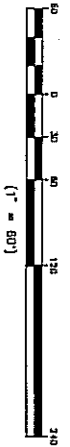


UNPLATTED
RECORD OF SURVEY 1312



STARLIGHT MEADOWS SUBDIVISION NO. 1

LOCATED IN THE NE 1/4 OF THE NW 1/4
OF SECTION 17 T.4N., R.17E., B.M.
ADA COUNTY, IDAHO 1895

PK 70 Pg. 7214

CURVE TABLE

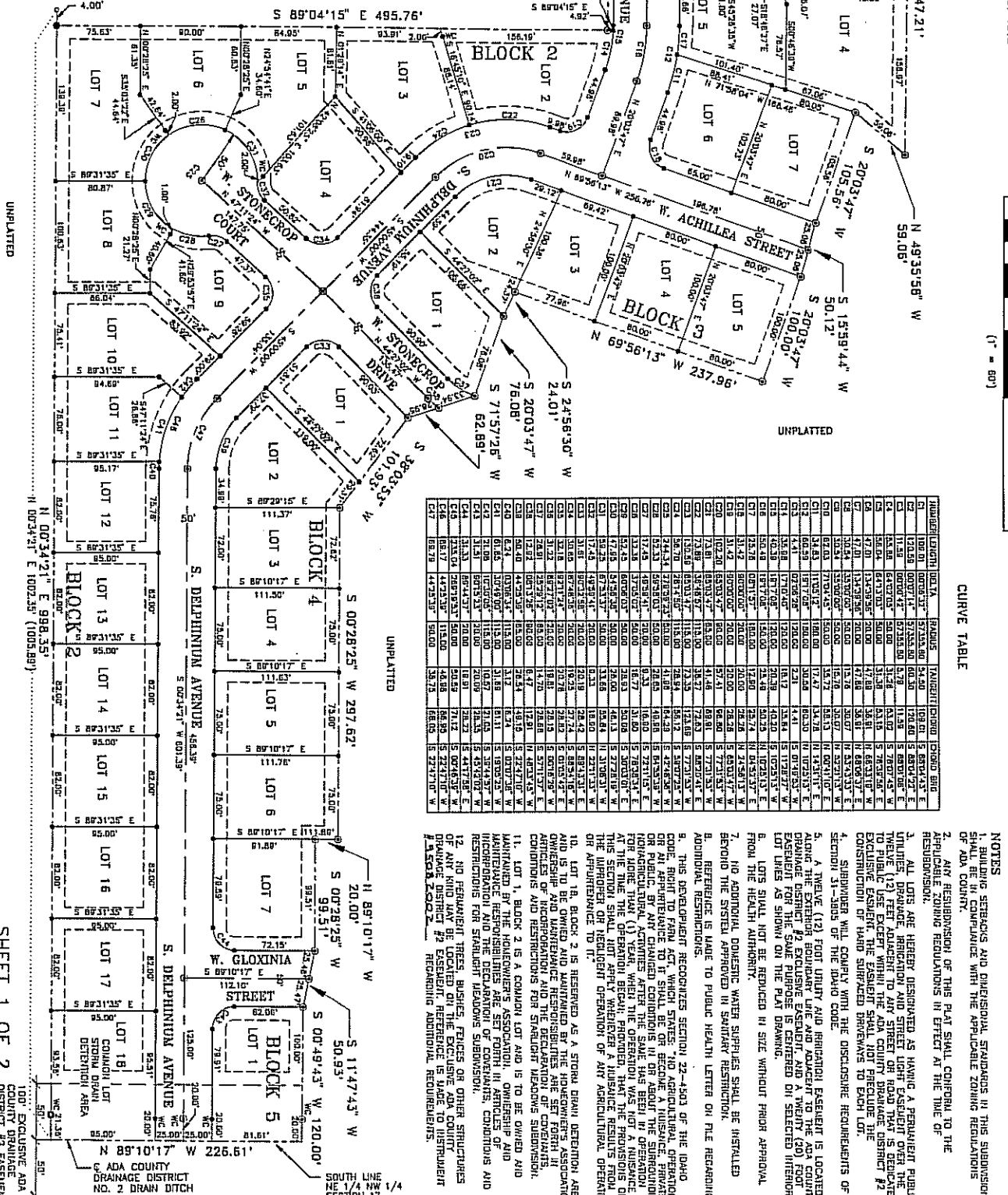
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C3	100.00	90°00'00"	157.080	100.00
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C100	100.00	90°00'00"	157.080	100.00

