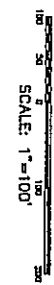
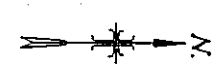
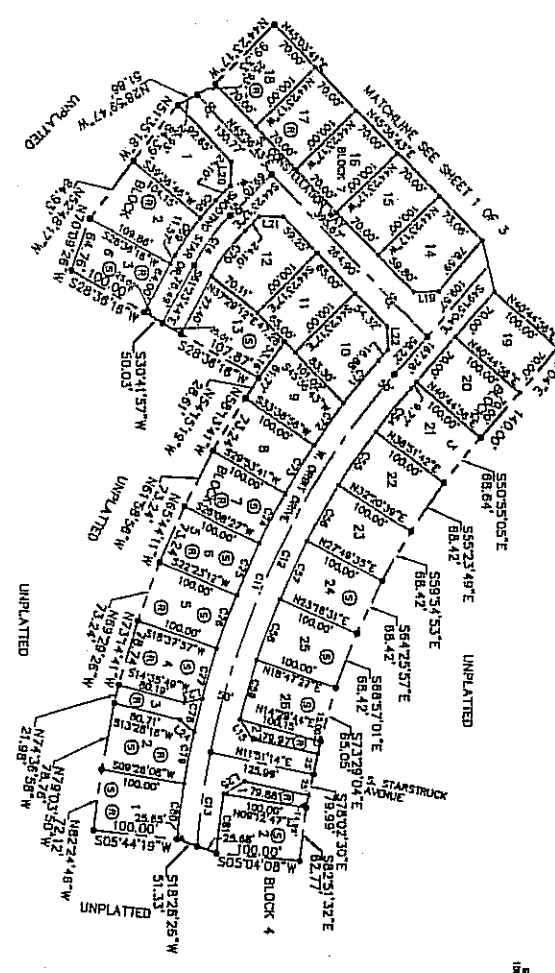


LEGEND

- Found Brass Cap Monument
- Found Aluminum Cap Monument
- Set / 5" x 8" Iron Pin with Plastic Cap
- Set / 1/2" x 24" Iron Pin with Plastic Cap
- PE 15 3200
- Boundary Line
- Centerline of Public Street
- Lot Line
- Solar Lot
- Shade Restricted Lot

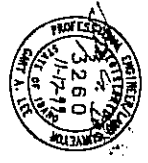
| CURVE | BEARING | LENGTH | TANGENT | CHORD | BEARING | BEARING | BEARING | BEARING |
|-------|---------|--------|---------|---------|---------|---------|---------|---------|
| C1 | S91.00 | 62.72 | 311.50 | 612.10 | S89.55 | 111.12 | S89.55 | 111.12 |
| C2 | S81.00 | 112.82 | 554.50 | 1114.00 | S79.00 | 211.00 | S79.00 | 211.00 |
| C3 | S45.00 | 112.82 | 554.50 | 1114.00 | S45.00 | 111.12 | S45.00 | 111.12 |
| C4 | S61.00 | 62.72 | 311.50 | 612.10 | S55.00 | 66.67 | S55.00 | 66.67 |
| C5 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C6 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C7 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C8 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C9 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C10 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C11 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C12 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C13 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C14 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C15 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C16 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C17 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C18 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C19 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C20 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C21 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C22 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C23 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C24 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C25 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C26 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C27 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C28 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C29 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |
| C30 | S81.00 | 112.82 | 554.50 | 1114.00 | S81.00 | 111.12 | S81.00 | 111.12 |

| LINE | BEARING | DISTANCE |
|------|------------|----------|
| L1 | N45.1721°E | 22.04 |
| L2 | S71.4810°W | 28.48 |
| L3 | N89.2311°W | 28.20 |
| L4 | N89.2311°W | 27.20 |
| L5 | N89.2311°W | 27.20 |
| L6 | S81.0000°W | 27.20 |
| L7 | N81.0000°E | 27.20 |
| L8 | N45.1721°E | 22.04 |
| L9 | N89.2311°W | 27.20 |
| L10 | S81.0000°W | 27.20 |
| L11 | N45.1721°E | 22.04 |



J-U-B ENGINEERS, INC.
Engineers Surveyors Planners
Boise, Idaho

DEVELOPER
MOONRIDGE LLC



David Navarro
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE 150 DEPUTY (f. Oubay)

1999 DE -3 PM 4:27

99115870

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOONRIDGE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Moonridge Subdivision is made effective as of the 3rd day of December, 1999, by Moonridge Development, LLC, (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration" or "CC&R's") for Moonridge Subdivision is that property in Ada County, State of Idaho, which is described on Exhibit A attached hereto. Exhibit A describes Moonridge Subdivision No. 1 which is the first phase of Moonridge Subdivision. Additional phases of this subdivision are planned to be annexed into these CC&R's and as such phases are annexed these CC&R's shall be the "Master CC&R's". Such subsequent phases shall also be under the management of the Association set out herein, and any additional or different covenants and restrictions for Lots in the annexed phases shall be contained in the recorded Declaration of Annexation of that phase of the subdivision. The "common area" Lots contained in Subdivision No. 1 are set out in Paragraph 3.8 below.

1.2 Purpose of Declaration. Moonridge Subdivision is a residential development, which Grantor intends to develop in accordance with governmental approvals. The purpose of this Declaration is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes that will apply to the development and use of the Property. This Declaration is designed to preserve the Property's value, desirability and attractiveness, and to guarantee adequate maintenance of the Common Area, and any Improvements located thereon.

ARTICLE 2: DECLARATION

2.1 Grantor Declaration. Grantor declares that all the Property described on Exhibit A shall be held, sold, transferred, encumbered, leased, used, occupied and improved subject to these CC&R's. Each Owner accepting a deed to any of the property agrees that these CC&R's are for the protection, maintenance, improvement and enhancement of the Property and agrees to be bound by these CC&R's and the information contained herein.

2.2 Runs With The Land. These CC&R's shall run with the land described on Exhibit A and shall be binding upon all persons with any right, title or interest in the land. They are for the benefit of all the property and bind all successors.

2.3 Enforcement. These CC&R's may be enforced by Grantor, any Class A Lot Owner or by the Association.

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

2.5 Special Notices to Lot Owners. Due to the nature and development of this subdivision certain items are hereby noticed to all potential and future Lot Owners in this Moonridge Subdivision No. 1 and Lots in future annexations of subsequent phases of this subdivision. These are as follows:

2.5.1 Extension of Lake Hazel Road. Lake Hazel Road adjacent to this subdivision is currently not fully developed. As time goes by, it is the plan of Declarant and/or ACHD to complete the construction and extension of Lake Hazel as an arterial road. Therefore, when such road is completed, the Lots along this Lake Hazel extension shall be abutting an arterial road. In Moonridge Subdivision No. 1, the Lots that will abut the Lake Hazel extension include, but are not limited to the following Lots: In Block 1, Lots 4 and 5; In Block 3, Lots 5,6,7 and 14-26; In Block 4, Lot 2.

2.5.2 Development on the West. Planned on the west side of this subdivision, between the westernmost Lots in this subdivision and Maple Grove

Road, are some commercial, mini-storage, office, or multi-family housing developments or other uses allowed by the zoning of that property. Therefore, all of these Lots (Lots 5-11, Block 1) will be abutting some type of commercial use other than single family residential uses.

2.5.3 Agricultural Operations. There are agricultural operations in the vicinity of this subdivision and there is a very large dairy and cattle operation approximately a mile away from this subdivision which may, on occasion, generate odors and flying farm insects. Reference is made to section 22-4503 of the Idaho Code, the "Right to Farm Act" which is set out in the notes to the plat of this subdivision. Roughly paraphrased, this act provides that an agricultural operation is not a nuisance to incoming developments if that agricultural operation was there first.

ARTICLE 3: DEFINITIONS

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

3.2 "Moonridge Subdivision" shall mean the Property described in Exhibit A, (together with any future additions or annexations).

3.3 "Assessments" shall mean those payments required of Class A Owners and Association Members (excluding Declarant) and include but are not limited to all Assessments (whether regular, start-up, special or limited), late charges, attorneys' fees, interest, and other charges set out in these CC&R's.

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

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

3.6 "Building Lot" shall mean one or more Lots as specified or shown on any Plat upon which Improvements may be constructed. The term "Building Lot" shall not include any Common Area, any area dedicated to the public, or any Lots deeded to an irrigation entity for an irrigation pump facility.

3.7 "By-laws" shall mean the By-laws of the Association (a copy of which is attached hereto as Exhibit B).

3.8 "Common Area" shall mean all Lots of Moonridge Subdivision that are designated herein or on the Plat as private streets or drives, common open space, common areas and common landscaped areas, including but not limited to, the

following parcels which Declarant shall deed to, and shall be managed and maintained by, the Moonridge Neighborhood Association:

| | | |
|--------|---------|---|
| Lot 1 | Block 1 | Landscaping Lot; ACHD Maintenance Area |
| Lot 7 | Block 1 | Micro-Path Lot |
| Lot 12 | Block 1 | Landscaping Lot |
| Lot 1 | Block 2 | Landscaping Lot |
| Lot 1 | Block 3 | Landscaping Lot; ACHD Maintenance Area |
| Lot 16 | Block 3 | Sanitary Sewer Easement Area; Temporary Fire Truck and Emergency Vehicle Entrance; After a second formal entrance to this Subdivision is completed to Lake Hazel then this will be a Micro-Path Lot |
| Lot 27 | Block 3 | Landscaping Lot |
| Lot 1 | Block 4 | Landscaping Lot |
| Lot 4 | Block 7 | Future Water Retention Swale Area, ACHD Maintenance Area and Landscaping Lot |
| Lot 3 | Block 5 | Micro-Path Lot |

The Association shall own, manage, maintain and operate these common area Lots as provided in this Declaration.

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

3.10 "Grantor" shall mean Moonridge Development, LLC and any successor in interest, or any person or entity to whom the rights under this Declaration are expressly transferred by grantor or its successor. Grantor may also be referred to as the "Declarant".

3.11 "Improvement" shall mean any 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, driveways, landscaping, signs, lights, mail boxes, recreational facilities, and fixtures of any kind.

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

3.13 "Member" shall mean each person or entity holding a membership in the Association. Members must be either a Class A Lot Owner or Grantor.

3.14 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot which is a part of the Property, but excludes those having an interest merely as security for the performance of an obligation. A "Class A" Owner shall be any Owner of a Building Lot other than Grantor. Lots deeded to irrigation districts for pump stations are not Building Lots.

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

3.16 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County Recorder.

3.17 "Property" shall mean all of the Property described herein including each Lot or portion thereof, including all water rights associated with or appurtenant to such property.

3.18 "Regular Assessment" shall mean the regular assessments assessed against all Class A Owners to defray the cost of maintaining, improving, repairing, managing and operating the Common Areas and all Improvements located thereon, and the other costs and expenses of the Association.

3.19 "Start-up Assessment" shall mean that initial fee payable to the Association to start-up the Association. This one time start-up fee is assessed against the buyer of each Lot upon the first purchase of each Lot.

3.20 "Special Assessment" shall mean the portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments.

3.21 "Transfer Special Assessment" shall mean that transfer fee assessed against each Lot transferred, to be paid to the Association on each transfer of legal title and recording of a deed to a Lot in this subdivision.

ARTICLE 4: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color scheme, has been approved by the Board or a person designated by the Board to approve same. (See Article 6 below.) The approval of the Board will not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision.

4.2 Government Rules. In the event any of these CC&R's are less restrictive than any governmental rules, regulations or ordinances, then the more restrictive governmental rule, regulation or ordinance shall apply.

4.3. Use and Size of Dwellings; No Basements. All Building Lots shall be used exclusively for one or two-story single-family homes. Split entry homes are prohibited. No basements shall be allowed.

The following Building Lots in Moonridge Subdivision No. 1 shall contain dwellings of not less than 1,400 square feet, excluding porches, garages and eaves:

Lots 2-6, and 8-11, Block 1;
Lots 2-15, and 17-18, Block 3;
Lots 1-3 and 5-13, Block 7.

All other Building Lots in Moonridge Subdivision No. 1 shall contain dwellings of not less than 1,200 square feet, excluding porches, garages and eaves.

4.4 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; (d) no more than 120 square feet in area and no more than eight feet high; and d) approved by the board.

4.5 Setbacks. All setbacks shall comply with the pertinent local government Ordinances.

4.6 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

4.7 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. Bay windows, broken roof lines, gables, hip roofs, etc. are encouraged as are brick, stone or stucco for the full height columns on the sides of the garage. Also encouraged are brick, stone or stucco full wainscoting on the front exposure.

4.8 Solar Covenants. All structures and landscaping shall comply with all Boise City ordinances governing solar access and those Solar Covenants attached hereto as Exhibit C.

4.9 Commercial Activity. Except for an at home office or a once a year garage sale, no part of the property and no structures thereon shall be used for any type of commercial purposes. Specifically prohibited uses shall include, but are not limited to; a) any sales or retail facilities (except Grantor's Lot sales offices), b) half way house, c) treatment center, d) shelter home, e) day-care or child care, f) care center for mentally or physically handicapped persons not related by blood or marriage to the Owner, g) animal care , kennels, or animal breeding.

4.10 Driveways. All Lots shall have a paved driveway and a minimum of two paved car parking spaces within the boundaries of each Lot. No driveway or parking area shall be dirt, rock or gravel.

4.11 Roofs; Colors. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be composition shingles. Approval of exterior colors must be obtained from the Board, and any future changes to colors or exterior must be approved by the Board. Bright, bold, yellow, or very dark body colors shall be discouraged. Dark roof colors shall be encouraged.

4.12 Pole Lights. Each home shall have a photo-sensitive pole light installed in the front yard prior to occupancy, ideally within five (5) feet of the sidewalk and five (5) feet of the driveway, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the builder constructing the home.

4.13 Landscaping. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home and such landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping, at a minimum, shall include sod in the front yard and at least one tree of 2" caliper in the front yard. Grass in the back yard shall be planted, hydro-seeded or sodded within one year of occupancy.

4.14 Fences.

4.14.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property (except for entrance or exit roadways or waterway crossings). After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The Association may, in it's sole discretion, maintain some or all of the perimeter fencing as a Common Area expense.

4.14.2 Other Owner Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved by the Board prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along ditches or water retention areas or those portions of which abut a common area, and then only after approved by the Board.

4.15 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

4.16 Antennae. No TV or radio antennae extending above the roof line of the house shall be permitted except with the specific approval of the Board. Any other antennae or satellite dishes, while permitted, shall be located, and screened from view of the other Lot Owners, in a place and manner approved by the Board.

4.17 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

4.18 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited.

No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

4.19 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in Article 8 and 9 below.

4.20 Unsightly Articles. No unsightly articles shall be permitted to remain on any property so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or screened from view. Vacant residential structures shall not be used for storage.

4.21 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

4.22 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, 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 enclosed by a concealing structure approved by the Board. No vehicles taller than nine feet or longer than 25 feet shall be allowed to be stored on any portion of the property. Notwithstanding anything contained herein, a boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three days.

4.22.1 Removal of Vehicles; Warning; Costs. The Board or its representatives may remove any vehicles in violation of this section at any time

after giving the Owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs. (See Article 9 below)

4.23 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run shall be screened from view of adjacent lots, and must be approved by the Board.

4.24 Signs. No sign shall be displayed to public view without the approval of the Board except: (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

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

4.26 Exemption of Grantor. Nothing contained in these CC&R's shall limit the right of Grantor; to subdivide or re-subdivide any portion of the Property owned by Grantor; to grant easements, licenses, or to reserve rights-of-way with respect to Common Areas; to complete excavation, grading and construction of any portion of the Common Areas, or Property owned by Grantor; to alter construction plans and designs; to construct additional Improvements; to erect, construct and maintain structures and displays as necessary for the conduct of Grantor's business. Prior to transferring title to a Building Lot Grantor shall have the right 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. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. The rights of Grantor may be

assigned by Grantor to any successor in interest by a written assignment recorded in the Office of the County Recorder.

4.27 Water.

4.27.1 Water Rights. Each party accepting and recording a deed to any property in this Subdivision or occupying any property in this Subdivision acknowledges and understands and agrees to the following: a) that such property is in an irrigation district, including but not limited to New York Irrigation District (hereinafter collectively "District"); b) that the water in District has not been transferred from this property; c) that each Owner of any Lot is subject to all assessments levied by District or other water supplier and/or the Association; d) that each Lot Owner shall be responsible to pay any levies attributable to that Lot; e) that water assessments are a lien upon the Lot. Each Owner or occupant of any Lot in Moonridge Subdivision specifically releases and waives any and all claims of any kind against Declarant, its agents, employees, officers and directors relating to irrigation water in Moonridge Subdivision.

4.27.2 Irrigation District Agreements. The Lots in Moonridge Subdivision shall be subject to any existing or future recorded agreements or license agreements with New York Irrigation District or Boise Project Board of Control regarding this Subdivision and irrigation water, including but not limited to, the following existing agreement(s) or any addendums thereto:

a) **"AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION); FOR CONSTRUCTION OF PUIS BY DEVELOPER."** This Agreement was recorded the 16th day of November, 1999, in Ada County as Instrument No. 99111104 and is incorporated herein as if set forth in full.

4.27.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through District via a pressurized urban irrigation system (PUIS). This system shall be owned maintained and operated by District. Each Lot Owner shall pay pro-rata for the costs of maintenance and operation of the PUIS attributable to Moonridge Subdivision. Each individual Lot will have a control valve on the pressurized irrigation system to allow irrigation water onto that individual Lot.

Each Lot Owner shall be responsible for his own irrigation system on his own Lot downstream from this control valve (e.g. filters, screens, sprinkler lines and sprinkler heads). Each Owner shall install a sufficient sand screen or similar filter set up to keep sand and other irrigation ditch debris out of the Owner's irrigation

system. Each Owner shall clean and maintain their own screens and filter systems.

Any Owner damaging the main PUIS system shall be responsible for all of the costs of that damage.

4.27.4 Water Costs: All irrigation water costs shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association, then the water costs shall be paid as part of the Association's pro-rata assessments to Lot Owners. Each Lot Owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

4.27.5 Warranty: Declarant shall transfer to District any manufacturer's warranties on any of the materials, pumps, or parts that were put into the PUIS. Declarant warrants to District that each phase of the PUIS as it is completed and transferred to District will be free of defects in materials or workmanship for one full year following the date that the respective phase of the PUIS was transferred to District. In the event a defect is discovered during that one year time period Declarant agrees, at Declarant's expense to repair or remedy that defect. After that one year period, Declarant shall have no further liability to District, any Lot Owner or to the Association.

4.27.6 Cross Connects Prohibited: No Lot Owner, tenant or occupant of any Lot in the subdivision shall install any cross connections or tie-ins, or allow any to exist on a Lot, between the PUIS referred to in this agreement and any other pipes, conduits or water systems whether such other systems are carrying potable domestic water or carrying other used, waste or irrigation water, unless such are specifically approved and agreed to by: 1) the Association, 2) the entity supplying supplemental or extended season water, and 3) the New York Irrigation District. The Owner of any cross connects shall have full liability and responsibility for any losses, injuries or damages caused by or related to that cross connection. District or Declarant or the entity supplying the potable water (or their designated agents) shall have the right at any time to go onto any Lot or parcel of the property covered by this Agreement and remove any unapproved cross connections and an easement is specifically granted therefore. The cost of removal of any unapproved cross connects shall be paid by the Owner of the Lot where the cross connect was located within 10 days of billing.

4.27.7 Water Unreliable: The area of the country where this subdivision is located is desert. Irrigation water is not always reliable and the water is not unlimited. Irrigation water may not be available due to drought, harsh

weather conditions, government actions, system breakdowns, transmission failures, overuse by Lot Owners or any other causes. [As one example; in 1977, a drought year, some irrigation ditches ceased carrying any water in July of that year.]

4.27.8 Rotation: No Lot in Moonridge Subdivision or any Lots annexed into the subdivision shall have any right to, or assurance of, a continuous or unlimited supply of irrigation water from the PUIS. Nor is any Lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the Lot. Each Lot shall be subject to, and each Lot Owner by accepting a deed to a Lot in this subdivisions agrees to be bound by and to comply with, any rules or regulations for the use and rotation of irrigation water between the Lots as set out by the Association or by District. The Board or District may establish a water rotation schedule for all Lots and common areas in this Subdivision and general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use irrigation water.

4.27.9 No Liability: Neither the District nor the Declarant shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of or shortage of irrigation water. Each Owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each Lot Owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, District and Declarant, their agents, employees, officers and shareholders for any loss or damage relating in any respect to the water, or the supply of water. Each Lot Owner and occupant agrees, during times of shortage or lack of water, to use their own domestic water supply.

4.27.10 Extended Season Water: Extended season irrigation water (water which may be provided before or after the normal irrigation season or to supplement the irrigation water) may, if available or provided for, be provided to the subdivision by the City of Boise and/or United Water. No Lot shall have any right to extended season water, and neither Declarant, District or the Association shall have any obligation to provide extended season or supplemental water. Any facilities needed by the City of Boise, United Water, District or Association for this extended season water shall be considered to be part of the PUIS and shall be governed by this Agreement. All costs of extended season or supplemental water

(if there is any such water) shall be included as a cost of operation of the PUIS and shall be assessed to the Lots in the subdivision as all other costs are assessed. Extended season water may, or may not, be provided to the subdivision.

4.28 Lot Grading and Drainage Requirements. Each Lot Owner shall grade and maintain their individual Lot to prevent the runoff of storm water onto adjacent Owner's Lots. All Lots are to be graded at the time of building so that the side and rear yards drain sufficiently away from the foundation with a proper slope so that drainage is directed towards the side and rear Lot lines in accordance with all local building code requirements.

4.29 Sewer Monthly Charges. Each Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

4.30 Sewer Inspection. Each Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

4.31 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an Owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

4.32 Annexation to City of Boise. The recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision to the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation.

4.33 Street Lights. Any street lights installed by Declarant shall be maintained and operated by the Association as a common area expense until such time as the City of Boise or other governmental agency takes over the maintenance and operation thereof. Maintenance and operation shall include all repairs and costs of power.

4.34 Laws; Ordinances. These CC&R's are subject to all rules, regulations, laws and ordinances of all applicable governmental bodies. In the event a governmental rule, regulation, law or ordinance would render a part of these CC&R's unlawful, then in such event that portion shall be deemed to be amended to comply with the applicable rule, regulation, law or ordinance.

4.35 Water Detention Swale Areas; Maintenance; ACHD Easement;. Special Covenants for Lot 1 Block 1; Lot 1 Block 3; and Lot 4 Block 7. These three Common Area Lots have special circumstances which require special covenants and restrictions. These are as follows:

4.35.1 ACHD Storm Water and Drainage Easement. These three lots are Common Area Lots to be owned by the Association and maintained as set out herein. ACHD is hereby granted a perpetual blanket storm water, drainage, overflow, and drainage/retention easement over these Common Area Lots. This easement shall be for access, to retain water, and to construct, install, maintain and replace the storm water and drainage system. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities.

4.35.2 Drainage Easement Area Restrictions. The Association shall maintain a grass lawn in the easement areas and shall keep the lawn mowed and the area free of trash and debris. No permanent buildings, fences, trees, or structures shall be placed in the floor of any water retention swale areas. Playground equipment, and benches and the like may be placed in the water retention areas; provided, however, that if ACHD has to remove or displace any of these items in the swale areas for any maintenance, ACHD shall have no liability for such removal or displacement and shall have no responsibility to repair or replace any items that are disturbed by ACHD in the ACHD easement areas. Landscaping, shrubs, grass and trees may be planted on the slopes of any water retention swale area, and any non-swale area, providing such do not interfere with ACHD's easements or interfere with the drainage/retention system.

4.35.3 "Heavy" Maintenance of Drainage/ Retention Area. Heavy maintenance consists of periodically inspecting the retention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

4.35.4 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as follows: A) Inspection. Association shall inspect the drain system at least monthly. This inspection shall include checking the banks of the retention area for water spots and/or erosion. If found, Association shall have repaired by licensed earthwork contractor. Association shall also inspect the bottom of all retention areas and if clogged with sediment to notify ACHD so heavy maintenance can be performed; B) Lawn and Landscape Maintenance. All grass areas and landscaping shall be watered and fertilized, mowed weekly, and aerated periodically to keep healthy and to help drainage; C) Irrigation. Irrigation shall be applied that will keep the landscaping healthy but not too heavy to interfere with the operation of the retention and drainage purposes. Over watering will deteriorate the drainage abilities of the retention areas; D) Trash. Association shall keep all trash out of the easement areas.

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

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

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

4.36 Micro-Path Lots and Easement Areas: Lot 7, Block 1; Lot 16, Block 3; and Lot 3, Block 5 in Moonridge Subdivision No. 1 are Common Area Lots created for the purpose of maintaining a Micro-Path easement with a landscaping area.

[Note: Lot 16, Block 3 shall initially be the location of an emergency vehicle access road. Only after this Subdivision is fully developed can the Association turn this Common Area Lot into a Micro-Path Lot as set out in this section. This Lot shall also be subject to a Boise City sanitary sewer easement.]

The easement area on each Micro-Path Lot shall be landscaped as approved by the City of Boise and shall contain a paved Micro-Path the entire length of the easement area as approved by the City of Boise. Each Lot and easement area shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all Lots in Moonridge Subdivisions. These Lots shall be owned and maintained by the Association and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. These Micro-Path easements and the maintenance responsibilities relating thereto shall not be dissolved without the express written permission of the City of Boise.

4.36.1 No Liability. Each Lot Owner by accepting a deed to a Lot in this Subdivision and each occupant by occupying a Lot, and each user of the Micro-Path by using the Micro-Path, specifically agrees that the Declarant, its agents, officers, employees and shareholders shall have no liability of any kind whatsoever relating in any way to the use of the Micro-Path including, but not limited to, any accidents or bodily injuries which result from the use of the Micro-Path, and all claims relating thereto are specifically waived and released. Nor shall the Association, its officers, agents, or employees have any such liability. All Lot Owners, occupants and users of the Micro-Path specifically assume the risk and waive any and all claims relating to the use of this Micro-Path.

ARTICLE 5: MOONRIDGE NEIGHBORHOOD ASSOCIATION, INC.

