to the point in the roadway line of the South-Southwest of the 21st Range; thence
- 28) 182° 34' 00" W., 40.81 feet; thence
- 29) 87° 40' 33" E., 60.57 feet; thence
- 30) 52° 28' 11" E., 120.77 feet; thence
- 31) 55° 34' 41" E., 49.98 feet; thence
- 32) 54° 51' 31" E., 70.27 feet; thence
- 33) 55° 03' 21" E., 164.21 feet; thence
- 34) 48° 49' 53" E., 101.88 feet; thence
- 35) 48° 49' 53" E., 210.66 feet; thence
- 36) 48° 49' 53" E., 207.51 feet; thence
- 37) 48° 49' 53" E., 103.00 feet; thence
- 38) 48° 49' 53" E., 141.02 feet; thence
- 39) 48° 49' 53" E., 141.02 feet; thence
- 40) 48° 49' 53" E., 141.02 feet; thence
- 41) 57° 01' 15" E., 148.05 feet; thence
- 42) 57° 01' 15" E., 141.17 feet; thence
- 43) 57° 01' 15" E., 141.17 feet; thence
- 44) 57° 01' 15" E., 141.17 feet; thence
- 45) 57° 01' 15" E., 141.17 feet; thence
- 46) 57° 01' 15" E., 141.17 feet; thence
- 47) 57° 01' 15" E., 141.17 feet; thence
- 48) 57° 01' 15" E., 141.17 feet; thence
- 49) 57° 01' 15" E., 141.17 feet; thence
- 50) 57° 01' 15" E., 141.17 feet; thence
- 51) 57° 01' 15" E., 141.17 feet; thence
- 52) 57° 01' 15" E., 141.17 feet; thence
- 53) 57° 01' 15" E., 141.17 feet; thence

and said plat containing 5120 acres, more or less.

It is the intention of the undersigned to, and they do hereby declare and state to all men, that the undersigned does by these presents intend to convey the above described lots to the persons named in this plat and to the heirs and assigns of the persons named in this plat. It is the intention of the undersigned to use said lots for the purposes described in the plat, and the undersigned hereby irrevocably and exclusively reserves for public utilities and for such other uses as are herein provided.

All of the lots in this subdivision shall be eligible to receive water from the public water supply of the City of Eagle, Idaho, and the undersigned hereby irrevocably and exclusively reserves the right to convey water from the public water supply of the City of Eagle, Idaho, to the lots in this subdivision.

In witness whereof, I have hereunto set my hand this 1st day of August, 1927.

Stanwood of Eagle, Idaho  
*Stanwood of Eagle*  
 President

**APPROVAL OF THE CITY ENGINEER**

I, THE UNDERSIGNED CITY ENGINEER AND FOR THE CITY OF EAGLE ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAN OF STREAMSIDE SUBDIVISION.

CITY ENGINEER - EAGLE IDAHO  
*Robert E. Jones*  
 August 1, 1927

**APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT**

SAUBER RESOLUTIONS OF THE HEALTH BOARD APPROVED TO THE LETTER TO BE READ BY THE HEALTH DEPARTMENT RECORDED OF THE ABOVE LISTING THE COMMISSIONERS OF HEALTH DEPARTMENT.

CENTRAL DISTRICT HEALTH DEPARTMENT  
 ADA COUNTY  
*Thomas E. Shanks*  
 August 1, 1927

**ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE**

THE FOREGOING PLAN AND MAP HAS BEEN ACCEPTED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 1st DAY OF AUGUST 1927.

ADA COUNTY HIGHWAY DISTRICT  
*Robert E. Jones*  
 August 1, 1927

**APPROVAL OF THE CITY COUNCIL**

I, THE UNDERSIGNED CITY CLERK AND FOR THE CITY OF EAGLE ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAN OF STREAMSIDE SUBDIVISION AND SAID WATER RIGHTS AND APPROVED.

CITY CLERK - EAGLE IDAHO  
*Robert E. Jones*  
 August 1, 1927

**ACKNOWLEDGEMENT**

STATE OF IDAHO  
 COUNTY OF ADA

I, the undersigned, being of legal age and sound mind, do hereby certify that the foregoing is a true and correct copy of the original of the above described plan and map, and that the same was duly recorded in the office of the County Clerk of the County of Ada, Idaho, on the 1st day of August, 1927.

BY COMMISSIONER ERIKES 1-22-91

**CERTIFICATE OF THE COUNTY TREASURER**

I, THE UNDERSIGNED COUNTY TREASURER AND FOR THE COUNTY OF ADA STATE OF IDAHO, HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT IN THE DEBT OF THE COUNTY OF ADA AND THAT THE PROPERTY INCLUDED IN THIS CERTIFICATION HAS BEEN PAID IN FULL THAT CERTIFICATION IS VALID FOR THE NEXT FIFTY (50) DAYS DATE.

COUNTY TREASURER  
*Robert E. Jones*  
 August 1, 1927

**CERTIFICATE OF COUNTY SURVEYOR**

I, THE UNDERSIGNED A REGISTERED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAN AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATIVE TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR  
*Robert E. Jones*  
 August 1, 1927

**CERTIFICATE OF COUNTY RECORDER**

STATE OF IDAHO  
 COUNTY OF ADA

I HEREBY CERTIFY THAT THE INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE ABOVE DESCRIBED PARTY AND THAT THE SAME IS NOW ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF EAGLE, IDAHO, ON THE 1st DAY OF AUGUST, 1927.

RECORDER OF EAGLE, IDAHO  
*Robert E. Jones*  
 August 1, 1927

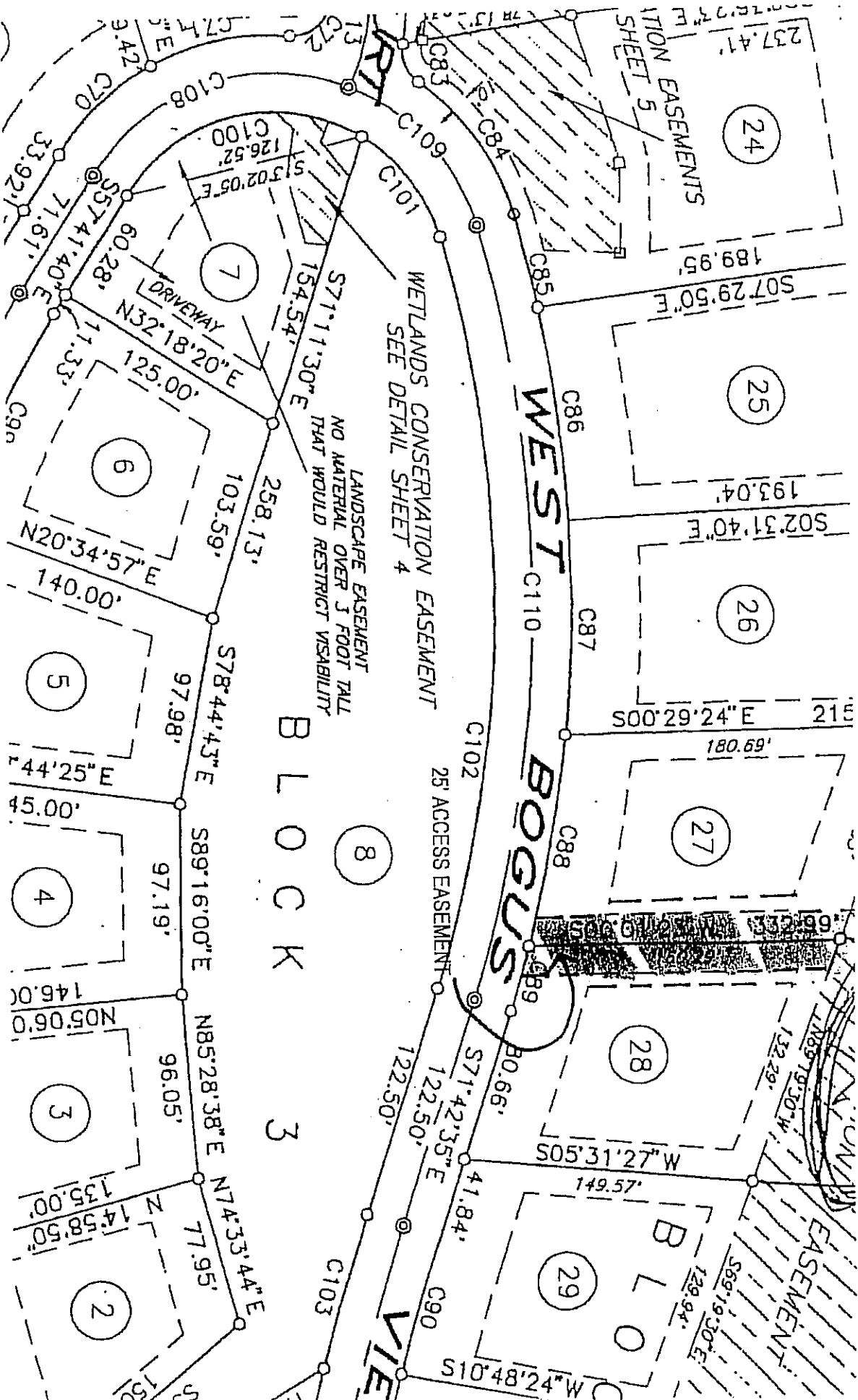
**CERTIFICATE OF SURVEYOR**

I, ROBERT E. JONES, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO AND THAT THIS PLAN AS DESCRIBED IN THE CERTIFICATE OF OWNERS WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HERETO AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATIVE TO PLATS AND SURVEYS.