LEGEND

- INITIAL POINT OF PLAT
- STAKE
- FOUND BRASS CAP
- FOUND ALUM CAP
- FOUND 5/8" IRON PIN
- FOUND 1/2" IRON PIN
- SET 5/8" X 3/4" IRON PIN W/ CAP
- SET 1/2" X 2 1/2" IRON PIN W/ CAP
- FOUND HIGHWAY R-0-W
- BRASS CAP SET IN CONCRETE
- WIRELESS CORNER
- SUBDIVISION BOUNDARY
- EASEMENT BOUNDARY
- 100' EXCLUSIVE ADA COUNTY DRAINAGE DISTRICT #2 EASEMENT
- UNPLATTED

REFERENCE DATA:
- RECORD OF SURVEY NOS
- BILL DEWITT IN SECTION 17,
T.4N., R.17E., B.M. AND DATED
MAY 5, 1991.

PINNACLE
Engineers, Inc.
100 N. Underhale Blvd., Boise, Idaho 83702
(208) 887-7780



- NOTES**
1. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY.
 2. ANY REVISIONS OF THIS PLAT SHALL CONFORM TO THE REGULATIONS OF THE IDAHO DEPARTMENT OF LANDS.
 3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT PUBLIC TRAIL (12) FEET WIDE ADJACENT TO ANY STREET OR ROAD THAT IS DEDICATED TO PUBLIC USE EXCEPT WHEN THE ADA COUNTY DRAINAGE DISTRICT #2 EXCLUSIVE EASEMENT, THE EASEMENT SHALL NOT PRECLUDE THE SUBDIVISION OF HAND SURFACED DRAINAGE TO EACH LOT.
 4. SUBDIVIDER WILL COMPLY WITH THE DISCLOSURE REQUIREMENTS OF SECTION 31-3003 OF THE IDAHO CODE.
 5. A TWELVE (12) FOOT UTILITY AND IRRIGATION EASEMENT IS LOCATED ALONG THE EXTERIOR BOUNDARY LINE AND ADJACENT TO THE ADA COUNTY DRAINAGE DISTRICT #2 EXCLUSIVE EASEMENT AND A TWENTY (20) FOOT LOT LINE AS SHOWN ON THE PLAT DRAWING.
 6. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH DEPARTMENT.
 7. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE SYSTEM APPROVED IN SANITARY RESTRICTION.
 8. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON THE RECORDING ADDITIONAL RESTRICTIONS.
 9. THIS DEVELOPMENT RECORDES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPROPRIATE USE OF LAND SHALL BE DEEMED UNDESIRABLE, FURTHER PROHIBITING THE USE OF ZONING REGULATIONS TO RESTRICT AGRICULTURE OR HOME-BASED BUSINESS ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN (1) YEAR, WHEN THE OPERATION WAS NOT A VIOLATION OF THE ZONING REGULATIONS AT THE TIME OF OPERATION." PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A VIOLATION RESULTS FROM THE OPERATION OF A BUSINESS OR OTHER STRUCTURES FROM THE OPERATION OF AN AGRICULTURAL OPERATION OR AGRICULTURE.
 10. LOT 18, BLOCK 2 IS RESERVED AS A STORM DRAIN DETENTION AREA, OWNERSHIP AND MAINTENANCE RESPONSIBILITIES ARE SET FORTH IN ARTICLES OF INCORPORATION AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STARLIGHT MEADOWS SUBDIVISION.
 11. LOT 1, BLOCK 2 IS A COMMON LOT AND IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES ARE SET FORTH IN ARTICLES OF INCORPORATION AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STARLIGHT MEADOWS SUBDIVISION.
 12. NO FURTHERMENT THRESH, BUSINESS, PREMISES OR OTHER STRUCTURES SHALL BE CONSTRUCTED ON THIS LOT WITHOUT THE APPROVAL OF THE HEALTH DEPARTMENT AND RECORDING ADDITIONAL REQUIREMENTS.