5.1 Organization of Moonridge Neighborhood Association, Inc. Moonridge Neighborhood Association, Inc. (the "Association") shall be initially organized by Grantor as an Idaho non-profit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws (attached hereto as Exhibit B) and this Declaration. Neither the Articles nor the

Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner of a Lot subject to assessment, (including contract sellers), by virtue of being an Owner, and for so long as such Ownership is maintained, shall be a Member of the Association. The memberships in the Association shall not be transferred, pledged, assigned or alienated except upon the transfer of Owner's title the transferee of such title. Any 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 (including Grantor) 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 owned. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the vote attributable to the Building Lot. One Lot, one vote. For voting purposes, the Association shall have two (2) classes of Members:

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

5.3.2 Class B Member. The Grantor shall be the Class B Member, and shall be entitled to three (3) votes for each Building Lot owned by Grantor. The Class B Member shall cease to be a voting Member in the Association on the happening of either of the following events, whichever occurs first: (a) when all of the Building Lots have been sold to Owners other than Grantor; or, (b) on December 31, 2005.

5.3.3 No Fractional Votes or Severance from Land. Fractional votes are not allowed. If joint Owners cannot agree how their vote will be cast, they lose their right to vote on the matter being put to a vote. A vote cast will be conclusive for all purposes that the Owner had authority and consent of all joint Owners. Votes may not be severed from the Building Lot. However, an Owner may give a revocable proxy, or assign the 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 a Building Lot to a new Owner automatically transfers the voting right to the new Owner.

5.4 Board of Directors and Officers. The affairs of the Association shall be managed by a Board of Directors ("Board") and such officers or agents as the Board may elect or appoint as provided in the Bylaws. The Board shall be elected in accordance with the Bylaws.

5.5 Power and Duties of the Association. The Association shall have all the powers of a corporation organized under the laws of the State of Idaho subject only to the limitations set forth in the Articles, Bylaws, and this Declaration. The Association shall have the power to appoint representatives and the power to perform all acts which may be necessary or incidental to discharge it's duties and responsibilities and to manage and operate the Association's Common Areas and assets. The Association's powers include, but are not limited to, the following:

5.5.1 Assessments. The power to levy Assessments on any Class A Owner as set out herein and to force payment as provided in this Declaration.

5.5.2 Enforcement. The power and authority in its own name, or on behalf of any Owner who consents, to file and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Articles or the Bylaws; and to file and maintain any action to enforce the terms thereof.

5.5.3 Emergency Powers. The power to enter upon any property (but not inside any building) in any emergency where there is potential danger to life or property or when necessary to protect or maintain Improvements for which the Association is responsible. The Association may also enter upon any property to prevent the waste of irrigation water. Such entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the Association shall be repaired by the Association.

5.5.4 Licenses, Easements and Rights-of-Way; Cooperative Agreements. The Association shall have the power to enter into any cooperative or license agreements regarding water or irrigation systems. The Association shall have the power to grant and convey to any third party licenses, easements and rights-of-way in, on or under the Common Area or in any easement areas of any Lots as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Property and Common Area, and for the preservation of the health, safety, convenience and welfare of the Owners. The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years from the date of recording of these CC&R's.

5.6. Duties of the Association. In addition to duties necessary and proper to carry out the powers delegated to the Association by this Declaration, the Articles and Bylaws, the Association shall have the authority to perform, without limitation, each of the following duties:

5.6.1 Operation and Maintenance. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, and, at the discretion of the Board, provide for: a) the cleaning and sweeping of the streets in the subdivision to keep construction mud and debris to a minimum; b) mowing the vacant Lots and maintaining right of way areas in or adjacent to the subdivision to keep the subdivision as a whole as aesthetically pleasing as possible.

5.6.2 Taxes and Assessments. Pay all real and personal property taxes and assessments including but not limited to water costs separately levied against the Common Area or against the Association and/or any other property in this Subdivision owned or managed by the Association. Taxes, assessments and water costs may be contested or compromised by the Association and the costs are a common area expense. The Association shall pay any applicable federal, state or local taxes levied against the Association.

5.6.3 Water and Other Utilities. Acquire, provide and pay for water, utilities, maintenance, operations costs, and other necessary services for the Common Areas or any pressurized urban irrigation system.

5.6.4 Insurance. Acquire insurance coverage as the Board deems necessary or advisable, from insurance companies authorized to do business in the State of Idaho, and maintain any insurance policies including, but not limited to the following: (1) Comprehensive public liability insurance insuring the Board, the Association, the Grantor and/or the individual grantees and agents and employees of each against any liability incident to the Ownership and/or use of the Common Area; (2) Directors' and officers' liability insurance; (3) Motor vehicle insurance and Workmen's Compensation insurance; (4) Performance, fidelity and other bonds the Board deems necessary 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 Association funds or other property. 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 the Owner's interests in such proceeds. All proceeds shall be used for Association purposes. Insurance premiums for the above insurance coverage shall be a common expense to be included in the Regular Assessments levied by the Association.

5.6.5 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 this Declaration, the Articles or the Bylaws.

5.7 No Liability. No Board member, committee member, Association officer, Grantor or its officers, directors or shareholders (collectively herein "Grantor") shall be personally liable to any Owner, or 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 that person provided that the person has acted in good faith and without gross, willful or intentional misconduct.

5.8. Budgets; Operating Statement; Balance Sheet; Inspection. Within sixty (60) days after the close of each calendar year, the Association shall cause to be prepared and shall make available for inspection by any Owner; (1) a balance sheet as of the last day of the Association's calendar year; (2) an annual operating statement reflecting the income and expenditures of the Association for its last calendar year; and (3) a proposed budget and schedule of Assessments for the current year. Notice of scheduled Assessments due shall be given at least once a year.

5.9 Meetings of Association; Notice of Meeting and Assessments. Each year the Association shall hold at least one annual meeting of the Members on April 30, or some other date set by the board between April 15 and May 31. If any meeting date falls on a weekend or holiday then the meeting shall be on the next following business day. Notice of such meeting shall be given at least 10 and no more than 30 days prior to the meeting and such notice may include notice of the Assessments scheduled due for the coming year. Only Members or their proxies shall be entitled to attend Association meetings. All other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, at the address for the Lot in the subdivision or the address supplied in writing to the Association. This notice 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 of the Class B Member (or representative) where there is such a Member, and of Class A Members representing Owners holding at least ten percent (10%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to another time not more than thirty (30) days from the time the original meeting was scheduled. If the rescheduled meeting is more than 30 days then additional

notice of the next meeting shall be given. At any subsequent meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE 6: ARCHITECTURAL CONTROL

No building, structure, fence, wall, hedge, landscaping, painting, obstruction, berm, driveway, or Improvement shall be placed on, under, over or across any part of Moonridge Subdivision unless a written request (given to one of the Board of Directors of the Association or a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, has been approved, in writing, by a member of the Board or any person designated by the Board. The initial Board is as follows: Daniel A. Wood and Dixie L. Wood.

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

ARTICLE 7: RIGHTS TO COMMON AREAS

7.1 Use of Common Area. Every Owner shall have the equal right to enjoy the use of those Common Areas or common facilities which are designed and built for such use. The Association may make reasonable rules governing use of the Common Areas and facilities. All common areas and facilities shall be owned by the Association. The Association shall have the power to suspend the use of all common areas to Members who are in arrears for non-payment of Assessments. However the Association may not suspend street or sidewalk access to a members Lot or home. The Association may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes agreed to by the Members. No dedication, mortgage or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer is signed by the Grantor (if Grantor still owns any of the Building Lots), and two-thirds (2/3) of the Class A Members. Transfer must also be approved by any local government having jurisdiction over the transfer. Said transfer shall become effective when the instrument is recorded. In the event that an Owner's access to his Lot is over any Common Area, then any transfer of that Common Area shall be subject to an easement for the access of the Owner.

7.2 Damages. Any Owner shall be liable for damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, the Owner's tenant, or the Owner's family, guests, agents, contractors or invitees. In the case of joint Ownership the liability of such Owners shall be joint

and several. The cost of correcting the damage shall be treated as a Limited Assessment against the Owner and Building Lot and may be collected as provided herein. No Owner shall be liable for any amounts greater than is legally allowable under Idaho law.

ARTICLE 8: ASSESSMENTS

8.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Moonridge Subdivision, each Class A Owner hereby covenants and agrees to pay, when due, all Assessments or charges made by the Association pursuant to this Declaration. In the event this subdivision is developed in phases, the Lots in uncompleted phases shall not be assessed until they become Class A Owner's Lots. Declarant shall not pay any Assessments for Lots owned by Declarant. No Mortgagee shall be required to collect any assessments.

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

8.1.2 Assessment Personal Obligation. Each Assessment obligation set out herein which accrues during the time of Ownership shall also be the personal obligation of the Owner beginning the time the Assessment falls due. This personal obligation for Assessments shall remain Owner's personal obligation regardless of whether he remains an Owner. Notwithstanding anything contained herein, the failure to pay assessments does not constitute a default on an Owner's federally insured mortgage.

8.2 Regular Assessments. All Class A Owners are obligated to pay Regular Assessments to the Association on a schedule of payments established by the Board.

8.2.1 Initial Regular Assessment: The initial Regular Assessment for the year is to be one hundred and fifty (\$150) per calendar year per Lot. This initial assessment is due upon sale of a Lot from Grantor and shall be prorated on a calendar year basis based on the date of closing and shall be paid to the Association by the Buyer upon closing of the first transfer of the Lot from the Declarant to the Buyer.

8.2.2 Regular Assessments. The proceeds from Regular (and other) Assessments are to be used to pay for all costs and expenses incurred by the Association, including but not limited to; (1) legal, accounting, management, and

professional fees; (2) the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Area and common facilities; (3) an amount allocated to an adequate reserve fund, established by the Board, for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained.

8.2.3 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual calendar basis and shall Assess each Class A Owner's Lot equally for all Assessments (except the Limited Assessments which are on a Lot by Lot basis). Regular Assessments for the calendar year shall be pro-rated as of the date of closing.

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

8.3 Special Assessments.

8.3.1 Transfer Special Assessment. Upon each transfer of any Lot in the subdivision and the recording of the deed each Buyer at closing shall pay to the Association a special transfer assessment of Fifty (\$50.00) Dollars which shall be used for general Association purposes.

8.3.2 Start-up Assessment: Upon the first sale of each building Lot in this subdivision from the Declarant, the Buyer shall pay to the Association at closing an initial Association Start-up fee equal to one hundred and fifty (\$150) Dollars to be used for general Association purposes. This fee shall be a one time initial start-up fee, and shall not be prorated for any time left in the calendar year. This start-up fee assessment shall be paid in full regardless of the time of year of the closing but shall only be paid once per Lot.

8.3.3 Special Short Fall Assessments. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be short to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees

and/or litigation costs, other professional fees, the Board shall determine the approximate amount necessary to defray such expenses and levy an Excess or Special Assessment equally to all Class A Owners. No such Assessment shall be levied which exceeds thirty-five percent (35%) of the budgeted expenses of the Association for that calendar year, without the vote or written assent of 2/3 of the Class A Owners. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

8.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against a Building Lot and the Owner thereof personally as a remedy to reimburse the Association for costs (together with the 10% management fee, interest and attorneys fees as provided in Article 9 below) incurred in bringing the Owner and/or such Owner's Building Lot into compliance with the provisions of these CC&R's.

8.5 Notice and Assessment Due Date. Except for the Special Transfer Assessment, the Start-up Assessment and initial prorated Regular Assessment, written notice of all other assessments shall be given to the Owner at the property address in the property covered by this Declaration or to such other address as the Owner supplies in writing to the Board. Such notice shall set out the amounts due and the date(s) due. Each installment of Assessments shall become delinquent if not paid within ten (10) days after the levy and notice thereof. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein.

8.6 Late Fees; Interest on Past Due Assessments: Assessments of any kind which are not paid within thirty (30) days of the due date shall be assessed an additional late charge of \$100.00. In addition, interest shall be paid on the unpaid assessment at the highest rate allowed by law.

8.7 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or Mortgagee of the Owner's Building Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

ARTICLE 9: ENFORCEMENT OF COVENANTS AND ASSESSMENTS; LIENS

9.1 Right to Enforce; Attorneys Fees. The Association has the right to enforce these covenants and to collect and enforce its Assessments. Each Owner of a Building Lot, by accepting a deed to a Building Lot, covenants and agrees to comply with the terms, covenants, conditions and restrictions contained herein and to pay each Assessment provided for in this Declaration and agrees to the enforcement of all covenants and Assessments in the manner herein specified and/or by law. In the event an attorney or attorneys are employed for the enforcement of any covenants or the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy against such Owner. The Board or its authorized representative may enforce these covenants or the obligations of the Owner hereunder by: **(1)** direct corrective action against the Owner or the offending violation; **(2)** litigation at law or in equity; **(3)** foreclosure of the liens created herein; **(4)** expenditure of funds to remedy any violations; and/or **(5)** any other lawful action.

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

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

9.2 Assessment Liens. There is hereby created a lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot together with other charges as provided in this Declaration. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recording of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recording of the claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

9.2.1 Claim of Lien. Upon default of any Owner in the payment of any Assessment, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording), a sufficient legal description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner (or reputed Owner) thereof. Each default shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all Assessments and all other charges of any kind set out in this Declaration or other satisfaction thereof, the Association shall cause to be recorded a notice releasing the lien. The Association may demand and receive the cost of preparing and recording such release before recording the same.

9.3 Method of Foreclosure. The lien may be foreclosed like a mortgage; ; foreclosed by power of sale; foreclosed pursuant to Idaho Code 45-507; or foreclosed by any other appropriate action in court. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails. Any sale shall be conducted in accordance with Idaho law applicable to the exercise of powers of sale. The Board is 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 to the extent allowed by law.

9.4 Action at Law. The Association may, in its discretion, elect not to foreclose the lien and simply file an action at law against the Owner for the monies due. The Owner shall pay all of the Association's attorneys fees and costs of the action if the Association prevails.

9.5 Required Notice. Any claim of lien shall be recorded with the County Recorder. In the event that the Association elects to file a lien and foreclose

pursuant to Idaho Code 45-507 then the Association shall serve the copy of the recorded lien on the Owner within 24 hours of the recording of the lien as required by 45-507. No foreclosure action may be brought to foreclose the 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 the claim of lien, and to the person in possession of such Building Lot(s). No prior notice to the Owner is required for the Association to file an action at law for the monies due; provided, however, that no action at law can be filed until an Assessment is more than 60 days in default.

9.6 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein shall be subordinate to the lien of any 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 recording of a claim of lien for the Assessments. The transfer of any Lot pursuant to a foreclosure of a first deed of trust or mortgage shall extinguish the lien of the Assessments which came due before the foreclosure. Otherwise, the sale or transfer of any Building Lot shall not affect any liens or lien rights that Association has in this Declaration. Nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for Assessments.

9.7 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 recording 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. Any Mortgagee requesting in writing shall be given notice of any default in the payment of Assessments for the Lot the subject of the mortgage.

ARTICLE 10: EASEMENTS

10.1 Easements of Access. Grantor expressly reserves for the benefit of all the Property and Owners reciprocal easements of access, ingress and egress to and from their respective Building Lots. These reserved easements are for; (1) installation and repair of utility services in the easement areas identified on the plat; (2) drainage of water (by buried pipe and not by flooding) across and under adjacent Building Lots and Common Areas in the drainage easement areas shown on the plat; (3) reasonable and necessary access by adjacent Owners for the maintenance and repair of fencing, retaining walls, lighting facilities, mailboxes,

sidewalk abutments, trees, landscaping and the like. Such easements may also be used as necessary by Grantor and the Association.

10.2 Utility Easements. This Declaration is subject to all easements granted by Grantor before or after this Declaration for the installation and maintenance of utilities, drainage facilities, sewer, water, irrigation systems and the like that are required for the development of the Property. Grantor reserves, for the benefit of the Association, the right to grant additional easements and rights-of-way over the Property to utility companies and public agencies as necessary or expedient for the proper development of the Property.

10.2.1 Improvement of Drainage and Utility Easement Areas. No permanent structures or Improvements shall be constructed on any drainage or utility easement areas which would interfere with or prevent the easement from being used for its intended purpose. Landscaping and fences in these easement areas are permitted in this Declaration if they do not interfere with the use of the easement.

ARTICLE 11: MISCELLANEOUS

11.1 Term. The easements granted in this Declaration shall be perpetual. These CC&R's shall run with the land, and remain in effect, until December 31, 2025, unless amended as provided. After December 31, 2025, these CC&R's shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated by a recorded instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association. The Association shall not be dissolved without the prior written approval of the City of Meridian.

11.2 Amendment By Grantor. Until the recording of the first deed to a Building Lot, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to or terminated by Grantor alone by recording a written instrument setting forth such amendment or termination.

11.3 Amendment By Owners. Any amendment to this Declaration, 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, representing two thirds (2/3) or more of the votes in the Association. Any amendment shall be effective upon recording with the County Recorder of such amendment.

11.4 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on all Owners and all Property, notwithstanding that some Owners may not have voted for or consented to such amendment. Amendments may add to and increase the covenants, conditions, restrictions and easements applicable to the Property but no amendment shall prohibit or unreasonably interfere with the allowed uses of any Owner's property which existed prior to the said amendment.

11.5 Annexation of Additional Area. Declarant shall have the right to annex and include additional and similar areas owned by Declarant into these Declarations and to make these additional areas or subsequent phases of this subdivision subject to the jurisdiction of these CC&R's and the Association. Declarant may annex these additional areas by recording a "Declaration of Annexation" with the County Recorder describing the additional property to be annexed and referring to these Declarations and specifically stating in the notice any other or modified or additional restrictions that apply to the additional lands. Upon recording of the Notice of Annexation, these CC&R's shall apply to the additional lands (as added to or modified by the Declaration of Annexation) as if the additional land were originally covered by this Declaration. Thereafter, the rights, privileges, duties and liabilities of all parties with respect to the additional lands and the lands described in this Declaration will be governed by these Declarations and the Declaration of Annexation as if all had been done together originally. The Association shall manage all the lands together.

11.6 Mortgage Protection. No amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust made in good faith and for value, and recorded prior to the recording of such amendment, provided that after foreclosure of any first deed of trust such Building Lot shall remain subject to this Declaration, as amended.

11.7 Notices. Any notices required by these CC&R's shall be in writing and may be delivered either personally, by mail, or by overnight courier. Delivery shall be complete when served personally, posted prepaid at the Post Office or delivered prepaid to the overnight courier. Notices shall be sent to Owners at the address of the property or if the Owner has given a different address to the Association in writing then notices shall be given to that address. Such address may be changed from time to time by notice in writing to the Association. Notices to the Grantor and to the Association shall be given to that address of Grantor on Page One until Owners are given notice in writing of another address for notice.

11.8 Enforcement and Non-Waiver. These CC&R's may be enforced by Declarant, the Board, the Association or any Owner. Failure to enforce any of the terms of this Declaration at any time shall not be a waiver of the right to do so thereafter. Nothing contained herein shall be construed as an obligation of the Declarant, Board, or Moonridge Neighborhood Association to enforce any of these CC&R's. Neither Declarant, Board nor Moonridge Neighborhood Association shall have any liability of any kind to any person or Lot Owner for failing to enforce any of these CC&R's.

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

DATED THIS 3rd day of December, 1999.

Moonridge Development, LLC

By *Daniel A. Wood*

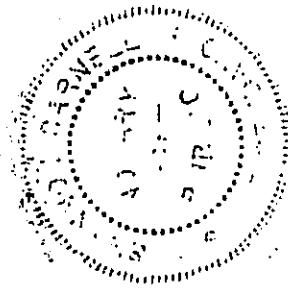
Daniel A. Wood

Title: Managing Member

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

On this ___ day of December, 1999, before me, a notary public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Managing Member of Moonridge Development, LLC the limited liability company that executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



Shannon Carnell

Notary Public for Idaho

Residing in Boise, Idaho

My Commission Expires: 12-1-01

Project: 11538
Date: April 19, 1999

MOONRIDGE SUBDIVISION NO. 1
A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
BOISE, ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lots 3 and 4 of Section 1, T.2N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the Northwest corner of said Section 1, said point being the TRUE POINT OF BEGINNING;

thence South 89°41'05" East, 1,142.66 feet along the Northerly boundary of said Section 1 to an iron pin, from which a brass cap monumenting the Northeast corner of Government Lot 3 of said Section 1 bears South 89°41'05" East, 1,519.46 feet;

thence leaving said Northerly boundary South 00°18'55" West, 107.91 feet to an iron pin;

thence South 72°50'33" East 204.71 feet to an iron pin;

thence South 13°01'14" East 175.38 feet to an iron pin;

thence North 75°53'52" East 173.17 feet to an iron pin;

thence South 49°15'04" East 362.71 feet to an iron pin;

thence South 50°55'05" East 68.64 feet to an iron pin;

thence South 55°23'49" East 68.42 feet to an iron pin;

thence South 59°54'53" East 68.42 feet to an iron pin;

thence South 64°25'57" East 68.42 feet to an iron pin;

thence South 68°57'01" East 68.42 feet to an iron pin;

thence South 73°29'04" East 65.05 feet to an iron pin;

thence South 78°02'30" East 79.99 feet to an iron pin;

thence South 82°51'32" East 62.77 feet to an iron pin;

thence South 05°04'08" West 100.00 feet to an iron pin;

thence South 18°28'26" West 51.33 feet to an iron pin;

thence South 05°44'19" West 100.00 feet to an iron pin;

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thence North 82°24'46" West 72.12 feet to an iron pin;
thence North 79°03'50" West 78.76 feet to an iron pin;
thence North 74°36'58" West 21.98 feet to an iron pin;
thence North 73°14'41" West 78.74 feet to an iron pin;
thence North 69°29'26" West 73.24 feet to an iron pin;
thence North 65°44'11" West 73.24 feet to an iron pin;
thence North 61°58'56" West 73.24 feet to an iron pin;
thence North 58°13'41" West 73.24 feet to an iron pin;
thence North 54°15'19" West 28.61 feet to an iron pin;
thence South 28°36'16" West 107.87 feet to an iron pin;
thence South 30°41'57" West 50.03 feet to an iron pin;
thence South 28°36'16" West 100.00 feet to an iron pin;
thence North 70°09'26" West 64.76 feet to a point;
thence North 52°48'17" West 84.93 feet to an iron pin;
thence North 51°35'18" West 84.39 feet to an iron pin;
thence North 28°59'47" West 51.86 feet to an iron pin;
thence North 44°23'17" West 99.33 feet to an iron pin;
thence North 80°08'01" West 135.63 feet to an iron pin;
thence North 53°47'37" West 109.78 feet to an iron pin;
thence North 44°23'17" West 226.07 feet to an iron pin;
thence North 89°30'30" West 20.30 feet to an iron pin;
thence South 00°29'30" West 98.17 feet to an iron pin;
thence North 89°30'30" West 134.91 feet to an iron pin;

thence South 35°58'47" West 4.81 feet to an iron pin;

thence South 00°14'59" West 23.36 feet to an iron pin;

thence South 61°33'49" West 50.57 feet to an iron pin on a non-tangent curve left;

thence Northwesterly along said curve left 88.40 feet to an iron pin, said curve having a central angle of 50°38'54", a radius of 100.00 feet, tangents of 47.32 feet, and a long chord of 85.55 feet bearing North 64°21'38" West to a point of tangency;

thence North 89°41'05" West 15.83 feet to an iron pin;

thence North 00°29'08" East 596.00 feet to an iron pin, said pin being 48.00 feet Southerly of the Northerly boundary of said Section 1;

thence North 89°41'05" West 597.61 feet, parallel with said Northerly boundary, to an iron pin at a point of curve left;

thence along said curve left 31.35 feet to an iron pin, said curve having a central angle of 89°48'40", a radius of 20.00 feet, tangents of 19.93 feet, a long chord of 28.24 feet bearing South 45°24'35" West to a point of non-tangency;

thence North 89°29'45" West 48.00 feet to an iron pin on the Westerly boundary of said Section 1, also said boundary being the centerline of South Maple Grove Road;

thence North 00°30'15" East 67.78 feet along said Westerly boundary and center line to the TRUE POINT OF BEGINNING.

Containing 19.41 acres, more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.

GAL:lhc
f:\projects\11538\descriptions\boundary.doc

Gary A. Lee, P.E./L.S.

**BY-LAWS
OF
MOONRIDGE NEIGHBORHOOD ASSOCIATION, INC.**

ARTICLE 1. GENERAL PLAN OF OWNERSHIP

1.1 Name. The name of the corporation is Moonridge Neighborhood Association, Inc. (hereinafter "Association"). The principal office of the Association shall be located at 13141 W. Bluebonnet Court, Boise, Idaho 83713.

1.2 By-laws Applicability. The provisions of these By-laws are applicable to Moonridge Subdivision.

1.3 Personal Application. All present and future Owners and their tenants, employees, and any other person that might use the facilities owned and/or managed by the Association are subject to these By-laws.

ARTICLE 2 VOTING, MAJORITY, QUORUM, PROXIES

2.1 Voting. Except for the Class B Membership provided for in the Covenants Conditions and Restrictions (hereinafter referred to as "CC&R's" or "Declaration"), and except as may be otherwise provided in the CC&R's, each Member shall be entitled to one vote for each Building Lot owned by such Member. One lot one vote for Class A Members

2.2 Majority. "Majority" shall mean votes of the Members representing fifty-one percent (51%) of the voting power in the Association counting all Class A and Class B votes together.

2.3 Quorum. The presence in person or by proxy of the Class B Member, and the presence in person or by proxy of the Class A Members holding at least ten percent (10%) of the total Class A votes entitled to be cast shall constitute a quorum. The Members present at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed at the meeting and are good for 11 months or until canceled by the member giving the proxy.

ARTICLE 3 ADMINISTRATION

3.1 Duties. The Association shall have the duties set out in the CC&R's" for Moonridge Subdivision.

3.2 Meetings. Meetings of the Association shall be held on the Property or close to the Property, and shall be conducted in accordance with Robert's Rules of Order.

3.3 Annual Meetings. Annual meetings of the members shall be held on April 30 of each year, unless a different date between April 15 and May 31 is selected by the Board. (If a weekend or holiday then the next business day.) At each annual meeting, Members shall elect a Board of Directors (the "Board") to act until the next annual meeting. The Members may also transact such other business as may properly come before them.