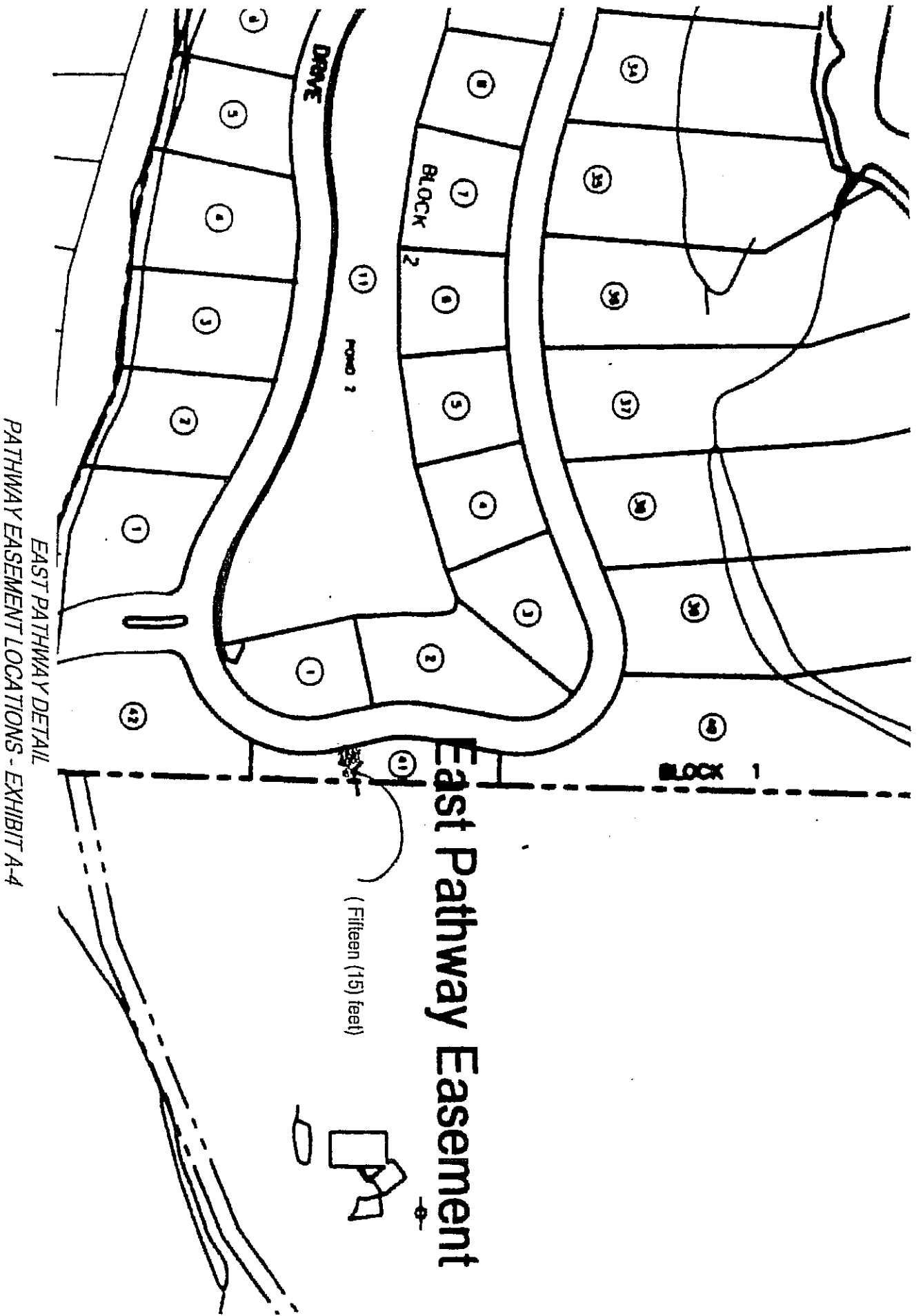
ROBERT E. JONES  
 EAGLE, IDAHO

ADJUTANT GENERAL  
 8023  
 AUGUST 1, 1927

**TOOTHMAN-ORFON ENGINEERING COMPANY**  
 5777 CANNON BLVD  
 EAGLE, IDAHO 83716  
 (208) 213-2130



ACCESS DETAIL  
 PATHWAY EASEMENT LOCATIONS - EXHIBIT A-5

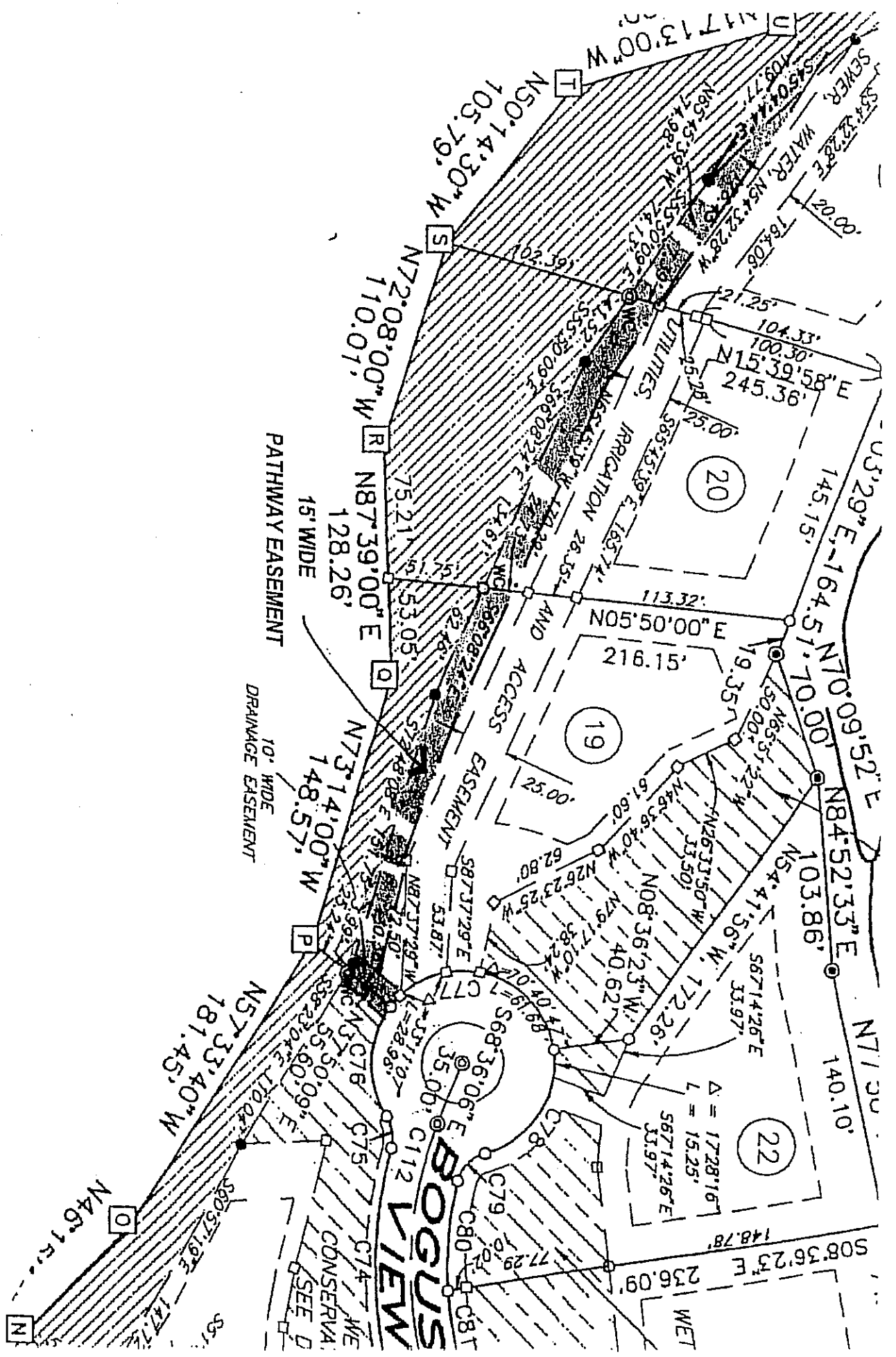


**East Pathway Easement**

EAST PATHWAY DETAIL

PATHWAY EASEMENT LOCATIONS - EXHIBIT A-4





WEST-PATHWAY DETAIL  
 PATHWAY EASEMENT LOCATIONS - EXHIBIT A-3

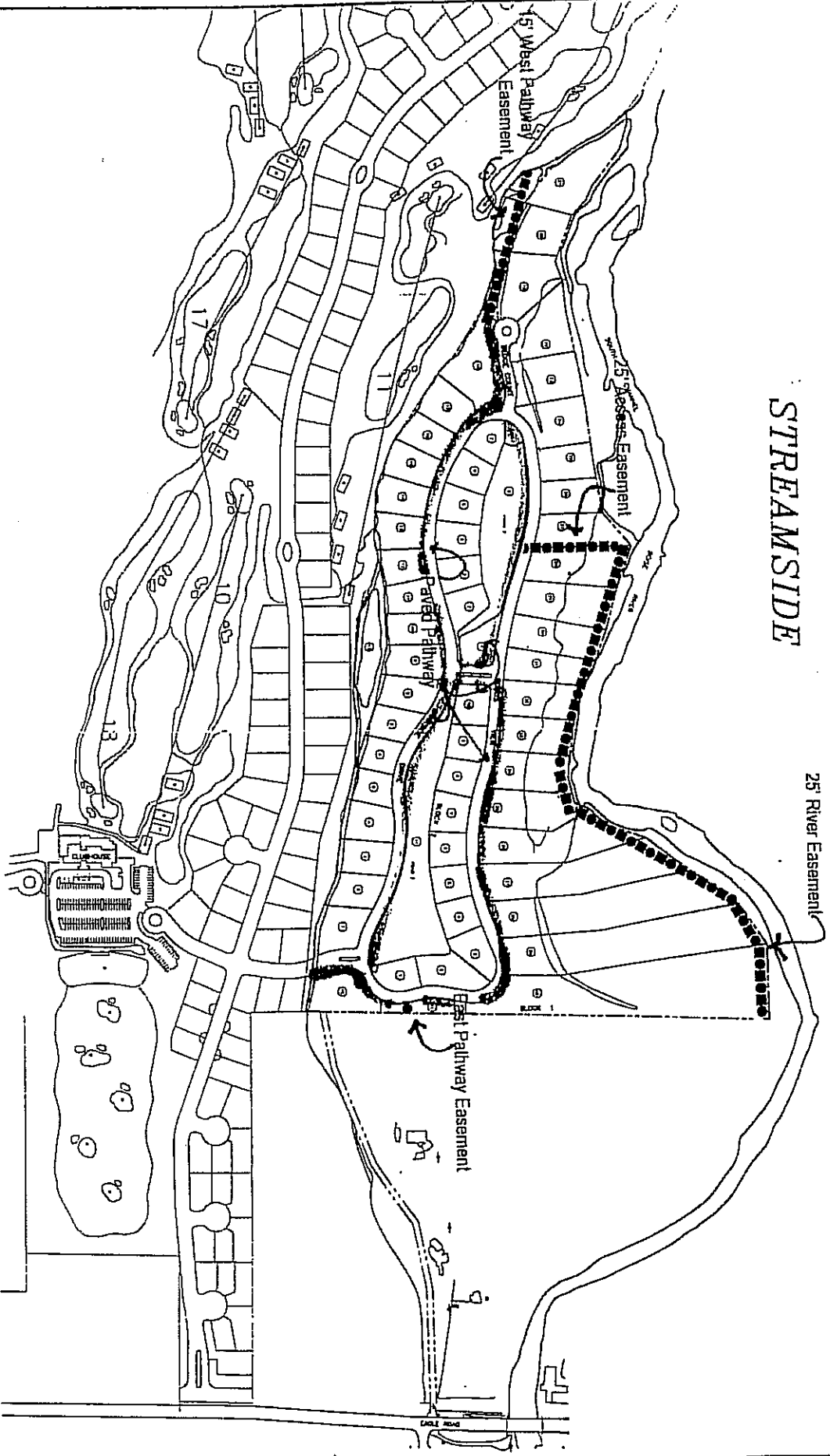
40'-0" public r.o.w.

30'-0" back of curb to back of curb

5' paved pathway  
(meandering)

PATHWAY DETAIL  
PATHWAY EASEMENT LOCATIONS - EXHIBIT A-2

# STREAMSIDE



PATHWAY EASEMENT LOCATIONS - EXHIBIT A-1

8-16-98 15-10-98 8-17-98

# Streamside

ON THE BOISE

AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR

STREAMSIDE SUBDIVISION - REQUEST OF

ADA COUNTY RECORDER  
J. DAVID HAVARRO  
BOISE, IDAHO

FEE 216<sup>00</sup> DEPUTY *[Signature]*

1998 JUL 16 PM 3:51

98068340

PIONEER TITLE

# **IMPORTANT NOTICE TO POTENTIAL BUYERS AND OWNERS**

**THE FOLLOWING IS A VERY IMPORTANT LEGAL DOCUMENT WHICH EACH AND EVERY POTENTIAL BUYER AND OWNER OF PROPERTY WITHIN STREAMSIDE SHOULD READ AND UNDERSTAND. THIS DOCUMENT DETAILS THE OBLIGATIONS AND PROHIBITIONS IMPOSED UPON ALL STREAMSIDE OWNERS AND OCCUPANTS. POTENTIAL BUYERS AND OWNERS SHOULD REVIEW THIS DOCUMENT WITH THEIR LEGAL AND OTHER ADVISORS PRIOR TO PURCHASING A BUILDING LOT.**

## TABLE OF CONTENTS

ARTICLE I: RECITALS .....	8
1.1 <u>Property Covered</u> .....	8
1.2 <u>Residential Development</u> .....	8
1.3 <u>Purpose of Declaration</u> .....	9
ARTICLE II: DECLARATION .....	9
ARTICLE III: DEFINITIONS .....	9
3.1 <u>"Architectural Committee"</u> .....	9
3.2 <u>"Articles"</u> .....	9
3.3 <u>"Assessments"</u> .....	9
3.4 <u>"Association"</u> .....	9
3.5 <u>"Association Rules"</u> .....	10
3.6 <u>"Board"</u> .....	10
3.7 <u>"Boise River Riparian Area"</u> .....	10
3.8 <u>"Building Lot"</u> .....	10
3.9 <u>"Bylaws"</u> .....	10
3.10 <u>"City Pathway Agreement"</u> .....	10
3.11 <u>"Conservation Easement Area"</u> .....	10
3.12 <u>"Declaration"</u> .....	10
3.13 <u>"Design Guidelines"</u> .....	10
3.14 <u>"Grantor"</u> .....	10
3.15 <u>"Improvement"</u> .....	10
3.16 <u>"Irrigation System"</u> .....	10
3.17 <u>"Limited Assessment"</u> .....	11
3.18 <u>"Lots"</u> .....	11
3.19 <u>"Member"</u> .....	11
3.20 <u>"Owner"</u> .....	11
3.21 <u>"Pathway Easements"</u> .....	11
3.22 <u>"Person"</u> .....	11
3.23 <u>"Plat"</u> .....	11
3.24 <u>"Property"</u> .....	11
3.25 <u>"Regular Assessment"</u> .....	11
3.26 <u>"Riparian Easement Area"</u> .....	11
3.27 <u>"River Access Easement"</u> .....	11
3.28 <u>"Special Assessment"</u> .....	12
3.29 <u>"Sportsman's Easement Area"</u> .....	12
3.30 <u>"Streamside"</u> .....	12
3.31 <u>"Streamside Common Area"</u> .....	12
3.32 <u>"Streamside Pressure Irrigation System Rules, Regulations and Information Guide"</u> .....	12
3.33 <u>"Supplemental Declaration"</u> .....	12
3.34 <u>"Waterway"</u> .....	12
ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS .....	12
4.1 <u>Structures</u> .....	12
4.1.1 <u>Use, Size and Height of Dwelling Structure</u> .....	13
4.1.2 <u>Architectural Committee Review</u> .....	13

4.1.3	<u>Setbacks and Height</u>	13
4.1.4	<u>Accessory Structures</u>	13
4.1.5	<u>Driveways</u>	14
4.1.6	<u>Buoys, Docks and Piers</u>	14
4.1.7	<u>Mailboxes</u>	14
4.1.8	<u>Fencing</u>	14
4.1.9	<u>Lighting</u>	14
4.1.10	<u>Fireplaces</u>	14
4.1.11	<u>Entry Statements</u>	14
4.2	<u>Antennae</u>	14
4.3	<u>Insurance Rates</u>	14
4.4	<u>No Further Subdivision</u>	15
4.5	<u>Signs</u>	15
4.6	<u>Nuisances</u>	15
4.7	<u>Exterior Maintenance: Owner's Obligations</u>	15
4.8	<u>Drainage</u>	16
4.9	<u>Grading</u>	16
4.10	<u>Water Supply Systems</u>	16
4.11	<u>No Hazardous Activities</u>	16
4.12	<u>Unightly Articles</u>	16
4.13	<u>No Temporary Structures</u>	17
4.14	<u>No Unscreened Boats, Campers and Other Vehicles</u>	17
4.15	<u>Sewage Disposal Systems</u>	17
4.16	<u>No Mining or Drilling</u>	17
4.17	<u>Energy Devices, Outside</u>	17
4.18	<u>Vehicles</u>	17
4.19	<u>Animals/Pets</u>	17
4.20	<u>Landscaping</u>	18
4.21	<u>Exemption of Grantor</u>	19
4.22	<u>Conveyances to and from Municipalities</u>	19
4.23	<u>Water Rights Appurtenant to Subdivision Lands; Irrigation System</u>	19
4.24	<u>Commencement of Construction</u>	20
ARTICLE V: STREAMSIDE HOMEOWNERS ASSOCIATION		20
5.1	<u>Organization of Streamside Homeowners Association</u>	20
5.2	<u>Membership</u>	20
5.3	<u>Voting</u>	21
5.3.1	<u>Class A Members</u>	21
5.3.2	<u>Class B Members</u>	21
5.4	<u>Board of Directors and Officers</u>	21
5.5	<u>Power and Duties of the Association</u>	21
5.5.1	<u>Powers</u>	22
5.5.1.1	<u>Assessments</u>	22
5.5.1.2	<u>Right of Enforcement</u>	22
5.5.1.3	<u>Delegation of Powers</u>	22
5.5.1.4	<u>Association Rules</u>	22
5.5.1.5	<u>Emergency Powers</u>	23
5.5.1.6	<u>Licenses, Easements and Rights-of-Way</u>	23
5.5.2	<u>Duties</u>	24
5.5.2.1	<u>Operation and Maintenance of Streamside</u>	

	<u>Common Area</u>	24
5.5.2.2	<u>Reserve Account</u>	24
5.5.2.3	<u>Maintenance of Berms, Retaining Walls and Fences</u>	25
5.5.2.4	<u>Taxes and Assessments</u>	25
5.5.2.5	<u>Water and Other Utilities</u>	25
5.5.2.6	<u>Insurance</u>	25
5.5.2.7	<u>Rule Making</u>	26
5.5.2.8	<u>Newsletter</u>	26
5.5.2.9	<u>Architectural Committee</u>	26
5.5.2.10	<u>Enforcement of Restrictions and Rules</u>	26
5.5.2.11	<u>Maintenance of Lot 42 Block 1</u>	26
5.5.2.12	<u>Maintenance of Private Road</u>	27
5.6	<u>Personal Liability</u>	27
5.7	<u>Budgets and Financial Statements</u>	27
5.8	<u>Meetings of Association</u>	28
ARTICLE VI: RIGHTS TO STREAMSIDE COMMON AREAS		28
6.1	<u>Use of Streamside Common Area</u>	28
6.2	<u>Designation of Streamside Common Area</u>	29
6.3	<u>Delegation of Right to Use</u>	29
6.4	<u>Damages</u>	29
ARTICLE VII: ASSESSMENTS		29
7.1	<u>Covenant to Pay Assessments</u>	29
	7.1.1 <u>Assessment Constitutes Lien</u>	29
	7.1.2 <u>Assessment is Personal Obligation</u>	29
7.2	<u>Regular Assessments</u>	29
	7.2.1 <u>Purpose of Regular Assessments</u>	29
	7.2.2 <u>Computation of Regular Assessments</u>	30
	7.2.3 <u>Amounts Paid by Owners</u>	30
7.3	<u>Special Assessments</u>	30
	7.3.1 <u>Purpose and Procedure</u>	30
	7.3.2 <u>Consistent Basis of Assessment</u>	31
7.4	<u>Limited Assessments</u>	31
7.5	<u>Uniform Rate of Assessment</u>	31
7.6	<u>Assessment Period</u>	31
7.7	<u>Notice and Assessment Due Date</u>	31
7.8	<u>Estoppel Certificate</u>	31
7.9	<u>Special Notice and Quorum Requirements</u>	32
ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS		32
8.1	<u>Right to Enforce</u>	32
8.2	<u>Assessment Liens</u>	32
	8.2.1 <u>Creation</u>	32
	8.2.2 <u>Claim of Lien</u>	33
8.3	<u>Method of Foreclosure</u>	33
8.4	<u>Required Notice</u>	33
8.5	<u>Subordination to Certain Trust Deeds</u>	33
8.6	<u>Rights of Mortgagees</u>	33



ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS .....	34
9.1 <u>Member's Right of Inspection.</u> .....	34
9.2 <u>Rules Regarding Inspection of Books and Records.</u> .....	34
9.3 <u>Director's Rights of Inspection.</u> .....	34
ARTICLE X: ARCHITECTURAL COMMITTEE .....	34
10.1 <u>Creation.</u> .....	34
10.2 <u>Grantor's Right of Appointment.</u> .....	34
10.3 <u>Review of Proposed Construction.</u> .....	35
10.3.1 <u>Conditions of Approval.</u> .....	35
10.3.2 <u>Rules and Guidelines; Application Fees.</u> .....	35
10.3.3 <u>Detailed Plans.</u> .....	36
10.3.4 <u>Architectural Committee Decisions.</u> .....	36
10.4 <u>Meetings of the Architectural Committee.</u> .....	36
10.5 <u>No Waiver of Future Approvals.</u> .....	36
10.6 <u>Compensation of Members.</u> .....	36
10.7 <u>Inspection of Work.</u> .....	36
10.8 <u>Non-Liability of Architectural Committee.</u> .....	37
10.9 <u>Variances.</u> .....	37
ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES .....	38
11.1 <u>By Grantor.</u> .....	38
11.2 <u>By Association.</u> .....	38
11.3 <u>Rights and Obligations of Owners of Annexed Tracts.</u> .....	38
11.4 <u>Method of Annexation.</u> .....	38
11.5 <u>Deannexation.</u> .....	39
ARTICLE XII: EASEMENTS .....	39
12.1 <u>Easements of Encroachment.</u> .....	39
12.2 <u>Easements of Access.</u> .....	39
12.3 <u>Drainage and Utility Easements.</u> .....	39
12.3.1 <u>Improvement of Drainage and Utility Easement Areas.</u> .....	40
12.4 <u>Rights and Duties Concerning Utility Easements.</u> .....	40
12.5 <u>Driveway Easements.</u> .....	40
12.6 <u>Disputes as to Sharing of Costs.</u> .....	41
12.7 <u>General Landscape Easement.</u> .....	41
12.8 <u>Overhang Easement.</u> .....	41
12.9 <u>Maintenance and Use Easement Between Walls and Lot Lines.</u> .....	41
12.10 <u>Waterway Easements.</u> .....	41
12.11 <u>Riparian Easement.</u> .....	42
12.12 <u>Riparian Easement Area Restrictions.</u> .....	42
12.13 <u>Sewer Covenants and Restrictions.</u> .....	42
12.14 <u>Pathway Easements.</u> .....	43
12.15 <u>River Access Easement.</u> .....	43
12.16 <u>Street Light Easement.</u> .....	43
ARTICLE XIII: DAMAGE OR DESTRUCTION .....	43
13.1 <u>Association as Attorney in Fact.</u> .....	43
13.2 <u>Estimate of Damages or Destruction.</u> .....	44
13.3 <u>Repair and Reconstruction.</u> .....	44

13.4	<u>Funds for Repair and Reconstruction.</u>	44
13.5	<u>Disbursement of Funds for Repair and Reconstruction.</u>	44
13.6	<u>Decision Not to Rebuild.</u>	44
13.7	<u>Damage or Destruction Affecting Building Lots.</u>	45
ARTICLE XIV: CONDEMNATION		45
14.1	<u>Rights of Owners.</u>	45
14.2	<u>Condemnation; Distribution of Award; Reconstruction.</u>	45
ARTICLE XV: MISCELLANEOUS		45
15.1	<u>Term.</u>	45
15.2	<u>Amendment.</u>	46
	15.2.1 <u>By Grantor.</u>	46
	15.2.2 <u>By Owners.</u>	46
	15.2.3 <u>Effect of Amendment.</u>	46
15.3	<u>Mortgage Protection.</u>	46
15.4	<u>Notices.</u>	46
15.5	<u>Enforcement and Non-Waiver.</u>	47
	15.5.1 <u>Right of Enforcement.</u>	47
	15.5.2 <u>Violations and Nuisances.</u>	47
	15.5.3 <u>Violation of Law.</u>	47
	15.5.4 <u>Remedies Cumulative.</u>	47
	15.5.5 <u>Non-Waiver.</u>	47
15.6	<u>Interpretation.</u>	47
	15.6.1 <u>Restrictions Construed Together.</u>	47
	15.6.2 <u>Restrictions Severable.</u>	47
	15.6.3 <u>Singular Includes Plural.</u>	47
	15.6.4 <u>Captions.</u>	47
15.7	<u>Successors and Assigns.</u>	48
15.8	<u>Owner's Acknowledgements.</u>	48
15.9	<u>Grantor's Discretion.</u>	49
15.10	<u>Water Rights Reserved.</u>	49
15.11	<u>Written Approval Required.</u>	49
EXHIBIT A - LEGAL DESCRIPTION OF PROPERTY		51
EXHIBIT B - LEGAL DESCRIPTION OF STREAMSIDE COMMON AREA		52
EXHIBIT C - CITY PATHWAY AGREEMENT		53
FIGURE 1 - DEPICTION OF BOISE RIVER RIPARIAN AREA		54
FIGURE 2 - DEPICTION OF CONSERVATION EASEMENT AREA		55
FIGURE 3 - DEPICTION OF PATHWAY EASEMENTS		56
FIGURE 4 - DEPICTION OF SPORTSMAN'S EASEMENT AREA		57

AMENDED AND RESTATED  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STREAMSIDE SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STREAMSIDE SUBDIVISION is made effective as of the 14th day of July, 1998 by Starwood of Eagle, Inc., an Idaho corporation ("Grantor" and "Class B Member"). This Amended and Restated Declaration of Covenants, Conditions and Restrictions replaces and supercedes in its entirety that certain Declaration of Covenants, Conditions and Restrictions for Streamside recorded as Instrument No. 97091645 ("Original Declaration"). This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made pursuant to Section 15.2.1 of the Original Declaration.

ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision ("Declaration") is the real property legally described in Exhibit A attached hereto and made a part hereof (the "Property" or "Streamside"). Grantor may record, at its sole discretion, Supplemental Declarations which modify this Declaration and the real property covered hereby.

1.2 Residential Development. Streamside is a residential development, which Grantor currently intends to develop in accordance with existing development approvals obtained from Eagle City, Idaho, or any other development plan(s) for which Grantor may from time to time obtain approval. The Property will be developed with detached single-family residential lots and homes. The Property may also contain parcels of Streamside Common Area, including streams or water amenities, public and/or private open space, park areas, landscaping, recreational facilities, private lighting, private or public streets, drives, irrigation facilities, and other amenities and facilities. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, at Grantor's sole discretion, and impose no obligation on Grantor as to how the Property is to be developed or improved. Owners acknowledge that the Building Lots on the Property are subject to the above-referenced city approvals and any other governmental approvals obtained from time to time. Owners acknowledge that they are familiar with such approvals constructively or otherwise and agree to abide by all the terms and conditions thereof.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness, to ensure a well integrated, high-quality development, and to guarantee adequate maintenance of the Streamside Common Area, and the Improvements located thereon in a cost effective and administratively efficient manner.

## ARTICLE II: DECLARATION

2.1 Grantor hereby declares that the Property, and each lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, easements and restrictions set forth herein: shall run with the land constituting the Property, and with each estate therein, and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any lot, parcel or portion thereof; shall inure to the benefit of every lot, parcel or portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon Grantor, Grantor's successors in interest and each grantee or Owner and such grantee's or Owner's respective successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association as hereinafter described. Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct Improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property, including the Streamside Common Area or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing, nor Grantor's right to modify plans for the Property.

## ARTICLE III: DEFINITIONS

3.1 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

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

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

3.4 "Association" shall mean the Idaho profit or non-profit corporation, its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration. Grantor shall have the power, in its discretion, to name the Association the "Streamside Homeowners Association, Inc.", or any similar name which fairly reflects its purpose.

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

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

3.7 "Boise River Riparian Area" shall mean any portion of the Property designated as "Boise River Riparian Area" pursuant to that Section 404 of the Clean Water Act Permit Number 940202980 granted to Grantor by the Department of the Army (the "404 Permit"), as shown on Figure 1 and on the Plat.

3.8 "Building Lot" shall mean one or more lots on the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "City Pathway Agreement" shall mean that Memorandum of Understanding (Streamside Pathway Agreement, dated June 5, 1996) between the City of Eagle and Grantor's predecessor, which City Pathway Agreement is attached hereto as Exhibit C.

3.11 "Conservation Easement Area" shall mean that portion of the Property described in the easement granted to the State of Idaho pursuant to State of Idaho Department of Fish and Game Acquired Easement No. 320 ("Conservation Easement"), dated August 23, 1994, and recorded on September 2, 1994, as Instrument No. 94080538 with the Ada County Recorder's Office, as shown on Figure 2 and on the Plat.

3.12 "Declaration" shall mean this Declaration as it may be amended and supplemented from time to time.

3.13 "Design Guidelines" shall mean the design and construction guidelines approved by the Architectural Committee as described in Article X hereof.

3.14 "Grantor" shall mean Starwood of Eagle, Inc., an Idaho corporation, its successor in interest, or affiliate of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Starwood of Eagle, Inc. or its successor. An "affiliate" shall mean any entity with some form of common ownership interest with the Grantor or Partners of the Grantor.

3.15 "Improvement" shall mean any structure, facility or system, or other improvement or object, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, irrigation systems, recreational facilities, and fixtures of any kind whatsoever.

3.16 "Irrigation System" shall mean any system designed to deliver non-potable

water to Owners for irrigation of their landscaped areas on their Building Lots and to the Association for irrigation of the Streamside Common Area.

3.17 "Limited Assessment" shall mean a charge against a particular Owner and such Owner's Building Lot, directly attributable to the Owner, equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including interest thereon as provided in this Declaration.

3.18 "Lots" shall mean those Lots of the Streamside development as shown on the Plat.

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

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

3.21 "Pathway Easements" shall mean those easements for public pathway purposes granted pursuant to Section 12.14 hereof and shown on Figure 3.

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

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

3.24 "Property" shall mean the Property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all appurtenances to such property but specifically excluding all water rights and shares and other rights to water which may be appurtenant to such property. The Property is subject to this Declaration upon the recording of this Declaration. The Property shall also include any additional property which is annexed to Streamside pursuant to Article XI hereof.

3.25 "Regular Assessment" shall mean the portion of the cost of maintaining, improving, repairing, managing and operating the Streamside Common Areas and all Improvements located thereon, and the other costs of the Association which is to be levied against the property of and paid by each Owner to the Association, pursuant to the terms hereof as amended and supplemented from time to time.

3.26 "Riparian Easement Area" shall mean any portion of the Property located within ten (10) feet of any Waterway, and those areas shown as such on the plat.

3.27 "River Access Easement" shall mean that public easement for access to and from the Boise River, as described in Section 12.15 hereof and shown on Figure 3 and on the Plat.

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

3.29 "Sportsman's Easement Area" shall mean that portion of the Property described in the easement granted to the State of Idaho pursuant to State of Idaho Acquired Easement No. 319 ("Sportsman's Easement"), dated August 23, 1994, and recorded on September 2, 1994, as Instrument No. 94080537 with the Ada County Recorder's Office, as shown on Figure 4 and on the Plat. The Sportsman's Easement Area is also described in the City Pathway Agreement as that twenty-five (25) foot wide easement in favor of the State of Idaho and Eagle City which is contiguous with the rear lot lines of Lots 29 through 41, Block 1, or the "River Access Easement," and shown as one of the Pathway Easements on Figure 3.

3.30 "Streamside" shall mean the Property.

3.31 "Streamside Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment and benefit of the entire Streamside and each Owner therein, which includes the real property legally described in Exhibit B attached hereto and made a part hereof and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. Streamside Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. Streamside Common Area may include easement and/or license rights.

3.32 "Streamside Pressure Irrigation System Rules, Regulations and Information Guide" shall mean the guide containing the rules and regulations of the Irrigation System for Streamside adopted or to be adopted by the Board, as it may be amended from time to time by the Board, and available at the office of the Association.

3.33 "Supplemental Declaration" shall mean any Supplemental Declaration including additional covenants, conditions and restrictions that might be adopted with respect to the Property or any real property annexed to Streamside pursuant to Article XI hereof.

3.34 "Waterway" shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Streamside Common Area.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use, Size and Height of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. No business or home occupation shall be conducted from said dwelling unit or structure.

4.1.2 Architectural Committee Review. No Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement, shall be built, erected, placed or materially altered on or removed from the Property unless and until the building plans, specifications, and plot plan or other appropriate plans and specifications have been reviewed in advance by the Architectural Committee and the same have been approved in writing. The review and approval or disapproval may be based upon, but not limited to, the following factors: size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials, including mandatory wood shake roofing material, physical or aesthetic impacts on other properties, including Streamside Common Areas, artistic conformity to the terrain, existing vegetation and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deem relevant. Said requirements as to the approval of the architectural design shall apply only to the exterior appearance of the Improvements. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by the factors listed above.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat, by any applicable zoning restriction, by any conditional use permit, by any easement, or by a building envelope designated either by Grantor or the Architectural Committee whichever is more restrictive. Notwithstanding any other minimum set back requirements, no less than thirty percent (30%) of the width of each Building Lot shall be devoted to side yard set backs.

4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. No detached storage sheds shall be allowed on any Building Lot. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located. Basketball courts, tennis courts or backboards shall be allowed in the back yard of any Building Lot, provided that such courts or backboards are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property.



4.1.5 Driveways. All access driveways on each Building Lot shall have a wearing surface approved by the Architectural Committee of asphalt, concrete, or other hard surface materials, or other surfacing materials (such as washed gravel) as may be approved by the Architectural Committee, so long as such other materials are consistent with the design of the Improvements on such Building Lot and the size of such Building Lot. All driveways shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads unless approved by the Architectural Committee.

4.1.6 Buoys, Docks and Piers. No buoy, pier, dock, jetty, bridges or similar structure shall be placed or extended into any Waterway, Riparian Easement Area, Boise River Riparian Area or Conservation Easement Area.

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

4.1.8 Fencing. No fences shall be located on Building Lot boundary lines except with the approval of the Architectural Committee upon specific application. No fences shall be located in the front yard of any Building Lot. Fence designs shall not extend into any Riparian Easement Area, Waterway, Boise River Riparian Area, Conservation Easement Area or Streamside Common Area. All fencing and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent to or abutting Streamside Common Areas, public and private streets, and shall otherwise be as approved by the Architectural Committee. Fences are discouraged except to provide privacy.

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

4.1.10 Fireplaces. All wood burning fireplaces are required to meet or exceed EPA Phase II Standards for emissions.

4.1.11 Entry Statements. Considering the size of the Building Lots, entry way and walkway entry statements are discouraged and will not be permitted unless specifically approved by the Architectural Committee.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Property except in locations as approved by the Architectural Committee and screened in a manner acceptable to said Architectural Committee. No large C-band satellite dishes shall be allowed on the Property. No other satellite dishes shall be allowed on the Property except in locations as approved by the Architectural Committee and screened in a manner acceptable to the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will

increase the rate of insurance on any other portion of the Property without the approval of the Association, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest be granted therein, unless approved by the Association.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation that are not placed in Common Areas; (3) such signs identifying Streamside, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Streamside Common Area; (4) informational signs required by governmental entities in connection with the Pathway Easements; and (5) one (1) sign of customary and reasonable dimensions not to exceed two (2) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. All signage including signage for the exceptions listed as (1)-(5) must be done in accordance with the Streamside signage format as set forth in the Design Guidelines or Association rules. Without limiting the foregoing, no sign shall be placed in the Streamside Common Area without the approval of the Architectural Committee or the Association.

4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including Streamside Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights or search lights, shall be located, used or placed on the Property without the prior approval of the Association.

4.7 Exterior Maintenance; Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board of the Association, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association, as the case may be, for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VIII of this Declaration. The Owner

of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

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

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

4.10 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Board of the Association and all governmental authorities having jurisdiction. Grantor or affiliates of Grantor may use the water supply as deemed necessary for temporary or other irrigation purposes.

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

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

4.13 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one week unless approved by the Association), shack or other temporary building, improvement or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any development, marketing or sales office established by Grantor or the Association for the Property.

4.14 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas and driveways) unless the same are enclosed by a structure concealing them from view in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.15 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Eagle City Sewer System and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.16 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements, or otherwise needed for the development and sale of the Property, or for regulatory compliance.

4.17 Energy Devices, Outside. No energy production devices, including but not limited to generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the approval of the Architectural Committee, except for heating, venting and air conditioning shown in the plans approved by the Architectural Committee. This Section 4.17 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.18 Vehicles. The use of all vehicles, including but not limited to trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within Streamside. No on-street parking shall be permitted except where expressly designated for visitor parking use. No parking bays shall be permitted in any side, front or backyard. Vehicles parked on a driveway shall not extend into any sidewalk or bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway unless such vehicle is engaged in an emergency procedure.

4.19 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This Section 4.19 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) declawed, neutered domesticated cats, and other household pets which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a

nuisance. Each dog in Streamside shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the premises of its owner. Each Owner shall clean up any animal defecation from such Owner's animal immediately from the Streamside Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and thirty (30) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from Streamside Common Area or an adjacent Building Lot.

4.20 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Association, and as approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. But if Grantor or an affiliate of Grantor construct the dwelling structure, only the front yard of the Building Lot is required to be landscaped within thirty (30) days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions on the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition. Grantor, an affiliate of Grantor or any other contractor of Owner's Building Lot shall be responsible for installing temporary fencing in front of any riparian area to protect such riparian area during the construction. Grantor, an affiliate of Grantor or any contractor agree that upon completion of the construction of the Building Lot such riparian area shall be returned to Owner in a condition equal to or better than the condition the riparian area was in prior to any construction. All trees located on common Building Lot lines shall be the joint responsibility of the adjoining Building Lot owners. All landscaped Streamside Common Areas other than riparian vegetation shall be irrigated by an underground sprinkler system.

The Riparian Easement Area, as defined in Section 3.26 hereof, the Conservation Easement Area, as defined in Section 3.11 hereof, and the Boise River Riparian Area, defined in Section 3.7 hereof and as shown on the Plat, shall be marked by plantings in a manner to make Owners aware of those areas which shall remain in riparian vegetation. Under no circumstances shall anything but riparian vegetation be permitted within the Riparian Easement Area, Conservation Easement Areas, or Boise River Riparian Area. Each Building Lot Owner shall be obligated to maintain any Riparian and Conservation Easement Areas on such Owner's Building Lot and water riparian vegetation located on such Owner's Building Lot(s). Additionally, the Association, at its sole discretion, may elect to maintain the Riparian and Conservation Easement Areas. The Boise River Riparian Area shall be maintained by the Association in accordance with the requirements set forth in Section 12.12 of this Declaration.

Several Building Lots have been or will be designated in the landscape plan, as approved by the Association, as including a man-made Waterway. Any changes to such

Waterway will require approval of the Architectural Committee. Under no circumstances shall changes to or diversions from such Waterway be detrimental to the Waterway in any manner, including but not limited to, result in the reduction of the flow of water in such Waterway, result in detriment to the structural integrity of such Waterway, including the linings, or result in any inconsistencies in the function or appearance of the riparian edge. Under no circumstances shall fertilizers, pesticides, herbicides or other chemicals be placed in, or allowed to flow into such waterway.

The Board and/or Architectural Committee may adopt rules regulating landscaping permitted and required around the Waterways. In the event that any Owner shall fail to install and maintain landscaping in conformance with such rules or shall allow such Owner's landscaping to deteriorate to a dangerous, unsafe, unsightly or unattractive condition or shall reduce the flow of any Waterway, the Board, upon fifteen (15) days' prior written notice to such Owner, shall have the right to correct such condition and to enter upon such Owner's property for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof. Such cost shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments as set forth in Article VII.

4.21 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Streamside Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

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

4.23 Water Rights Appurtenant to Subdivision Lands; Irrigation System Following

the recording of this Declaration, Grantor shall transfer to the Association from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in said Section 31-3805, Idaho Code, that portion of the water rights appurtenant to the Property deemed necessary by the Grantor, in Grantor's sole discretion, for the irrigation of the Property, including the Streamside Common Area. Grantor shall develop and transfer to the Association a pressure irrigation system (the "Irrigation System") for the delivery of non-potable (non-drinkable) water to Owners for irrigation of the landscaped areas on their Building Lots and to the Association for irrigation of the Streamside Common Area. The Association shall own and maintain the Irrigation System pursuant to the Streamside Pressure Irrigation System Rules, Regulations and Information Guide. The Irrigation System shall not include any distribution lines or other Improvements needed for each Building Lot.