P-134824

95080552

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STARLIGHT MEADOWS SUBDIVISIONS

BOISE ID

PIONEER TITLE

'95 JUN 1 PM 2:00
 REC'D
 REG.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 ("Declaration") is made effective on the 31 day of October, 1995, by Capitol Securities Corporation, an Idaho corporation ("Declarant").

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

SEE SCHEDULE I ATTACHED HERETO AND INCORPORATED HEREIN.

NOW, THEREFORE, Grantor hereby declares that the Property and each Lot, parcel or portion thereof, is and/or shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following terms, covenants, conditions, reservations, easements and restrictions, all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property, and to enhance the value, desirability and attractiveness of the Property. The terms, covenants, conditions, reservations, easements and restrictions set forth herein shall run with the land constituting the Property and with each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot, parcel or portion thereof; shall inure to the benefit of every Lot, parcel or portion of the Property and interest therein; and shall inure to the benefit of and be binding upon Grantor, its successors in interest, and each Grantee or Owner and his respective successors in interest, and may be enforced by Grantor, by any Owner or his successors in interest.

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, nor Grantor's right to post signs incidental to construction, sales or leasing.

DECLARATION OF COVENANTS, CONDITIONS &
 RESTRICTIONS FOR STARLIGHT MEADOWS SUBDIVISIONS - Page 1
 MM&C 4607 06 10/26/95

Being re-recorded to add Addendum "A"

288

97044104
Re-Record

BOISE ID
 PIONEER TITLE

'97 JUN 5 PM 2 39

REC'D
 REG. REQUEST OF

ARTICLE 1

DEFINITIONS

- 1.1 "Articles" shall mean the Articles of Incorporation of the Association.
- 1.2 "Assessments" shall mean those payments required of Owners and Association Members including regular, special and limited Assessments of the Association as further defined in this declaration.
- 1.3 "Association" shall mean and refer to Starlight Meadows Homeowners Association, Inc., an Idaho non-profit corporation, its successors and assigns.
- 1.4 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon the use of the Property under the jurisdiction or control of the Association, the imposition of fines and forfeitures for violation of Association rules and regulations, and procedural matters for use in the conduct of business of the Association.
- 1.5 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and/or the assignees of such mortgagee, beneficiary or holder, which mortgage or deed of trust encumbers parcels of real property on the Property.
- 1.6 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.
- 1.7 "Building Lot" shall mean and refer to any plot of land showing upon any recorded plat of the Property with the exception of Common Area.
- 1.8 "Bylaws" shall mean the Bylaws of the Association.
- 1.9 "Committee" shall mean the Architectural Committee described in Article 6 hereof.
- 1.10 "Common Area" shall mean all real property (including the improvements thereto) designated as Common Area or Common Lot on any recorded plat of the Property, including all Additional Phases, and owned by the Association for the common use and enjoyment of the Owners, including, without limitation:
- 1.10.1 Lots 1 and 18 in Block 2 of Starlight Meadows Subdivision No. 1
- 1.10.2 The property on which the pump house for the Irrigation System is located which is presently anticipated to be within Starlight Meadows Subdivision No. 4

1.11 "Declaration" or "Supplemental Declaration" shall refer to this Declaration as hereafter amended and supplemented from time to time.

1.12 "Declarant" shall mean and refer to Capitol Securities Corporation, an Idaho corporation, and its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and as part of such conveyance, the Declarant expressly assigns and transfers to such transferee the Declarant's rights with respect to such Lots.

1.13 "Grantor" shall mean and refer to the Declarant.

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

1.15 "Lot" shall mean and refer to a Building Lot within Phase 1 and Additional Phases when subdivided.

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

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

1.18 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract buyers and excluding contract sellers when the contract buyer and not the seller has the right to possess the property.

1.19 "Phase" shall mean each portion of the property which is subdivided. Each Plat shall use the name Starlight Meadows Subdivisions and be consecutively numbered. The Plat identified as No. 1 shall be referred to herein as "Phase 1" and additional Plats shall be referred to herein as "Additional Phases".

1.20 "Plat" shall mean any recorded Plat of Phase 1 and all Additional Phases of the Property and the recorded Plat of any other Properties annexed hereto.

1.21 "Set Back" means the minimum distance established by law between a dwelling unit or other structure and a given street, road or Lot line.