3.4 Special Meetings. It shall be the duty of the President to call a special meeting as directed by the Board, or upon a petition signed by Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership. The notice of all regular and special meetings shall be given as provided in Section 3.5 of these By-laws, and shall state the nature of the business to be undertaken.

3.5 Notice of Meetings. Notice shall be given to all Members at the address of the lot in the subdivision or to such address as provided in writing to the Association.

3.6 Order of Business. The order of business at all meetings shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) election of Directors; (g) unfinished business; and (h) new business. Meetings shall be conducted by the officers of the Association in order of their priority.

3.7 Adjourned Meetings. If any meeting of the Corporation cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, 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 called, at which meeting the quorum requirement shall be the presence in person or by proxy of the Members holding at least then percent (10%) of the total votes entitled to be cast at such meeting. Such adjourned meetings may

be held without notice thereof as provided in this Article 3, except that notices shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

3.8 Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

3.9 Consent of Absentees. The transactions of any meeting of the Corporation, either annual or special, however called and noticed, shall be as valid as though transacted at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if either before or after the meeting each of the Members not present in person or by proxy signed a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made party of the minutes of the meeting.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed and managed by the Board composed of at least three (3) but not more than five (5) persons, who need not be Members of the Association. Directors shall not receive any salary or other compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association in some other capacity and receiving compensation therefor, or to receive reimbursement for out of pocket costs incurred in carrying out duties. At any meeting of the Members, a majority may vote for an increase or decrease of the number of Directors between 3 and 5 for the next term of office.

4.2 Powers and Duties. The Board has all powers and duties necessary for the administration of the affairs of the Association, and the powers set forth in the CC&R's.

4.3 Special Powers and Duties. In addition to the general powers the such powers and duties as set forth in the CC&R's, the Board is vested with, and responsible for the following powers and duties:

(a) To select, appoint and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them; to fix their compensation; and, to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce rules and regulations as the Board may deem advisable.

(c) To change the principal office of the Association from one location to another within the county; to designate the place meetings.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to execute any necessary documents relating thereto.

(e) To fix, levy and determine the due dates of all Assessments as provided in the CC&R's. Should any Owner fail to pay such Assessments before delinquency, the Board in its discretion, is authorized to enforce the payment of such delinquent Assessments as provided in the CC&R's.

(f) To enforce the provisions of the CC&R's or other agreements of the Association.

(g) To contract for and pay for insurance, insuring the Owners, the Association, the Board and/or other interested parties, in accordance with the provisions of the CC&R's as deemed advisable by the Board.

(h) To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the pressurized irrigation system, all Common Area, if any, and to contract for and pay the expenses relating thereto.

(i) To grant easements or licenses as provided in the CC&R's.

4.4 Management and Other Agents. The Board may contract or employ for the Association a management agent ("Manager") or other Agents at a compensation established by the Board to perform such duties and services as the Board shall authorize.

4.5 Nomination, Election and Term of Office. Nomination for election to the Board may be made by a nomination committee and/or made from the floor

at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more members of the Association. The nominating committee may be appointed by the Board prior to each annual meeting. The nomination committee shall make as many nominations for election to the Board as it shall in its discretion determine.

At the first annual meeting, and thereafter at each annual meeting, Directors shall be elected by secret written ballot by a Majority present at such meeting. Cumulative voting is not permitted. The term of the Directors shall be for one (1) year. In the event that an annual meeting is not held, or the Directors are not elected, the Directors shall hold office until a successor has been elected (at a special meeting if necessary) or until death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a Director may be re-elected, and there shall be no limitation on the number of terms during which a Director may serve.

4.6 Books, Financial Statements and Audit. The Board shall cause to be maintained a full set of books and records showing the financial condition and the affairs of the Association in a manner consistent with generally accepted accounting principles. An annual operating statement shall be made available to each Member as set out in the CC&R's, and to first mortgagees who have in writing so requested.

4.7 Vacancies. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting, or at a special meeting called for that purpose.

4.8 Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of all cast votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. If any or all of the Directors are so removed, new Directors may be elected at the same meeting.

4.9 Board Meetings. The Board shall meet at such times and places as it shall reasonably determine provided a majority is present. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or fax at least three (3) days prior to the day named for such

meetings.

4.10 Special Meetings. Special meetings of the Board may be called by the President, or, if the President is absent or refuses to act, by the Vice President, or by any two (2) Directors. Whenever any Director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive.

4.12 Waiver of Notice. Before or at any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be waiver of notice by that Director. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.13 Quorum. A majority of the Directors shall constitute a quorum and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board.

4.14 Action Without Meeting. The Directors shall have the right to take any action in the absence of a meeting by obtaining written consent of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

4.15 Committees. The Board may designate such committees as the Board shall desire, and establish the purposes and powers of each such committee created.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board. One person may hold two or more offices, except those offices of President and Secretary.

5.2 Election of Officers. The officers of the Association shall be elected by the Board for one year terms.

5.3 Removal of Officers. Upon a vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any meeting of the Board. Any officer may resign by giving written notice

to the Board or to the President or Secretary of the Association.

5.4 Compensation. Officers, agents, and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such an officer, agent or employee. No officer, employee or Director of Grantor or any affiliate of Grantor may receive any compensation.

5.5. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5.6. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of the President of a nonprofit Association. The President shall, subject to the control of the Board, have general supervision, direction and control of the business of the Association.

5.7. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent, disabled or unable to act.

Section 5.8. Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Board and the minutes of all meetings of the Association at the principal office of the Association or such other place as the Board may order. The Secretary shall in general, perform all the duties incident to the office of Secretary. The Secretary shall give, or cause to be given, notices of meetings. The Secretary shall maintain a book of record Owners, and any person in possession of a Building Lot that is not an Owner(if known), listing the names and addresses as furnished to the Association.

5.9. Treasurer. The Treasurer shall have responsibility for the Association finances and shall be responsible for keeping, or causing to be kept, full and accurate accounts of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer shall disburse the funds of the

Association as may be ordered by the Board, in accordance with the CC&R's, shall render to the President and Directors upon request, an account of all transactions as Treasurer and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board or these By-laws.

ARTICLE 6. OBLIGATIONS OF OWNERS

6.1 Assessments. All Class A Owners are obligated to pay all Assessments set out in the CC&R's. Except as otherwise provided in the CC&R's (e.g. Limited Assessments against certain lots for violation of the CC&R's), the Assessments shall be made equally per Class A Owners Building Lot. All delinquent Assessments shall be enforced, collected or foreclosed in the manner provided in the CC&R's.

6.2 Maintenance and Repair. Every Owner must perform promptly, at the Owner's sole cost and expense, all maintenance and repair work on such Owner's Building Lot and improvements as required under the provisions of the CC&R's. Each Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Property owned or controlled by the Association which are damaged through the fault of the Owner.

ARTICLE 7. AMENDMENTS TO BY-LAWS

These By-laws may be amended at an annual meeting or at a special meeting for such purpose by a majority vote of a quorum present.

ARTICLE 8. MEANING OF TERMS

All terms in these By-laws have the same meanings as in the CC&R's.

ARTICLE 9. CONFLICTING PROVISIONS

In case any of these By-laws conflict with any provisions of the laws of the State of Idaho, such conflicting By-laws shall be null and void upon final court determination to such effect, but all other By-laws shall remain in full force and effect. In case of any conflict between the Articles of Incorporation and these By-laws the Articles shall control; and in the case of any conflict between the CC&R's and these By-laws, the CC&R's shall control.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

10.1 Certain Definitions. For the purposes of this Article, "agent" means any person who is or was a director, officer, employee or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the Association; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and costs and any expenses of establishing a right to indemnification under Section 10.3 or paragraph (c) of Section 10.4.

10.2 Indemnification. This Association shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of this Association to procure a judgment in its favor) by reasons of the fact that such persons is or was an agent of this Association, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such persons was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the persons reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal proceeding that the person had reasonable cause to believe that the person's conduct was unlawful. However, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such persons' duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall deem proper.

10.3 Expenses in Successful Defense. To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Section 10.2 or in defense of any claim, issue or

matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

10.4 Determination of Standard of Conduct. Except as provided in Section 10.3, any indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 10.2, as determined by:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding; or,

(b) Approval or ratification by the affirmative vote of a Majority entitled to vote represented at a duly held meeting at which a quorum is present or by the written consent of a Majority; or,

(c) The court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other persons rendering services in connection with the defense, determines that the agent is entitled to indemnification; or

(d) Independent legal counsel, engaged at the direction of a quorum of disinterested directors, gives a written opinion that indemnification is justified.

10.5 Advancing Expenses. Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount, if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article.

10.6 Extent and Limitations of Indemnifications. No indemnification or advance shall be made under this Article, except as provided in Section 10.3 or paragraph (c) of Section 10.4, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these By-laws, a resolution of the Board or Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

This Article shall create a right of indemnification for each agent referred to in this Article, whether or not the proceeding to which the indemnification relates arose in whole or in part prior to adoption of this Article; and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such agent's legal representatives. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

10.7 Liability Insurance. The Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

ARTICLE 11. MISCELLANEOUS

11.1 Checks, Drafts and Documents. All checks, drafts or other orders for payment or other evidences of indebtedness issued in the name of or payable to the Association shall be signed or endorsed by such persons, and in such manner as approved by the Board.

11.2 Execution of Documents. The Board may authorize any officer(s) or agent(s), to enter into any contract or execute any instrument in the name and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have the power or authority to bind the Association by any contract or engagement or to pledge the Association's credit or to render the Association liable for any purpose or in any amount.

11.3 Inspection of By-laws, Books and Records. The Association shall keep a copy of the Articles, the CC&R's and By-laws, as amended, and the books, records and papers of the Association in the Association's office. These shall be subject to inspection by any member during reasonable business hours. Copies will be provided at a reasonable cost and with advance notice.

11.4 Fiscal Year. The fiscal year of the Association shall be a calendar year.

11.5 Membership Book. The Association shall keep and maintain in the Association's office for the transaction of business a book containing the name and address of each Member. Termination or transfer of ownership of any Building Lot by an Owner shall be recorded in the books together with the date on which such ownership was transferred upon payment of any Transfer Assessment.

**DECLARATION OF SOLAR COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
MOONRIDGE SUBDIVISION**

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

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Ada, State of Idaho, legally described in Exhibit A attached to the Covenants, Conditions and Restrictions for Moonridge Subdivision of which these Solar Covenants are attached as Exhibit C.

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

Witnesseth

NOW, THEREFORE, in recognition of the economic and environmental benefits of solar energy use, Declarant desires to provide for the preservation of solar access in the subdivision and to that end desires to impose, in the form of covenants, conditions and restrictions running with the land, a general scheme of solar access protection upon the ownership, use and occupation of all lots therein which shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1: SOLAR ACCESS DEFINITIONS:

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

B. Front Lot Line: The line represented by the connection of the most distant corners of a lot, including flag lots, where said corners are in common

with the boundary of a public or private road. For corner lots, the front lot line is designated on the plat.

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

D. Restricted Vegetation: A tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season. Refer to the list of "solar friendly" trees on file with the Boise City Public Works and the Community Planning and Development Departments.

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

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

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

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

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

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

1. The front lot line is oriented within thirty (30) degrees of a geodetic east/west bearing;

2. The lot to the immediate south has a north slope of ten (10) percent or less;
3. Is intended for the construction of an above ground inhabited structure.

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

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

ARTICLE 2: SOLAR ACCESS COVENANTS, CONDITIONS AND RESTRICTIONS:

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

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

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

D. Solar Setback: Each separate structure and item of restricted vegetation shall have a solar setback dependent on and calculated by its shade point height. All shade restricted lots shall have the following solar setback:

Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2. Table 1 below shows a few examples of solar setbacks for given shade point heights:

TABLE 1
SOLAR SETBACKS REQUIRED FOR A GIVEN SHADE POINT HEIGHT

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

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

ARTICLE 3: SOLAR ACCESS RIGHTS, DUTIES AND RESPONSIBILITIES:

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

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

ARTICLE 4: MISCELLANEOUS:

A. Enforcement and Non-Waiver. Any lot owner, or homeowner association, whether or not directly affected, shall have the right to enforce, by any proceeding at law or in equity, any violation or threatened violation of a provision of this Declaration. The failure of any person to enforce any

covenant or restriction herein contained shall not be deemed a waiver of the rights granted herein. Waiver of one breach does not constitute waiver of any other breach. There can be no waiver of the right to solar access created by this Declaration.

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

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

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

DATED THIS 3rd day of December, 1999.

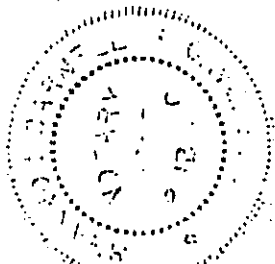
Moonridge Development, LLC

By Daniel A. Wood
Daniel A. Wood Title: Managing Member

STATE OF IDAHO, COUNTY OF ADA,) ss

On this 3rd day of December, 1999, before me, a notary public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Managing Member of Moonridge Development, LLC, the limited liability company that executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



Shannon Carnell
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-1-01

Den Wood
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

2000 JUN 27 AM 11:49

RECORDED - REQUEST OF

FEE 42⁰⁰ DEPUTY *[Signature]*

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This sheet has been added to document
to accommodate recording information.

**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 2 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation is made effective the 27th day of June, 2000, by Moonridge Development, LLC, (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1
ANNEXATION

A. NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 2 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision to the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This request and consent to annexation shall also bind all subsequent purchasers or owners of any lot in this subdivision.

B. ANNEXATION OF MOONRIDGE SUBDIVISION NO. 2 INTO MASTER CC&R'S FOR MOONRIDGE SUBDIVISION (NO. 1):

1.1. Property Annexed: Moonridge Subdivision No. 2. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 2. Each Owner, by accepting a deed to any Lot in Moonridge Subdivision agrees that the Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870. That Declaration of Covenants, Conditions and Restrictions is incorporated herein as if set forth in full, and shall be referred to herein as the "Master CC&R's". The other real property in Moonridge Subdivision (No. 1) subject to the Master CC&R's is legally described in the Master CC&R's and is adjacent to this annexed property.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's and this Declaration of Annexation shall be construed as one document, governing both subdivisions together as if they were one subdivision and if both had been done at the same time.

1.4 Authority: This Declaration of Annexation is made pursuant to Article 11, Section 11.5 of the Master CC&R's which provide for this annexation by Declarant, and for annexation of subsequent phases of Moonridge Subdivision.

1.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivision (No. 1) and Moonridge Subdivision No. 2 shall be treated as one subdivision and shall be subject to the Master CC&R's and this Declaration and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge Subdivision No. 2 (and the future annexations of Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's recorded for Moonridge Subdivision (No. 1); **Provided, however,** that the provisions in Article 2 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 2, shall apply to Moonridge Subdivision No. 2. Other than the provisions specifically set out in Article 2 below which are specific to the Lots in Moonridge Subdivision No. 2, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision done at one time.

ARTICLE 2
SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 2

2.1 Notice of W. Lake Hazel as Arterial Road: All Lot Owners in Moonridge Subdivision No. 2 are hereby notified that eventually Ada County Highway District intends to turn W. Lake Hazel Road (which lies adjacent to this subdivision) into an arterial road which would result in additional traffic counts for that road. Specifically, each of the following lots in Moonridge Subdivision No. 2 is adjacent to W. Lake Hazel Road: Lots 2, 3, 4, 5, 6, Block 9; Lots 1, 2, 3, 4, 5, 6, 7, 9, 27, 28, 29, 30 Block 8. Each Owner of any of these lots, by accepting a deed, agrees and accepts that these lots may someday be adjacent to an arterial road.

2.2 Common Area: In Moonridge Subdivision No. 2, the following Lots are designated as common open space, common areas, common landscaped areas or common drainage or easement areas, including but not limited to the following Lots:

| | |
|-----------------------|--|
| <u>Lot 28 Block 3</u> | Landscape Lot, ACHD Storm Water Storage and Retention Lot, ACHD Easement Area |
| <u>Lot 3 Block 4</u> | Landscape Lot |
| <u>Lot 1 Block 9</u> | Landscape Lot |
| <u>Lot 8 Block 8</u> | Landscape Lot, ACHD Storm Water Easement Area, Micro-Path Easement, Landscape Areas, Location of Pressurized Irrigation Pumping Station, Irrigation Easement Area and Water Conveyance Swale Areas |

These Common Area Lots in Moonridge No. 2 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's.

2.2.1 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association, the Association shall also maintain the landscaping in the ACHD Right of Way lying between the Common Area Lots and the pavement of W. Lake Hazel Road, which is for the benefit and beautification of the surrounding areas of all Moonridge Subdivisions. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain this Right of Way area then

the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

2.3 Micro-Path Easement Areas: Lot 8, Block 8, contains two Micro-Path easement areas. These Micro-Path easement areas are between Lots 27 and 28, and Lots 7 and 9, Block 8. These Micro-Path easement areas shall be of such width as approved by the City of Boise and shall be paved and landscaped as approved by the City of Boise. These Lots and easement areas shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all Lots in all Moonridge Subdivisions. These Micro-Path areas shall be owned and maintained by Moonridge Neighborhood Association, Inc. and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. These Micro-Path easements and the maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise. Any fences constructed on these Lots shall be common area fences and shall be maintained by the Association. Any fence built adjacent to any Micro-Path easement area shall be built only in accordance with any governmental ordinances.

2.4 Additional Pressurized Irrigation Easements. In addition to the normal easements for utilities, drainage and irrigation which are referred to on the plat of Moonridge Subdivision No. 2, an additional easement is reserved and granted to New York Irrigation District and Boise Project Board of Control for the maintenance, repair, operation and replacement of the Pressurized Urban Irrigation System (PUIS), together with the pipelines, pumping station and all other irrigation facilities. These additional easements are over, across, under and through the following described areas:

- A) The North 15 feet of the following Lots:

| | |
|---------------------------------|---------|
| Lots 22, 23, 24, 25, 26 | Block 9 |
| Lots 20, 21, 22, 23, 24, 25, 26 | Block 8 |

- B) A 10 foot strip over the northern ten (10) feet of Lot 29, Block 8, and a (5) foot strip over the Southern five (5) feet of Lot 30, Block 8.

- C) Common Area Lot 8, Block 8.

Driveways, lawns, sidewalks and landscaping are permitted in these additional easement areas. However, no permanent structures or buildings may be constructed or maintained in these described easement areas (except for the pump house on Lot 8) which would interfere with the easements granted herein.

2.5 ACHD Storm Water Detention Swale Areas. Common Area Lot 8, Block 8 contains storm water drainage facilities and Common Area Lot 28, Block 3 contains storm water drainage facilities plus storm water detention swale areas. These Lots are subject to easements to ACHD and maintenance responsibilities of the Association as set out below.

2.5.1 Purpose of Storm Water Facility. The primary purpose of the storm water facilities is to convey storm water from the streets of the subdivision through a series of buried pipelines to the storm water detention swale areas. The swale areas are intended to control the release of the storm water at a pre-determined rate. Any water in excess of this pre-determined rate will be temporarily stored within the storm water detention area. After the storm subsides, the storm water will traverse across the grassy portion of the detention area and percolate into the ground through a sand filter located in the retention swale area and will empty at a pre-determined rate.

2.5.2 Pond Location. This swale and detention area is located in Common Area Lot 28, Block 3.

2.5.3 ACHD Storm Water and Drainage Easement. ACHD is hereby granted a perpetual blanket storm water, drainage, overflow, and drainage/detention easement over both Common Lots described herein. This easement shall be for access, ingress and egress, and to retain water, and to construct, install, maintain and replace a storm water and drainage system. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities.

2.5.4 "Heavy" Maintenance of Drainage/Detention Area by ACHD; "Light" Maintenance Duties of Association; Estimated Costs. "Heavy" maintenance consists of periodically inspecting the detention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance.

ACHD has opted to perform this "heavy" maintenance and shall be

allowed to perform this maintenance work. In the event the ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so. The estimated costs per Lot for the maintenance of all of the Common Area Lots in the Moonridge Subdivisions, including the costs of the maintenance set out herein, are set out below.

The Association shall perform the following "Light" Maintenance duties:

A) Mowing and Landscape Maintenance. The Association shall maintain a grass lawn in the storm water detention areas. The Association shall also keep the lawn mowed, irrigated, and weed free.

B) Trash Clean Up. The Association shall also clean up all trash and dispose of such trash offsite.

C) Bank Stability. The Association shall periodically inspect the banks of the storm water swale areas for any water spots, rodent damage, erosion or water entering from adjacent Lots. If any such problems are found, the Association shall remedy the problem using licensed earthwork contractors to make the necessary repairs.

D) Inspection of underground Facilities. The Association shall periodically inspect the storm drain facility and pipes to see if there is any clogging or standing water. If so, the Association shall notify ACHD so ACHD can perform its "heavy" maintenance responsibilities.

E) Operation and Maintenance Manuals. The Association shall also comply with any "Operation and Maintenance Manuals for the Storm Water Detention Ponds" concerning this subdivision which may be on file with ACHD.

2.5.5 Restrictions on Obstructions. No permanent buildings, fences, trees, or structures shall be placed in the floor of any water detention swale areas. Playground equipment and benches and the like may be placed in the water retention areas; Provided, however, that if ACHD has to remove or displace any of these items in the swale areas for any maintenance, ACHD shall have no liability for such removal or displacement. Furthermore, ACHD shall have no responsibility to repair or replace any items that are disturbed in the ACHD easement areas. Landscaping, shrubs, grass and trees may be planted on the slopes of any water retention swale area providing they do not interfere with ACHD's easements or interfere with the drainage/retention system.

2.5.6 Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities, then ACHD shall, before

undertaking maintenance of said common area, provide written notice to the Association of its intention to begin maintenance within a thirty (30) day period. Within that 30 days, the Association may undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then in that event, ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the Common Area to perform such inspection and maintenance of the Common Area identified herein.

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all Lots within Moonridge Subdivisions with power of sale as to each and every Lot in order to secure payment of any and all assessments levied against all Lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

2.6 Solar Covenants: All property in Moonridge Subdivision No. 2 shall be subject to all Boise City Solar Ordinances and the Declaration of Solar Covenants referred to in Paragraph 4.8 in the Master CC&R's and attached to the Master CC&R's as Exhibit C.

2.7 Association Assessments: All assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No.2 shall be the same assessments and in the same amounts per Lot as set out in the Master CC&R's.

2.8 Use, Size and Height of Dwelling Structure; Basements; Outside Lights; Compacted Fill. All Building Lots in Moonridge Subdivision No. 2 shall be used exclusively for single-family residential purposes. The minimum floor area square footage for single family residential dwellings in Moonridge Subdivision No. 2 shall be 1,100 square feet.

For purposes of determining square footage, eaves, steps, open porches, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

2.8.1 Basements: While basements are allowed in Moonridge Subdivision No. 2, they are discouraged. In order to construct a basement each builder or Owner must first secure a certification from a licensed engineer that the water table and soil conditions are proper for a basement. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk.

2.8.2 Outside Lighting: Houses in Moonridge Subdivision No. 2 must have either a pole light in the front yard as set out in 4.12 of the Mater CC&R's or photo sensitive lighting mounted on the garage of the home.

2.8.3 Compacted Fill: Due to the topography of the land in this subdivision, all Owners are advised that some of the Lots have compacted fill.

2.9 Architectural Control. No building, structure, fence, wall, hedge, landscaping, painting, ornament, obstruction, berm, driveway, or improvement shall be placed on, under, over or across any part of Moonridge Subdivision No. 2 unless a written request (given to one of the Board of Directors of Moonridge Neighborhood Association or a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, if applicable, has been approved, in writing, by a member of the Board of Directors of the Association or any person designated by them as set out in the Master CC&R's. The designated persons are as follows: Daniel A. Wood and Dixie Wood whose address is 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

2.10 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized underground irrigation system (PUIS) constructed for Moonridge Subdivision No. 2, and connecting with that PUIS built for Moonridge Subdivision (No. 1). Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot owner shall pay pro-rata (with all the other Lots served by the PUIS)

for all of the costs associated with the maintenance and operation of the pressurized irrigation system.

Each Lot owner shall be responsible for his or her own irrigation sprinkler system on the Lot. An Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

2.10.1 Water Costs. All irrigation water costs shall be paid by the Lot owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot owners. Each such Lot owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot owner shall use all reasonable efforts to conserve and not waste irrigation water.

2.10.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

2.10.3 Supplemental Water. Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs of this supplemental water, if any, shall be paid pro-rata the same as the other irrigation waters set out herein.

2.10.4 No Liability. Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

2.10.5 Pressurized Irrigation System Ownership; Easements. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into

the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

2.10.6 District Agreement. Each Lot in this subdivision is subject to that Agreement entitled

"AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 2), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 2 BY DEVELOPER"

entered into between Declarant and District, and recorded on the 26th day of May, 2000 in Ada County as Instrument No. 100041119.

2.11 Sewer Monthly Charges. Each Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

2.12 Sewer Inspection. Each Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

2.13 Sewer Collections: City Power. Boise City is hereby vested with the right and power to bring any and all actions against an Owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

2.14 Future Power Lines: At some point in the future each Owner is advised that the local power company may place power transmission lines adjacent to this subdivision along W. Lake Hazel Road.

DATED THIS 27th day of June, 2000.

Moonridge Development, LLC

By *Daniel A. Wood*

Daniel A. Wood, President of D. W. Inc., an Idaho Corporation

Title: Managing Member

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

On this 27th day of June, 2000, before me, a notary public in and for said State, personally appeared Daniel A. Wood, ^{President of D.W. Inc., an Idaho Corporation} known or identified to me to be the Managing Member of Moonridge Development, LLC the limited liability company that executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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

PATTY I. CHUPP
☆ NOTARY PUBLIC ☆
STATE OF IDAHO

My Commission Expires 5-6-2004.