4.24 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within nine (9) months thereafter. The term "commence the construction" as used in this Section 4.24, shall require actual physical construction activities on such dwelling structure upon such Building Lot. In the event such Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor for such Building Lot, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute and deliver to Grantor a warranty deed reconveying said Building Lot, free and clear of all liens, claims and encumbrances other than those existing on the date Grantor conveyed the Building Lot to such Owner. The closing shall occur at the office of a title company designated by Grantor, and the Owner shall pay all costs of such closing, including the cost on an extended title insurance policy insuring Grantor's fee simple title to such Building Lot as of the date of the closing. Such title insurance policy shall contain no exceptions whatsoever other than those liens, claims and encumbrances which were of record at the time Grantor conveyed the Building Lot to the Owner and those exceptions on the policy jacket of an extended form policy.

## ARTICLE V: STREAMSIDE HOMEOWNERS ASSOCIATION

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

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

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

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

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.



5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Streamside Common Area and the Association's other assets, including water rights when and if received from Grantor, and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property, including Assessments to cover the cost of owning and maintaining the Irrigation System, and in connection with water rights, and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Streamside Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable, including but not limited to the Streamside Pressure Irrigation System Rules, Regulations and Information Guide (collectively, "Association Rules"). The Association may govern the use of the Streamside Common Areas, including but not limited to the use of private streets and the Waterways by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that the Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or

delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

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

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

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

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

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

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to

twenty-one (21) years after the death of the issue of the individuals executing this Declaration on behalf of Grantor who are in being as of the date hereof.

5.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of Streamside Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Streamside Common Area, including, but not limited to, the Irrigation System, Waterways, Conservation Easement Area and the Boise River Riparian Area, including the repair and replacement of property damaged or destroyed by casualty loss. All Waterways shall be maintained in accordance with sound hydrological principles.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association. Such properties may include those lands located near the Waterways and other lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat.

The Association shall also operate and maintain all public pathways, and areas surrounding such public pathways, as described below, located in public rights-of-way or in one of the Pathway Easements, as described in Section 12.14 hereof, to the extent such pathways and surrounding areas are not maintained by the Ada County Highway District or any other governmental entity; provided, notwithstanding the foregoing, the Association shall not be required to maintain the Sportsman's Easement Area (or River Easement), which is described in Section 3.29 hereof, which Sportsman's Easement Area shall be maintained by the City of Eagle pursuant to the City Pathway Agreement. The area surrounding the public pathways which the Association shall be responsible for maintaining shall extend from the curbs outward to the edge of the public right-of-way or Pathway Easement Area, whichever is applicable, and shall include all landscaping, sprinklers, signs and other improvements located thereon, but shall not include the curbs, roadways, lights, utility lines, or other improvements being maintained by any governmental entity or public utility.

The Association shall also maintain the Pathway Easements, as more particularly described in Section 12.14 hereof, and the twenty-five foot (25') River Access Easement, as more particularly described in Section 12.15 hereof, together with any pathway, landscaping and other improvements situated thereon.

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title

insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Streamside Common Area, and enforcement of the terms of the Conservation Easement, defined in Section 3.11, and the 404 Permit, defined in Section 3.7.

5.5.2.3 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Streamside Common Area.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Streamside Common Area or against Streamside, the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

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

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

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

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Streamside Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with respect to personal

injury or death, and One Million Dollars (\$1,000,000) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars (\$250,000).

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

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

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

5.5.2.7 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules, including the Streamside Pressure Irrigation System Rules, Regulations and Information Guide, as the Board shall deem advisable.

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

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

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

5.5.2.11 Maintenance of Lot 42, Block 1. Lot 42, Block 1, shall be retained by the Grantor for Grantor's use, but shall be maintained by the Association as if it were part of the Streamside Common Area. Lot 42, Block

1, shall be retained by the Grantor for Grantor's use, but shall be maintained, including the payment of all taxes, by the Association as if it were part of the Streamside Common Area. In the event Grantor, in Grantor's sole discretion, decides to convey Lot 42, Block 1, to the Association, the Association shall take title to such property and continue to maintain it as part of the Streamside Common Area.

5.5.2.12 Maintenance of Private Road. Grantor owns a strip of real property containing a private road ("Grantor's Private Road") which extends between Streamside and Eagle Road, as more particularly described in that deed recorded as Instrument No. 8245559, with the Ada County, Idaho, Recorder's Office. Grantor's Private Road is reserved for the exclusive use of Grantor, provided, the Association shall be responsible for maintaining Grantor's Private Road. In the event Grantor, in Grantor's sole discretion, decides to convey, to the Association, Grantor's Private Road or an easement thereto, the Association shall take title to Grantor's Private Road or any easement interest granted therein, as applicable. However, even if Grantor conveys Grantor's Private Road, or an easement to use such road, to the Association, in no event shall Grantor's Private Road be used for access to or from Streamside, except for emergency vehicle access, unless such other use is approved by the appropriate governmental authorities.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

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

5.7.1 A pro forma operating statement or budget for each fiscal year shall be provided at the annual meeting.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. The operating statement shall include a schedule of Assessments recieved and receivable, identified by by the Building Lot number and the name of the person or entity assigned. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no later than November 1 each year. Only Members and Association representatives shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

#### ARTICLE VI: RIGHTS TO STREAMSIDE COMMON AREAS

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

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

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

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

6.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Streamside Common Areas which interfere with the intended use of such areas.

6.1.5 The right of the Association to protect wildlife habitat and enforce restrictions on use in protected areas in the Streamside Common Area, including but

not limited to the Riparian Easement Area, Conservation Easement Area and the Boise River Riparian Area.

6.2 Designation of Streamside Common Area. Grantor shall designate and reserve Streamside Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

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

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

## ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Streamside, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

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

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

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

7.2.1 Purpose of Regular Assessments. The proceeds from Regular



Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Streamside Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, including the Irrigation System, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Streamside Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

**7.2.2 Computation of Regular Assessments.** The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Streamside for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

**7.2.3 Amounts Paid by Owners.** The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

**7.2.3.1** As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the number of Building Lots.

**7.2.3.2** For two (2) years following the date of the sale of the first Building Lot, the Grantor shall be assessed the difference between the total revenue of the Association less the total expenses of the Association ("Shortfall") for the development. The Grantor agrees to pay the cost of any Shortfall in order to properly maintain the Streamside during its development. After two (2) years from the date of the first sale of a Building Lot, the Grantor shall be assessed the Regular Assessment (defined in Section 7.2.3.1) for each Building Lot remaining. This reduced assessment is in return for the Grantor paying the maintenance obligations for the Streamside Common Area prior to the acceptance of these obligations by the Association.

### **7.3 Special Assessments.**

**7.3.1 Purpose and Procedure.** In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for

any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Streamside Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Property which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty-five percent (25%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

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

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Streamside Common Area into compliance with the provisions of the governing instruments for Streamside.

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

7.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the same year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

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

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior

written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signer shall have had no actual knowledge.

7.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot not less than ten (10) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held no not less than ten (10) days nor more than thirty (30) days following the preceding meeting.

#### ARTICLE VIII: ENFORCEMENT OF ASSESSMENTS; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

#### 8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation

of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

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

**8.3 Method of Foreclosure.** Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

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

**8.5 Subordination to Certain Trust Deeds.** The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

**8.6 Rights of Mortgagees.** Notwithstanding any other provision of this

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

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

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

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

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

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

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

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

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on the Streamside Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least ten percent (10%) of the aggregate Building Lots, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a

permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with plans approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the habitat of the Streamside Common Areas, or appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions of Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, and/or upon the agreement of the Owner submitting the same ("Applicant") to grant appropriate easements to the Association for the maintenance thereof, and/or upon the agreement of the Applicant to reimburse the Association for the cost of maintenance, and may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Rules and Guidelines; Application Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, irrigation systems and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or

private open space.

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

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefor shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within twenty (20) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within twenty (20) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

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

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

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural

Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of such non-compliance within such sixty (60) day period, specifying the particular noncompliance, and shall require the Owner to remedy the same.

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

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

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

10.9 Variances. The Architectural Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions or environmental considerations may require. However no variances will be granted for construction of structures or Improvements, including without limitation manicured lawns, in the Streamside Common Areas. Such variances must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in



the office of the County Recorder of Ada County. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building 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 Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

## ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Grantor intends to develop the property described on Exhibit A and other properties, and may, in Grantor's sole discretion, deem it desirable to annex some or all of such properties to the Property covered by this Declaration. Additional Property ("Tracts") may be annexed to the Property and brought within the provisions of this Declaration as provided herein by Grantor, its successors or assigns, at any time, and from time to time, without the approval of any Owner or the Association. The use and development of such Tracts shall conform to all applicable land use regulations, as such regulations are modified by variances.

11.2 By Association. In addition to the provisions concerning annexations by Grantor specified in Section 11.1 above, Tracts may be annexed to the Property, subject to the same conditions, by the Association upon the exercise by Members of at least two-thirds (2/3) of the votes of the Association.

11.3 Rights and Obligations of Owners of Annexed Tracts. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Tract all provisions contained in this Declaration shall apply to the Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Tract shall be treated for all purposes part of the Property. The Owners of lots located in the Tracts shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Streamside Common Areas which are to be owned and managed by the Association within said Tracts shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Tracts.

11.4 Method of Annexation. The addition of a Tract to the Property authorized under Sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Tract, which shall be executed by Grantor (or the Association as applicable) and the Owner thereof and which shall annex such property to the Property. Thereupon each Tract shall be a part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers and jurisdiction of the Association. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the Owner thereof desirable to reflect the different character, if any, of the Tract,

or as Grantor or such Owner may deem appropriate in the development of the Tract. If any Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Tract, and the Association shall have the duty to maintain additional Streamside Common Area located within the Tract if so specified in any Supplemental Declaration.

11.5 Deannexation. Grantor may delete all or a portion of the property described on Exhibit A, and any annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association, so long as Grantor is the owner of all such Property and Tracts and provided that a Supplemental Declaration of Deletion of Property is recorded in the Office of the Ada County Recorder in the same manner as a Supplemental Declaration of annexation. Members other than Grantor as described above, shall not be entitled to deannex all or any portion of a Tract except on the favorable vote of seventy-five (75%) of all members of the Association and approval of Grantor so long as Grantor owns any portion of the Property.

## ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Streamside Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the Improvements including but not limited to structures, walkways, bike paths, sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as the encroachments exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1.

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

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Streamside Common Areas, resulting from the normal use of adjoining Building Lots or Streamside Common Areas, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, landscaping, and irrigation systems. Unless shown otherwise on the Plat, each Lot has a five foot (5') wide easement

for utilities and drainage contiguous to each side lot line, and each Lot has a ten foot (10') wide easement for utilities and drainage contiguous to each of the front and rear lot lines. Notwithstanding anything expressly or implied contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property, including without limitation, any Irrigation System. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over the Property, as appropriate, to utility companies and public agencies as necessary or expedient for the proper development of the Property until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

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

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

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

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

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

repair, replace or maintain such driveway. The cost of maintaining any such driveway shall be shared equally by the Owners of all the Building Lots which are benefitted by such driveway. There shall be an easement containing a shared driveway across Lots 20, 21 and 22, Block 1, as shown on the Plat, for access to Lots 21 and 22 and for utilities, irrigation and fire protection. The driveway shall be maintained by the Association, and the cost for such maintenance shall be shared equally by the Owners of Lots 21 and 22, Block 1.

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

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

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

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall, is legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located within three (3) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed 3 feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure of fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Streamside Common Areas, to the extent reasonably required to maintain any Waterway system installed by Grantor on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided,

however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Riparian Easement. A perpetual easement is hereby reserved for the benefit of the Association, its respective contractors, successors and assigns, over and across the Riparian Easement Area, the Conservation Easement Area, and the Boise River Riparian Area and such other property as is necessary to access any of the foregoing easement areas. The purpose of the foregoing easement shall be for inspecting, maintaining, repairing, constructing and restoring the wildlife habitat and landscaping, within such Easement areas. The grantees of such easement shall, to the extent reasonably possible under the existing circumstances, exercise their easement rights in such a manner so as to inflict the least possible damage to any permitted improvements, including permitted landscaping which may be located in or adjacent to the Riparian Easement Area. Any damage which results to permitted improvements, as a result of the exercise of this easement, shall be the responsibility of the Association.

12.12 Riparian Easement Area Restrictions. No portion of the Riparian, Conservation or Boise River Riparian Areas shall be improved with any structure or other improvement other than landscaping approved by the Architectural Committee. Natural riparian vegetation and landscaping shall be required and all landscaping within such easement areas shall be compatible with and shall promote the wildlife and fishery habitat. Under no circumstances shall buildings or manicured lawns be permitted in the Riparian, Conservation or Boise River Riparian Areas. In addition to the foregoing, the Conservation Easement Area must be maintained and used in compliance with the Conservation Easement. The Boise River Riparian Area must be maintained and used in accordance with that Section 404 of the Clean Water Act Permit Number 940202980 (the "404 Permit"), including the following special conditions:

12.12.1 Vegetation manipulations of any kind, such as pruning, removal or planting, within the Boise River Riparian Areas, must be coordinated with and approved by the U.S. Fish and Wildlife Service, prior to execution.

12.12.2 No structures of any kind, including outbuildings, garages, barns, fences, dog runs, sidewalks, pathways, play equipment or play houses, etc., may be constructed within the Boise River Riparian Area.

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

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

12.13.2 The Owner of the Building Lot shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Building Lot is to be connected Eagle City's sewage system and a building sewer is constructed or installed on or within Owner's Lot.

12.13.3 The Grantor of this subdivision shall and hereby does vest in Eagle City the right and power to bring all actions against the Owner of the Property conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated. This covenant shall run with the land.

12.14 Pathway Easements. Pursuant to the City Pathway Agreement, Grantor hereby grants the following easements for public pathway purposes, which easements shall be collectively referred to herein as the "Pathway Easements":

(i) a fifteen foot (15') wide public pathway easement in favor of the State of Idaho and Eagle City across Lots 20, 21, and 22, Block 1, as described in the City Pathway Agreement and shown on Figure 3;

(ii) a fifteen foot (15') wide public pathway easement in favor of the State of Idaho and Eagle City which is contiguous with the south side lot line of Lot 42, Block 1, as further described in the City Pathway Agreement and shown on Figure 3;

(iii) a twenty-five foot (25') wide public pathway easement in favor of the State of Idaho and Eagle City which is contiguous with the rear lot lines of lots 29 through 41, Block 1, as further described in the City Pathway Agreement as the "River Easement" and shown on Figure 3 (also referred to herein as the "Sportsman's Access Easement" and described in Section 3.29 hereof); and

(iv) a ten foot (10') wide public pathway easement in favor of the State of Idaho, Ada County Highway District and Eagle City which is located on all lot lines of the following lots which are in common with a public right-of-way, all as described in the City Pathway Agreement and shown on Figure 3:

- (a) Lot 1 and Lot 11, Block 2;
- (b) Lot 1 and Lot 2, Block 3; and
- (c) Lot 19, Block 1.

12.15 River Access Easement. Grantor hereby grants an easement for public access to and from the Boise River on, over and across a 12.5 foot wide strip of land running along the east side lot line of Lot 28, Block 1, and a 12.5 foot wide strip of land running along the west side lot line of Lot 29, Block 1, as described in the City Pathway Agreement and shown as one of the Pathway Easements on Figure 3 and the Plat.

12.16 Street Light Easement. All Lot lines common to public rights-of-way have a ten foot (10') wide easement in favor of Eagle City for the purpose of installing, maintaining, repairing and replacing street lights.

### ARTICLE XIII: DAMAGE OR DESTRUCTION

13.1 Association as Attorney in Fact. Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with the Improvements on the Common Area upon damage or destruction as provided in this Section or a complete or

or other instrument of conveyance from Grantor or from any Owner shall constitute appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted herein to the Association as attorney-in-fact.

13.2 Estimate of Damages or Destruction. As soon as practical after an event causing damage to or destruction to any part of the Streamside Common Area, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Streamside Common Area so damaged or destroyed. "Repair and reconstruction" as used in this Section shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

13.3 Repair and Reconstruction. As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during any period of insurance adjustments and repair and reconstruction.

13.4 Funds for Repair and Reconstruction. The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair and reconstruction. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may assess and collect in advance from all Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further assessments may be made in like manner if the amounts collected prove insufficient to complete such repair and reconstruction.

13.5 Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as a Special Assessment to the Association under this Section or, if no Special Assessments were made, then in equal shares per Building Lot, first to the mortgagees of a first mortgage and then to the Owners, as their interests appear.

13.6 Decision Not to Rebuild. If Owners representing at least sixty seven percent (67%) of the total allocated votes in the Association and sixty seven percent (67%) of the mortgagees of a first mortgage (based upon one vote for each mortgage owned) of the Building Lots agree in writing not to repair and reconstruct and no alternative improvements are authorized, then and in that event the damaged Common Area shall be restored to its

natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition, and any remaining insurance proceeds shall be distributed in equal shares per Building Lot, first to the mortgagees of a first mortgage and then to the Owners, as their interests appear.