1.22 "Subdivided" means the recording a Plat for Phase I or Additional Phases executed by all requisite governmental agencies, entities, and authorities, in the real estate records of Ada County, Idaho

1.23 "Unit" shall mean one residence which shall be situated upon a Lot.

ARTICLE 2

GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

2.1 **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes, and no Lot or the Common Area shall be used for the conduct of any trade or business or professional activity. Notwithstanding the foregoing, the Board may, in its discretion and upon request by an Owner, allow an Owner to conduct a "garage sale" or "yard sale" upon such Owner's Lot, and the Declarant may maintain a temporary sales office solely for the purpose of selling improved or unimproved Lots

No building shall be erected, altered, placed or permitted to remain on any Lot other than one designed to accommodate no more than one (1) single-family residential dwelling.

2.1.1 **Size Limitations.** The ground floor area of any single unit shall have not less than 1000 square feet of interior floor area, and the floor area of any two (2) story unit shall have not less than 700 square feet, exclusive of porches and garages.

2.1.2 **Garages.** Each Unit constructed within the Property shall include at least two (2) car, enclosed garage which is an integral part of the Unit structure. There shall be no car ports allowed on any lot

2.1.3 **Roofing Material.** The roof of each Unit shall have not less than a six (6) in twelve (12) pitch. Each roof shall be covered with shingles with a minimum of a 25 year life specifically approved in writing by the Architectural Control Committee.

2.1.4 **Exterior Appearance.** Each Unit shall be earth-tone in color and shall have a front porch, window shutters on all front windows, cottage lap, drop side or masonite siding three inches (3") to four inches (4") in width and otherwise be constructed of materials which, in the reasonable opinion of the Committee, promote a "country look". Any vinyl siding must be approved in writing by the Committee. All Lots shall be provided with a driveway and a minimum of two (2) off-street automobile parking places within the boundaries of each Lot. No junk cars or cars not in an operable condition shall be allowed to be parked on any Lot or any street within any Phase, and no automobile maintenance or repairs shall be performed on

any Lot or any Street on any Phase, whether or not such automobile is owned by the Owner of the Lot or the Occupant of a Unit

2.1.5 Landscaping. Front yard landscaping must be completed within sixty (60) days of substantial completion of any Unit and is to include sod or seeding of a front lawn and not less than two (2) deciduous trees with a trunk diameter of not less than three (3) inches; provided, however, such landscaping may be deferred for a reasonable time within the discretion of the committee due to weather conditions during the months of November through March

2.1.6 Set Backs. No building shall be located on any Lot nearer than twenty feet (20') from the front Lot line, fifteen feet (15') from the rear Lot line, five feet (5') from any side Lot line for a single-story Unit, nor ten feet (10') from any side Lot line for a two-story Unit.

2.2 ARCHITECTURAL CONTROL. No improvements which will be visible above the ground or which will ultimately affect the visibility of any above ground improvement shall be built, erected, placed or materially altered, including without limitation, change of exterior colors or materials, on the Property, unless and until the floor plan and exterior building elevations (including materials and colors), and plot plan have been reviewed in advance by the Architectural Committee and the same have been approved by the Committee. The review and approval or disapproval may be based upon the following factors: design and style elements, mass and form, topography, setbacks, exterior color and materials, physical or aesthetic compatibility with the terrain and the other improvements on the Property which the Architectural Committee, in its reasonable discretion, deems relevant. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of buildings except to the extent incidentally affected by exterior design and size requirements and use restrictions.

2.3 EXTERIOR MAINTENANCE: OWNER'S OBLIGATIONS. No improvements on any Lot, including mail boxes and landscaping, shall be permitted to fall into disrepair. Each improvement shall at all times be kept in good condition and repair, and each Lot shall be kept free from trash and debris. In the event that any Owner shall permit any improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damage to Property or facilities on or adjoining their Lot, the Board, upon fifteen (15) days prior written notice to the Owner of said Lot, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof

In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration or reconstruction thereof within ninety (90) days of such damage or destruction. If, after ninety (90) days of the repair,

restoration or reconstruction of such damaged or destroyed improvements has not taken place, the Association, upon fifteen (15) days prior written notice to the Owner of such Property, shall have the right to correct such condition, and to enter upon such Owner's Lot for the purpose of doing so and such Owner shall promptly reimburse the Association for all costs incurred by the Association.