Patty I. Chupp

Notary Public for Idaho

Residing in Boise, Idaho

My Commission Expires: 5/8/2004

Project: 11618
Date: November 19, 1999

MOONRIDGE SUBDIVISION NO. 2
A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lots 3 and 4 of Section 1, T.2N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the Northwest corner of said Section 1, said point being the Northwesterly corner of Moonridge Subdivision No. 1 as shown on the official plat thereof in Book 79 of Plats at page 8465 in the records of said Ada County; thence along the Northerly boundary of said subdivision and said Section 1, South 89°41'05" East, 1,142.64 feet to an angle point in the boundary of said subdivision, said point also being the TRUE POINT OF BEGINNING;

thence along the Northeasterly boundary of said Moonridge Subdivision No. 1 the following successive bearings and distances:

South 00°18'55" West 107.91 feet to a point;

South 72°50'33" East 204.71 feet to a point;

South 13°01'14" East 175.38 feet to a point;

North 75°53'52" East 173.17 feet to a point;

South 49°15'04" East 362.71 feet to a point;

South 50°55'05" East 68.64 feet to a point;

South 55°23'49" East 68.42 feet to a point;

South 59°54'53" East 68.42 feet to a point;

South 64°25'57" East 68.42 feet to a point;

South 68°57'01" East 68.42 feet to a point;

South 73°29'04" East 65.05 feet to a point;

South 78°02'30" East 79.99 feet to a point;

South 82°51'32" East 62.77 feet to the Northeasterly corner of said Moonridge Subdivision No. 1;

thence leaving said subdivision boundary South 87°14'50" East 70.24 feet to a point;

thence South 89°34'12" East 269.13 feet to a point on the Easterly line of said Government Lot 3 of Section 1;

Exhibit A
p 1 of 2

thence along said Easterly line North 00°25'48" East 744.20 feet to the Northeast corner of said Government Lot 3;

thence along the Northerly line of said Section 1, North 89°41'05" West 1,519.44 feet to the TRUE POINT OF BEGINNING.

Containing 18.11 acres, more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.

GAL:lhc
f:\projects\11618\descriptions\boundary.doc

Gary A. Lee, P.E./L.S.

Exhibit A
p. 2 of 2

Dan Wood
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED - REQUEST OF

FEE \$300 DEPUTY *Kraugh*

100074886

2000 SP 19 PH 2:40

**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 3 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation is made effective the 18th day of September, 2000, by Moonridge Development, LLC, (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1
ANNEXATION

A. NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 3 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision to the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This request and consent to annexation shall also bind all subsequent purchasers or owners of any lot in this subdivision.

B. ANNEXATION OF MOONRIDGE SUBDIVISION NO. 3 INTO MASTER CC&R'S FOR MOONRIDGE SUBDIVISION (NO. 1):

1.1. Property Annexed; Moonridge Subdivision No. 3. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 3. Each Owner, by accepting a deed to any Lot in Moonridge Subdivision agrees that the Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870. That Declaration of Covenants, Conditions and Restrictions is incorporated herein as if set forth in full, and shall be referred to herein as the "Master CC&R's". The other real property in Moonridge Subdivision (No. 1) subject to the Master CC&R's is legally described in the Master CC&R's and is adjacent to this annexed property.

Moonridge Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 27th day of June, 2000 as Instrument No. 100049930. The legal description of the property in Moonridge Subdivision No. 2 is attached to that Declaration of Annexation.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's for Moonridge Subdivision and all Declarations of Annexation for Moonridge Subdivision No. 2 and Moonridge Subdivision No. 3 shall be construed as one document, governing all subdivisions together as if they were all one subdivision and if all had been done at the same time.

1.4 Authority: This Declaration of Annexation is made pursuant to Article 11, Section 11.5 of the Master CC&R's which provide for this annexation by Declarant, and for annexation of subsequent phases of Moonridge Subdivision.

1.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivision (No. 1), Moonridge Subdivision No. 2, and Moonridge Subdivision No. 3 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge Subdivision No. 3 (and the future annexations of Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's recorded for Moonridge Subdivision (No. 1); **Provided, however,** that the provisions in Article 2 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 3, shall apply to Moonridge Subdivision No. 3. Other than the provisions specifically set out in Article 2

below which are specific to the Lots in Moonridge Subdivision No. 3, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision done at one time.

ARTICLE 2
SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 3

2.1 Notice of W. Lake Hazel as Arterial Road: All Lot Owners in Moonridge Subdivision No. 3 are hereby notified that eventually Ada County Highway District intends to turn W. Lake Hazel Road (which lies adjacent to this subdivision) into an arterial road which would result in additional traffic counts for that road.

2.2 Common Area: In Moonridge Subdivision No. 3, the following Lots are designated as common open space, common areas, common landscaped areas or common drainage or easement areas, including but not limited to the following Lots:

| | | |
|---------------|-----------------|--|
| <u>Lot 1</u> | <u>Block 10</u> | Landscape Lot |
| <u>Lot 19</u> | <u>Block 7</u> | Landscape Lot, ACHD Storm Water Easement Area, Micro-Path Easement Area, Landscape Areas, Irrigation and Sanitary Sewer Easement Easement Areas, Water Conveyance and Swale Areas. |

These Common Area Lots in Moonridge No. 3 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's.

Lot 19, Block 7 is also subject to a 19 foot wide sanitary sewer easement for the benefit of Boise City as shown on the Plat of Moonridge Subdivision No. 3.

2.2.1 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association, the Association shall also maintain the landscaping in the ACHD Right of Way lying

between the Common Area Lots (in Moonridge Subdivisions No. 1 and No. 2 and subsequent phases of Moonridge Subdivision) and the pavement of W. Lake Hazel Road, which is for the benefit and beautification of all Moonridge Subdivisions. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain this Right of Way area then the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

2.3 Micro-Path Easement Areas: Lot 19, Block 7, contains two Micro-Path easement areas. These Micro-Path easement areas are adjacent to Lot 31, Block 7, and adjacent to Lots 20 and 30, Block 7. These Micro-Path easement areas shall be of such width as approved by the City of Boise and shall be paved and landscaped as approved by the City of Boise. These Lots and easement areas shall be for the ingress and egress of pedestrian and bicycle traffic and shall be for the benefit of all Lots in all Moonridge Subdivisions. These Micro-Path areas shall be owned and maintained by Moonridge Neighborhood Association, Inc. and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. These Micro-Path easements and the maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise. Any fences constructed on these Lots shall be common area fences and shall be maintained by the Association. Any fence built adjacent to any Micro-Path easement area shall be built only in accordance with all governmental ordinances.

2.4 ACHD Storm Water Detention Swale Areas. Common Area Lot 19, Block 7 contains storm water drainage facilities plus storm water detention swale areas. These Lots are subject to easements to ACHD and maintenance responsibilities of the Association as set out below.

2.4.1 Purpose of Storm Water Facility. The primary purpose of the storm water facilities is to convey storm water from the streets of the subdivision through a series of buried pipelines to the storm water detention swale areas. The swale areas are intended to control the release of the storm water at a pre-determined rate. Any water in excess of this pre-determined rate will be temporarily stored within the storm water detention area. After the storm subsides, the storm water will traverse across the grassy portion of the

detention area and will discharge into a piping system leaving the retention swale conveying water to the Lake Hazel Road storm water system.

2.4.2 **Pond Location.** This swale and detention area is located in Common Area Lot 19, Block 7.

2.4.3 **ACHD Storm Water and Drainage Easement.** ACHD is hereby granted a perpetual blanket storm water, drainage, overflow, and drainage/detention easement over Common Lot 19, Block 7 for the purposes described herein. This easement shall be for access, ingress and egress, and to retain water, and to construct, install, maintain and replace a storm water and drainage system. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities.

2.4.4 **"Heavy" Maintenance of Drainage/Detention Area by ACHD; "Light" Maintenance Duties of Association; Estimated Costs.** "Heavy" maintenance consists of periodically inspecting the detention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance.

ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so. The estimated costs per Lot for the maintenance of all of the Common Area Lots in the Moonridge Subdivisions, including the costs of the maintenance set out herein, are set out below.

The Association shall perform the following "Light" Maintenance duties:

A) **Mowing and Landscape Maintenance.** The Association shall maintain a grass lawn in the storm water detention areas. The Association shall also keep the lawn mowed, irrigated, and weed free.

B) **Trash Clean Up.** The Association shall also clean up all trash and dispose of such trash offsite.

C) **Bank Stability.** The Association shall periodically inspect the banks of the storm water swale areas for any water spots, rodent damage, erosion or water entering from adjacent Lots. If any such problems are found, the Association shall remedy the problem using licensed earthwork contractors to make the necessary repairs.

D) **Inspection of underground Facilities.** The Association shall periodically inspect the storm drain facility and pipes to see if there is any

clogging or standing water. If so, the Association shall notify ACHD so ACHD can perform its "heavy" maintenance responsibilities.

E) **Operation and Maintenance Manuals.** The Association shall also comply with any "Operation and Maintenance Manuals for the Storm Water Detention Ponds" concerning this subdivision which may be on file with ACHD.

2.4.5 Restrictions on Obstructions. No permanent buildings, fences, trees, or structures shall be placed in the floor of any water detention swale areas. Playground equipment and benches and the like may be placed in the water retention areas; **Provided, however,** that if ACHD has to remove or displace any of these items in the swale areas for any maintenance, ACHD shall have no liability for such removal or displacement. Furthermore, ACHD shall have no responsibility to repair or replace any items that are disturbed in the ACHD easement areas. Landscaping, shrubs, grass and trees may be planted on the slopes of any water retention swale area providing they do not interfere with ACHD's easements or interfere with the drainage/retention system.

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

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all Lots within Moonridge Subdivisions with power of sale as to each and every Lot in order to secure payment of any and all assessments levied against all Lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which

accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

2.5 Solar Covenants: All property in Moonridge Subdivision No. 3 shall be subject to all Boise City Solar Ordinances and the Declaration of Solar Covenants referred to in Paragraph 4.8 in the Master CC&R's and attached to the Master CC&R's as Exhibit C. These are incorporated herein by reference as if set out in full.

2.6 Association Assessments: All assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No. 3 shall be the same assessments and in the same amounts per Lot as set out in the Master CC&R's.

2.7 Use, Size and Height of Dwelling Structure; Basements; Outside Lights. All Building Lots in Moonridge Subdivision No. 3 shall be used exclusively for single-family residential purposes. The minimum floor area square footage for single family residential dwellings in Moonridge Subdivision No. 3 shall be 1,400 square feet.

[**Note:** The minimum square footage of homes in Moonridge Subdivision No. 2 across W. Lake Hazel Road from Moonridge Subdivision No. 1 and Moonridge Subdivision No. 3 is 1,100 square feet.]

For purposes of determining square footage, eaves, steps, open porches, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

2.7.1 Basements: Basements are prohibited in Moonridge Subdivision No. 3.

2.7.2 Outside Lighting: Houses in Moonridge Subdivision No. 3 must have either a pole light in the front yard as set out in 4.12 of the Master CC&R's or a minimum of two (2) photo sensitive lighting fixtures mounted on the garage of the home.

2.8 Architectural Control. No building, structure, fence, wall, hedge, landscaping, painting, ornament, obstruction, berm, driveway, or improvement shall be placed on, under, over or across any part of Moonridge Subdivision No.

3 unless a written request (given to one of the Board of Directors of Moonridge Neighborhood Association or a person designated by the Board) for approval thereof containing the plans and specifications therefor, including exterior color scheme, if applicable, has been approved, in writing, by a member of the Board of Directors of the Association or any person designated by them as set out in the Master CC&R's. The designated persons are as follows: Daniel A. Wood and Dixie Wood whose address is 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

2.9 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized urban irrigation system (PUIS) constructed for Moonridge Subdivision No. 3, and connecting with that PUIS built for Moonridge Subdivisions No. 1 and 2. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS.

Each Lot owner shall be responsible for his or her own irrigation sprinkler system on the Lot. An Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

2.9.1 Water Costs. All irrigation water costs shall be paid by the Lot owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot owners. Each such Lot owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot owner shall use all reasonable efforts to conserve and not waste irrigation water.

2.9.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

2.9.3 **Supplemental Water.** Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs relating to this supplemental water, if any, shall be paid pro-rata the same as for the other irrigation waters set out herein.

2.9.4 **No Liability.** Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

2.9.5 **Pressurized Irrigation System Ownership; Easements.** Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

2.9.6 **District Agreement.** Each Lot in this subdivision is subject to that Agreement entitled

"AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 3), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 3 BY DEVELOPER"

entered into between Declarant and New York Irrigation District, and recorded on the 8th day of September, 2000 in Ada County as Instrument No. 100072030. All of the terms and conditions of that Agreement are incorporated herein as if set out in full.

2.10 **Sewer Monthly Charges.** Each Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer

charge must be paid by each Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

2.11 Sewer Inspection. Each Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

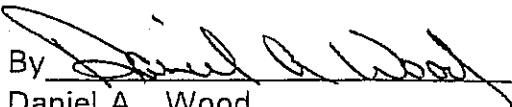
2.12 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an Owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

2.13 Adjacent Development: Lots 2, 3, 4, 5, and 6 in Block 10 of Moonridge Subdivision No. 3 are adjacent to undeveloped property to the west which may be developed by Declarant as any type of commercial, office, multifamily, residential or any other uses. Any owner of these lots, by accepting a deed to a lot, consents and agrees to any development of the adjacent property by Declarant or any member of Declarant.

2.14 Existing Utility Easements: Lots 1, 2, 3, and 4 in Block 11, and Lot 9, Block 10 are subject to utility easements over the southern 15 feet of these lots. These easements are in favor of Mountain States Telephone and Telegraph, and others, and are generally for the purposes of installing, operating and maintaining utilities. The terms of this easement are set out in that "Right of Way Easement" recorded the 1st day of November, 1976 in Ada County as Instrument No. 7643171, and are incorporated herein as if set out in full.

DATED THIS 18th day of September, 2000.

Moonridge Development, LLC

By 

Daniel A. Wood

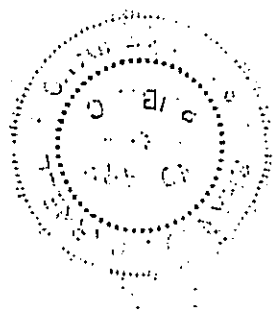
Title: Managing Member

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

On this 18 day of September, 2000, before me, a notary public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Managing Member of Moonridge Development, LLC the limited liability company that executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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

Shannon Carnell
Notary Public for Idaho
Residing in Bowen, Idaho
My Commission Expires: 12-1-01



A parcel of land situated in a portion of Government Lots 3 and 4 of Section 1, T.2N., R.1E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the Northwest corner of said Section 1, said point being the Northwesterly corner of Moonridge Subdivision No. 1 as shown on the official plat thereof in Book 79 of Plats at page 8465 in the records of said Ada County; thence along the westerly boundary of said Section 1, S 00°30' 15" W 1285.51 feet to the Southwest corner of said Government Lot 4, thence along the Southerly boundary of said Government Lot 4, S 89°15' 46" E, 665.89 feet to a point said being the TRUE POINT OF BEGINNING, thence continuing along the Southerly boundary of said Government Lot 4, S 89°15'46" E 464.65 feet to a point; thence leaving said line along the following bearings and distances: North 00°44'14" East 100.28 feet to a point, North 46°26'37" East 71.60 feet to a point, North 00°29'30" East 172.49 feet to a point, North 15°55'31" East 47.72 feet to a point, North 45°36'43" East 119.13 feet to a point, North 37°05'14" East 59.21 feet to a point, North 62°20'23" East 32.83 feet to a point, said point being on the Southerly Boundary of said Moonridge Subdivision No. 1, thence along said boundary the following bearings and distances: North 80°08'01" West 135.63 feet to a point, North 53°47'37" West 109.78 feet to a point, North 44°23'17" West 226.07 feet to a point, North 89°30'30" West 20.30 feet to a point, South 00°29'30" West 98.17 feet to a point, North 89°30'30" West 134.91 feet to a point, South 35°58'47" West 4.81 feet to a point, South 00°14'59" West 23.36 feet to a point, South 61°33'49" West 50.57 feet to a point of curvature, thence along said curve to the left 88.40 feet, said curve having a radius of 100.00 feet, a central angle of 50°38'54", tangents of 47.32 feet, and a chord of 85.55 feet which bears North 64°21'38" West to a point; North 89°41'05" West 15.83 feet to the Southwest corner of Moonridge Subdivision No. 1, thence leaving said boundary South 00°29'13" West 324.43 feet to a point, thence South 00°29'45" West 321.98 feet to the TRUE POINT OF BEGINNING, said parcel containing 7.96 acres more or less.

2001 SP 21 PM 12:01

RECORDED - REQUEST OF

FEE 42 - DEPUTY *W. Overbillig*

101097060

**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 4 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation Of Moonridge Subdivision No. 4 is made effective the 21 day of October, 2001, by Moonridge Development, LLC, (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1
ANNEXATION

A. NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 4 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision to the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This request and consent to annexation shall also bind all subsequent purchasers or owners of any lot in this subdivision.

**B. ANNEXATION OF MOONRIDGE SUBDIVISION NO. 4 INTO MASTER
CC&R'S FOR MOONRIDGE SUBDIVISION (NO. 1):**

1.1. Property Annexed; Moonridge Subdivision No. 4. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 4. Each Lot Owner, by accepting a deed to any Lot in Moonridge Subdivision No.

4 agrees that the Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870 (the "Master CC&R's"). The Master CC&R's are incorporated herein as if set forth in full and cover that real property described therein.

Moonridge Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 27th day of June, 2000 as Instrument No. 100049930. The legal description of the property in Moonridge Subdivision No. 2 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 3 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 19th day of September, 2000 as Instrument No. 100074886. The legal description of the property in Moonridge Subdivision No. 3 is attached to that Declaration of Annexation.

1.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation for Moonridge Subdivision No. 4 shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's for Moonridge Subdivision and all Declarations of Annexation for Moonridge Subdivisions No. 2, No. 3 and No. 4 shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

1.4 Authority: This Declaration of Annexation is made pursuant to Article 11, Section 11.5 of the Master CC&R's which provide for this annexation by Declarant, and for annexation of subsequent phases of Moonridge Subdivision.

1.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivision (No. 1), Moonridge Subdivision No. 2, No. 3 and No. 4 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge

Subdivision No. 4 (and any future annexations to Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however**, that the provisions in Article 2 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 4, shall apply to Moonridge Subdivision No. 4. Other than the provisions specifically set out in Article 2 below, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision.

ARTICLE 2
SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 4

2.1 Notice of W. Lake Hazel as Arterial Road: All Lot Owners in Moonridge Subdivision No. 4 are hereby notified that eventually Ada County Highway District intends to turn W. Lake Hazel Road (which lies adjacent to this subdivision) into an arterial road which would result in additional traffic counts for that road.

2.2 Common Area: In Moonridge Subdivision No. 4, the following Lots are designated as common open space, common areas, common landscaped areas or common drainage or easement areas, including but not limited to the following Lots:

| | | |
|---------------|----------------|--|
| <u>Lot 41</u> | <u>Block 7</u> | Micro-Path and Landscape Lot ACHD Storm Water Easement Area |
| <u>Lot 14</u> | <u>Block 6</u> | Micro-Path and Landscape Lot |
| <u>Lot 18</u> | <u>Block 5</u> | Micro-Path and Landscape Area ACHD Storm Water Easement Area Open Space Landscape Area Water Conveyance and Swale Areas |

These Common Area Lots in Moonridge No. 4 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's.

2.2.1 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association in all Moonridge Subdivisions, the Association shall also maintain the landscaping in the ACHD Right of Way lying between the Common Area Lots in Moonridge Subdivisions and the pavement of W. Lake Hazel Road, which is for the benefit and beautification of all Moonridge Subdivisions. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain this Right of Way area then the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

2.3 Micro-Path Easement and Landscape Areas: Lot 41, Block 7, Lot 14, Block 6 and Lot 18, Block 5 contain Micro-Paths, landscape areas, public utility easements and are for the use and benefit of all Owners in all Moonridge Subdivisions. These Micro-Paths shall be paved and landscaped as approved by the City of Boise and shall be for the ingress and egress of pedestrian and bicycle traffic. These Common Areas shall be owned and maintained by Moonridge Neighborhood Association, Inc., and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise. Any fences constructed on these Lots shall be common area fences and shall be maintained by the Association. Any fence built on private property adjacent to any Micro-Path shall be built only in accordance with all governmental ordinances.

2.4 ACHD Storm Water Easements and Detention Swale Areas. Common Area Lot 18, Block 5 and Lot 41, Block 7 contain storm water drainage facilities, and a storm water detention swale area is contained in Lot 18, Block 5. These Lots are subject to easements to ACHD and maintenance responsibilities of the Association as set out below:

2.4.1 Purpose of Storm Water Facility. The primary purpose of the storm water facilities is to convey storm water from the streets of the subdivision through a series of buried pipelines to the storm water detention swale areas. The swale areas are intended to control the release of the storm water at a pre-determined rate. Any water in excess of this pre-determined rate will be temporarily stored within the storm water detention area. After the

storm subsides, the storm water will traverse across the grassy portion of the detention area and will discharge into a piping system leaving the retention swale conveying water to the Lake Hazel Road storm water system.

2.4.2 ACHD Storm Water and Drainage Easement. ACHD is hereby granted a perpetual blanket storm water, drainage, overflow, and drainage/detention easement over Common Area Lot 18, Block 5 and Lot 41, Block 7 for the purposes described herein. This easement shall be for access, ingress and egress, and to retain water, and to construct, install, maintain and replace a storm water and drainage system. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities.

2.4.3 "Heavy" Maintenance of Drainage/Detention Area by ACHD; "Light" Maintenance Duties of Association; Estimated Costs. "Heavy" maintenance consists of periodically inspecting the detention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance.

ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the ACHD shall decide not to do such "heavy" maintenance, then the Association shall do so.

The Association shall perform the following "Light" Maintenance duties:

A) Mowing and Landscape Maintenance. The Association shall maintain a grass lawn in the storm water detention areas. The Association shall also keep the lawn mowed, irrigated, and weed free.

B) Trash Clean Up. The Association shall also clean up all trash and dispose of such trash offsite.

C) Bank Stability. The Association shall periodically inspect the banks of the storm water swale areas for any water spots, rodent damage, erosion or water entering from adjacent Lots. If any such problems are found, the Association shall remedy the problem using licensed earthwork contractors to make the necessary repairs.

D) Inspection of underground Facilities. The Association shall periodically inspect the storm drain facility and pipes to see if there is any clogging or standing water. If so, the Association shall notify ACHD so ACHD can perform its "heavy" maintenance responsibilities.

E) Operation and Maintenance Manuals. The Association shall also comply with any "Operation and Maintenance Manuals for the Storm

Water Detention Ponds" concerning this subdivision which may be on file with ACHD.

2.4.4 Restrictions on Obstructions. No permanent buildings, fences, trees, or structures shall be placed in the floor of any water detention swale areas. Playground equipment and benches and the like may be placed in the water retention areas; Provided, however, that if ACHD has to remove or displace any of these items in the swale areas for any maintenance, ACHD shall have no liability for such removal or displacement. Furthermore, ACHD shall have no responsibility to repair or replace any items that are disturbed in the ACHD easement areas. Landscaping, shrubs, grass and trees may be planted on the slopes of any water retention swale area providing they do not interfere with ACHD's easements or interfere with the drainage/retention system.

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

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled to and empowered to file a taxable lien against all Lots within Moonridge Subdivisions with power of sale as to each and every Lot in order to secure payment of any and all assessments levied against all Lots in these subdivisions pursuant to the Master Declaration as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

2.5 Solar Covenants: All property in Moonridge Subdivision No. 4 shall be subject to all Boise City Solar Ordinances and the Declaration of Solar Covenants referred to in Paragraph 4.8 in the Master CC&R's and attached to the Master CC&R's as Exhibit C. These are incorporated herein by reference as if set out in full.

2.6 Association Assessments: All assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No. 4 shall be the same assessments and in the same amounts per Lot as set out in the Master CC&R's; provided, however that \$25 of the start-up assessment shall be distributed to the management company managing the subdivision for the purposes of setting up the books to include all of the Lots in Moonridge Subdivision No. 4 into the Association.

2.7 Use, Size and Height of Dwelling Structure. All Building Lots in Moonridge Subdivision No. 4 shall be used exclusively for single-family residential purposes.

(A) Lots with Minimum 1,400 Square Foot Floor Area. The following Lots shall have single family residential dwellings with a minimum of 1,400 square feet:

| | |
|------------|---------|
| Lots 4-10 | Block 6 |
| Lots 18-26 | Block 6 |
| Lots 36-40 | Block 7 |

(B) Lots with Minimum 1,200 Square Foot Floor Area. The following Lots shall have single family residential dwellings with a minimum of 1,200 square feet:

| | |
|------------|---------|
| Lots 4-8 | Block 4 |
| Lots 14-17 | Block 5 |
| Lots 19-43 | Block 5 |
| Lots 11-13 | Block 6 |
| Lots 15-17 | Block 6 |

For purposes of determining square footage, eaves, steps, open porches, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted. [**Note:** The minimum square footage of homes in Moonridge Subdivision No. 2 is 1,100 square feet. Moonridge Subdivision No. 2 is across W. Lake Hazel Road from both Moonridge Subdivisions No. 1 and No. 3.]

2.8 Basements: Basements are prohibited in Moonridge Subdivision No. 4.

2.9 Outside Lighting: Lots in Moonridge Subdivision No. 4 must have a pole light in the front yard as set out in 4.12 of the Master CC&R's.

2.10 Architectural Control. The duties of architectural control for all of the initial structures in Moonridge Subdivision No. 4 shall be performed by Declarant. No building, structure, fence, wall, hedge, landscaping, painting, ornament, obstruction, berm, driveway, or improvement shall be placed on, under, over or across any part of Moonridge Subdivision No. 4 unless a written request for approval thereof containing the plans and specifications therefor, including exterior color scheme, if applicable, has been approved, in writing by the Declarant. Any such requests shall be given to Declarant c/o Daniel A. Wood and Dixie Wood whose address is 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

After the last dwelling has been constructed in Moonridge Subdivision No. 4, the duties of architectural control shall thereafter be performed by the Board of Directors of the Association as set out in the Master CC&R's.

2.11 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized urban irrigation system (PUIS) constructed for Moonridge Subdivision No. 4, and connecting with that PUIS built for Moonridge Subdivisions No. 1, No.2 and No.3. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS.

Each Lot Owner shall be responsible for his or her own irrigation sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

2.11.1 Water Costs. All irrigation water costs shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot Owners. Each such Lot Owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

2.11.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

2.11.3 Supplemental Water. Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs relating to this supplemental water, if any, shall be paid pro-rata the same as for the other irrigation waters set out herein.