13.7 Damage or Destruction Affecting Building Lots. In the event of damage or destruction to the Improvements located on any of the Building Lots, the Owner thereof shall promptly repair and restore the damaged Improvements to their condition prior to such damage or destruction. If such repair or restoration is not commenced within one hundred eighty (180) days from the date of such damage or destruction, or if repair and reconstruction is commenced but then abandoned for a period of more than ninety (90) days, then the Association may impose a fine of not less than fifty dollars (\$50) per day on the Owner of the Building Lot until repair and reconstruction is commenced, unless the Owner can prove to the reasonable satisfaction of the Association that such failure is due to circumstances beyond the Owner's control.

#### ARTICLE XIV: CONDEMNATION

14.1 Rights of Owners. Whenever all or any part of the Streamside Common Area shall be taken or conveyed in lieu of and under threat of condemnation by the Board acting as attorney-in-fact for all owners under instructions from any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

14.2 Condemnation; Distribution of Award; Reconstruction. The award made for such partial or complete taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking Grantor and Owners representing at least sixty seven percent (67%) of the Members shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and the Architectural Committee. If such Improvements are to be repaired or restored, the provisions in the Section immediately above regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be distributed in equal shares per Building Lot, first to the mortgagees of any first mortgage and then to the Owners, as their interests appear.

#### ARTICLE XV: MISCELLANEOUS

15.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2017, unless amended as herein provided. After December 31, 2017, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by



Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the Ada County Recorder. Further provided that the Association shall not be dissolved without the prior approval of the City of Eagle and Ada County Highway District, such consent not to be unreasonably withheld provided that a responsible successor organization shall agree to perform those maintenance responsibilities arising from applicable city and county governmental requirements.

## 15.2 Amendment.

15.2.1 By Grantor. Until the recordation of the first deed to a Building Lot in the Property (excluding any Lot or other property conveyed to the Association), the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

15.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, any amendment shall be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and such amendment shall be effective upon its recordation with the Ada County Recorder. Notwithstanding the foregoing, any amendment to this Article XV shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association.

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

15.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

15.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing to the Association, as provided in this Section 15.4.

## 15.5 Enforcement and Non-Waiver.

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

15.5.2 Violations and Nuisances. The failure of any Owner of a Building Lot to comply with any provision hereof, or with any provision of the Articles or Bylaws of the Association, is hereby declared a nuisance and will give rise to a cause of action in the Grantor, the Association or any Owner Building Lot(s) within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, any other provision to the contrary notwithstanding, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof only if such self-help is preceded by reasonable notice to the Owner.

15.5.3 Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

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

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

15.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

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

15.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing Section 15.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

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

15.6.4 Captions. All captions and titles used in this Declaration are intended

solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

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

15.8 Owner's Acknowledgements. By accepting a deed to any Building Lot contained within the Property, each Owner acknowledges the following:

15.8.1 That certain portions of the Property can be utilized by the general public, including, without limitation, the Pathway Easements, the Sportsman's Easement Area, and the public rights-of-way.

15.8.2 That in order to receive approval to develop the Property, Grantor was required to obtain the 404 Permit and to designate and protect the Boise River Riparian Area, and grant the Conservation Easement, the Sportsman's Easement, the Pathway Easements and all other easements and restrictions shown on the Plat, and that Owner understands and will abide by all conditions of the 404 Permit, including the restrictions on the Boise River Riparian Area, the Conservation Easement, the Sportsman's Easement, the Pathway Easements and all other easements and restrictions shown on the Plat;

15.8.3 That each Owner understands that non-potable irrigation water will be supplied to the Property by the irrigation System which will be owned and maintained by the Association, and that no Owner has any right, title or interest in or to any water or water right(s) which are owned and/or managed by Grantor, the Association or any other entity;

15.8.4 That Owner has read and understands the Streamside Pressure Irrigation System Rules, Regulations and Information Guide;

15.8.5 That the Property is located next to the Boise River and although each Building Envelope is located outside of the floodway and 100-year floodplain, according to the regulatory agency studies and calculations, the Property may nevertheless be subject to flooding and other hazards; and

15.8.6 If any regulatory agency revises the floodway and/or 100-year floodplain boundaries, each Owner acknowledges and agrees that Grantor and Association shall have no liability for damages or requirements that result therefrom, including without limitation, increased insurance needs, expense to comply with regulatory requirements, or loss of use. Nor shall the Grantor and Association have responsibility to undertake any steps necessary to reduce potential damage from the risk of flooding on the Building Lot.

15.8.7 That the Owner has made all necessary inquiries and inspections about and of the Property and the Owner's Building Lot, and that the Owner takes the Building Lot "As Is", without any express or implied warranty from Grantor.

15.8.8 That the Owners' of Building Lots 1 through 22, Block 1 understand and acknowledge that such lots may be located adjacent to or near a golf course. The Owners understand and acknowledge that the location may result in nuisances or hazards to persons and property on, in and to the Building Lot as a result of normal golf course operations or as a result of other activities including, without limitation, tournaments held within the golf course. Each Owner covenants for itself, its heirs, successors, successors in title, and assigns that such Owner shall indemnify and hold harmless any Association and Grantor from any and all liability, claims, or expenses, including attorney's fees, arising from property damage or personal injury associated with such location including, without limitation, risks arising from stray golf balls or actions incidental to such activities.

15.8.9 That certain Building Lots within Streamside Subdivision contain engineered fill and or loose alluvial soils that is prone to compact under pressure and may result in damage to Improvements including, without limitation, collapse of subsurface basements and Improvements. Each Owner is hereby directed to contact a geotechnical engineer familiar with the steps necessary to eliminate the risk of damage posed by engineered fill and loose alluvial soils prior to the construction of Improvements on a Building Lot. Each Owner acknowledges and agrees that Grantor and Association shall have no responsibility for Owner's failure to undertake the steps necessary to reduce potential damage from the presence of engineered fill and/or loose alluvial soils on the Building Lot.

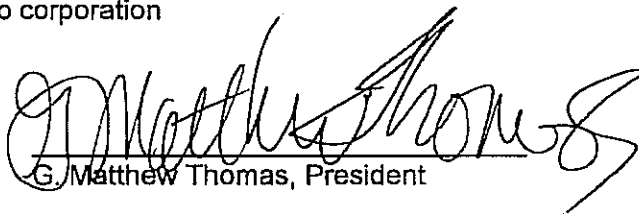
15.9 Grantor's Discretion. Any time this document calls for the exercise of discretion by the Grantor, Grantor shall not be required to act reasonably in the exercise of such discretion;

15.10 Water Rights Reserved. Grantor hereby reserves for and to Grantor all water rights and all entitlements to receive water that have been placed to beneficial use upon the Property or are appurtenant to or associated with the Property, including, without limitation, all licenses, permits, claims, permit applications, 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.

15.11 Written Approval Required. In each instance where the approval of Grantor, the Association, the Architectural Committee or any governmental or other authority is required herein, "approval" shall mean the prior written approval of such person or entity.

IN WITNESS WHEREOF, the parties executed this Declaration as of the day and year first above written.

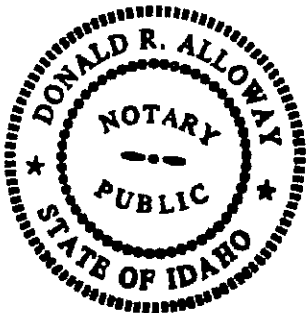
STARWOOD OF EAGLE, INC., an  
Idaho corporation

By:   
G. Matthew Thomas, President

STATE OF IDAHO    )  
                          ) ss.  
County of Ada     )

On this 14<sup>th</sup> day of July, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Matthew Thomas, known or identified to me to be the President of Starwood of Eagle, Inc., the person 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 affixed my official seal the day and year in this certificate first above written.




  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 10/6/01

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The attached Property will be platted as the Streamside Subdivision final plat.

Project: 93056

Date: December 21, 1993 revised October 11, 1995, October 17, 1997

Page 1 of 3

### DESCRIPTION OF STREAMSIDE SUBDIVISION

A parcel of land being that portion of Government Lots 2, 3 and 4 lying south of the South Channel of the Boise River, together with any accretion land lying adjacent to Government Lots, 2, 3 and 4, in Section 20, T.4N., R.1E., B.M., Eagle Ada County, Idaho and more particularly described as follows:

COMMENCING at a brass cap in the center of Eagle Road which marks the northeast corner of said Section 20, T.4N., R.1E., B.M., Eagle, Ada County, Idaho; thence, S.88°45'33"W., 1,339.00 feet along the northerly line of said Section 20; to the corner common to Lots 1 and 2, being the **POINT OF BEGINNING**; thence,

- 1) S.01°11'32"W., 1,505.99 feet along the line between said Lots 1 and 2 to a point in the southerly line of a private road as described in Abstract of Judgement Instrument No. 8245559, Case No. 61059; thence,
- 2) S.79°13'20"W., 18.05 feet along said southerly line; thence,
- 3.) S.00°04'33"E., 47.70 feet to a point in the Highwater line of the South Arm of the Boise River, as shown on Record of Survey No. 757 recorded in Ada County on June 3, 1985 as Instrument No. 8528817; thence, along said Highwater line the following courses:
  - 4.) N.80°18'00"W., 186.77 feet; thence,
  - 5.) N.86°24'50"W., 97.06 feet; thence,
  - 6.) N.66°19'30"W., 162.79 feet; thence,
  - 7.) N.82°24'10"W., 191.38 feet; thence,
  - 8.) N.75°51'30"W., 201.83 feet; thence.
  - 9.) N.86°43'40"W., 150.34 feet; thence,
  - 10.) S.83°42'30"W., 102.98 feet; thence,
  - 11.) N.86°05'50"W., 253.47 feet; thence,
  - 12.) N.64°52'20"W., 131.53 feet; thence,
  - 13.) N.74°53'50"W., 82.07 feet; thence,
  - 14.) S.78°10'10"W., 67.76 feet; thence,

Project: 93056

Date: December 21, 1993

revised October 11, 1995, October 17, 1997

Page 2 of 3

- 15.) N.86°38'20"W., 160.00 feet; thence,
- 16.) N.68°40'10"W., 164.22 feet; thence,
- 17.) N.55°50'00"W. (N.55°58'00"W per ROS 2506), 281.26 feet; thence,
- 18.) N.46°15'10"W., 81.16 feet; thence,
- 19.) N.57°33'40"W., 181.45 feet; thence,
- 20.) N.73°14'00"W., 148.57 feet; thence,
- 21.) S. 87°39'00"W., 128.26 feet; thence,
- 22.) N.72°08'00"W., 110.01 feet; thence,
- 23.) N.50°14'30"W., 105.79 feet; thence,
- 24.) N.17°13'00"W., 116.80 feet; thence,
- 25.) N.32°16'20"W., 138.27 feet; thence,
- 26.) N.22°31'00"W., 54.36 feet; thence,
- 27.) N.41°23'15"W., 109.22 feet to the point of intersection of said Highwater line of the South Arm of the Boise River with the southerly meander line of the South Channel of the Boise River as established by the Idaho Department of Lands in April 1993; thence, along said southerly meander line of the South Channel of the Boise River the following courses:
- 28.) S.88°33'13"E., 40.21 feet (N.89°30'52"E., 40.62 feet); thence,
- 29.) S.74°05'28"E., 90.57 feet; thence,
- 30.) S.52°38'11"E., 158.77 feet; thence,
- 31.) S.65°54'43"E., 49.96 feet; thence.
- 32.) S.45°15'16"E., 70.27 feet; thence,
- 33.) S.69°03'29"E., 164.51 feet; thence,
- 34.) N.70°09'52"E., 70.00 feet; thence,
- 35.) N.84°52'33"E., 103.86 feet; thence,
- 36.) N.77°58'44"E., 215.06 feet; thence,



Project: 93056

Date: December 21, 1993

revised October 11, 1995, October 17, 1997

Page 3 of 3

- 37.) N.81°23'37"E., 103.08 feet; thence,
- 38.) N.82°30'10"E., 202.31 feet; thence,
- 39.) N.80°40'41"E., 163.92 feet; thence,
- 40.) N.48°45'30"E., 146.10 feet; thence,
- 41.) S.70°11'38"E., 148.85 feet; thence,
- 42.) S.74°18'12"E., 144.17 feet; thence,
- 43.) S.70°33'00"E., 140.12 feet; thence,
- 44.) S.49°05'09"E., 76.41 feet; thence,
- 45.) S.82°27'47"E., 308.45 feet; thence,
- 46.) N.75°45'16"E., 92.27 feet; thence,
- 47.) N.22°30'21"E., 55.88 feet; thence,
- 48.) N.44°46'07"E., 74.92 feet; thence,
- 49.) N.18°50'51"E., 143.40 feet; thence,
- 50.) N.38°51'28"E., 108.44 feet; thence,
- 51.) N.36°32'21"E., 266.32 feet; thence,
- 52.) N.56°26'33"E., 161.16 feet to a point in the northerly line of said Section 20; thence,
- 53.) N.88°45'33"E., 247.86 feet along said northerly section line to the **POINT OF BEGINNING.**

said parcel containing 51.502 acres, more or less.

I:\93056\WPPFILES\BNDY2.LEG

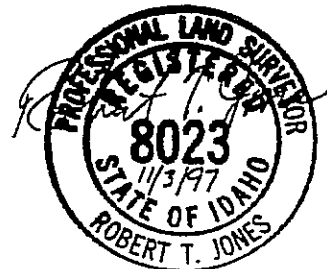


EXHIBIT B

LEGAL DESCRIPTION OF STREAMSIDE COMMON AREA

Upon recordation of the Streamside Subdivision final plat, the following described property will be the Streamside Common Area:

Lot 12, Block 1  
Lot 11, Block 2  
Lot 2, Block 3  
Lot 1, Block 4  
Lot 1, Block 5  
Lot 1, Block 6

EXHIBIT C

CITY PATHWAY AGREEMENT

**MEMORANDUM OF UNDERSTANDING**  
(Streamside Subdivision Pathway Agreement)  
June 5, 1996

The following is an agreement between Starwood of Eagle, Inc. as successor to G. Matthew and Daniel Thomas (the "Developer") and the City of Eagle (the "City"). This Memorandum of Understanding is entered into in connection with the approval by the Eagle City Council on May 14, 1996 of the final plat for Streamside Subdivision.

1. Developer shall construct at the time the Streamside Subdivision improvements are made an internal pathway consisting of a separated paved pathway five-foot (5') in width ("Paved Pathway"). The location of the Paved Pathway is shown on Exhibit A-1 attached hereto and an illustrative drawing of the detail of the Paved Pathway is attached hereto as Exhibit A-2.
  
2. Developer shall grant to the City a 15-foot wide pathway easement along the south side of the utility easement and access drive at the western end of the Streamside Subdivision ("15' West Pathway Easement") and a 15-foot wide pathway easement within Lot 41, Block 1 at the eastern end of the Streamside Subdivision ("15' East Pathway Easement"). The location of the easements is shown on Exhibits A-3 and A-4. The easements shall be granted at the time the final plat is recorded. These easements shall be for pedestrian and bicycle pathway purposes and may, at the expense of the City, be improved as paved pathways. Any improvements shall be subject to reasonable review and approval rights by the Developer and/or by the Streamside Subdivision Homeowner's Association if the Developer no longer owns any lots within the subdivision at the time the City improves the easement areas. The Developer, lot owners and/or Homeowner's Association may landscape the easement areas so long as such landscaping is not inconsistent with pathway improvements.

Developer shall, at the time the Streamside Subdivision improvements are made, rough grade the 15' East and West Pathway Easements and shall construct signs identifying the pathway areas as future easement areas. The City may not improve such easement areas until the pathways on adjacent properties are constructed. It is the intent of the Developer and the City that the easement areas not be improved until the larger pathway system is complete.

Developer shall, upon recording of the final plat, deposit with the City the sum of \$5,000.00 which the City shall hold in a separate account and shall utilize only for the purposes of improving the 15' East Pathway Easement and the 15' West Pathway Easement.

3. Developer shall provide to the State of Idaho State Land Board, a 25-foot wide easement for pedestrian access purposes to the Boise River ("25' Access Easement"). The 25' Access Easement is shown on Exhibit A-5. Additionally, the Developer shall provide to the State of Idaho, State Land Board, a 25-foot wide easement along the south side of the Boise River ("25' River Easement"). The easement is shown on Exhibit A-6. The 25' Access Easement and the 25' River Easement shall only be used for an unimproved or a graveled pedestrian path. In the event the Developer, and/or the Streamside Subdivision Homeowner's Association elects, the City shall accept a deed to the 25' Easement Areas.
  
4. Developer shall pursue on behalf of the City an Army Corp of Engineers Act 404 Permit to allow the City to improve the 25' River Easement with a six to seven-foot (6' - 7') wide gravel pathway. The Developer shall have no obligation to construct or maintain the said pathway and/or to pursue actions which would require the expenditure of funds beyond the initial filing fees for the said 404 Permit.

This Memorandum of Understanding represents the entire obligations of the Developer under the approval granted for the Streamside Subdivision regarding the pathway and the Pathway Committee approval.



\_\_\_\_\_  
 Rick Yzaguirre, Chairman Eagle  
 Pathway Committee



\_\_\_\_\_  
 William C. Selvage, Authorized Agent  
 Starwood of Eagle, Inc.