Any reimbursable costs incurred by the Association pursuant to this Section 2.3 shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth herein. The Owner of the offending Lot shall be personally liable, and his Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be added to the amounts payable by such Owners as Regular Assessments.

Any Owner shall have the remedial rights set forth in this Section 2.3 if the Association fails to exercise such remedial rights within a reasonable time following written notice to the Association from the Owner desiring to avail itself of such remedial rights.

2.4 NUISANCES. No noxious or offensive activity, including without limitation, those creating an offensive odor, shall be carried on upon any Lot or the Common Area nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Excessive barking of dogs shall be considered a nuisance.

2.5 TEMPORARY STRUCTURES. Except as may be expressly permitted herein, no improvements of a temporary character, trailer, tent, shack, or other outbuilding shall be placed on any Lot at any time either temporarily or permanently, nor shall the same be used as a residence at any time.

2.6 SIGNS. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used or authorized by Declarant to advertise the Property owned by Declarant.

2.7 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

2.8 LIVESTOCK, POULTRY AND PETS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

and provided that the keeper of such pets complies with all city, and county laws, rules and regulations. No more than 2 household pets shall be allowed per unit. All household pets shall be confined to that area within the boundaries of the lot or kept on a leash. No dog runs or kennels shall be permitted to be kept or placed within five (5) feet of a set-back line where applicable. Dog runs or kennels shall only be permitted to be placed and maintained to the rear of dwellings and in no event shall such structure be visible from a street. All such kennels or facilities shall comply with all applicable laws and rules.

2.9 **GARBAGE AND REFUSE DISPOSAL.** No rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on the Property except trash kept and maintained within the interior of a Unit in sanitary containers and except trash in sanitary containers temporarily placed outdoors for collection. All such material shall only be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, neat and sanitary condition.

2.10 **WATER SUPPLY.** No individual water supply system shall be permitted on any Lot.

2.11 **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any Lot.

2.12 **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street Property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded Property corner from the intersection of the street Property lines extended. The same sight-line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2.13 **DECLARANT'S RIGHT.** Declarant reserves the right to construct residences and other improvements upon any Lot without approval of the Architectural Committee and to offer the same with completed structures thereon for sale to individual Owners.

2.14 **BOATS, CAMPERS AND OTHER VEHICLES.** No boats, trailers, tractors, recreational vehicles, (i.e., any trailers, campers, motor homes, automobile campers or similar vehicle or equipment) dilapidated, unrepared or unsightly vehicles, or similar equipment, motorcycles, snowmobiles or trucks (working or non-working) shall regularly or as a matter of practice be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view in a manner approved, in writing, by the Architectural Committee. Without limiting the generality of the foregoing, the phrase "regularly

or as a matter of practice" shall include parking or storage of such boats, trailers or other vehicles described above for more than a continuous period of twenty-four (24) hours. The foregoing notwithstanding, any boat, camper trailer or recreational vehicle which is in good repair and working order may be stored on the side yard of a Lot between the front and rear of the unit if screened by a six foot (6') fence and if the vehicle does not exceed the following dimensions: eight (8) feet wide, twenty-seven (27) feet long and ten (10) feet high, and that the parking area be located on the same side of the unit as the garage. Provided, however, such storage may not be located adjacent to the street on a corner Lot. The R.V. parking area and driveway to the parking area shall be surfaced with concrete or such material as approved by the Architectural Control Committee. Gravel or rock shall not be allowed.

2.15 ANTENNAE. No television antennae, satellite receivers larger than eighteen inches (18") in diameter, or radio aerials shall be installed on the Property, other than within the interior of a Unit

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

2.17 UNSIGHTLY ARTICLES. No unsightly articles shall be permitted to remain on any Lot or Common Area as to be visible from any other portion of the Property. Without limiting the foregoing, no clothing or household fabrics shall be hung, dried or aired in such a way as to be visible from any other portion of the Property. No lumber, grass, shrub or tree clippings or plant waste, compost piles, metals, building or other materials or scrap or other similar material or articles shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view as approved, in writing, by the Architectural Committee. "Screened" is defined as being concealed or made non-visible from eye level, at ground level, at all points within the Property.