2.11.4 No Liability. Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any Lot Owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any Lot Owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

2.11.5 Pressurized Irrigation System Ownership; Easements. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the

system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

2.11.6 District Agreement. Each Lot in this subdivision is subject to that Agreement entitled

"AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 4), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 4 BY DEVELOPER"

entered into between Declarant and New York Irrigation District, and recorded on the 21st day of October, 2001 in Ada County as Instrument No. 101097058. All of the terms and conditions of that Agreement are incorporated herein as if set out in full.

2.12 Sewer Monthly Charges. Each Lot Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Lot Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

2.13 Sewer Inspection. Each Lot Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

2.14 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

2.15 Street Lights. Any street lights installed by Declarant shall be maintained and operated by the Association as a common area expense until such time as the City of Boise or other governmental agency takes over the maintenance and operation thereof. Maintenance and operation shall include all repairs and costs of power.

DATED THIS 21st day of October, 2001.

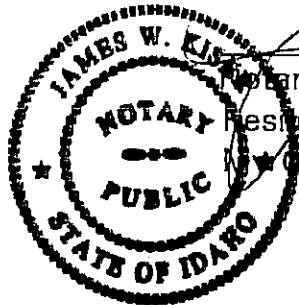
Moonridge Development, LLC

By *Daniel A. Wood*
Daniel A. Wood
Title: Managing Member

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

On this 21st day of October, 2001, before me, a notary public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Managing Member of Moonridge Development, LLC the limited liability company that executed the foregoing instrument and acknowledged to me that such LLC executed the same, and acknowledged to me that he executed the same on behalf of the limited liability company.

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



James W. Kist
Notary Public for Idaho
Residing in *Boise*, Idaho
Commission Expires: *1-13-2005*

Project: 11713
Date: January 15, 2001

MOONRIDGE SUBDIVISION NO. 4
A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 1
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lots 3 and 4 of Section 1, T.2 N., R.1 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the Northwest corner of said Section 1, said point being the Northwesterly corner of Moonridge Subdivision No. 1 as shown on the official plat thereof in Book 79 of Plats at page 8465 in the records of said Ada County;

thence along the Westerly boundary of said Section 1, South $00^{\circ}30'15''$ West, 1285.51 feet to the Southwest corner of Government Lot 4 of said Section 1;

thence leaving the Westerly boundary of said Section 1 and running along the Southerly boundary of Government Lot 4 of said Section 1, South $89^{\circ}15'46''$ East, 665.89 feet a point marking the Southwesterly corner of Moonridge Subdivision No. 3 as shown on the official plat thereof in Book 81 of Plats at page 8741 in the records of said Ada County;

thence continuing along the Southerly boundary of Government Lot 4 of said Section 1, also being the Southerly boundary of said Moonridge Subdivision No. 3, South $89^{\circ}15'46''$ East, 464.65 feet to the Southeasterly corner of said Moonridge Subdivision No. 3, said point being THE TRUE POINT OF BEGINNING;

thence leaving the Southerly boundary of Government Lot 4 of said Section 1, and running along the Easterly boundary of said Moonridge Subdivision No. 3 the following successive courses and distances:

North $00^{\circ}44'14''$ East, 100.28 feet to a point;

North $46^{\circ}26'37''$ East, 71.60 feet to a point;

North $00^{\circ}29'30''$ East, 172.49 feet to a point;

North $15^{\circ}55'31''$ East, 47.72 feet to a point;

North $45^{\circ}36'43''$ East, 119.13 feet to a point;

North $37^{\circ}05'14''$ East, 59.21 feet to a point;

North $62^{\circ}20'23''$ East, 32.83 feet to a point on the Southerly boundary of Moonridge Subdivision No. 1 as shown on the official plat thereof in Book 79 of Plats at page 8465 in the records of said Ada County;

thence leaving the Easterly boundary of said Moonridge Subdivision No. 3, and running along the Southerly boundary of said Moonridge Subdivision No. 1 the following successive courses and distances:

A

South 44°23'17" East, 99.33 feet to a point;
South 28°59'47" East, 51.86 feet to a point;
South 51°35'18" East, 84.39 feet to a point;
South 52°48'17" East, 84.93 feet to a point;
South 70°09'26" East, 64.76 feet to a point;
North 28°36'16" East, 100.00 feet to a point;
North 30°41'57" East, 50.03 feet to a point;
North 28°36'16" East, 107.87 feet to a point;
South 54°15'19" East, 28.61 feet to a point;
South 58°13'41" East, 73.24 feet to a point;
South 61°58'56" East, 73.24 feet to a point;
South 65°44'11" East, 73.24 feet to a point;
South 69°29'26" East, 73.24 feet to a point;
South 73°14'41" East, 78.74 feet to a point;
South 74°36'58" East, 21.98 feet to a point;
South 79°03'50" East, 78.76 feet to a point;
South 82°24'46" East, 72.12 feet to a point;
North 05°44'19" East, 100.00 feet to a point;
North 18°28'26" East, 51.33 feet to a point;

North 05°04'08" East, 100.00 feet to a point on the Southerly boundary of Moonridge Subdivision No. 2 as shown on the official plat thereof in Book 80 of Plats at page 8674 in the records of said Ada County;

thence leaving the Southerly boundary of said Moonridge Subdivision No. 1 and running along the Southerly boundary of said Moonridge Subdivision No. 2 the following successive courses and distances:

South 87°14'50" East, 70.24 feet to a point;
South 89°34'12" East, 229.77 feet to a point;

thence leaving the Southerly boundary of said Moonridge Subdivision No. 2, South 00°25'51" West, 100.00 feet to a point;

thence South 24°58'20" West 54.97 feet to a point;

thence South 00°25'51" West, 100.00 feet to a point;

thence South 62°23'59" East, 69.86 feet to a point on the Easterly boundary of Government Lot 3 of said Section 1;

thence South 00°25'48" West, 279.02 feet along the Easterly boundary of said Government Lot 3 to a point being the Southeasterly corner of said Government Lot 3;

thence leaving the Easterly boundary of said Government Lot 3, and running along the Southerly boundary of said Government Lots 3 and 4, North 89°15'46" West, 1,533.24 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 14.46 acres more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.

Dan Wood

ADA COUNTY RECORDER
J. DAVID HAVARRO
1300 S. HAWK DR

2002 MAY 28 PM 12:56

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**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 5 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation Of Moonridge Subdivision No. 5 is made effective the 28th day of May, 2002, by Shooting Star LLC (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1
ANNEXATION

1.1 NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 5 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision into the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This shall also bind all subsequent purchasers or owners of any Lot in this subdivision.

1.2 NOTICES REGARDING W. LAKE HAZEL ROAD; AREA AGRICULTURAL OPERATIONS AND COMPACTED FILL:

1.2.1 **W. Lake Hazel Road.** Ada County Highway District may in the future turn W. Lake Hazel Road (which lies in the middle of this subdivision) into an arterial road which would result in additional traffic counts for that road.

1.2.2 **Agricultural Operations.** There are agricultural operations in the vicinity of this subdivision. Owners are hereby given notice that farm odors, dust or flying insects may result from the proximity to farming operations. Reference is made to section 22-4503 of the Idaho Code, commonly called the "Right to Farm Act" which is set out in the notes to the plat of this subdivision. Roughly paraphrased, this act provides that an agricultural operation is not a nuisance to incoming developments if that agricultural operation was there first.

1.2.3 **Compacted Fill:** Due to the topography of the land in this subdivision, all Owners are advised that some of the Lots have compacted or engineered fill on the Lot.

1.3 ANNEXATION OF MOONRIDGE SUBDIVISION NO. 5 INTO MASTER CC&R'S FOR MOONRIDGE SUBDIVISION:

1.3.1 **Property Annexed; Moonridge Subdivision No. 5.** The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 5. Each Lot Owner, by accepting a deed to any Lot in Moonridge Subdivision No. 5 agrees that such Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.3.2 **Existing Property and CC&R's to Which Property is Annexed:** This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870 (the "Master CC&R's"). The Master CC&R's are incorporated herein as if set forth in full. The legal description of Moonridge Subdivision No. 1 is attached to the Master CC&R's.

Moonridge Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 27th day of June, 2000 as Instrument No. 100049930. The legal description of the property in Moonridge Subdivision No. 2 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 3 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 19th day of September, 2000 as Instrument No. 100074886. The legal description of the

property in Moonridge Subdivision No. 3 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 4 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 21st day of October, 2001, as Instrument No. 101097060. The legal description of the property in Moonridge Subdivision No. 4 is attached to that Declaration of Annexation.

1.3.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation for Moonridge Subdivision No. 5 shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's for Moonridge Subdivision and all Declarations of Annexation for Moonridge Subdivisions No. 2, 3, 4 and No. 5 shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

1.3.4 Authority; Consent to Annexation: This Declaration of Annexation is made pursuant to the Master CC&R's which provide for this annexation, and for annexation of subsequent phases of Moonridge Subdivision. Copies of the consents to this Annexation are attached hereto as Appendix 1.

1.3.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivisions No. 1, 2, 3, 4 and 5 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge Subdivision No. 5 (and any future annexations to Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however**, that the provisions in Article 2 and 3 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 5, shall apply to Moonridge Subdivision No. 5. Other than the provisions specifically set out in Article 2 and 3 below, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision.

**SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 5**

**ARTICLE 2
BUILDING RESTRICTIONS**

2.1 Architectural Control; Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color scheme, has been approved by the Board or persons designated by the Board to approve same. The approval will not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision. Provided, however, The duties of architectural control for all of the initial structures in Moonridge Subdivision No. 5 shall be performed by Declarant. All initial such requests shall be given to Declarant c/o Daniel A. Wood and Dixie Wood whose address is 13141 W. Bluebonnet Ct. Boise, Idaho 83713. After the last dwelling has been constructed in Moonridge Subdivision No. 5, the duties of architectural control shall thereafter be performed by the Board of Directors of the Association as set out in the Master CC&R's.

2.2 Association Assessments: All initial Assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No. 5 shall be as follows:

| | |
|----------|--|
| \$150.00 | Initial Regular Assessment, (pro-rated as of date of closing); |
| \$ 50.00 | Transfer Assessment; |
| \$175.00 | Start-up Fee Assessment. |

Twenty-five dollars (\$25) of the Start-up assessment shall be distributed by the Association to the management company managing the subdivision for the purposes of setting up the books to include all of the Lots in Moonridge Subdivision No. 5 into the Association. All Assessments thereafter shall be governed by the Master CC&R's for Moonridge Subdivision.

2.3 Use, Size and Height of Dwelling Structure. All Building Lots in Moonridge Subdivision No. 5 shall be used exclusively for single-family

residential purposes with a minimum 1,200 square feet of floor area. For purposes of determining square footage, eaves, steps, open porches, garages, and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

2.4 Basements: Basements are prohibited in this subdivision.

2.5 Grading and Drainage Requirements. Each Owner shall grade and drain his individual Lot or property (and maintain that grading and drainage) to prevent the runoff or drainage of water (whether irrigation or storm) onto any adjacent property. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) All Lots and property shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

- A)** the Lot or property will drain sufficiently away from the foundation with a proper slope to keep water out of the crawl space of the home;
- B)** drainage will be directed to the rear and front yards of the Lot and away from adjacent property;
- C)** grading and drainage shall comply with local building code or ordinance requirements.

2.5.1 Owner's Duty and Liability. It shall be the specific affirmative duty of each Owner to prevent any water (whether irrigation or storm) on that Owner's lot from draining onto any other property or other Owner's Lot. These duties may include, but are not limited to, adjusting the elevations of the Lot, installing retaining walls or other barriers at Lot boundary lines, constructing drainage trenches or any other type drainage facilities. In the event that an Owner does not adequately maintain the grade, drainage and slope of the Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent property causing damage or injury, only the offending Owner shall be liable for any damages resulting therefrom.

2.5.2 Other Remedies. In the event that any of Declarant's property, or any Association Common Areas are adversely impacted by an Owner's failure to comply with these grading and drainage requirements, Declarant, and/or the Association shall have the right (but not the duty or the obligation), after thirty (30) days written notice to the offending Owner to enter upon the offending Owner's property and perform such reasonable remedial actions as are necessary to prevent any flooding or drainage problems. (No notice is required in an emergency situation where life or property are in imminent peril.) In the event of any remedial action, the offending Owner shall reimburse all costs and expenses relating thereto to respective party within thirty (30) days of billing. These costs shall be treated by the Association as a "Limited Assessment" against the offending Owner and if unpaid shall be a lien against the property as provided in these Master CC&R's.

2.5.3 Declarant Not Responsible. In no event shall the Declarant, or the Association, (and the officers, directors, members, shareholders, agents or employees thereof) have any liability for, or any responsibility or duty to correct, any grading or drainage problems on any Owner's Lot.

2.6 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; (d) no more than 120 square feet in area and no more than eight feet high; and d) approved by the board.

2.7 Setbacks. All setbacks shall comply with the pertinent local government Ordinances; Provided, however, certain Lots have special easements along the Lot boundary lines which are larger than the local setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

The following Lots have a fifteen (15') foot special easement in favor of New York Irrigation District along the NORTH property lines of each of these Lots: Lots 1, 11, 12, 13, 14, 24, 25, 26, and 27 Block 12.

The following Lots have a twenty (20') foot special easement area in favor of ACHD for storm drainage: The EASTERN 20 feet of Lot 9, Block 4; The WESTERN 20 feet of Lot 6, Block 13.

No foundation shall be allowed to encroach into any of these special easement areas.

2.8 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved by the Board. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

2.9 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. Bay windows, broken roof lines, gables, hip roofs, etc. are encouraged as are brick, stone or stucco for the full height columns on the sides of the garage. Also encouraged are brick, stone or stucco full wainscoting on the front exposure.

2.10 Solar Covenants: All property in Moonridge Subdivision No. 5 shall be subject to all Boise City Solar Ordinances and the Declaration of Solar Covenants referred to in Paragraph 4.8 in the Master CC&R's and attached to the Master CC&R's as Exhibit C. These are incorporated herein by reference as if set out in full. In the event that the Boise Solar Ordinances are amended or revoked then the Solar Ordinances as they affect Moonridge Subdivisions shall be amended or revoked accordingly.

2.11 Commercial Activity. Except for an at home office or a once a year garage sale, no part of the property and no structures thereon shall be used for any type of commercial purposes. Specifically prohibited uses shall include, but are not limited to; a) any sales or retail facilities (except Grantor's Lot sales offices), b) day-care or child care, c) animal care, kennels, or animal breeding.

2.12 Driveways. All Lots shall have a paved concrete driveway and a minimum of two paved concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel.

2.13 Roofs; Colors. Bright, bold, yellow, or very dark building body colors shall be discouraged. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be composition shingles. Approval of exterior colors must be obtained from the Board, and any future changes to colors or exterior must be approved by the Board. Dark roof colors shall be encouraged.

2.14 Pole Lights. Each home shall have a photo-sensitive pole light installed in the front yard prior to occupancy, ideally within five (5) feet of the sidewalk and five (5) feet of the driveway, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the builder constructing the home.

2.15 Landscaping. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home and such landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping, at a minimum, shall include sod in the front yard and at least one tree of 2" caliper in the front yard. Grass in the back yard shall be planted, hydro-seeded or sodded within one year of occupancy.

2.16 Fences.

2.16.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The Association may, in its sole discretion, maintain some or all of the perimeter fencing as a Common Area expense.

2.16.2 Other Owner Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved by the Board prior to

construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along ditches or water retention areas or those portions of which abut a common area, and then only after approved by the Board.

2.17 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

2.18 Antennae. For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located, where practical, to the rear of the structure and reasonably screened from view of other front and side Lot Owners. The installation plan and the location shall be first reviewed by the Board.

2.19 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

2.20 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

2.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in the Master CC&R's.

2.22 Unsightly Articles. No unsightly articles shall be permitted to remain on any property so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or screened from view. Vacant residential structures shall not be used for storage.

2.23 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

2.24 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, 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 enclosed by a concealing structure approved by the Board. No vehicles taller than nine feet or longer than 25 feet shall be allowed to be stored on any portion of the property. Notwithstanding anything contained herein, a boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three days.

2.25 Removal of Vehicles; Warning; Costs. The Board or its representatives may remove any vehicles in violation of this section at any time after giving the Owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs.

2.26 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog

run shall be screened from view of adjacent lots, and must be approved by the Board.

2.27 Signs. No sign shall be displayed to public view without the approval of the Board except: (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

ARTICLE 3
OTHER PROVISIONS

3.1 Common Areas: In Moonridge Subdivision No. 5, the following Lots are designated as common open space, common areas, common landscaped areas or common drainage or easement areas, including but not limited to the following Lots:

| | | |
|--------|----------|---|
| Lot 15 | Block 4 | Landscaping Lot |
| Lot 47 | Block 5 | Micro-Path Lot |
| Lot 38 | Block 9 | Landscaping Lot |
| Lot 15 | Block 12 | Micro-Path Lot |
| Lot 1 | Block 13 | Landscape Lot, Storm Water Facilities lot; ACHD Easement And Maintenance Area |
| Lot 1 | Block 14 | Landscape Lot |

These Common Area Lots in Moonridge No. 5 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's and herein.

3.2 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association in all Moonridge Subdivisions, the Association shall also maintain the landscaping in the ACHD Right of Way (if any) lying between the Common Area Lots in Moonridge Subdivisions and the pavement of W. Lake Hazel Road. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain

this Right of Way area then the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

3.3 Micro-Path Easement and Landscape Areas: Lot 47, Block 5, and Lot 15, Block 12 contain Micro-Paths, landscape areas, public utility easements and are for the use and benefit of all Owners in all Moonridge Subdivisions. These Micro-Paths shall be paved and landscaped as approved by the City of Boise and shall be for the ingress and egress of pedestrian and bicycle traffic. These Common Areas shall be owned and maintained by Moonridge Neighborhood Association, Inc., and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise. Any fences constructed on these Lots shall be common area fences and shall be maintained by the Association. Any fence built on private property adjacent to any Micro-Path shall be built only in accordance with all governmental ordinances.

3.4 Water Detention Pond and Swale Areas; Maintenance; ACHD Blanket Storm Drainage Easements; Operation and Maintenance Manual; Special Covenants for Lot 38 Block 9; Lot 15 Block 4; and Lot 1 Block 13. These three Common Area Lots have special circumstances which require special easements, covenants and restrictions. ACHD is hereby granted a perpetual blanket storm water retention and drainage easement over each of these three Common Area Lots. These easements are for the following purposes: A) ingress and egress access to and from the drainage facilities; B) retention and storage of storm water; C) construction, installation, maintenance and replacement of the storm water and drainage systems and all facilities relating thereto. The storm drain system also includes the street gutters, drop inlets, storm drain pipes and all related facilities.

3.4.1 "Heavy" Maintenance of Drainage/Retention Area . Heavy maintenance consists of periodically inspecting the retention and drainage facility to ensure it is functioning properly; cleaning out the facility piping and mucking out the facility when the sediment level exceeds the designed storage level. All other maintenance shall be referred to herein as "light" maintenance. ACHD has opted to perform this "heavy" maintenance and shall be allowed to perform this maintenance work. In the event the ACHD

shall decide not to do such "heavy" maintenance, then the Association shall do so.

3.4.2 "Light" Maintenance. The Association shall provide all "light" maintenance of the drainage/retention and easement areas as set out in the Operation and Maintenance Manual for this Subdivision. This Manual is on file with ACHD and the relevant portions of that Manual provide as follows:

MOONRIDGE SUBDIVISION NO. 5
STORM WATER DETENTION POND O & M MANUAL

This Operation and Maintenance Manual outlines the duties to be performed by the Association for the light maintenance of the storm water detention swale areas and ponds.

1. **Purpose of Storm Water Facility.** The purpose of the storm water facilities is to convey storm water from the streets through a system of buried pipelines to the storm water detention swale areas or ponds. These swale areas and ponds are intended to control the release of the storm water at a pre-developed rate. Any water in excess of this rate will be temporarily stored within the pond or swale area. After the storm subsides, these will empty at this pre-developed rate of flow.

2. **Additions to Facility; Removal; No Liability on ACHD.** Additions to the facility (if any), such as park benches or additional landscaping, shall be considered temporary and may be removed by ACHD when heavy maintenance of the facility is needed. In the event that any of these additional items are moved, ACHD shall have no liability relating to the removal and shall have no responsibility to repair or replace any items moved. The sole responsibility for the repair and/or replacement thereof shall be with the Association.

3. **Light Maintenance.** The Association shall have the duty to perform the light maintenance of the pond as follows:

A) Monthly Inspection of Pond. Monthly visual inspections of the pond shall be performed by the Association to check for bank stability, water

spots, water entering the pond from adjacent lots, rodent holes and bank erosion. In the event that any of these items are found, the Association shall have a licensed contractor make the necessary repairs.

B) Monthly Inspection of Underground Storm Drain Facility. Monthly visual inspections of the underground storm water drain facility shall be performed by the Association to check for clogging or standing water in or on the piping, the manholes or other structures. In the event that any of these items are found the Association shall contact ACHD so that ACHD can perform their "heavy" maintenance responsibilities.

C) Mowing and Maintenance of Landscaping. The Association shall perform the normal surface routine maintenance such as mowing lawns, fertilization, weed control, and irrigation of any landscaping. Any lawn placed in the pond shall be maintained in a healthy condition.

D) Trash Cleanup. Any trash found during the periodic inspections shall be collected and removed from the pond and disposed of properly offsite.

3.4.3 Association Failure to Maintain; ACHD Remedies. In the event that ACHD determines, in its sole discretion, that the Association is not adequately performing its maintenance responsibilities set out in the Manual above, then ACHD shall, before undertaking maintenance of said area, provide written notice of its intention to begin maintenance after a thirty (30) day period. Within that 30 days the Association shall undertake to initiate and conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance to the extent said items of specific maintenance are identified by ACHD within the prescribed thirty (30) days, then ACHD may begin to undertake such maintenance. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the Common Area to perform such inspection and maintenance of the Common Areas identified herein.

Should ACHD engage in maintenance of the defined common area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, the Association shall pay all of the costs of the maintenance. ACHD shall first bill the Association and if such bill shall not be paid within sixty (60) days, then ACHD shall be entitled and empowered to file a taxable lien against all lots within this subdivision with power of sale as to each and every lot in order to secure payment of any and all assessments levied against all lots pursuant to the CC&R's as if said maintenance had been performed by the Association, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD.

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

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

3.5 Special Storm Drainage Easement Areas. The eastern 20 feet of Lot 9, Block 4, and the western 20 feet of Lot 6, Block 13, are subject to ACHD storm water drainage easements depicted on the plat. No buildings, foundations or other structures shall be constructed in this 20 foot wide easement area. Said easement area shall also remain free of any other encroachments, including fences and trees, that adversely affect drainage or the operation and maintenance of the drainage facilities.

3.6 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized urban irrigation system (PUIS) constructed for Moonridge Subdivision No. 5, and connecting with that PUIS built for all other Moonridge Subdivisions . Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS.

Each Lot Owner shall be responsible for his or her own irrigation sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

3.6.1 Water Costs. All irrigation water costs shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot Owners. Each such Lot Owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

3.6.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

3.6.3 Supplemental Water. Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs relating to this supplemental water, if any, shall be paid pro-rata the same as for the other irrigation waters set out herein.

3.6.4 No Liability. Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any Lot Owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any Lot Owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

3.6.5 Pressurized Irrigation System Ownership; Easements. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

3.6.6 **District Agreement.** Each Lot in this subdivision is subject to that Agreement entitled

“AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 5), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 5 BY DEVELOPER”

entered into between Declarant and New York Irrigation District, and recorded on the 7th day of May, 2002 in Ada County as Instrument No. 102052319. All of the terms and conditions of that Agreement are incorporated herein as if set out in full.

3.6.7 **WARNING! IRRIGATION WATER IS NOT DRINKABLE.**

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

**NEVER DRINK WATER
FROM THE PRESSURIZED IRRIGATION SYSTEM**

It is the duty of each Owner to:

A) educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;

B) ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;

C) not remove any existing tags or other warning markers from the pressure irrigation risers;

D) not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

3.6.8 No Liability for Quality of Water. Neither the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

3.7 Sewer Monthly Charges. Each Lot Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Lot Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

3.8 Sewer Inspection. Each Lot Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

3.9 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

3.10 Street Lights. Any street lights installed by Declarant shall be maintained and operated by the Association as a common area expense until such time as the City of Boise or other governmental agency takes over the

maintenance and operation thereof. Maintenance and operation shall include all repairs and costs of power.

DATED THIS 24th day of May, 2002.

Shooting Star, LLC

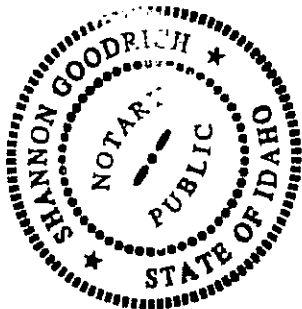
By Daniel A Wood
Daniel A. Wood
Title: Manager

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

On this 24 day of 2002, 2002, before me, the undersigned a Notary Public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Manager of Shooting Star LLC, the limited liability company that executed the instrument and the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Shannon Goodrich
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-4-07

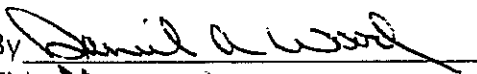


CONSENT TO ANNEXATION
AND ASSIGNMENT OF RIGHT TO ANNEX

Moonridge Development LLC, the Declarant under the Master CC&R's, hereby consents to and approves the annexation of Moonridge Subdivision No. 5 into the Master CC&R's and assigns to Shooting Star, LLC the rights of Moonridge Development, LLC to perform this annexation.

Dated this 13th day of February, 2002.

Moonridge Development , LLC


By 
Title: Managing

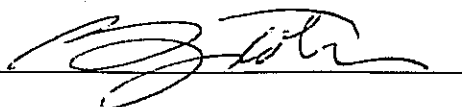
CONSENT TO ANNEXATION
BY MOONRIDGE NEIGHBORHOOD ASSOCIATION

Moonridge Neighborhood Association, Inc., the Homeowner's Association for all Moonridge Subdivisions, hereby consents to and approves the annexation of Moonridge Subdivision No. 5 into the Master CC&R's and into the jurisdiction of the Association.