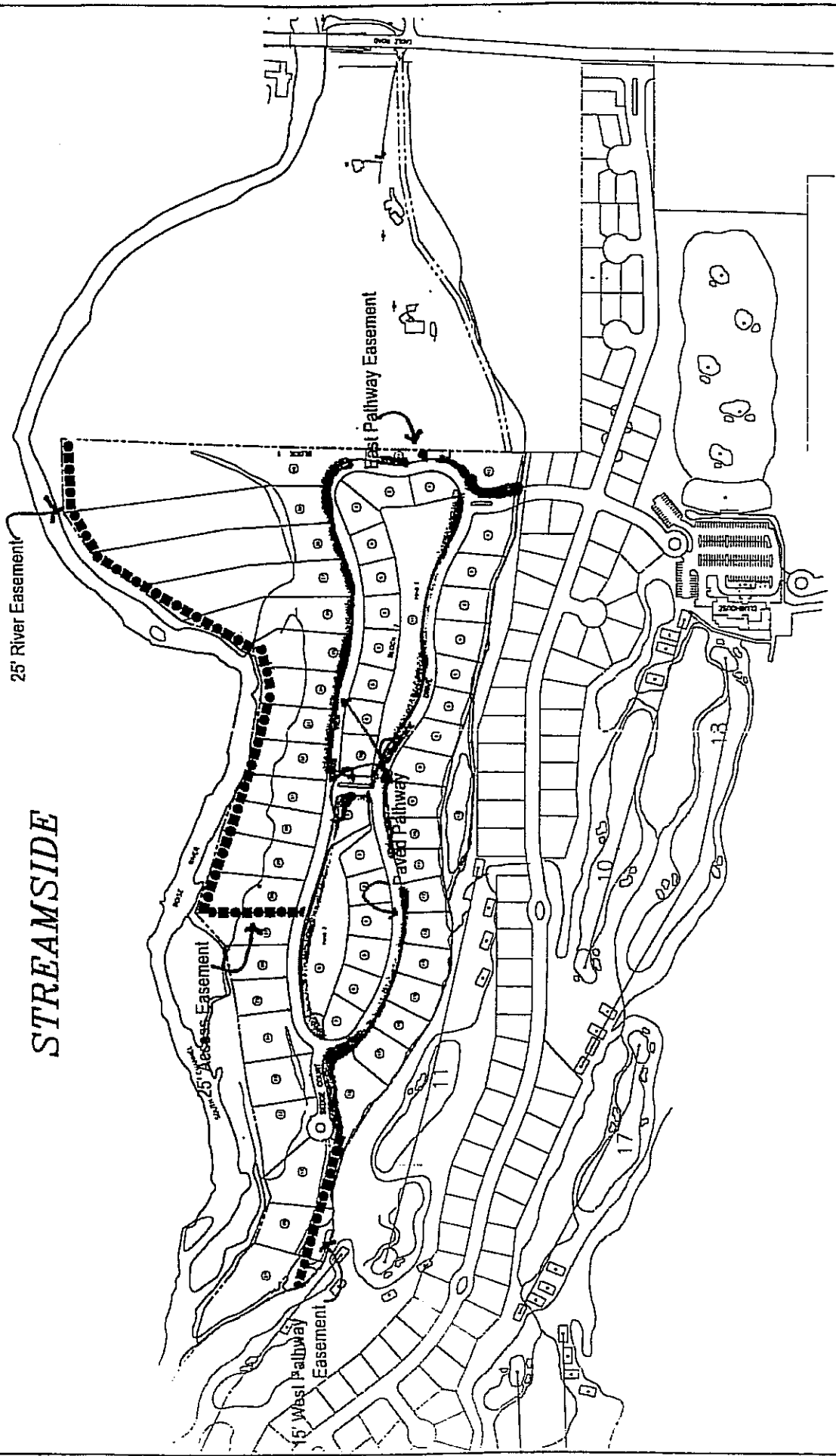
June 5, 1996  
 Date Effective

June 5, 1996  
 Date Effective

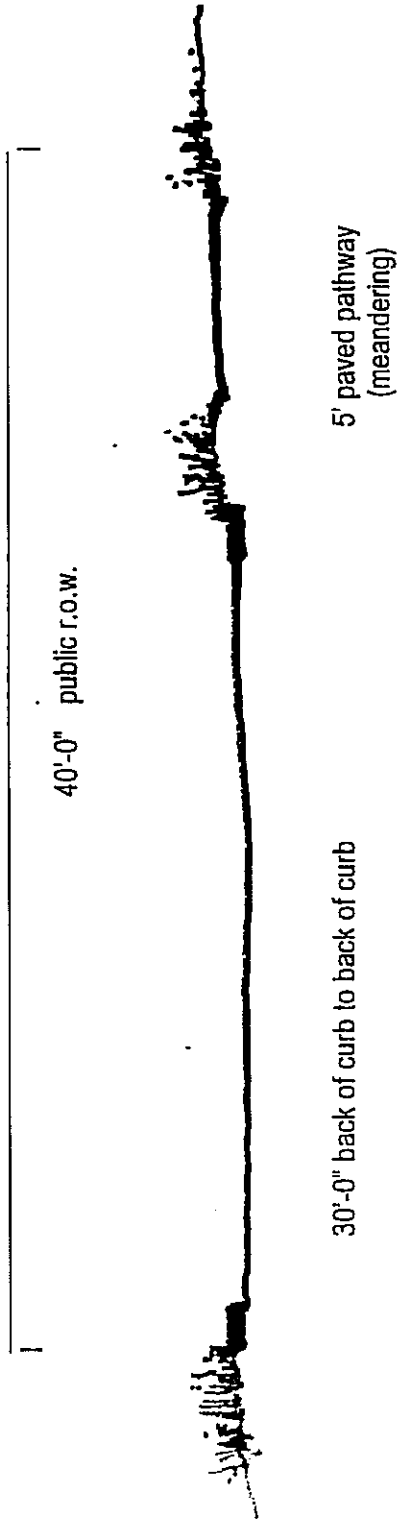
EXHIBITS

- A1 - Map of Pathway Easement Locations
- A2 - Paved Pathway Detail (Illustrative)
- A3 - 15' West Pathway Easement
- A4 - 15' East Pathway Easement
- A5 - 25' Access Easement
- A6 - 25' River Easement