2.18 BUY-BACK OPTION. Any Owner who purchases a Lot from the Declarant must commence construction of a Unit on the Lot within ninety (90) days from the date of the deed conveying title to the Lot from the Declarant to the Owner. If construction is not commenced within said ninety (90) day period, then Declarant shall have the option to buy back the Lot at the sale price for which the Lot was purchased from the Declarant. The Declarant shall exercise the Option by giving written notice to such owner prior to such commencement, mailed certified mail, return receipt requested, to the Owner, at the address stated on the deed by which the Lot was conveyed by the Declarant. Title to any such lot shall be conveyed to Declarant by Special Warranty Deed subject only to those liens and encumbrances as existed on the date title was conveyed to the Owner. Closing shall occur within ten (10) days from the

mailing of the letter, subject to Declarant's reasonable approval of the condition of title. The Owner shall pay all closing costs and the cost of standard title insurance for Declarant.

2.19 LIGHT, SOUND - GENERAL. No light shall be emitted from any Lot or Common Area which light is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Lot or Common Area which is unreasonably loud or annoying, and no odors shall be emitted on any property which are noxious or offensive to others.

2.20 CONSTRUCTION. During the course of actual construction of any permanent improvements, the restrictions contained in this Declaration and any supplemental declarations shall be deemed waived to the extent necessary to permit such construction, provided that during the course of such construction nothing shall be done which will result in a violation of these restrictions upon completion of construction and all construction shall be diligently prosecuted to completion, continuously and without delays.

2.21 RECONSTRUCTION. In any case where it is necessary to reconstruct a Unit or any improvement in the Common Area, said re-construction shall be prosecuted diligently, continuously and without delays from time of commencing thereof until such structure is fully completed and painted, unless prevented by causes beyond control and only for such time that such causes continue.

2.22 MAINTENANCE AND REPAIR. In the event the improvements on any Lot shall suffer damage or destruction from any cause, the Owner thereof shall undertake the repair, restoration and reconstruction thereof within ninety (90) days of such damage or destruction.

2.23 FENCES. The design and construction of all fences shall be subject to the prior written approval of the Architectural Control Committee in the manner set forth in Section 7.3 hereof. No chain-link fences, grape stake fences or fences of basket-weave design shall be allowed. On all corner lots, the fence must be set back five (5') from the edge of the sidewalk bordering the side street. Side fences on corner lots may extend only from the rear lot line to the rear line of the residence. All fences located behind the front setback line shall be no more than 6' in height. All fences located within the front setback area shall be no more than 3' in height.

2.24 FLAT CONDITIONS. All covenants, conditions and restrictions and other matters set forth on all Plats are hereby incorporated by reference and notice is hereby given to the same.

2.25 NO DUMPING. No excavation material, grass or yard clippings, rubbish, trash, garbage, refuse or debris shall be placed or allowed to remain on any vacant or unimproved Lot, without the prior written Approval of the Declarant or the Architectural Committee. The Owner

of any Lot on which such material is dumped shall be liable for the cleanup and/or removal costs in accordance with Section 2.3 hereof

2.26 DETACHED STORAGE BUILDINGS. One storage building may be allowed on each lot provided the building is permanent in nature, is approximately 500 sq. ft. or less and is constructed with the same siding, roofing material and paint color as the main structure, but only after obtaining the prior written approval of the Architectural Control Committee and the adjoining Lot Owners. Any storage building or structure must meet the setback requirements of this Declaration.

ARTICLE 3

IRRIGATION SYSTEM

3.1 INITIAL CONSTRUCTION. The Declarant, at the Declarant's initial cost and expense, shall cause an irrigation system to be constructed within the Property, including all wells, pumps, pipes, electrical lines, and all other equipment necessary to obtain and distribute irrigation water to each Lot within the Property, including Phase I and Additional Phases (collectively the "Irrigation System") for the benefit of the Lots and any Common Area landscaping.

3.2 OWNERSHIP. The Irrigation System shall be property of and owned by the Association. Following the initial construction and installation, the Irrigation System shall be maintained and repaired in good repair and condition by the Association

3.3 COSTS AND FEES. All costs and fees for maintenance and repair of the Irrigation System and for the delivery and use of irrigation water, which may be imposed by the Board of Directors of the Association, shall be paid by each Owner. The Board shall establish a water use fee schedule based upon the amount of water consumed. The Association shall use all water use fees for the operation, maintenance, repair or replacement of the Irrigation System and for related expenses; provided, however, any and all costs for the operation, maintenance, repair or replacement of the Irrigation System over and above the water use fees shall be assessed to the Owners as a limited assessment in accordance with Article 6 hereof.