Dated this 26 day of MARCH, 2002.

Moonridge Neighborhood Association, Inc.

By , Director

By , Director



Engineers Surveyors Planners

Exhibit A

Project: 11755
Date: June 13, 2001
Revised: June 18, 2001
Revised: March 6, 2002

MOONRIDGE SUBDIVISION NO. 5 BOUNDARY
A PORTION OF GOVERNMENT LOTS 2 AND 3 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lots 2 and 3 of Section 1, T.2 N., R.1 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the North ¼ corner of said Section 1, also being the Northwest corner of Government Lot 2 of said Section 1, said point also being the Northeast corner of Moonridge Subdivision No. 2 as shown on the official plat thereof in Book 80 of Plats at page 8674 in the records of said Ada County, said point being the TRUE POINT OF BEGINNING;

thence along the Northerly boundary of Government Lot 2 of said Section 1, South 89°41'06" East, 795.00 feet to a point;

thence leaving the Northerly boundary of said Government Lot 2, running South 00°25'48" West, 131.30 feet to a point;

thence North 78°23'35" West, 51.50 feet to a point of non-tangent curve;

thence along said curve to the right 17.36 feet, said curve having a radius of 25.00 feet, a central angle of 39°47'29", tangents of 9.05, and a long chord of 17.02 feet which bears South 9°10'08" West to a point;

thence South 78°23'35" East, 54.13 feet to a point;

thence South 00°25'48" West, 82.08 feet to a point;

thence South 12°31'11" West, 71.62 feet to a point;

thence South 00°25'48" West, 140.00 feet to a point;

thence South 89°34'20" East, 280.28 feet to a point;

thence South 00°18'54" West, 140.00 feet to a point;

thence South 09°00'29" West, 70.81 feet to a point;

thence South 00°25'48" West, 85.00 feet to a point;

thence South 07°24'06" East, 211.92 feet to a point;

thence South 42°43'40" West, 59.83 feet to a point;

thence North 47°16'20" West, 225.82 feet to a point of curvature;

thence along said curve to the left 503.63 feet, said curve having a radius of 838.00 feet, a central angle of 34°26'04", tangents of 259.68, and a long chord of 496.09 feet which bears North 64°29'23" West to a point;

thence South 03°04'00" East, 98.18 feet to a point;

thence South 37°59'52" East, 15.01 feet to a point;





Engineers Surveyors Planners

Exhibit A

Moonridge Subdivision No. 5
June 13, 2001
Revised: June 18, 2001
Revised: March 6, 2002
Page 2

- thence South 76°10'37" East, 80.87 feet to a point;
- thence South 16°59'23" West, 130.00 feet to a point;
- thence South 27°06'07" East, 72.86 feet to a point;
- thence South 23°27'00" West, 100.21 feet to a point;
- thence South 58°39'40" East, 115.18 feet to a point;
- thence South 53°55'21" East, 57.71 feet to a point;

thence South 14°44'25" West, 185.04 feet to a point on the Southerly boundary of said Government Lot 2 of Section 1, said point also lying on the Northerly boundary of Huckleberry Estates Subdivision No. 1 as shown on the official plat thereof in Book 80 of Plats at page 8684 in the records of said Ada County;

thence North 89°16'19" West, 573.69 feet along the Southerly boundary of said Government Lot 2 and Northerly boundary of said Huckleberry Subdivision No. 1 to an aluminum cap marking the Southwesterly corner said Government Lot 2, also marking the Southeasterly corner of Moonridge Subdivision No. 4 as shown on the official plat thereof in Book 82 of Plats at page 1033 in the records of said Ada County;

thence leaving the Southerly boundary of said Government Lot 2, running North 00°25'48" East, 279.02 feet along the Westerly boundary of said Government Lot 2, also being the Easterly boundary of said Moonridge Subdivision No. 4 to a point;

thence leaving the Westerly boundary of said Government Lot 2, and running along the Easterly boundary of said Moonridge Subdivision No. 4 the following successive courses and distances:

- North 62°23'59" West, 69.86 feet to a point;
- North 00°25'51" East, 100.00 feet to a point;
- North 24°58'20" East, 54.97 feet to a point;
- North 00°25'51" East, 100.00 feet to a point;

South 89°34'12" East, 39.32 feet to a found 5/8" iron pin marking the Southeasterly corner of said Moonridge Subdivision No. 2, also being the Westerly boundary of said Government Lot 2;

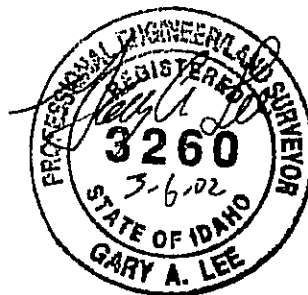
thence North 00°25'48" East, 744.20 feet along the Westerly boundary of said Government Lot 2, also being the Easterly boundary of said Moonridge Subdivision No. 2 to THE TRUE POINT OF BEGINNING.

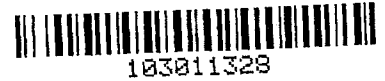
Said parcel containing 22.97 acres, more or less.

END OF DESCRIPTION

Prepared by:
J-U-B ENGINEERS, Inc.

Gary A. Lee, P.E./L.S.
f:\ProjectManagers\GAL\11755\Descriptons\Moonridge 5 Boundary.doc





**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 6 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation Of Moonridge Subdivision No. 6 is made effective the 22 day of January, 2003, by Shooting Star LLC (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 13141 W. Bluebonnet Ct. Boise, Idaho 83713.

ARTICLE 1
ANNEXATION

1.1 NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 6 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision into the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This shall also bind all subsequent purchasers or owners of any Lot in this subdivision.

**1.2 NOTICES REGARDING W. LAKE HAZEL ROAD; AREA
AGRICULTURAL OPERATIONS AND COMPACTED FILL:**

1.2.1 W. Lake Hazel Road. Ada County Highway District may in the future turn W. Lake Hazel Road (which lies adjacent to this subdivision) into an arterial road which would result in additional traffic counts for that road. When and if this arterial road is eventually constructed, the rear Lot lines of Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 14, and Lot 2, Block 16 will be adjacent to the ten foot wide Common Area landscape Lots (Lot 3, Block 14 and Lot 1, Block 16) along the future proposed road, and therefore these

rear Lot lines will be ten (10) feet from the future W. Lake Hazel Road right-of-way.

1.2.2 Agricultural Operations. There are agricultural operations in the vicinity of this subdivision. Owners are hereby given notice that farm odors, dust or flying insects may result from the proximity to farming operations. Reference is made to section 22-4503 of the Idaho Code, commonly called the "Right to Farm Act" which is set out in the notes to the plat of this subdivision. Roughly paraphrased, this act provides that an agricultural operation is not a nuisance to incoming developments if that agricultural operation was there first.

1.2.3 Compacted Fill: Due to the topography of the land in this subdivision, all Owners are advised that some of the Lots have compacted or engineered fill on the Lot.

1.3 ANNEXATION OF MOONRIDGE SUBDIVISION NO. 6 INTO MASTER CC&R'S FOR MOONRIDGE SUBDIVISION:

1.3.1 Property Annexed; Moonridge Subdivision No. 6. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 6. Each Lot Owner, by accepting a deed to any Lot in Moonridge Subdivision No. 6 agrees that such Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.3.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870 (the "Master CC&R's"). The Master CC&R's are incorporated herein as if set forth in full. The legal description of Moonridge Subdivision No. 1 is attached to the Master CC&R's.

Moonridge Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 27th day of June, 2000 as Instrument No. 100049930. The legal description of the property in Moonridge Subdivision No. 2 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 3 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 19th day of

September, 2000 as Instrument No. 100074886. The legal description of the property in Moonridge Subdivision No. 3 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 4 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 21st day of October, 2001, as Instrument No. 101097060. The legal description of the property in Moonridge Subdivision No. 4 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 5 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 28th day of May, 2002, as Instrument No. 102059854. The legal description of the property in Moonridge Subdivision No. 5 is attached to that Declaration of Annexation.

1.3.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation for Moonridge Subdivision No. 6 shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's for Moonridge Subdivision and all Declarations of Annexation for Moonridge Subdivisions No. 2, 3, 4, 5 and No. 6 shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

1.3.4 Authority; Consent to Annexation: This Declaration of Annexation is made pursuant to the Master CC&R's which provide for this annexation, and for annexation of subsequent phases of Moonridge Subdivision. Copies of the consents to this Annexation are attached hereto as Appendix 1.

1.3.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivisions No. 1, 2, 3, 4, 5 and 6 shall be treated as one subdivision and shall be subject to the Master CC&R's and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge Subdivision No. 6 (and any future annexations to Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however**, that the provisions in Article 2 and 3 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 6, shall apply to Moonridge Subdivision No. 6. Other than the provisions specifically set out in Article 2 and 3 below, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision.

**SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 6**

**ARTICLE 2
BUILDING RESTRICTIONS**

2.1 Architectural Control; Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color scheme, has been approved by the Board or persons designated by the Board to approve same. The approval will not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision. Provided, however, The duties of architectural control for all of the initial structures in Moonridge Subdivision No. 6 shall be performed by Declarant. All initial such requests shall be given to Declarant c/o Daniel A. Wood and Dixie Wood whose address is 13141 W. Bluebonnet Ct. Boise, Idaho 83713. After the last dwelling has been constructed in Moonridge Subdivision No. 6, the duties of architectural control shall thereafter be performed by the Board of Directors of the Association as set out in the Master CC&R's.

2.2 Association Assessments: All initial Assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No. 6 shall be as follows:

| | |
|----------|--|
| \$150.00 | Initial Regular Assessment, (pro-rated as of date of closing); |
| \$ 50.00 | Transfer Assessment; |
| \$175.00 | Start-up Fee Assessment. |

Twenty-five dollars (\$25) of the Start-up assessment shall be distributed by the Association to the management company managing the subdivision for the purposes of setting up the books to include all of the Lots in Moonridge Subdivision No. 6 into the Association. All Assessments thereafter shall be governed by the Master CC&R's for Moonridge Subdivision.

2.3 Use, Size and Height of Dwelling Structure. All Building Lots in Moonridge Subdivision No. 6 shall be used exclusively for single-family residential purposes with a minimum 1,200 square feet of floor area. For purposes of determining square footage, eaves, steps, open porches, garages,

and patios shall be excluded. No structure shall be more than two stories. Split-entry homes shall not be permitted.

2.4 Basements: Basements are prohibited in this subdivision.

2.5 Grading and Drainage Requirements. Each Owner shall grade and drain his individual Lot or property (and maintain that grading and drainage) to prevent the runoff or drainage of water (whether irrigation or storm) onto any adjacent property. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) All Lots and property shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

A) the Lot or property will drain sufficiently away from the foundation with a proper slope to keep water out of the crawl space of the home;

B) drainage will be directed to the rear and front yards of the Lot and away from adjacent property;

C) grading and drainage shall comply with local building code or ordinance requirements.

2.5.1 Owner's Duty and Liability. It shall be the specific affirmative duty of each Owner to prevent any water (whether irrigation or storm) on that Owner's lot from draining onto any other property or other Owner's Lot. These duties may include, but are not limited to, adjusting the elevations of the Lot, installing retaining walls or other barriers at Lot boundary lines, constructing drainage trenches or any other type drainage facilities. In the event that an Owner does not adequately maintain the grade, drainage and slope of the Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent property causing damage or injury, only the offending Owner shall be liable for any damages resulting therefrom.

2.5.2 Other Remedies. In the event that any of Declarant's property, or any Association Common Areas are adversely impacted by an Owner's failure to comply with these grading and drainage requirements,

Declarant, and/or the Association shall have the right (but not the duty or the obligation), after thirty (30) days written notice to the offending Owner to enter upon the offending Owner's property and perform such reasonable remedial actions as are necessary to prevent any flooding or drainage problems. (No notice is required in an emergency situation where life or property are in imminent peril.) In the event of any remedial action, the offending Owner shall reimburse all costs and expenses relating thereto to respective party within thirty (30) days of billing. These costs shall be treated by the Association as a "Limited Assessment" against the offending Owner and if unpaid shall be a lien against the property as provided in these Master CC&R's.

2.5.3 Declarant Not Responsible. In no event shall the Declarant, or the Association, (and the officers, directors, members, shareholders, agents or employees thereof) have any liability for, or any responsibility or duty to correct, any grading or drainage problems on any Owner's Lot.

2.6 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; (d) no more than 120 square feet in area and no more than eight feet high; and d) approved by the board.

2.7 Setbacks; Special Easements. All setbacks shall comply with the pertinent local government Ordinances; Provided, however, certain Lots may have special easements along the Lot boundary lines which are larger than the local setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

2.7.1 Special Easement Lot 21, Block 15. The south east ten (10) feet of Lot 21, Block 15, along the common boundary with Lot 22, Block 15, is subject to a special public utilities easement. No foundations or other building structures shall be installed in this easement area.

2.8 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

2.9 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. Bay windows, broken roof lines, gables, hip roofs, etc. are encouraged as are brick, stone or stucco for the full height columns on the sides of the garage. Also encouraged are brick, stone or stucco full wainscoting on the front exposure.

2.10 Solar Covenants. Because Boise City has repealed its Solar Ordinances, no Solar Covenants apply to Lots in Moonridge Subdivision No. 6.

2.11 Commercial Activity. Except for an at home office or a once a year garage sale, no part of the property and no structures thereon shall be used for any type of commercial purposes. Specifically prohibited uses shall include, but are not limited to; a) any sales or retail facilities (except Grantor's Lot sales offices), b) day-care or child care, c) animal care, kennels, or animal breeding.

2.12 Driveways. All Lots shall have a paved concrete driveway and a minimum of two paved concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel.

2.13 Roofs; Colors. Bright, bold, yellow, or very dark building body colors shall be discouraged. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be composition shingles. Approval of exterior colors must be obtained from the Board, and any future changes to colors or exterior must be approved by the Board. Dark roof colors shall be encouraged.

2.14 Pole Lights. Each home shall have a photo-sensitive pole light installed in the front yard prior to occupancy, ideally within five (5) feet of the sidewalk and five (5) feet of the driveway, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the builder constructing the home.

2.15 Landscaping. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home and such landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping, at a minimum, shall include sod in the front yard and at least one tree of 2" caliper in the front yard. Grass in the back yard shall be planted, hydro-seeded or sodded within one year of occupancy.

2.16 Fences.

2.16.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The Association may, in its sole discretion, maintain some or all of the perimeter fencing as a Common Area expense.

2.16.2 Other Owner Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along ditches or water retention areas or those portions of which abut a common area, and then only after approved.

2.17 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

2.18 Antennae. For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located, where practical, to the rear of the structure and reasonably screened from view of

other front and side Lot Owners. The installation plan and the location shall be first reviewed by the Board.

2.19 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

2.20 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

2.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in the Master CC&R's.

2.22 Unsightly Articles. No unsightly articles shall be permitted to remain on any property so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or screened from view. Vacant residential structures shall not be used for storage.

2.23 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

2.24 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, 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 enclosed by a concealing structure approved by the Board. No vehicles taller than nine feet or longer than 25 feet shall be allowed to be stored on any portion of the property. Notwithstanding anything contained herein, a boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three days.

2.25 Removal of Vehicles; Warning; Costs. The Board or its representatives may remove any vehicles in violation of this section at any time after giving the Owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs.

2.26 Animals/Pets. No farm animals; animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run shall be screened from view of adjacent lots, and must be approved by the Board.

2.27 Signs. No sign shall be displayed to public view without the approval of the Board except: (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

ARTICLE 3 **OTHER PROVISIONS**

3.1 Common Areas: In Moonridge Subdivision No. 6, the following Lots are designated as Common Areas or common landscaped areas:

| | | |
|-------|----------|---|
| Lot 3 | Block 14 | Landscaping Lot Subject to easements for public utilities, drainage and irrigation |
| Lot 1 | Block 16 | Landscaping Lot Subject to easements for public utilities, drainage and irrigation |

These Common Area Lots in Moonridge No. 6 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's and herein.

3.2 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association in all Moonridge Subdivisions, the Association shall also maintain the landscaping in the ACHD Right of Way (if any) lying between the Common Area Lots in Moonridge Subdivisions and the pavement of W. Lake Hazel Road. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain this Right of Way area then the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

3.3 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized urban irrigation system (PUIS) constructed for Moonridge Subdivision No. 6, and connecting with that PUIS built for all other Moonridge Subdivisions. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS.

Each Lot Owner shall be responsible for his or her own irrigation sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

3.3.1 Water Costs. All irrigation water costs shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot Owners. Each such Lot Owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

3.3.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

3.3.3 Supplemental Water. Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs relating to this supplemental water, if any, shall be paid pro-rata the same as for the other irrigation waters set out herein.

3.3.4 No Liability. Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any Lot Owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any Lot Owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

3.3.5 Pressurized Irrigation System Ownership; Easements. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

3.3.6 District Agreement. Each Lot in this subdivision is subject to that Agreement entitled

“AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 6), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 6 BY DEVELOPER”

entered into between Declarant and New York Irrigation District, and recorded on the 31 day of October, 2002 in Ada County as Instrument No. 102127196. All of the terms and conditions of that Agreement are incorporated herein as if set out in full.

3.3.7 WARNING! IRRIGATION WATER IS NOT DRINKABLE.

Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

NEVER DRINK WATER FROM THE PRESSURIZED IRRIGATION SYSTEM

It is the duty of each Owner to:

- A) educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;
- B) ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;
- C) not remove any existing tags or other warning markers from the pressure irrigation risers;

D) not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

3.3.8 No Liability for Quality of Water. Neither the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

3.4 Sewer Monthly Charges. Each Lot Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Lot Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

3.5 Sewer Inspection. Each Lot Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

3.6 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

3.7 Street Lights. Any street lights installed by Declarant shall be maintained and operated by the Association as a common area expense until such time as the City of Boise or other governmental agency takes over the maintenance and operation thereof. Maintenance and operation shall include all repairs and costs of power.

DATED THIS 22 day of January, 2003.

Shooting Star, LLC

By *Daniel A. Wood*
Daniel A. Wood
Title: Manager

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

On this 22 day of January, 2003, before me, the undersigned a Notary Public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Manager of Shooting Star LLC, the limited liability company that executed the instrument and the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Shannon Goodrich
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-4-07

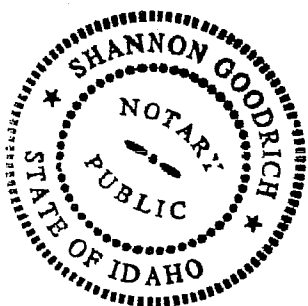




Exhibit A

Project: 11818
Date: June 27, 2002

MOONRIDGE SUBDIVISION NO. 6 BOUNDARY
A PORTION OF GOVERNMENT LOT 2 AND THE SW ¼ NE ¼ OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lot 2 and the SW ¼ NE ¼ of Section 1, T.2 N., R.1 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the North ¼ corner of said Section 1, also being the Northwest corner of Government Lot 2 of said Section 1, said point also being the Northwest corner of Moonridge Subdivision No. 5 as shown on the official plat thereof in Book 84 of Plats at page 9267 in the records of said Ada County; thence along the Westerly boundary of said Government Lot 2 South 00° 25' 48" West, 1,305.12 feet to the Southwest corner of said subdivision and the Southwest corner of said Government Lot 2, said point lying on the Northerly boundary of Huckleberry Estates Subdivision No. 1 as shown on the official plat thereof in Book 80 of Plats at page 8683 in the records of said Ada County; thence along the Southerly boundary of said Moonridge Subdivision No. 5 and Northerly boundary of said Huckleberry Estates Subdivision No. 1 and the Southerly boundary said Government Lot 2, South 89° 16' 19" East, 573.69 feet to the Southeasterly corner of said subdivision, said point being the TRUE POINT OF BEGINNING;

thence leaving the Southerly boundary of said Government Lot 2 and Northerly boundary of said Huckleberry Estates Subdivision No. 1, and running along the Easterly boundary of said Moonridge Subdivision No. 5 the following successive courses and distances:

North 14° 44' 25" East, 185.04 feet to a point;

North 53° 55' 21" West, 57.71 feet to a point;

North 58° 39' 40" West, 115.18 feet to a point;

North 23° 27' 00" East, 100.21 feet to a point;

North 27° 06' 07" West, 72.86 feet to a point;

North 16° 59' 23" East, 130.00 feet to a point;

North 76° 10' 37" West, 80.87 feet to a point;

North 37° 59' 52" West, 15.01 feet to a point of non-tangent curve;

thence leaving the Easterly boundary of said subdivision along said curve to the right 426.60 feet, said curve having a radius of 742.00 feet, a central angle of 32° 56' 29", tangents of 219.38, and a long chord of 420.75 feet which bears South 63° 44' 35" East to a point;

thence South 47° 16' 20" East, 502.58 feet to a point;

thence South 42° 43' 40" West, 190.00 feet to a point;





thence North $47^{\circ}16'20''$ West, 48.73 feet to a point;

thence South $69^{\circ}03'49''$ West, 35.85 feet to a point of non-tangent curve;

thence along said curve to the left 6.50 feet, said curve having a radius of 75.00 feet, a central angle of $4^{\circ}57'46''$, tangents of 3.25, and a long chord of 6.49 feet which bears South $02^{\circ}55'05''$ West to a point;

thence North $89^{\circ}33'48''$ West, 148.30 feet to a point on the Easterly boundary of said Huckleberry Estates Subdivision No. 1;

thence along said Easterly boundary North $00^{\circ}26'12''$ East, 63.42 feet to the Northeasterly corner of said Huckleberry Estates Subdivision No. 1, said point being on the Southerly line of said Government Lot 2;

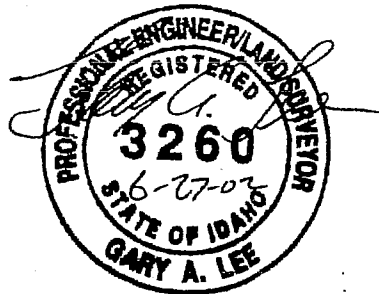
thence along said Southerly boundary and said Northerly boundary of Huckleberry Estates Subdivision No. 1 North $89^{\circ}16'19''$ West, 259.16 feet to THE TRUE POINT OF BEGINNING.

Said parcel containing 5.38 acres, more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.



GAL:lhc

Gary A. Lee, P.E./L.S.

f:\ProjectManagers\GAL\11818\Descriptions\Moonridge 6 Boundary.doc



CONSENT TO ANNEXATION
AND ASSIGNMENT OF RIGHT TO ANNEX

Moonridge Development LLC, the Declarant under the Master CC&R's, hereby consents to and approves the annexation of Moonridge Subdivision No. 6 into the Master CC&R's and assigns to Shooting Star, LLC the rights of Moonridge Development, LLC to perform this annexation.

Dated this 30th day of December, 2002.

Moonridge Development , LLC

By David A Wood
Title: managing member

CONSENT TO ANNEXATION
BY MOONRIDGE NEIGHBORHOOD ASSOCIATION

Moonridge Neighborhood Association, Inc., the Homeowner's Association for all Moonridge Subdivisions, hereby consents to and approves the annexation of Moonridge Subdivision No. 6 into the Master CC&R's and into the jurisdiction of the Association.

Dated this 30th day of December, 2002.

Moonridge Neighborhood Association, Inc.

By [Signature], Director

By Kimi Olson, Director

By David A Wood, Director

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/16/03 04:46 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
DAN WOODS
AMOUNT 60.00

20



20

**DECLARATION OF ANNEXATION OF MOONRIDGE
SUBDIVISION NO. 7 TO THAT DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MOONRIDGE SUBDIVISION**

This Declaration of Annexation Of Moonridge Subdivision No. 7 is made effective the 15th day of May, 2003, by Shooting Star LLC (hereinafter "Grantor" or "Declarant") whose address is c/o Daniel A. Wood, 2025 E. Chateau Street, Meridian, Idaho 83642.

ARTICLE 1
ANNEXATION

1.1 NOTICE OF FUTURE ANNEXATION INTO CITY OF BOISE:

Each Buyer of a lot in Moonridge Subdivision No. 7 is notified that the recording of the plat to this subdivision shall be deemed and construed as a request for, and the consent to, the annexation of the property in this subdivision into the corporate limits of Boise City. This request for, and consent to, annexation shall be continuing and each Owner of any Lot in this subdivision shall be bound by this request and consent to annexation. This shall also bind all subsequent purchasers or owners of any Lot in this subdivision.

1.2 NOTICES REGARDING W. LAKE HAZEL ROAD; AREA AGRICULTURAL OPERATIONS AND COMPACTED FILL:

1.2.1 W. Lake Hazel Road. Ada County Highway District may in the future turn W. Lake Hazel Road (which lies adjacent to this subdivision) into an arterial road which would result in additional traffic counts for that road. When and if this arterial road is eventually constructed, the side Lot line of Lot

25, Block 13 will be adjacent to the ten foot wide Common Area landscape Lot (Lot 26, Block 13) along the future proposed road, and therefore that side Lot line will be ten (10) feet from the future W. Lake Hazel Road right-of-way.

1.2.2 Agricultural Operations. There are agricultural operations in the vicinity of this subdivision. Owners are hereby given notice that farm odors, dust or flying insects may result from the proximity to farming operations. Reference is made to section 22-4503 of the Idaho Code, commonly called the "Right to Farm Act" which is set out in the notes to the plat of this subdivision. Roughly paraphrased, this act provides that an agricultural operation is not a nuisance to incoming developments if that agricultural operation was there first.

1.2.3 Compacted Fill: Due to the topography of the land in this subdivision, all Owners are advised that some of the Lots have compacted or engineered fill on the Lot.

1.3 ANNEXATION OF MOONRIDGE SUBDIVISION NO. 7 INTO MASTER CC&R'S FOR MOONRIDGE SUBDIVISION:

1.3.1 Property Annexed; Moonridge Subdivision No. 7. The property hereby annexed is that real property legally described in Exhibit A which is attached hereto. This property is owned by the Declarant. Once the final plat of this property is recorded it will be known as Moonridge Subdivision No. 7. Each Lot Owner, by accepting a deed to any Lot in Moonridge Subdivision No. 7 agrees that such Lot is subject to the Master CC&R's referred to herein and to this Declaration of Annexation.