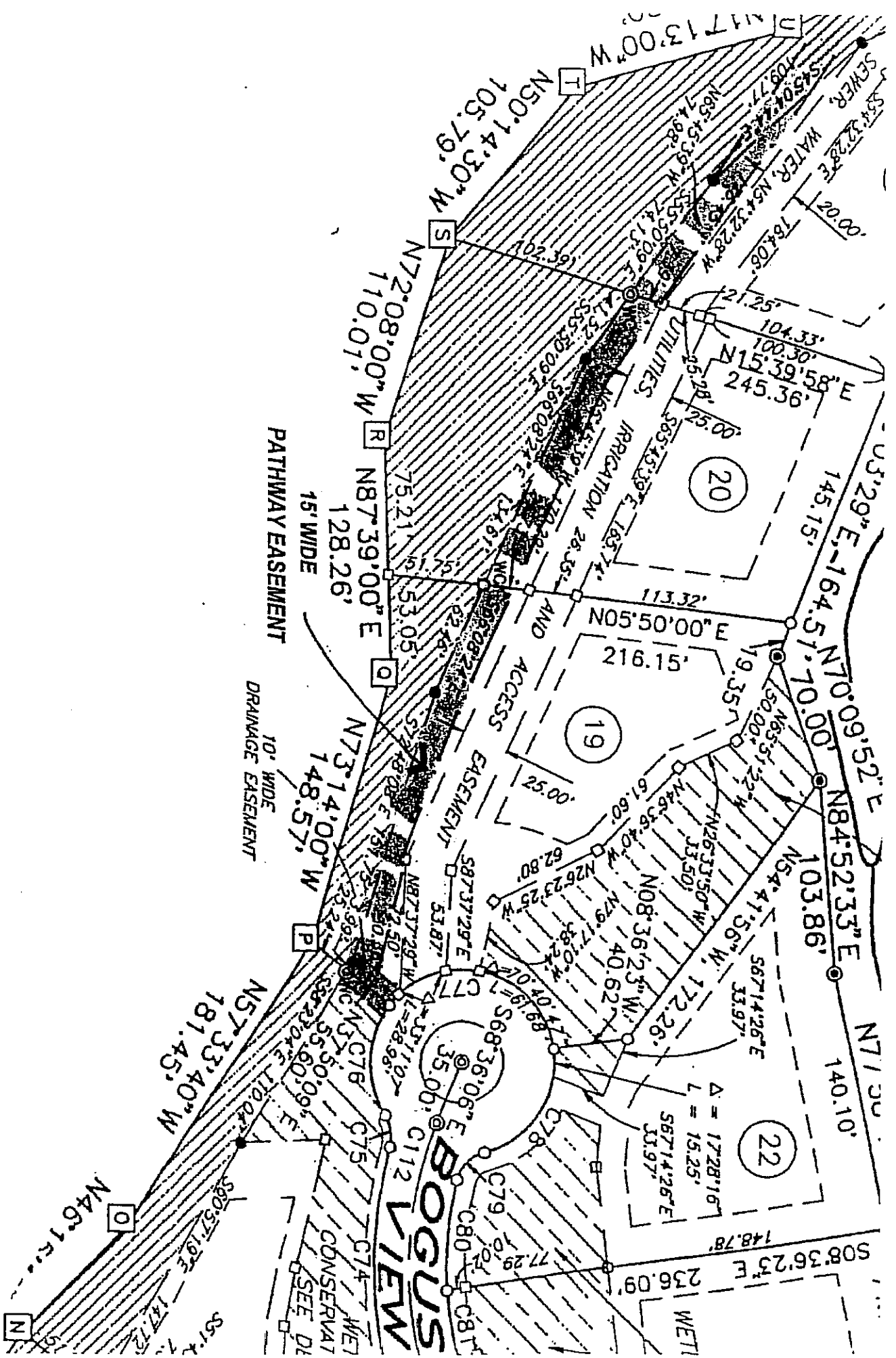
# STREAMSIDE



PATHWAY EASEMENT LOCATIONS - EXHIBIT A-1



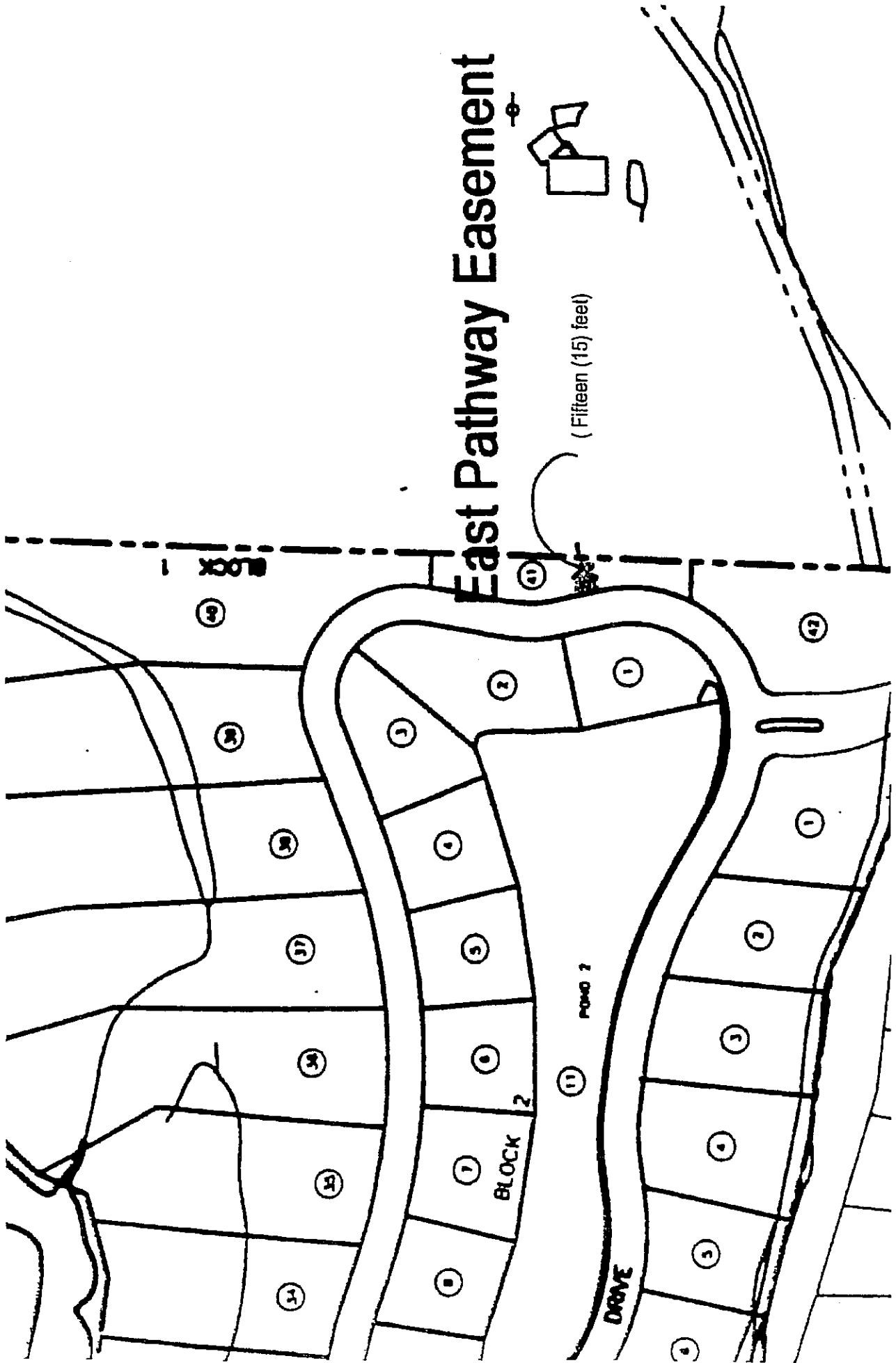
*PATHWAY DETAIL*  
*PATHWAY EASEMENT LOCATIONS - EXHIBIT A-2*



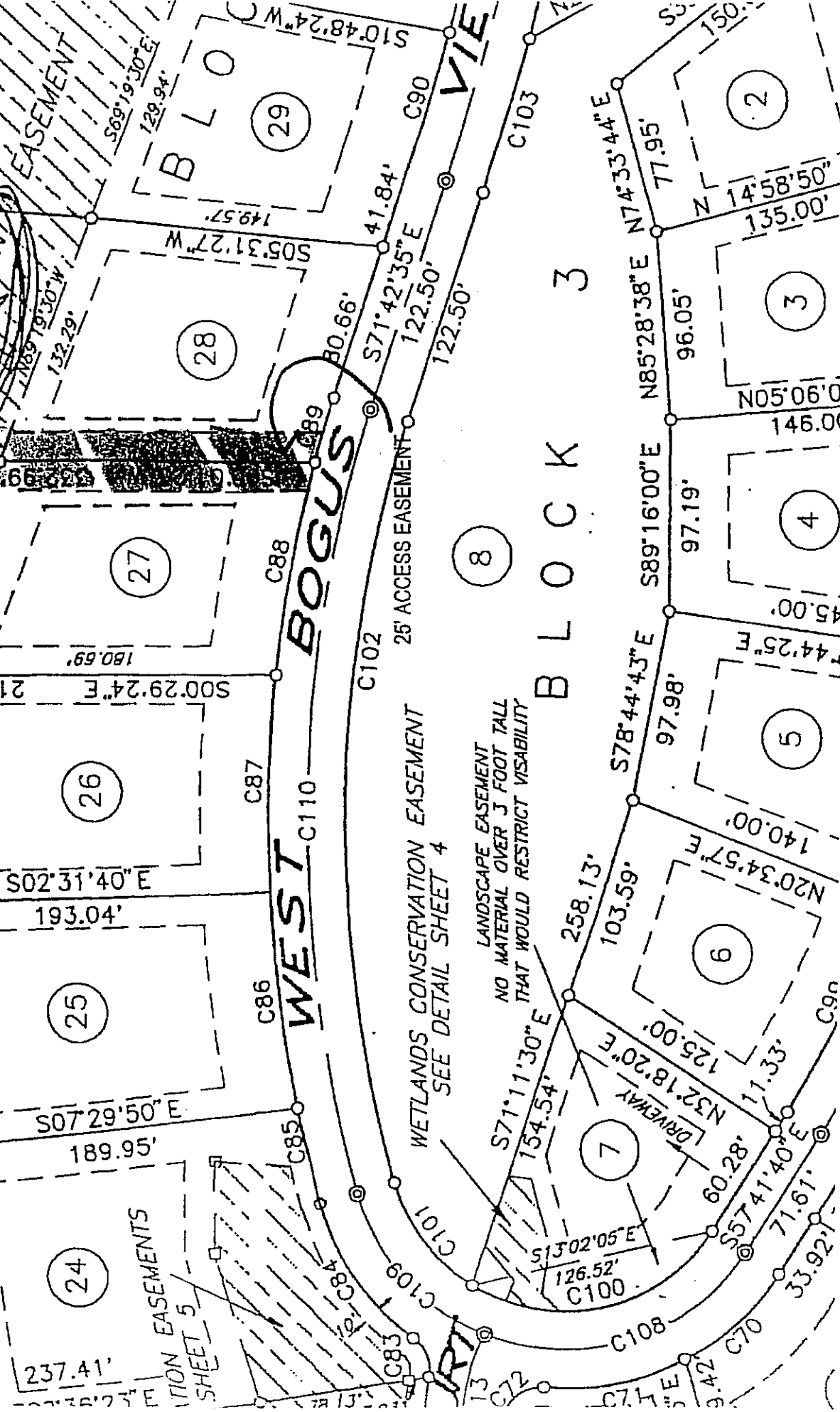
WEST PATHWAY DETAIL  
 PATHWAY EASEMENT LOCATIONS - EXHIBIT A-3



# East Pathway Easement



EAST PATHWAY DETAIL  
PATHWAY EASEMENT LOCATIONS - EXHIBIT A-4



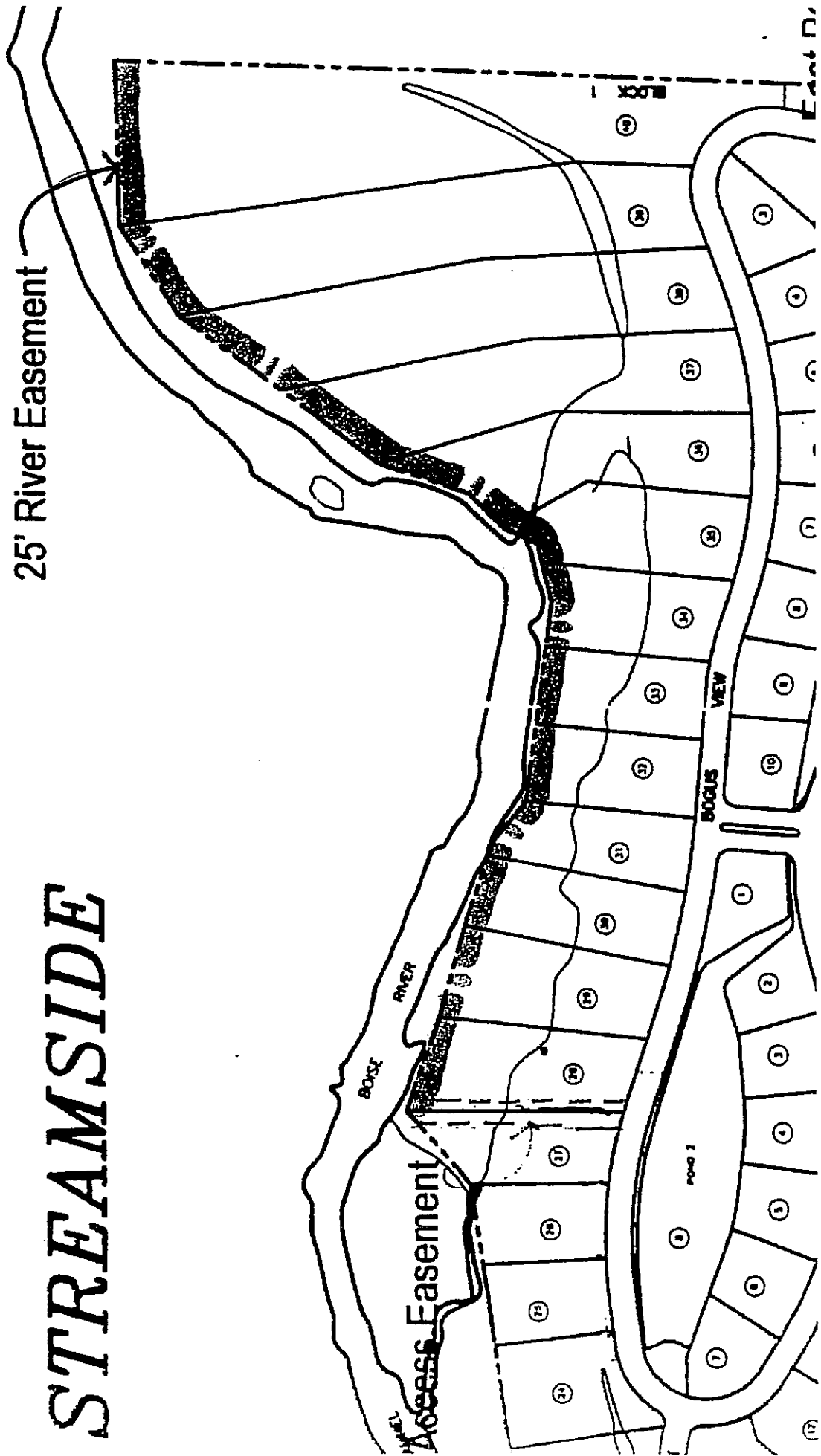
WETLANDS CONSERVATION EASEMENT  
SEE DETAIL SHEET 4

LANDSCAPE EASEMENT  
NO MATERIAL OVER J FOOT TALL  
THAT WOULD RESTRICT VISIBILITY

ACCESS DETAIL  
PATHWAY EASEMENT LOCATIONS - EXHIBIT A-5

# STREAMSIDE

25' River Easement



RIVER EASEMENT DETAIL  
PATHWAY EASEMENT LOCATIONS - EXHIBIT A-6

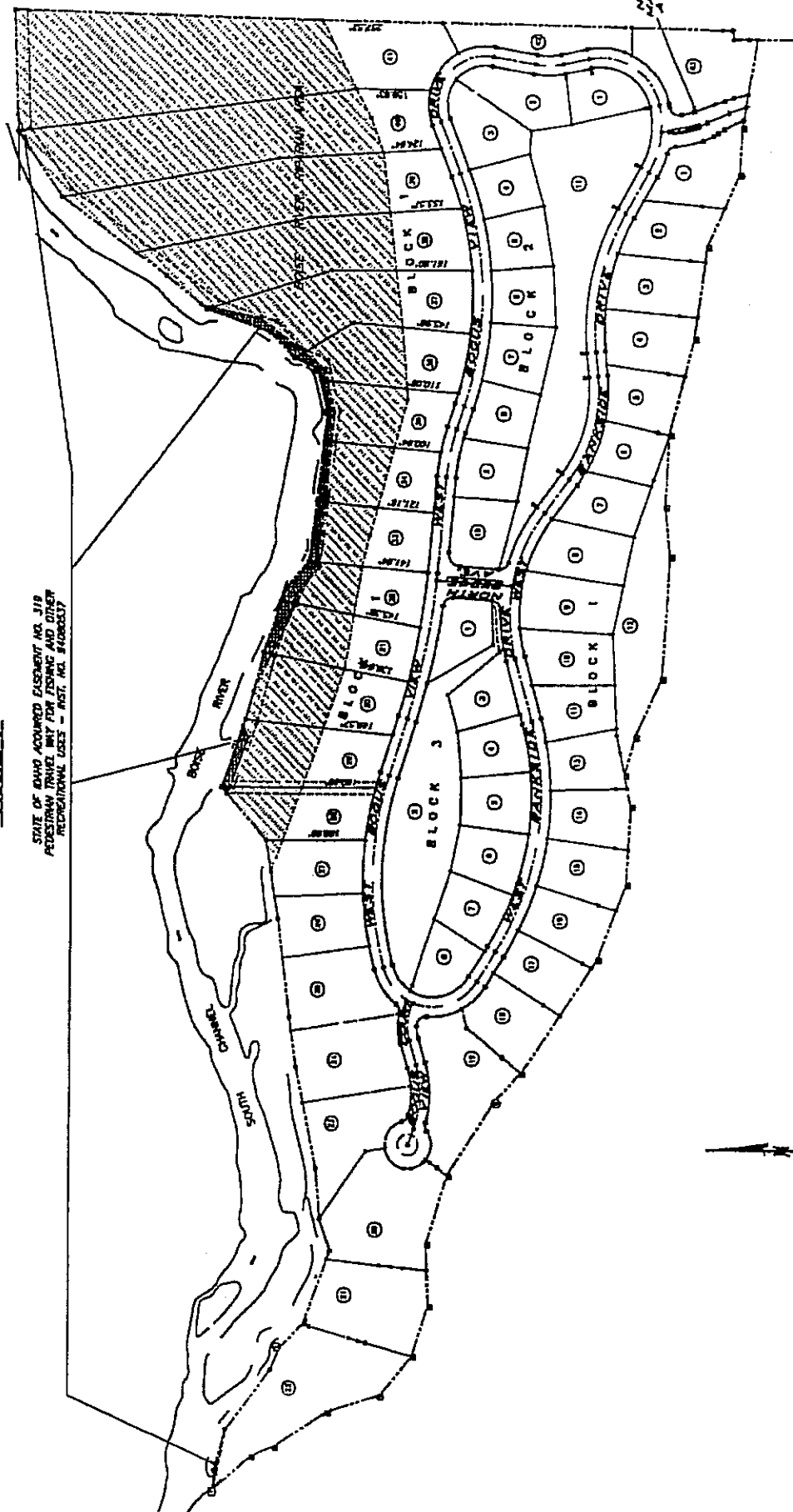
FIGURE 1

DEPICTION OF BOISE RIVER RIPARIAN AREA

# STREAMSIDE SUBDIVISION

STATE OF IDAHO ACQUIRED EASEMENT 319  
& BOISE RIVER RIPARIAN AREA

FIGURE-1



STATE OF IDAHO ACQUIRED EASEMENT NO. 319  
STATE OF IDAHO ACQUIRED EASEMENT NO. 319  
PERMITS FOR FISHING AND BOAT  
RECREATIONAL USES - DIST. NO. 8400037

THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY TO SHOW THE GENERAL DIMENSIONS AND LOCATION OF THE SPORTSMAN'S EASEMENT NO. 319 AND BOISE RIVER RIPARIAN AREA. REFERENCE SHOULD BE MADE TO THE FINAL RECORDED PLAT, AND ANY AMENDMENTS THEREIN, FOR APPROPRIATE DETAIL.

TOOTHMAN-ORTON ENGINEERING COMPANY  
1177 CHERRY BLVD  
BOISE, IDAHO 83710  
(208) 357-3700

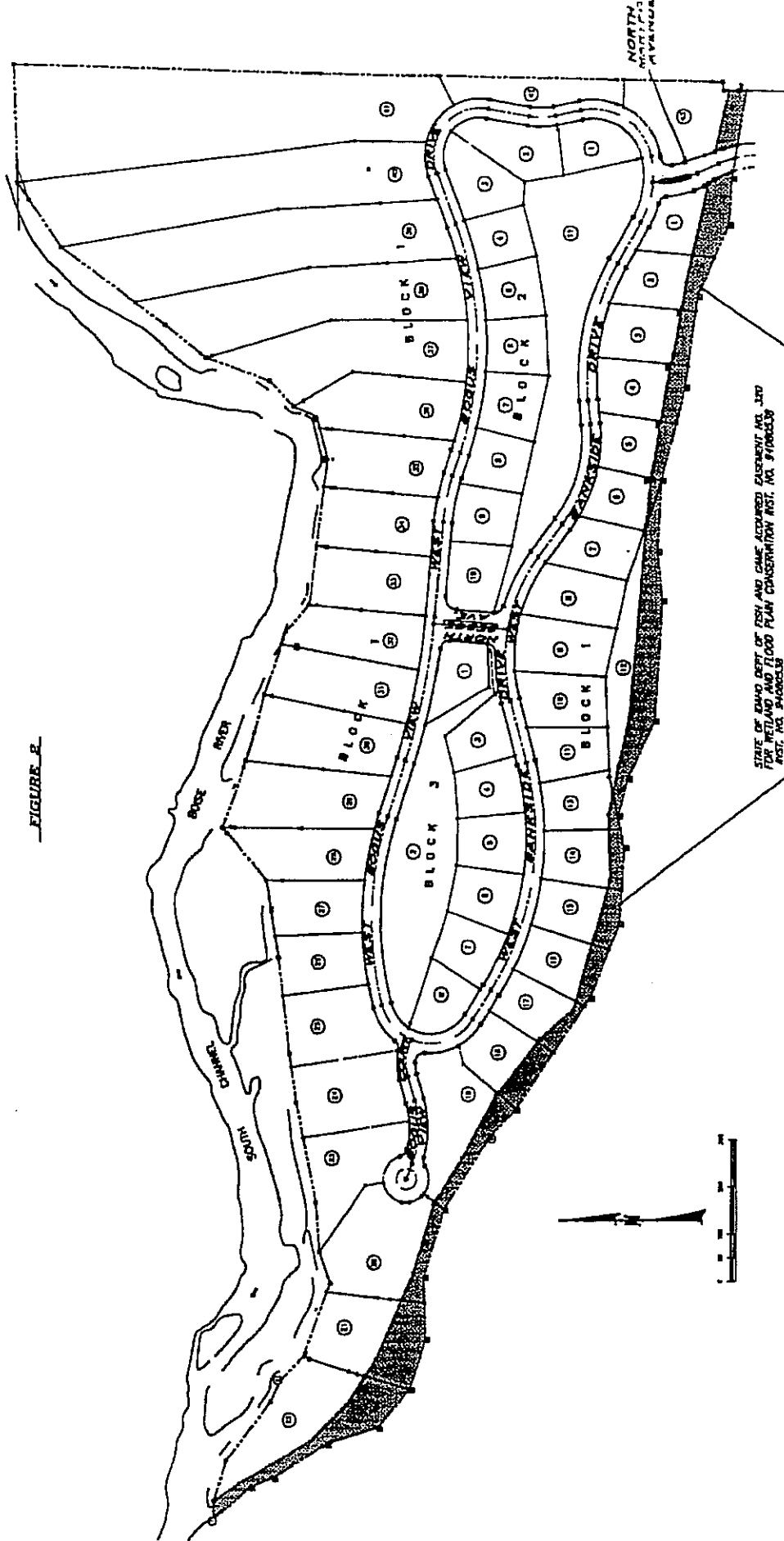
FIGURE 2

DEPICTION OF CONSERVATION EASEMENT AREA

# STREAMSIDE SUBDIVISION

STATE OF IDAHO DEPARTMENT OF FISH AND GAME  
REQUIRED EASEMENT NO. 380

FIGURE B



STATE OF IDAHO COPY OF FISH AND GAME REQUIRED EASEMENT NO. 380  
FOR FLOOD AND FLOOD PLAIN CONSERVATION DIST. NO. 81000330  
DIST. NO. 81000330

SOUTHWEST-GRUEN ENGINEERING COMPANY  
1122 CHERRY BLVD  
BOISE, IDAHO 83716  
(208) 333-1788

THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY TO SHOW THE GENERAL DIMENSIONS AND LOCATION OF THE CONSERVATION EASEMENT NO. 380. REFERENCE SHOULD BE MADE TO THE FINAL RECORD PLAT, AND ANY AMENDMENTS THEREIN, FOR APPROPRIATE DETAIL.

FIGURE 3

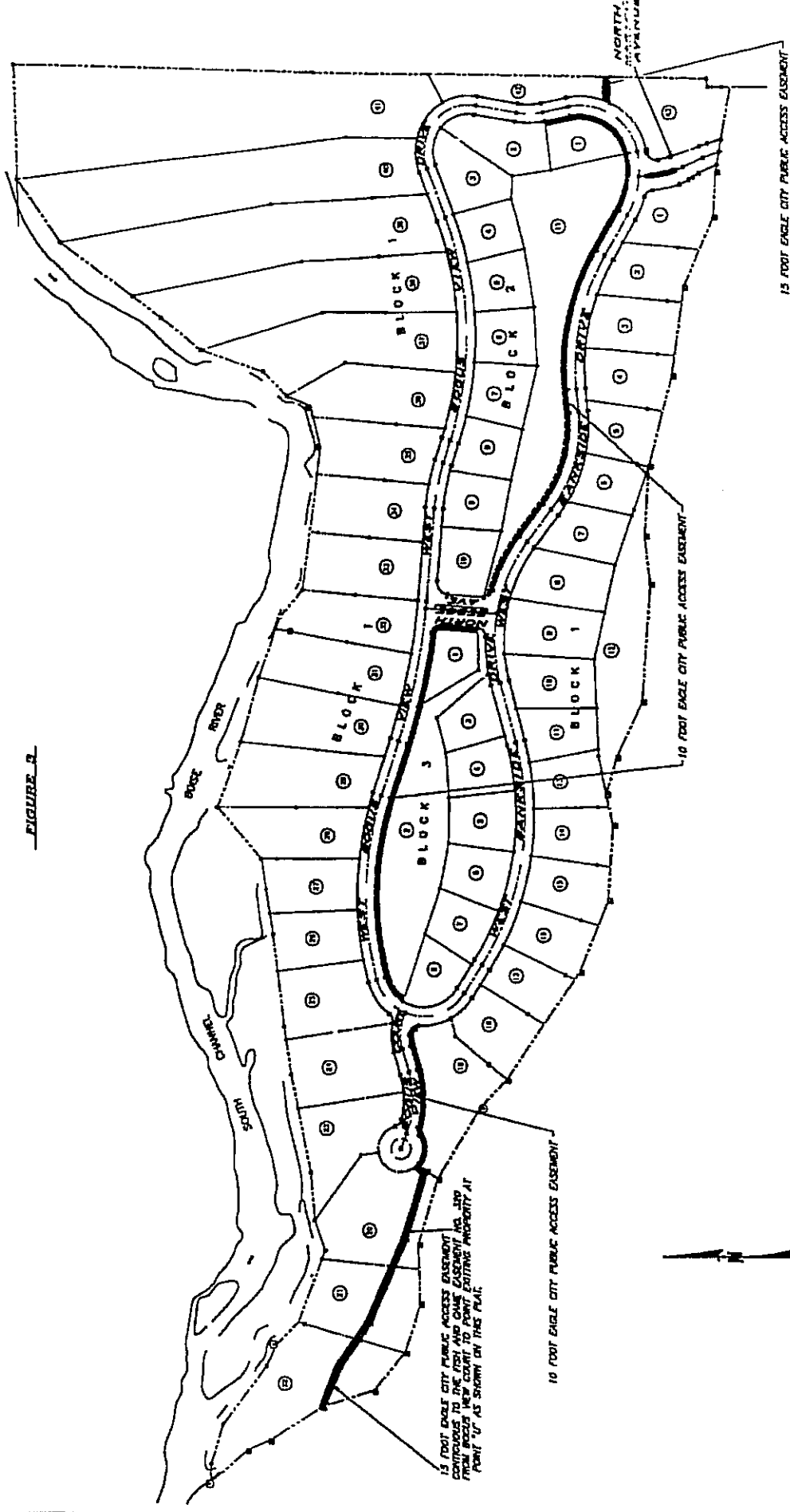
DEPICTION OF PATHWAY EASEMENTS



# STREAMSIDE SUBDIVISION

EAGLE CITY PUBLIC PATHWAY EASEMENT

FIGURE B



THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY TO SHOW THE GENERAL LAYOUT AND LOCATION OF THE PATHWAY EASEMENTS. REFERENCES SHOULD BE MADE TO THE RECORDS OF THE CITY ENGINEER FOR APPROPRIATE DETAIL.