3.4 PAYMENT OF FEES.

3.4.1 Any water use fee not paid within thirty (30) days after the due date shall bear interest from and after the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law if such rate is less than eighteen percent (18%). All water use fees, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall

be a continuing lien upon the Lot on which the water is used and shall be a personal obligation of the person who is the Owner of the Lot at the time when the water use fees fell due

3.4.2 No Owner may waive or otherwise escape liability for assessments provided herein by non-use of water or abandonment of his Lot.

3.4.3 The lien for attorney fees provided herein shall be subordinate to the lien of any mortgage which is first in priority among consensual liens upon a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment which become due prior to such sale or transfer but shall not extinguish personal liability nor relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.5 **TRANSFER OF IRRIGATION SYSTEM.** The Board of Directors of the Association may transfer, assign, and convey the ownership of the Irrigation System to a public agency, entity, or authority, or a public utility regulated by the Idaho Public Utilities Commission or to a utility owned and operated by a governmental agency.

3.6 **MANAGEMENT.** The Board of Directors of the Association may enter into contracts with third parties for the operation, administration (including building), maintenance, repair, or replacement of the Irrigation System.

3.7 **GOVERNMENTAL OVERSIGHT.** The Irrigation System may be regulated by the Idaho Department of Health and Welfare, Division of Environmental Quality (DEQ) and the U S Environmental Protection Agency (EPA). In addition to the normal operation of maintenance, the Owners are aware that (i) the Association may have to comply with various monitoring and reporting requirements and responsibilities and (ii) the Association has potential liability for failure to operate the system as required by the applicable law.

ARTICLE 4

PROPERTY RIGHTS

4.1 **OWNER'S EASEMENTS OF ENJOYMENT.** Declarant hereby grants to each Owner an appurtenant, perpetual, non exclusive easement for ingress and egress over and across the Common Area and the right, with other Owners, to enjoy the benefit of the Common Area and Irrigation System, subject to the following provisions:

4.1.1 The right of the Association to charge a reasonable fee for the maintenance, use, and benefit of the Common Area or the facilities located thereon and irrigation systems;

4.1.2 The right of the Association to suspend voting rights of any Owner during any period which any assessment against such Owner's Lot remains unpaid.

4.1.3 The Association shall have the right to dedicate or transfer all or any part of the Common Area to any public agency, entity, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Members. Such dedication or transfer shall be effective upon the recording of an appropriate instrument executed by the President and Secretary of the Association and upon which said officers affirm that the transfer or dedication was approved by the Owners of a majority of the vote of the Members.

4.2 **ASSIGNMENT OF USE.** Any Owner may assign, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, guests, tenants or contract purchasers who reside on the property.

4.3 **DAMAGES.** Each Owner shall be liable for any damage to such Common Areas or other property owned or maintained by the Association which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family and guests, tenants or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be charged as a limited assessment against the Owner and his Lot and may be collected as provided herein for the collection of other assessments.

ARTICLE 5

STARLIGHT MEADOWS HOMEOWNERS' ASSOCIATION

5.1 **ORGANIZATION OF ASSOCIATION.** The Starlight Meadows Homeowners' Association ("Association") is an Idaho corporation formed under the provisions of the Idaho Non-Profit Corporations Act and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. In the event of any inconsistency, this Declaration shall control over the provisions of the Articles and the Bylaws. The Association shall, among other things, own and maintain all Common Area and the Irrigation System within Phase I and Additional Phases when subdivided.

5.2 **MEMBERSHIP.** Each Owner of a Lot subject to this Declaration (including the Declarant) by virtue of being such an Owner and for so long as such ownership is maintained, shall be a Member of the Association, and no Owner shall have more than one membership in

the Association, except as hereinafter set forth with respect to voting. Memberships in the Association shall not be assignable, except to the successor-in-interest of the Owner, and all memberships in the Association shall be appurtenant to the Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 VOTING. The Association will have two (2) classes of voting memberships.