1.3.2 Existing Property and CC&R's to Which Property is Annexed: This annexed property is hereby annexed into that Declaration of Covenants, Conditions and Restrictions for Moonridge Subdivision (No. 1) which Declaration was recorded the 3rd day of December 1999, in Ada County as Instrument No. 99115870 (the "Master CC&R's"). The Master CC&R's are incorporated herein as if set forth in full. The legal description of Moonridge Subdivision No. 1 is attached to the Master CC&R's.

Moonridge Subdivision No. 2 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 27th day of June, 2000 as Instrument No. 100049930. The legal description of the

property in Moonridge Subdivision No. 2 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 3 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 19th day of September, 2000 as Instrument No. 100074886. The legal description of the property in Moonridge Subdivision No. 3 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 4 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 21st day of October, 2001, as Instrument No. 101097060. The legal description of the property in Moonridge Subdivision No. 4 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 5 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 28th day of May, 2002, as Instrument No. 102059854. The legal description of the property in Moonridge Subdivision No. 5 is attached to that Declaration of Annexation.

Moonridge Subdivision No. 6 was annexed into the Master CC&R's by that Declaration of Annexation recorded in Ada County on the 22nd day of January, 2003, as Instrument No. 103011328. The legal description of the property in Moonridge Subdivision No. 6 is attached to that Declaration of Annexation.

1.3.3 Master CC&R's and Declaration of Annexation Run With Annexed Land: The Master CC&R's referred to above and the provisions of this Declaration of Annexation for Moonridge Subdivision No. 7 shall run with the annexed land described in Exhibit A attached hereto. The Master CC&R's for Moonridge Subdivision and all Declarations of Annexation for Moonridge Subdivisions No. 2, 3, 4, 5, 6 and No. 7 shall be read together and construed as one document, governing all subdivisions together as if they were all one subdivision and as if all had been done at the same time.

1.3.4 Authority; Consent to Annexation: This Declaration of Annexation is made pursuant to the Master CC&R's which provide for this annexation, and for annexation of subsequent phases of Moonridge Subdivision. Copies of the consents to this Annexation are attached hereto as Appendix 1.

1.3.5 Effect: The effect of this Declaration of Annexation shall be that Moonridge Subdivisions No. 1, 2, 3, 4, 5, 6 and 7 shall be treated as

one subdivision and shall be subject to the Master CC&R's and shall be governed by the Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's. All property and Lots in Moonridge Subdivision No. 7 (and any future annexations to Moonridge Subdivision) shall be subject to all provisions of the Master CC&R's; **Provided, however,** that the provisions in Article 2 and 3 of this Declaration of Annexation (set out below) which are specific to the land in Moonridge Subdivision No. 7, shall apply to Moonridge Subdivision No. 7. Other than the provisions specifically set out in Article 2 and 3 below, the Master CC&R's govern all Lots in all Moonridge Subdivisions and the Association shall manage all Common Area Lots in all Moonridge Subdivisions as if all were one subdivision.

**SPECIFIC PROVISIONS APPLYING TO
PROPERTY AND LOTS IN MOONRIDGE SUBDIVISION NO. 7**

**ARTICLE 2
BUILDING RESTRICTIONS**

2.1 Architectural Control; Prior Plan Approval. No improvement or obstruction shall be placed or permitted to remain upon any part of the property unless a written request for approval, containing the plans, specifications, and exterior color scheme, has been approved by the Board or persons designated by the Board to approve same. The approval will not be unreasonably withheld if the plans and specifications comply with these CC&R's, government ordinances, and are in general in harmony with the existing structures located in this Subdivision. Provided, however, The duties of architectural control for all of the initial structures in Moonridge Subdivision No. 7 shall be performed by Declarant. All initial such requests shall be given to Declarant c/o Daniel A. Wood and Dixie Wood whose address is 2025 E. Chateau Street, Meridian, Idaho 83642. After the last dwelling has been constructed in Moonridge Subdivision No. 7, the duties of architectural control shall thereafter be performed by the Board of Directors of the Association as set out in the Master CC&R's.

2.2 Association Assessments: All initial Assessments to Moonridge Neighborhood Association, Inc. for Lots in Moonridge Subdivision No. 7 shall be as follows:

\$150.00 Initial Regular Assessment,
(pro-rated as of date of
closing);
\$ 50.00 Transfer Assessment;
\$175.00 Start-up Fee Assessment.

Twenty-five dollars (\$25) of the Start-up assessment shall be distributed by the Association to the management company managing the subdivision for the purposes of setting up the books to include all of the Lots in Moonridge Subdivision No. 7 into the Association. All Assessments thereafter shall be governed by the Master CC&R's for Moonridge Subdivision.

2.3 Use and Size of Dwelling Structure. All Building Lots in Moonridge Subdivision No. 7 shall be used exclusively for single-family residential purposes with a minimum 1,200 square feet of floor area. For purposes of determining square footage, eaves, steps, open porches, garages, and patios shall be excluded. Split-entry homes shall not be permitted.

2.4 Basements: Basements are prohibited in all Lots in this subdivision EXCEPT for Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24, Block 13 where they are permitted but only under the following circumstances: Each builder and/or Owner must first secure a certification from a licensed engineer that the water table, slope and soil conditions are proper for a basement or a day light basement. Declarant and its agents, officers and shareholders shall have no liability of any kind for any basements which are constructed. Each builder and Owner builds and owns their basement at their own risk.

2.5 Grading and Drainage Requirements. Each Owner shall grade and drain his individual Lot or property (and maintain that grading and drainage) to prevent the runoff or drainage of water (whether irrigation or storm) onto any adjacent property. Each Owner shall also refrain from using excessive irrigation water that overflows onto adjacent property. (Excessive irrigation may also cause water to settle into crawl spaces and create numerous problems relating thereto.) All Lots and property shall be graded at the time of building (and such grading shall be maintained thereafter) so that:

- A) The Lot or property will drain sufficiently away from the foundation with a proper slope to keep water out of the crawl space of the home;

- B) Drainage will be directed to the rear and front yards of the Lot and away from adjacent property;
- C) Grading and drainage shall comply with local building code or ordinance requirements.

2.5.1 Owner's Duty and Liability. It shall be the specific affirmative duty of each Owner to prevent any water (whether irrigation or storm) on that Owner's lot from draining onto any other property or other Owner's Lot. These duties may include, but are not limited to, adjusting the elevations of the Lot, installing retaining walls or other barriers at Lot boundary lines, constructing drainage trenches or any other type drainage facilities. In the event that an Owner does not adequately maintain the grade, drainage and slope of the Lot as provided herein, or uses excessive irrigation water, and water flows off the Lot onto an adjacent property causing damage or injury, only the offending Owner shall be liable for any damages resulting therefrom.

2.5.2 Other Remedies. In the event that any of Declarant's property, or any Association Common Areas are adversely impacted by an Owner's failure to comply with these grading and drainage requirements, Declarant, and/or the Association shall have the right (but not the duty or the obligation), after thirty (30) days written notice to the offending Owner to enter upon the offending Owner's property and perform such reasonable remedial actions as are necessary to prevent any flooding or drainage problems. (No notice is required in an emergency situation where life or property are in imminent peril.) In the event of any remedial action, the offending Owner shall reimburse all costs and expenses relating thereto to respective party within thirty (30) days of billing. These costs shall be treated by the Association as a "Limited Assessment" against the offending Owner and if unpaid shall be a lien against the property as provided in these Master CC&R's.

2.5.3 Declarant Not Responsible. In no event shall the Declarant, or the Association, (and the officers, directors, members, shareholders, agents or employees thereof) have any liability for, or any responsibility or duty to correct, any grading or drainage problems on any Owner's Lot.

2.6 Accessory Structures. There shall be no metal or wood storage attachments to any home except as approved by the Board. Storage sheds attached to the residential structure, and patio covers, shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. Only one outbuilding per Lot shall be allowed, and it shall be a) constructed of quality material; b) completed, finished and painted in the same general color as the main house; c) generally screened from public view; (d) no more than 120 square feet in area and no more than eight feet high; and d) approved by the board.

2.7 Setbacks; Special Easements. All setbacks shall comply with the pertinent local government Ordinances; Provided, however, certain Lots may have special easements along the Lot boundary lines which are larger than the local setbacks. These special easements are identified on the plat or described herein. For those Lots with these special easements, the foundation of the building shall not encroach on that easement area, and that easement area shall be the required setback.

2.8 Garages. All residential homes shall have an attached enclosed garage which holds no less than two cars and shall be constructed of the same materials and colors as the main building or as approved. Garages shall not to be used as living quarters nor to be used primarily as storage. Garages are primarily for the parking of vehicles. In no case shall a garage be used for storage leaving no room therein for the parking of vehicles.

2.9 Exterior; Appearance. No vinyl or metal siding shall be allowed for the exterior of any dwelling. Bay windows, broken roof lines, gables, hip roofs, etc. are encouraged as are brick, stone or stucco for the full height columns on the sides of the garage. Also encouraged are brick, stone or stucco full wainscoting on the front exposure.

2.10 Solar Covenants. Because Boise City has repealed its Solar Ordinances, no Solar Covenants apply to Lots in Moonridge Subdivision No. 7.

2.11 Commercial Activity. Except for an at home office or a once a year garage sale, no part of the property and no structures thereon shall be used for any type of commercial purposes. Specifically prohibited uses shall include, but are not limited to; a) any sales or retail facilities (except Grantor's

Lot sales offices), b) day-care or child care, c) animal care, kennels, or animal breeding.

2.12 Driveways. All Lots shall have a paved concrete driveway and a minimum of two paved concrete car parking spaces within the boundaries of each Lot. No driveway or parking area shall be asphalt, dirt, rock or gravel.

2.13 Roofs; Colors. Bright, bold, yellow, or very dark building body colors shall be discouraged. Roofs must be of at least 5 in 12 pitch. No gravel roofs are allowed. Roofing materials shall be composition shingles. Approval of exterior colors must be obtained from the Board, and any future changes to colors or exterior must be approved by the Board. Dark roof colors shall be encouraged.

2.14 Pole Lights. Each home shall have a photo-sensitive pole light installed in the front yard prior to occupancy, ideally within five (5) feet of the sidewalk and five (5) feet of the driveway, with a minimum bulb power of 40 watts, designed to switch on automatically at sunset and off at sunrise. Installation is the specific responsibility of the builder constructing the home.

2.15 Landscaping. Berms and sculptured planting areas are strongly encouraged. Landscaping of the front yard shall be completed within thirty (30) days after occupancy of the home and such landscaping shall be the responsibility of each respective Owner of the Lot. The "front yard" shall be defined as that portion of the Building Lot from one side Lot line to the opposite side Lot line lying in front of the front exposure of the structure. For Building Lots on corners, the "front yard" shall also include that portion of the Building Lot from the front of the structure to the rear of the structure to the side street (i.e., the side yard next to the side street). Landscaping, at a minimum, shall include sod in the front yard and at least one tree of 2" caliper in the front yard. Grass in the back yard shall be planted, hydro-seeded or sodded within one year of occupancy.

2.16 Fences.

2.16.1 Subdivision Perimeter Fences. Grantor may construct a perimeter fence around portions of the exterior of this subdivision property. After Grantor has transferred title to any Lot which contains a portion of this perimeter fence it shall be the responsibility thereafter of the Owner of that Lot

to maintain, repair and/or replace as needed that portion of the perimeter fence on that Owner's Lot. The maintenance, repairs and/or replacement shall be performed so as to keep the perimeter fencing uniform, attractive and harmonious. The Association may, in it's sole discretion, maintain some or all of the perimeter fencing as a Common Area expense.

2.16.2 Owner Fences Adjacent to Lot 41, Block 12 (City/Canal Area). The Owners of the following Lots: Lots 40, 42 (Association Common Area Lot), 43, 44, 45, and 46, Block 12 which back up to Lot 41, Block 12 (the canal area to be owned by the City of Boise) shall be required to maintain the fence constructed along the rear boundary lines of these Lots and the adjacent boundary line of Lot 41. An easement is reserved over Lot 41 sufficient to provide for the maintenance, repair and replacement of this fence.

2.16.3 Other Owner Fences. Other Owner fences are not required. If a fence is desired, plans for it shall be approved prior to construction. Fences shall be of good quality and workmanship and shall be properly finished and maintained. Fences may be built of wood, such as a 6-foot, dog-eared cedar. Chain link fences are not allowed except along ditches or water retention areas or those portions of which abut a common area, and then only after approved.

2.17 Construction. No pre-existing, mobile home or prefabricated home shall be moved onto any Lot. All homes in this Subdivision must be constructed on the Lot. Once construction has begun, completion of each building or other improvement shall be diligently pursued and completed within 12 months.

2.18 Antennae. For general aesthetic reasons and the benefit of the entire subdivision, antennae or satellite dishes are to be located, where practical, to the rear of the structure and reasonably screened from view of other front and side Lot Owners. The installation plan and the location shall be first reviewed by the Board.

2.19 No Further Subdivision. No Building Lot may be split or subdivided without the prior written approval of the Board.

2.20 Nuisances. No rubbish, grass clippings or other debris of any kind shall be placed on, dumped on, or allowed to accumulate anywhere on the

Property, including Common Areas or vacant Building Lots. No unsanitary, unsightly, or offensive conditions shall be permitted to exist on any part of the Property. Noise or other nuisances in violation of local ordinances are prohibited. No Owner shall permit any noise, party or other activity in the Common Area which unreasonably interfere with the peace and quiet of the other Owners or occupants.

2.21 Exterior Maintenance; Owner's Obligations. All Improvements, especially the exterior appearance of the home, lawn, trees, fencing and landscaping shall be kept in good condition and repair. In the event an Owner permits an Improvement to fall into disrepair, or to create a dangerous, unsafe, hazardous, unsightly or unattractive condition, then the Board or Grantor, after thirty (30) days prior written notice to the offending Owner, shall have the right to enter upon that Owner's property to correct such condition. Owner shall be obligated to reimburse the Board or Grantor for all of the costs of the corrective action as set out in the Master CC&R's.

2.22 Unsightly Articles. No unsightly articles shall be permitted to remain on any property so as to be visible from any other Owner's property. Trash is to be kept in containers and areas approved by the Board. Clothing or fabrics are not to be hung or aired in such a way as to be visible to other property. No equipment, containers, lumber, firewood, grass, shrub or tree clippings, metals, bulk material, disabled vehicles, or scrap shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or screened from view. Vacant residential structures shall not be used for storage.

2.23 No Temporary Structures. No house trailer, mobile home, tent, shack or other temporary building, improvement or structure shall be placed upon any portion of the Property or on any streets. Temporary construction structures are permitted only during the time of construction.

2.24 No Unscreened Boats, Campers and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, motor homes, 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 enclosed by a concealing structure approved by the Board. No vehicles taller than nine feet or longer than 25 feet shall be allowed to be stored on any portion of the property.

Notwithstanding anything contained herein, a boat, camper, trailer or motor home may be parked in a driveway or in the street in front of the Owners Lot (if permitted by local ordinances) for a temporary time not to exceed three days.

2.25 Removal of Vehicles; Warning; Costs. The Board or its representatives may remove any vehicles in violation of this section at any time after giving the Owner fifteen (15) days written notice of its intent to do so. For any such vehicles removed, the Owner shall reimburse the Board, as a limited assessment, the costs thereof plus a management fee equal to ten percent (10%) of the costs.

2.26 Animals/Pets. No farm animals, animals creating a nuisance, or animals in violation of governmental ordinances shall be kept on any Property. Chronic dog barking shall be considered a nuisance. No more than two domestic cats and no more than two domestic dogs shall be allowed to inhabit any one Lot. All dogs outside the home or outside the Lot fence must be leashed. Pets shall not be allowed in the Common Areas unless leashed. Any kennel or dog run shall be screened from view of adjacent lots, and must be approved by the Board.

2.27 Signs. No sign shall be displayed to public view without the approval of the Board except: (1) signs used by Grantor in connection with the development and sale of the Property; (2) signs identifying the development; (3) informational signs by the Board displayed on Common Areas; (4) one sign of less than 12 square feet displayed by an Owner (other than Grantor) on that Owner's property advertising the home for sale or lease; and (5) signs required by the governing authorities. No signs other than Grantor's shall be placed in the Common Area without the written approval of the Board.

ARTICLE 3 **OTHER PROVISIONS**

3.1 Common Areas: In Moonridge Subdivision No. 7, the following Lots are designated as Common Lots, Common Areas or common landscaped areas:

| | | |
|--------|----------|--|
| Lot 38 | Block 12 | Micro-Path Lot Subject to easements for public utilities, drainage and irrigation; |
| Lot 42 | Block 12 | Micro-Path Lot |

| | | |
|--------|----------|--|
| | | Subject to Easements for Public Utilities, Drainage and Irrigation; |
| Lot 21 | Block 13 | Micro-Path Lot |
| | | Subject to Easements for Public Utilities, Drainage and Irrigation; |
| Lot 26 | Block 13 | Landscape Street Buffer Lot; ACHD Drainage Facility Easement Area. |

These Common Area Lots in Moonridge No. 7 shall be deeded to, managed by, and maintained by Moonridge Neighborhood Association, Inc., as set out in the Master CC&R's and herein. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise.

3.1.1 Micro-Paths: Lot 38, Block 12; Lot 21, Block 13; and Lot 42, Block 12 contain Micro-Paths and landscape areas and are subject to easements for public utilities, drainage and irrigation. These Lots are for the use and benefit of all residents in all Moonridge Subdivisions. These Micro-Paths shall be paved and landscaped as approved by the City of Boise and shall be for the ingress and egress of pedestrian and bicycle traffic. These Common Areas shall be owned and maintained by Moonridge Neighborhood Association, Inc., and such maintenance shall comply with all Boise City requirements and regulations for Micro-Path easement areas. The maintenance responsibilities relating thereto shall not be dissolved or vacated without the express written permission of the City of Boise. Any fences constructed on these Lots shall be common area fences and shall be maintained by the Association. Any fence built on private property adjacent to any Micro-Path shall be built only in accordance with all governmental ordinances, including but not limited to Boise's Micro-Path ordinances.

3.2 Lot 41, Block 12; Boise City Lot. Lot 41, Block 12 is subject to an easement for the maintenance, operation and control of the canal by New York Irrigation District/Boise Project Board of Control and is to be deeded to and owned by the City of Boise and use of that Lot is subject to the rules and regulations of the City of Boise and the Irrigation District. This Lot is subject to an easement of the adjacent property owners for the maintenance, repair and operation of the fence constructed on the common boundary lines. This Lot shall not be subject to these CC&R's nor subject to any Assessments by the Association.

3.3 ACHD Drainage Easement Area. Common Area Lot 26, Block 13 is subject to an ACHD blanket storm drainage easement as shown on the plat. This easement is to allow for the operation and maintenance of the storm water facilities in Lot 26, Block 13. This easement area shall remain free of all encroachments and obstructions (including trees and fences) which may adversely affect and obstruct the drainage operation and maintenance of the facility

3.4 ACHD Right of Way Landscape Areas. In addition to the Common Area Lots to be owned and maintained by the Association in all Moonridge Subdivisions, the Association shall also maintain the landscaping in the ACHD Right of Way (if any) lying between the Common Area Lots in Moonridge Subdivisions and the pavement of W. Lake Hazel Road IF these areas are built and so landscaped. This maintenance shall be done so long as ACHD continues to grant permission for this maintenance. At any time that ACHD may widen W. Lake Hazel or deny the right to maintain this Right of Way area then the maintenance thereof shall cease. In the meantime, this area shall be kept in lawn and shall be watered, fertilized and mowed regularly by the Association and shall be a Common Area expense of all Moonridge Subdivisions.

3.5 Easements of the Plat. Lots 44, Block 12 and Lot 15, Block 13 are subject to a 10 foot wide easement for public utilities, lot drainage and irrigation as shown on the plat. No buildings shall be built in these easement areas.

3.6 Pressurized Irrigation System. Irrigation water, when seasonally available, will be supplied through New York Irrigation District and /or Boise Project Board of Control (hereinafter "District") via a pressurized urban irrigation system (PUIS) constructed for Moonridge Subdivision No. 7, and connecting with that PUIS built for all other Moonridge Subdivisions. Other subdivisions may also be connected to the PUIS. This entire pressurized irrigation system shall be owned by District. All main lines, pumping works, irrigation facilities and the like shall be maintained and operated by District and each Lot Owner shall pay pro-rata (with all the other Lots served by the PUIS) for all of the costs associated with the maintenance, repair, replacement and operation of the PUIS.

Each Lot Owner shall be responsible for his or her own irrigation sprinkler system on the Lot. A Lot Owner shall be responsible for any damage done to the main system by that owner or that owner's agent or contractors.

3.6.1 Water Costs. All irrigation water costs shall be paid by the Lot Owners either from individual assessments against each Lot by District or other water suppliers; or, if the water supplier provides one billing to the Association for all of Moonridge Subdivisions, then the water costs shall be paid as part of the Association's pro-rata regular assessments to Lot Owners. Each such Lot Owner shall pay an equal pro-rata share of all the commonly billed water costs regardless of actual water used. Each Lot Owner shall use all reasonable efforts to conserve and not waste irrigation water.

3.6.2 Rotation; Rules. The Association Board may establish a water rotation schedule for all Lots and common areas in Moonridge Subdivisions and general rules for the times and use of irrigation water. All Lot Owners and occupants shall follow said water rotation schedules and any rules promulgated relative to the use of irrigation water. Failure to adhere to the rotation schedule or rules may, following notice from the Board, result in suspension of the right to use the pressurized system and irrigation water.

3.6.3 Supplemental Water. Supplemental water (in addition to the regular season irrigation water) for the irrigation system "may" be supplied by another entity or from another source. The costs relating to this supplemental water, if any, shall be paid pro-rata the same as for the other irrigation waters set out herein.

3.6.4 No Liability. Neither Declarant, nor District, or their agents, employees, officers, directors, or shareholders, nor the Association or its officers, directors, employees or agents, shall have any liability of any kind whatsoever to any Lot Owner or occupant for any claims or losses of any kind due to a failure of the water system or shortage of water for any reason. All such claims are specifically waived by any Lot Owner, occupant and any party recording a deed to a Lot in Moonridge Subdivisions.

3.6.5 Pressurized Irrigation System Ownership; Easements. Grantor will construct the pumping station and pressurized irrigation system for the Subdivision and any other Phases of the Subdivision which are annexed into the CC&R's. Following completion of each portion of the irrigation system, Grantor shall transfer title and ownership of that completed portion of the system to the District. A perpetual easement, as necessary for access to repair and maintain the common pressurized irrigation system and common irrigation lines, is reserved on each Lot in the Subdivision.

3.6.6 District Agreement. Each Lot in this subdivision is subject to that Agreement entitled

“AGREEMENT FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUIS) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 7), and FOR CONSTRUCTION OF PUIS IN MOONRIDGE SUBDIVISION NO. 7 BY DEVELOPER”

entered into between Declarant and New York Irrigation District, and recorded on the 14th day of March, 2003 in Ada County as Instrument No. 103042008. All of the terms and conditions of that Agreement are incorporated herein as if set out in full.

3.6.7 WARNING! IRRIGATION WATER IS NOT DRINKABLE. Notice is hereby given to each Owner in this subdivision that the water in the pressurized irrigation system is NOT fit for human consumption. It contains untreated ditch water, which may contain dirt, hazardous wastes, dangerous farm chemicals or disease-causing organisms. Drinking of the irrigation water may make a person sick, and while less likely, may result in death or permanent disability.

**NEVER DRINK WATER
FROM THE PRESSURIZED IRRIGATION SYSTEM**

It is the duty of each Owner to:

- A) Educate all family members, guests, tenants and invitees that the water from the pressurized irrigation system is not drinkable;
- B) Ensure that ALL of the faucets and risers in the pressurized irrigation system are adequately marked, and if not marked to check with the local health department to determine what type of markings are required by that health department or agency;
- C) Not remove any existing tags or other warning markers from the pressure irrigation risers;

- D) Not install, or maintain the installation of, any cross connections between the pressurized irrigation system and the drinking water system unless the cross connection has been approved in writing by the Association AND the supplier of the irrigation water AND the supplier of the drinking water AND the cross connection back flow prevention device meets all relevant governmental and building code requirements.

3.6.8 No Liability for Quality of Water. Neither the Association, the District nor the Declarant (or any members, employees, agents, officers, shareholders or directors thereof) shall have any liability OF ANY KIND to any Lot Owner, tenant, Association, member of the Association or any others for any losses, damages, or personal injuries relating in any respect to the quality of the irrigation water, or the ingestion of, or contact with, the irrigation water. Each Owner, tenant and occupant accepts the risk of using the irrigation water and waives any and all claims relating thereto.

3.7 Sewer Monthly Charges. Each Lot Owner shall connect to the Boise City public sewer system when a dwelling is constructed. A monthly sewer charge must be paid by each Lot Owner after connecting to that Boise City public sewer system, according to the ordinances and laws of Boise City.

3.8 Sewer Inspection. Each Lot Owner shall submit to inspection by either the Department of Public Works or the Department of Building whenever a Lot is to be connected to the Boise City public sewage system and a building sewer is constructed or installed on or within the Owner's property.

3.9 Sewer Collections; City Power. Boise City is hereby vested with the right and power to bring any and all actions against an owner of a Lot or any part thereof for collection of any sewer charges or to enforce any of the sewer conditions contained herein. Each Lot in this subdivision shall be subject to these powers and these powers shall run with the land.

3.10 Street Lights. Any street lights installed by Declarant shall be maintained and operated by the Association as a common area expense until such time as the City of Boise or other governmental agency takes over the maintenance and operation thereof. Maintenance and operation shall include all repairs and costs of power.

DATED THIS 16th day of May, 2003.

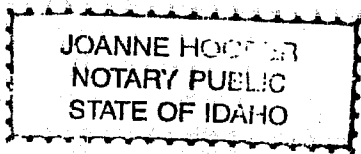
Shooting Star, LLC

By Daniel A. Wood
Daniel A. Wood
Title: Manager

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

On this 16th day of May, 2003, before me, the undersigned a Notary Public in and for said State, personally appeared Daniel A. Wood, known or identified to me to be the Manager of Shooting Star LLC, the limited liability company that executed the instrument and the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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



Joanne Hooper
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires: 12-19-03

APPENDIX 1

CONSENT TO ANNEXATION
AND ASSIGNMENT OF RIGHT TO ANNEX

Moonridge Development LLC, the Declarant under the Master CC&R's, hereby consents to and approves the annexation of Moonridge Subdivision No. 7 into the Master CC&R's and assigns to Shooting Star, LLC the rights of Moonridge Development, LLC to perform this annexation.