TOOTHMAN-ORTON ENGINEERING COMPANY  
 1000 BROADWAY  
 NEW YORK, N.Y. 10004  
 (212) 512-1200

FIGURE 4

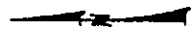
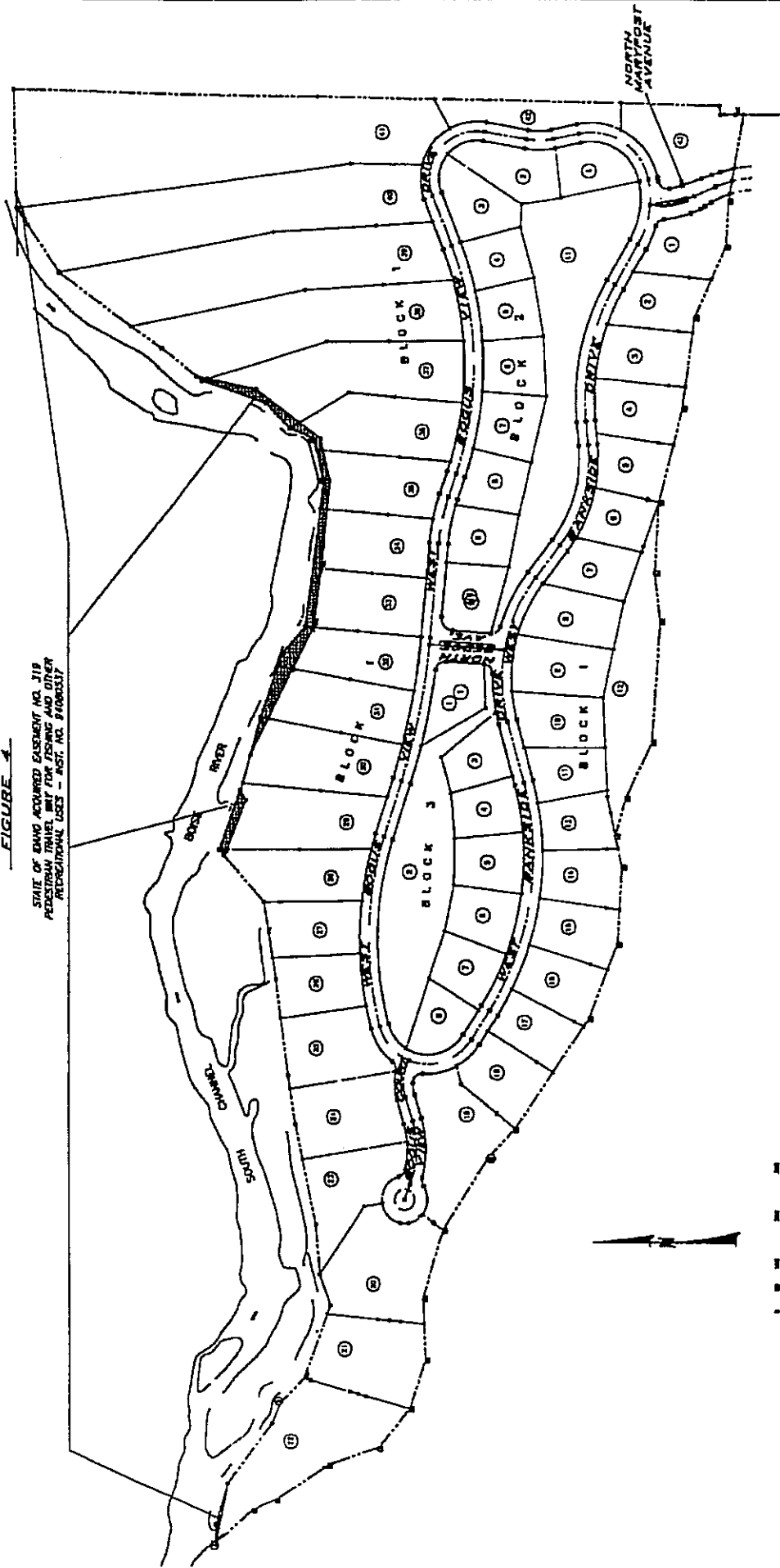
DEPICTION OF SPORTSMAN'S EASEMENT AREA

# STREAMSIDE SUBDIVISION

STATE OF IDAHO ACQUIRED EASEMENT NO. 319

FIGURE 4

STATE OF IDAHO ACQUIRED EASEMENT NO. 319  
 PEDESTRIAN TRAVEL WAY FOR FISHING AND OTHER  
 RECREATIONAL USES - INST. NO. 94060317



THIS FIGURE IS FOR ILLUSTRATIVE PURPOSES ONLY TO SHOW THE GENERAL DIMENSIONS AND LOCATION OF THE SPORTSMAN'S PASSENGER NO. 319 REFERENCE SHOULD BE MADE TO THE FINAL RECORDED PLAT, AND ANY AMENDMENTS THEREOF, FOR APPROPRIATE DETAIL.

TOOTHMAN-ORTON ENGINEERING COMPANY  
 3717 CHERRY AVE  
 BOCO, IDAHO 83716  
 (208) 333-2766

*Suzanne Purdew*  
ADA COUNTY RECORDER  
J. DAVID NAVARRO  
BOISE, IDAHO

RECORDED - REQUEST OF  
FEE 9<sup>00</sup> DEPUTY *[Signature]*  
98083179

1998 AU 31 AM 11:36

AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STREAMSIDE SUBDIVISION

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STREAMSIDE SUBDIVISION is made effective as of the 28th day of August, 1998 by Starwood of Eagle, Inc., an Idaho corporation ("Grantor" and "Class B Member"). This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside recorded as Ada County Instrument No. 98068340 ("Amended Declaration"). This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions is made pursuant to Section 15.2.1 of the Amended Declaration.

The Amended Declaration is hereby amended as follows:

1. SECTION 4.1.2: Delete the phrase "including mandatory wood shake roofing material," in the tenth (10th) line.
2. SECTION 4.1.4: Modify the fourth (4th) line to say "Building Lot without prior approval of the Architectural Committee. . . ."
3. SECTION 4.1.5: Add the following sentence to the end of Section 4.1.5: "No parking bays shall be permitted in any side, front or back yard."
4. SECTION 4.1.7: Add the following sentence to the end of Section 4.1.7: "Owners are responsible for maintenance and replacement of their mailboxes."
5. SECTION 4.1.8: Delete the first sentence and replace it with: "Fences may be allowed at the discretion of the Architectural Committee, if the Architectural Committee determines that the fencing will be consistent with the overall intent and purpose of the Declaration and Design Guidelines." Delete "and boundary walls" from the fifth (5th) and sixth (6th) lines.
6. SECTION 4.1.11: Insert "not permitted." after the word "are" the second (2nd) line, and delete the remainder of the sentence.
7. SECTION 4.5: Modify the fourth (4th) line to say ". . . (2) a temporary sign naming . . . ." Add the following sentence to the end of Section 4.5: "At no time shall an

Owner, other than Grantor, place more than one sign, not to exceed two (2) feet by two (2) feet, on a Building Lot."

8. SECTION 5.5.2.11: Delete the first sentence in its entirety.
9. SECTION 5.7.2: Modify the sixth (6th) line to read "received and receivable, identified by the address number and the name of . . . ."
10. SECTION 5.8: Add ", unless another date is approved by the Board" to the end of the first sentence.
11. SECTION 6.3: Delete the phrase ", and such delegation to the general public may be for a fee set by Grantor or the Association" from the last sentence.
12. SECTION 7.6: Add ", or as otherwise set by the Board" to the end of the last sentence.
13. SECTION 7.7: Modify the first sentence to read "Not less than ten (10) days . . . ."
14. Section 10.7.3: In the second sentence, delete the phrase "upon notice and hearing, as provided in the Bylaws, ..."
15. SECTION 12.5: In the eighth (8th) line, delete ", 21." In the ninth (9th) and eleventh (11th) lines, replace "21" with "20."
16. SECTION 12.8: Delete Section 12.8 in its entirety.
17. SECTION 12.9: Delete Section 12.9 in its entirety.
18. SECTION 15.8.3: In the second (2nd) line, replace the word "Irrigation" for the word "rrigation."

Except as expressly modified herein, the Amended Declaration shall remain in full force and effect. All capitalized terms contained in the Amendment, unless otherwise defined in the Amendment, shall have the meanings set for in the Amended Declaration.

IN WITNESS WHEREOF, the parties executed this Declaration as of the day and year first above written.

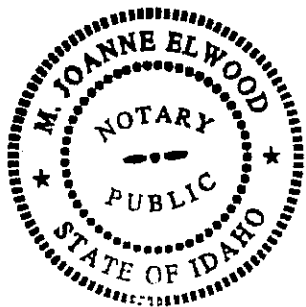
STARWOOD OF EAGLE, INC., an  
Idaho corporation

By: *G. Matthew Thomas*  
G. Matthew Thomas, President

STATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 23<sup>rd</sup> day of August, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Matthew Thomas, known or identified to me to be the President of Starwood of Eagle, Inc., the person 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 affixed my official seal the day and year in this certificate first above written.



*M. Joanne Elwood*  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 11/27/03



**RECORDING REQUESTED BY, AND  
AFTER RECORDING PLEASE RETURN TO:**

Bolinder Dunn PLLC  
Attention: Mr. Clint R. Bolinder  
913 West River Street, Suite 430  
Boise, Idaho 83702  
Telephone: (208) 342-5300

**AMENDMENT NO. 2 TO THE AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STREAMSIDE SUBDIVISION**

This Amendment No. 2 to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision ("Amendment No. 2") is made effective as of the 17 day of May, 2006, by Streamside Homeowners Association, Inc., an Idaho non-profit corporation, (the "Association").

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision, made effective as of July 14, 1998, was recorded on July 16, 1998 as Instrument No. 98068340, Official Records of Ada County, Idaho, and was amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision, made effective as of August 28, 1998, and recorded on August 31, 1998 as Instrument No. 98083179, Official Records of Ada County, Idaho; and

**WHEREAS**, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision and the Amendment thereto identified above are collectively referred to herein as the "**Declaration**"; and

**WHEREAS**, the Declaration encumbers that certain real property located in Ada County, Idaho, commonly known as Streamside Subdivision, as defined in and platted by that certain plat of Streamside Subdivision recorded as Instrument Number 97094160, Book 75 of Plats, at Pages 7750 through 7754, Official Records of Ada County, Idaho; and

**WHEREAS**, the Declaration, at Section 15.2.2, provides that the Declaration may be amended by a written instrument signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment was approved by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association, and that such amendment shall be effective upon its recordation with the Ada County Recorder; and

**WHEREAS**, at the Association's annual meeting of the Members held on May 17, 2006, Owners representing Fifty One percent (51%) of the votes in the Association voted to approve those certain amendments to the Declaration as particularly set out below;

**NOW THEREFORE**, the Association amends the Declaration as follows:

1. Section 4.1.4 ("Accessory Structures") of the Declaration is deleted in its entirety, and the following is substituted therefor:

"4.1.4 Accessory Structures. Detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. No detached storage sheds shall be allowed on any Building Lot without prior approval of the Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot without the express approval of the Architectural Committee and immediate bordering neighbors. Consideration for such items higher than five (5) feet will depend on the location, color, design and overall appearance of the structure in the judgment of the Architectural Committee. Basketball courts, tennis courts or backboards shall be allowed in the back yard of any Building Lot, provided that such courts or backboards are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property."

2. Section 4.1.6 ("Buoys, Docks and Piers) of the Declaration is deleted in its entirety, and the following is substituted therefor:

"4.1. Buoys, Docks and Piers. No buoy, pier, dock, jetty, bridges, beaches or any other shore modification or floating equipment shall be placed or extended into any Waterway, Riparian Easement Area, Boise River Riparian Area or Conservation Easement Area."

3. The following section, designated Section 5.5.1.1(a) and entitled "Fines", is added to the Declaration, immediately following Section 5.5.1.1:

"5.5.1.1(a) Fines. The Board of Directors has the power to levy fines on any Owner in violation of Architectural Guidelines or Amended And Restated Declaration of Covenants, Conditions and Restrictions (CC&R's). Such fines can only be levied following written communication to the Owner from the Board of Directors explaining the infraction and allowing a reasonable period of time in the judgment of the Board, but not less than thirty (30) days, to come into compliance. The Owner upon written request may appear before the Board to explain the circumstances of the violation and



plan of correction. Fines will be between \$5.00 and \$50.00 maximum per member, per week depending on the severity of the infraction and cooperation of the Owner to remedy the violation. The Board cannot predetermine a fine as this must be dealt with on a case-by-case basis."

4. The following section, designated Section 5.5.2.13 and entitled "Waterway Committee", is added to the Declaration, immediately following Section 5.5.2.12:

"5.5.2.13 Waterway Committee. Appoint and remove members of the Waterway Committee, subject to the provisions of this Declaration."

5. Terms used in this Amendment No. 2 which are not otherwise defined herein are deemed to have the same meanings as are respectively ascribed to them in the Declaration. Except as expressly amended by this Amendment No.2, the Declaration remains in full force and effect. In the event of any conflict between the provisions of this Amendment No. 2 and the Declaration, the provisions of this Amendment No. 2 shall control.

**IN WITNESS WHEREOF**, the Association, by and through its president and secretary, has executed this Amendment No. 2 effective as of the date first above written.

**STREAMSIDE HOMEOWNERS  
ASSOCIATION, INC.,**  
an Idaho non-profit corporation

By Wayne R. Frieders  
Name: WAYNE R. FRIEDERS  
Its: President

By Linda Keifer  
Name: Linda Keifer  
Its: Secretary

**CERTIFICATION AND ATTESTATION**

Wayne R. Frieders and Linda Keifer, the President and Secretary, respectively, of Streamside Homeowners Association, Inc., an Idaho non-profit corporation, (the "Association") do hereby certify and attest as follows:

1. Wayne R. Frieders is the duly elected and qualified President of the Association;
2. Linda Keifer is the duly elected and qualified Secretary of the Association and the custodian of the Association's records; and
3. At the Association's annual meeting of Members held on May 17, 2006, Owners representing Fifty-one percent (51 %) of the votes in the Association voted to approve the foregoing amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Streamside Subdivision.

IN WITNESS WHEREOF, the undersigned have executed this Certificate and Attestation as of the 19 day of July, 2006.

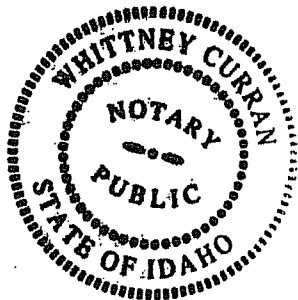
Wayne R. Frieders  
Name: WAYNE R FRIEDERS

Linda Keifer  
Name: LINDA KEIFER

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Wayne R. Frieders, known or identified to me to be the president of Streamside Homeowners Association, Inc., an Idaho non-profit corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity as such president.

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

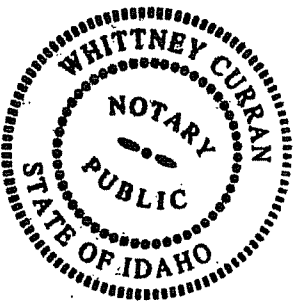


Whitney Curran  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 5.19.2011

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 19 day of July, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Linda Keifer, known or identified to me to be the secretary of Streamside Homeowners Association, Inc., an Idaho non-profit corporation, and the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such secretary.

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



Whitney Curran  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 5.19.2011