Dated this 20th day of April, 2003.

Moonridge Development, LLC

By Daniel A. Wood
Title: managing member

CONSENT TO ANNEXATION
BY MOONRIDGE NEIGHBORHOOD ASSOCIATION

Moonridge Neighborhood Association, Inc., the Homeowner's Association for all Moonridge Subdivisions, hereby consents to and approves the annexation of Moonridge Subdivision No. 7 into the Master CC&R's and into the jurisdiction of the Association.

Dated this 20th day of April, 2003.

Moonridge Neighborhood Association, Inc.

By [Signature], Director

By [Signature], Director

By [Signature], Director



Exhibit "A"

Engineers Surveyors Planners

Project: 11836
Date: August 19, 2002
Revised: September 24, 2002
Revised: September 26, 2002
Revised: December 18, 2002

MOONRIDGE SUBDIVISION NO. 7 BOUNDARY
A PORTION OF GOVERNMENT LOT 2 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO

A parcel of land situated in a portion of Government Lot 2 of Section 1, T.2 N., R.1 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the North ¼ corner of said Section 1, also being the Northwest corner of Government Lot 2 of said Section 1, said point also being the Northwest corner of Moonridge Subdivision No. 5 as shown on the official plat thereof in Book 84 of Plats at page 9267 in the records of Ada County; thence along the Northerly boundary of said Government Lot 2 and Moonridge Subdivision No. 5, South 89°41'06" East, 795.00 feet to the Northeast corner of said Moonridge Subdivision No. 5; said point being the TRUE POINT OF BEGINNING;

thence leaving the Easterly boundary of said Moonridge Subdivision No. 5 and continuing along the Northerly boundary of said Government Lot 2, South 89°41'06" East, 536.52 feet to the Northeast corner of said Government Lot 2;

thence leaving the Northerly boundary of said Government Lot 2 and running along the Easterly boundary of said Government Lot 2 South 00°26'07" West, 918.73 feet to a point;

thence leaving the Easterly boundary of said Government Lot 2, North 89°33'53" West, 109.93 feet to a point;

thence South 04°40'09" East, 2.16 feet to a point of curvature;

thence along said curve to the right 202.69 feet, said curve having a radius of 305.00 feet, a central angle of 38°04'33", tangents of 105.25 feet, and a long chord of 198.98 feet which bears South 14°22'07" West to a point;

thence North 47°16'20" West, 182.73 feet to a point on the Easterly boundary of said Moonridge Subdivision No. 5;

thence running along the Easterly boundary of said Moonridge Subdivision No. 5 the following successive courses and distances:

North 42°43'40" East, 59.83 feet to a point;

North 07°24'06" West, 211.92 feet to a point;

North 00°25'48" East, 85.00 feet to a point;

North 09°00'29" East, 70.81 feet to a point;





Engineers Surveyors Planners

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Revised: December 18, 2002
Page 2

North $00^{\circ}18'54''$ East, 140.00 feet to a point;

North $89^{\circ}34'20''$ West, 280.28 feet to a point;

North $00^{\circ}25'48''$ East, 140.00 feet to a point;

North $12^{\circ}31'11''$ East, 71.62 feet to a point;

North $00^{\circ}25'48''$ East, 82.08 feet to a point;

North $78^{\circ}23'35''$ West, 54.13 feet to a point on a non-tangent curve;

thence along said curve to the left 17.36 feet, said curve having a radius of 25.00 feet, a central angle of $39^{\circ}47'29''$, tangents of 9.05 feet, and a long chord of 17.02 feet which bears North $09^{\circ}10'08''$ East to a point;

thence South $78^{\circ}23'35''$ East, 51.50 feet to a point;

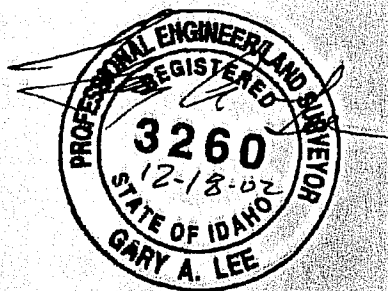
thence North $00^{\circ}25'48''$ East, 131.29 feet to THE TRUE POINT OF BEGINNING.

Said parcel containing 9.03 acres, more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.



GAL:lhc

Gary A. Lee, P.E./L.S.

f:\ProjectManagers\GAL\11836\11836-sur\Description\Woonridge 7 Boundary.doc



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 03/14/03 12:45 PM
DEPUTY Joanne Hooper
RECORDED-REQUEST OF
DAN WOOD
AMOUNT 36.00

12



AGREEMENT

FOR PRESSURIZED URBAN IRRIGATION SYSTEM (PUI) WITH RESTRICTIVE COVENANTS RUNNING WITH THE LAND (MOONRIDGE SUBDIVISION NO. 7)

FOR CONSTRUCTION OF PUI IN MOONRIDGE SUBDIVISION NO. 7 BY DEVELOPER

WITNESSETH

In consideration of the covenants, promises and conditions contained herein it is mutually understood and agreed as follows:

1. **PARTIES:** New York Irrigation District (hereinafter "District") whose address is 6616 Overland Road, Boise, Idaho 83709; and, Shooting Star LLC, an Idaho Limited Liability Company (hereinafter "Developer") whose address is c/o Daniel A. Wood 13141 Bluebonnet Court, Boise, Idaho 83713.

2. **EFFECTIVE DATE:** This Agreement shall only become effective at the time Developer's plat for Moonridge Subdivision No. 7 is recorded. If the plat is not recorded then this Agreement shall be void.

3. **MOONRIDGE SUBDIVISION NO. 7 PROPERTY SUBJECT TO THIS AGREEMENT; ANNEXATION INTO PUI FOR MOONRIDGE SUBDIVISIONS NO. 1, No. 2, No. 3, No. 4, No. 5, and No. 6:** This Agreement applies to Moonridge Subdivision No. 7, owned by Developer, which is legally described on Exhibit A attached hereto (hereinafter the "property" or "Subdivision"). In the event the legal description in the final plat of Moonridge Subdivision No. 7 is altered from the legal description attached as Exhibit A, the parties agree to amend this Agreement to provide the correct legal description of the property as platted.

The Moonridge Subdivision No. 7 pressurized urban irrigation system (PUI) is, or will be, connected to the PUI for all other Moonridge Subdivisions and is hereby annexed into and made a part of that PUI for all other Moonridge Subdivisions. All PUI systems shall be owned and operated as if all systems together were one complete integrated irrigation system.

3.1 RECORDING OF PRIOR PUIS AGREEMENTS:

The Agreement for the PUIS for Moonridge Subdivision No. 1 was recorded in Ada County on the 16th day of November 1999, as Instrument No. 99111104 and is incorporated herein by reference.

The Agreement for the PUIS for Moonridge Subdivision No. 2 was recorded in Ada County on the 26th day of May 2000, as Instrument No. 100041119 and is incorporated herein by reference.

The Agreement for the PUIS for Moonridge Subdivision No. 3 was recorded in Ada County on the 8th day of September 2000, as Instrument No. 100072030 and is incorporated herein by reference.

The Agreement for the PUIS for Moonridge Subdivision No. 4 was recorded in Ada County on the 21st day of September 2001, as Instrument No. 101097058 and is incorporated herein by reference.

The Agreement for the PUIS for Moonridge Subdivision No. 5 was recorded in Ada County on the 7th day of May 2002, as Instrument No. 102052319 and is incorporated herein by reference.

The Agreement for the PUIS for Moonridge Subdivision No. 6 was recorded in Ada County on the 31st day of October 2002, as Instrument No. 102127196 and is incorporated herein by reference.

4. COVENANT RUNNING WITH THE LAND: Each lot owner in this subdivision, by accepting and/or recording a deed to a lot in this subdivision, agrees to abide by, and to be bound by, the terms of this Agreement. This Agreement shall be a perpetual covenant running with the land.

5. CONSTRUCTION OF PUIS; STATUTORY AUTHORITY: This Agreement is made under the statutory authority of Idaho Code § 43-330A through 43-330F, which provides generally for the construction of a pressurized irrigation system for distribution of irrigation water to individual lots or parcels in a subdivision. It is agreed that Developer shall construct a pressurized urban irrigation system ("PUIS") for Moonridge Subdivision No. 7 to be integrated with the PUIS for all other Moonridge Subdivisions. Developer shall pay all of the costs associated with the construction of the PUIS, including but not limited to design, engineering, permitting, construction, installation, inspection and completion. Developer will provide all labor, material, and equipment necessary to construct the PUIS for the lots contained in that property legally described on Exhibit A. This PUIS shall be composed of a pump station, pumps, pipes, and other irrigation facilities necessary for the PUIS. Developer shall be responsible for paying for and obtain all necessary permits, surveys, and other documents or approvals that may be required by governmental authorities for

the performance of the work. All Plans and Specifications shall comply with all regulations and requirements of governmental authorities having jurisdiction over this construction.

5.1 CONSTRUCTION PLANS & SPECIFICATIONS; ESTIMATED COSTS; SECURITY; APPROVAL BY DISTRICT: Prior to construction, Developer agrees to submit to District for approval a complete set of Plans and Specifications, showing such detail as the District requests, all of the work to be done to complete the PUIS.

District agrees to review said Plans and Specifications promptly and to provide Developer, within 30 days of submission of the Plans and Specifications, either a written approval of the Plans and Specifications or a punch list of items that District wants amended. District's approval will not be unreasonably withheld. Developer and District each agree to cooperate with the other party in getting the Plans and Specifications completed and approved. After approval, any changes to any Plans and Specifications must be approved by District in writing on a Change Order form. Should any conflict occur between the Plans, Specifications, or other documents and this Agreement, this Agreement shall control.

5.1.1 SECURITY FOR COMPLETION AND WARRANTY PERIOD: Developer agrees to supply District with an estimate of the total cost of the construction of the PUIS for Moonridge Subdivision No. 7. Developer shall also provide District with such security as the District shall request assuring completion of the remaining portions of the PUIS not completed at the time that this Agreement is signed. For example, if the PUIS is 60% completed at the time this Agreement is signed District may, at District's discretion ask for security to secure completion of the remaining 40% of the system not then completed. District's determination of the percentage of completion of the PUIS shall be controlling. In addition District may require security in an amount equal to 25% of the total construction costs to assure the repairs of the system during the first year warranty period as set out in this Agreement. For example, if the total cost of the PUIS were \$100,000 then District, at District's option may require security in the amount of \$25,000 assuring remedy of any defects in the system for the first year as set out in this Agreement.

5.2 SITE WORK; ACCESS; UTILITIES. Developer shall secure access to all work areas, provide all necessary utility services for the work and pay for all site work necessary for completion of the work. Developer shall be responsible for any damage done to adjacent owner's property during construction.

5.3 WORKMANSHIP; START OF WORK; COMPLETION;

DEFECTS: All PUIS work will be performed in a workmanlike manner and all work shall comply with local building codes. If no local building code applies, the work will be performed according to industry standards, common trade practices or manufacturer's specifications, or such standards as the District may request upon review of the Design and Specifications submitted by Developer. Developer is responsible for site clean up and will leave the site in broom clean condition. Any defects in materials or workmanship shall be remedied prior to District's acceptance of that particular portion of the PUIS. District shall not be required to approve and accept the PUIS and place it in service until all defective materials or work has been corrected. Developer agrees to diligently pursue completion of the PUIS once the plat of this subdivision is recorded and agrees to complete all work on the PUIS.

5.4 INSPECTION: Upon completion of the PUIS, Developer shall advise District of completion and District will inspect the completion of the work within 15 business days of Developer's notice to District of completion.

5.5 TRANSFER TO DISTRICT: If it appears to District that the work has been completed pursuant to the Plans and Specifications, District shall give Developer written notice to Developer to transfer the title to the PUIS to the District. Within 15 business days following District's notice to transfer, Developer shall assign, deed, or transfer by appropriate documents, in a form acceptable to the District, all of Developer's right title and interest in the PUIS and all portions thereof to District. This transfer shall include the deeding of any pump station lot or area created for the PUIS pump station and transfer of all pumps, pipelines and all other portions of the PUIS facilities. Said transfer shall be free of any liens or encumbrances and Developer hereby indemnifies District and holds District harmless from any and all claims or lien claims relating to encumbrances on the PUIS. Developer agrees to provide to District such proof of payment of labor and materials or lien releases as District shall reasonably request.

5.5.1 ASSOCIATION MAINTENANCE AND OPERATION OF

PUIS: In the event that District does not accept the PUIS then Moonridge Neighborhood Association, Inc. (the homeowner's association for Moonridge Subdivisions) shall own, manage and operate the PUIS. Each lot and lot owner in the Subdivision shall remain liable to District for all water and other assessments by District. And, each lot and lot owner shall be liable for the operation and maintenance assessments by the Association as set out in the Covenants, Conditions and Restrictions (CC&R's) for all Moonridge

Subdivisions.

5.6 OPERATION AND MAINTENANCE: For the first year of the operation of the PUIS for Moonridge Subdivision No. 7, District shall operate the system and perform normal routine maintenance on the system. Any defects in the Moonridge Subdivision No. 7 system discovered during this first year trial period shall be remedied by Developer at Developer's expense after reasonable notice to Developer of the defect. After this first year, District shall have the future repair, operation and maintenance of the PUIS.

5.7 WARRANTY: Developer shall transfer to District any manufacturer's warranty on any of the materials, pumps, or parts that were put into the Moonridge Subdivision No. 7 PUIS. In the event a defect is discovered during that one year time period, Developer agrees, at Developer's expense, to repair or remedy that defect. Following one year from the time of transfer to District of the Moonridge Subdivision No. 7 PUIS, Developer shall have no further liability to make repairs or replacements.

6. OWNERSHIP OPERATION AND MAINTENANCE BY DISTRICT:
ASSESSMENTS: Pursuant to Idaho Code Section 43-330F, (and subject to the provisions of Section 5 above), upon transfer of the Moonridge Subdivision No. 7 PUIS from Developer to District, District shall own, maintain, repair, operate and replace the Moonridge Subdivision No. 7 PUIS (together with the PUIS for all other Moonridge Subdivisions).

District agrees that District will not allow any other lands to be serviced by the PUIS constructed by Developer, without the express written permission of Developer. It is understood that as a condition of that permission Developer shall be entitled to a reasonable pro-rata reimbursement of the costs of the pump station and other facilities from the other owner of the lands that will be using the PUIS set out in this Agreement. Developer may, at Developer's discretion build the PUIS big enough to service other neighboring lands and to enter into other agreements with other owners or developers agreeing to jointly pay for and construct a common PUIS system; provided, however, that 1) the joint system is subject to the terms of this Agreement and 2) the other owner and/or developer enter into a similar agreement with District as this Agreement.

6.1 ASSESSMENTS TO EACH LOT: Each lot in this subdivision shall be assessed by District and each lot owner shall pay such assessment as provided by Idaho Code Section 43-330F. The District may levy and collect an assessment against each tract of land or lot served by the entire integrated PUIS to defray the cost and expense of such operation, maintenance, repair or

replacement of the entire PUIS, including any supplemental water obtained from other sources or from third parties and the carrying costs relating thereto. District shall apportion to each lot in all subdivisions served by the entire PUIS a portion of the cost of operation, maintenance, repair and replacement of the entire irrigation system on the basis of the ratio between the acreage in that lot and the total acreage in all lots served by the entire PUIS. Each lot shall be assessed by District and each lot owner shall pay the District's assessments regardless of whether or not water is actually used on the lot by the owner and regardless of the quantity of water used.

In the event additional public or private sources of water are obtained to supplement water availability during times of water shortage or during those times before and after the regular irrigation season, then all of the costs associated with this supplemental water (including any interest or other carrying charges on the supplemental water payments made by District to a third party water supplier prior to the District's annual Assessments to each lot), shall be a cost of the operation and maintenance of the PUIS and assessed pro-rata as other costs.

7. **DAMAGE TO PUIS:** Any owner, tenant or occupant, or their agents or contractors who causes any damage to the PUIS shall be responsible to reimburse District for the costs of any repairs within 10 days after billing.

8. **CROSS CONNECTS PROHIBITED:** No owner, tenant or occupant of any lot in the subdivision shall install any cross connections or tie-ins, or allow any to exist on a lot, between the PUIS referred to in this agreement and any other pipes, conduits or water systems whether such other systems are carrying potable domestic water or carrying other used, waste or irrigation water, unless such are specifically approved and agreed to by the Moonridge Neighborhood Association, Inc. ("Association"), and the entity supplying the supplemental or extended season water, and the New York Irrigation District. The owner of any cross connects shall have full liability and responsibility for any losses, injuries or damages caused by or related to that cross connection. District, the Association, Developer or the entity supplying the potable water (or their designated agents) shall have the right at any time to go onto any lot or parcel of the property covered by this Agreement and remove any unapproved cross connections and an easement is specifically granted therefore. The cost of removal of any unapproved cross connects shall be paid by the owner of the lot where the cross connect was located.

9. **WATER UNRELIABLE; NO LIABILITY:** The area of the country where this subdivision is located is desert. Irrigation water is not always reliable

and the water is not unlimited. Irrigation water may not be available due to drought, harsh weather conditions, government actions, system breakdowns, transmission failures, overuse by lot owners or any other causes. [As one example: In 1977, a drought year, some irrigation ditches ceased carrying any water in July.]

9.1 ROTATION: No lot in Moonridge Subdivisions or Moonridge Subdivision No. 7 or lots annexed into the subdivision, shall have any right to a continuous or unlimited supply of irrigation water from the PUIS. Nor is any lot guaranteed enough water from the PUIS to irrigate all of the landscaping on the lot. Each lot shall be subject to, and each lot owner by accepting a deed to a lot in this subdivisions agrees to be bound by, and to comply with, any rules or regulations for the use and rotation of irrigation water between the lots as set out by the Association or by District. Any lot owner not abiding by the rules or regulations may have the right to the use of the irrigation water from the PUIS suspended by either the Association or the District.

9.2 NO LIABILITY: Neither the District, the Association, the third party supplier of supplemental water, nor the Developer shall have any liability OF ANY KIND to any lot owner, tenant, member of the Association or any others for any losses or damages relating in any respect to the irrigation system, or irrigation water, or the lack thereof, including but not limited to damages to, or loss of lawns, landscaping, trees, shrubs, gardens or the like caused by the lack of or shortage of irrigation water. Each owner accepts the risk of loss or damage due to the unavailability, shortage or lack of irrigation water. Each lot owner, by accepting a deed to the property, and each tenant or occupant, by occupying the premises, specifically waives any and all claims of any kind against the Association, supplemental water supplier, District and Developer, their agents, employees, officers and shareholders for any loss or damage relating in any respect to the water, or the supply of water. During any times of shortage or lack of water from the PUIS for whatever reason each owner or occupant of any lot agrees to use their own hose from their own domestic water supply to manually irrigate any lands they want watered.

9.3 EXTENDED SEASON WATER. Extended season irrigation water (water which may be provided before and after the normal irrigation season or to supplement the irrigation water) may be provided to the subdivision by a third party. No lot shall have any right to extended season water, and neither developer, District or the Association shall have any obligation to provide extended season or supplemental water. Any facilities needed by the City of Boise, United Water, District or Association for this

extended season water shall be considered to be part of the PUIS and shall be governed by this Agreement. All costs of extended season or supplemental water (if there is any such water) shall be included as a cost of operation of the PUIS and shall be assessed to the lots in the subdivision as all other costs are assessed. Extended season water may, or may not, be provided to the subdivision.

10. STATUTORY REQUIREMENTS OF IDAHO CODE SECTION 43-330B:

The following provisions are included in this Agreement as required by Idaho Code Section 43-330B:

(A) The cost of construction of the irrigation system for Moonridge Subdivision No. 7 shall be paid in full by Developer within 60 days of completion of the PUIS.

(B) Any portion of the cost of construction of the PUIS for Moonridge Subdivision No. 7 that remains unpaid upon completion of construction shall constitute a lien against the lots in Moonridge Subdivision No. 7, securing payment of the balance of the construction cost and payment of interest on any deferred installments of the construction cost.

(C) No annual installments shall be due from any lot owner for the construction costs of the PUIS.

(D) If the PUIS also serves other lands, all assessments by District shall be apportioned to all lands that are served by the PUIS so that each acre of irrigable land to be served by the PUIS will be assessed and required to pay the same amount.

(E) District is hereby granted a perpetual easement for the installation, operation, maintenance, repair and replacement of those portions of the irrigation system located on any portion of the Moonridge Subdivision No. 7. Such easement location shall be as reasonably necessary over the "as built" PUIS system for the maintenance, operation, repair and replacement of any part of the PUIS.

11. "AS BUILT" DRAWINGS. Upon completion of construction of each phase of the PUIS Developer shall provide to District a set of "as built" drawings showing the location of all pumps, pipelines, valves, clean-out boxes, dividers and other facilities included in the PUIS project.

12. SUCCESSORS: This Agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the parties hereto; and shall be binding upon all lot owners, tenants and occupants of the lots in the subdivision.

Witness our hands the date stated below.

SHOOTING STAR, LLC

BY Daniel A. Wood Date: 2/27/03
Daniel A. Wood-Managing Member

NEW YORK IRRIGATION DISTRICT

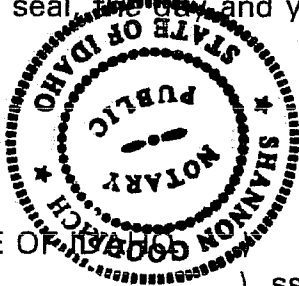
By Paul Wanick Date: 3/4/03
President

ATTEST Weta Harwood
Secretary

STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 27 day of February, 200³2, before me, the undersigned, a notary public in and for said state personally appeared Daniel A. Wood known or identified to me to be the Managing Member of Shooting Star LLC and the person who subscribed said limited liability company's name to the foregoing instrument and acknowledged to me that he executed the same in the name of such limited liability company.

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



Shannon Goodrich
Notary Public for the State of Idaho
Residing at Boise, Idaho
My commission expires: 12-4-07

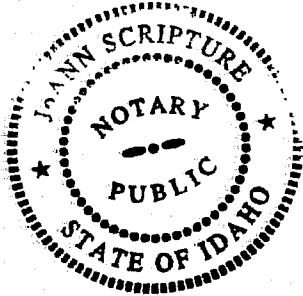
STATE OF IDAHO)
) ss:
COUNTY OF ADA)

On this 4th day of March, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared

Paul Warwick and Delta Henwood, known to me to be the President and Secretary, respectively, of New York Irrigation District, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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.

Joann Scripture
Notary Public for Idaho
Residing at Caldwell, Idaho
My Commission Expires: 8-20-06





Engineers Surveyors Planners

Echabix "R"

Project: 11836
Date: August 19, 2002
Revised: September 24, 2002
Revised: September 26, 2002

**MOONRIDGE SUBDIVISION NO. 7 BOUNDARY
A PORTION OF GOVERNMENT LOT 2 OF SECTION 1,
TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN
ADA COUNTY, IDAHO**

A parcel of land situated in a portion of Government Lot 2 of Section 1, T.2 N., R.1 E., B.M., Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap monumenting the North ¼ corner of said Section 1, also being the Northwest corner of Government Lot 2 of said Section 1, said point also being the Northwest corner of Moonridge Subdivision No. 5 as shown on the official plat thereof in Book 84 of Plats at page 9267 in the records of Ada County; thence along the Northerly boundary of said Government Lot 2 and Moonridge Subdivision No. 5, South 89° 41' 06" East, 795.00 feet to the Northeast corner of said Moonridge Subdivision No. 5; said point being the TRUE POINT OF BEGINNING;

thence leaving the Easterly boundary of said Moonridge Subdivision No. 5 and continuing along the Northerly boundary of said Government Lot 2, South 89° 41' 06" East, 536.47 feet to the Northeast corner of said Government Lot 2;

thence leaving the Northerly boundary of said Government Lot 2 and running along the Easterly boundary of said Government Lot 2 South 00° 26' 07" West, 918.73 feet to a point;

thence leaving the Easterly boundary of said Government Lot 2, North 89° 33' 53" West, 109.88 feet to a point;

thence South 04° 40' 09" East, 2.16 feet to a point of curvature;

thence along said curve to the right 202.69 feet, said curve having a radius of 305.00 feet, a central angle of 38° 04' 33", tangents of 105.25 feet, and a long chord of 198.98 feet which bears South 14° 22' 07" West to a point;

thence North 47° 16' 20" West, 182.73 feet to a point on the Easterly boundary of said Moonridge Subdivision No. 5;

thence running along the Easterly boundary of said Moonridge Subdivision No. 5 the following successive courses and distances:

North 42° 43' 40" East, 59.83 feet to a point;

North 07° 24' 06" West, 211.92 feet to a point;

North 00° 25' 48" East, 85.00 feet to a point;

North 09° 00' 29" East, 70.81 feet to a point;





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North 00°18'54" East, 140.00 feet to a point;

North 89°34'20" West, 280.28 feet to a point;

North 00°25'48" East, 140.00 feet to a point;

North 12°31'11" East, 71.62 feet to a point;

North 00°25'48" East, 82.08 feet to a point;

North 78°23'35" West, 54.13 feet to a point on a non-tangent curve;

thence along said curve to the left 17.36 feet, said curve having a radius of 25.00 feet, a central angle of 39°47'29", tangents of 9.05 feet, and a long chord of 17.02 feet which bears North 09°10'08" East to a point;

thence South 78°23'35" East, 51.50 feet to a point;

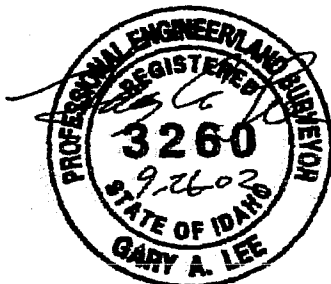
thence North 00°25'48" East, 131.29 feet to THE TRUE POINT OF BEGINNING.

Said parcel containing 9.03 acres, more or less.

END OF DESCRIPTION

Prepared by:

J-U-B ENGINEERS, Inc.



GAL:lhc

Gary A. Lee, P.E./L.S.

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