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

5.3.2 Class B. The Class B member shall be the Declarant. Upon the recording hereof, Declarant shall be entitled to three (3) votes for each Lot of which Declarant is the Owner. The class B membership shall cease and be converted to Class A membership on January 1, 2010, or when the Declarant no longer owns any Lots within the Property subject to this Declaration, whichever event shall first occur.

5.4 BOARD OF DIRECTORS AND OFFICERS. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles, Bylaws and this Declaration, as the same may be amended and supplemented from time to time.

5.5 POWERS AND DUTIES OF THE ASSOCIATION.

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

5.5.1.1 Assessments. The power to levy assessments (Annual, Special and Limited) on the Owners of Lots and to force payment of such assessments, all in accordance with the provisions of this Declaration. The Association may suspend the voting

rights of an Owner for any period during which any assessment against such Owner's lot remains unpaid.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association rules adopted pursuant to this Declaration, and to enforce by mandatory injunction or otherwise, all provisions hereof. If any action or suit is instituted by the Association, on its behalf or on behalf of any Owner or Owners due to the breach or threatened breach of this Declaration or the Articles or Bylaws or any rules the Association adopted pursuant to this Declaration by any Owner ("Defaulting Owner"), the Association shall be entitled to recover any attorneys fees and costs incurred in connection therewith from any Defaulting Owner against whom the Association prevails in any such action or suit, and such amounts shall be a lien upon the property of the Defaulting Owner in the manner set forth in Section 6.1 hereof.

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

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules, and regulations as the Association deems reasonable and which are consistent with this Declaration (the "Association Rules"). The Association Rules shall govern the use of the Common Area by the Owners, families of the Owners, or by an invitee, licensee, lessee or contract purchaser of any Owner; provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery and posting, said Association Rules shall have the same force and effect as if they are set forth in and are a part of this Declaration. In the event of any conflict, such Association Rules shall be superseded by the provisions of this Declaration, the Articles and the Bylaws to the extent of any inconsistency.

5.5.1.5 Emergency Powers. The Association or any person authorized by the Association may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the Association.

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

5.5.1.6.1 Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes;

5.5.1.6.3 Underground pipes, pumps, electrical lines and other equipment necessary to complete the Irrigation System and

5.5.1.6.4 Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements and rights-of-way is hereby expressly reserved to the Association and may be granted at any time prior to twenty-one (21) years after the death of the individuals executing this Declaration and their issue who are in being as of the date hereof.

5.5.2 Duties of the Association. In addition to power delegated to it by the Articles, without limiting the generality thereof, the Association or its agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners, and to perform each of the following duties

5.5.2.1 Operation and Maintenance of Common Area. Operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Area, including the repair and replacement of property damaged or destroyed by casualty loss and other property acquired by the Association.

5.5.2.2 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or Irrigation System owned and managed by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state and local, including income or corporate

taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation

5.5.2.3 Insurance. Obtain from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance.

5.5.2.3.1 Comprehensive public liability insurance insuring the Board, the Association, the Declarant and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area, the Irrigation System or their property owned or managed by it. Limits of liability of such coverage shall be as follows: not less than Five Hundred Thousand Dollars (\$500,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence with respect to personal injury or death, and property damage

5.5.2.3.2 Full coverage directors and officers liability insurance with a limit of Two Hundred Fifty Thousand Dollars (\$250,000), if the Board so elects.

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

5.5.2.3.4 The Association shall be deemed trustee of the interests of all Members of the Association in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.

5.5.2.3.5 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the Association

5.5.2.3.6 Notwithstanding any other provision herein, the Association shall continuously maintain in effect such other additional casualty, flood and liability insurance as the Board deems necessary or appropriate.

5.5.2.4 Rule Making. Make, establish, promulgate, amend and repeal the Association Rules.

5.5.2.5 Architectural Committee. Appoint and remove members of the Committee, all subject to the provisions of this Declaration subject to the provisions set forth in paragraph 7.2 hereof

5.5.2.6 Drainage Systems. The Association shall maintain any portion of the storm drainage system not located in the Public Right-of-Way to the extent such maintenance is not performed by any public authority.

5.5.2.7 Right-Of-Way Maintenance. Maintain, repair and replace any landscaped berm, including the sprinkler system installed thereon, and any landscaping located within public right-of-way as the Board deems necessary or appropriate.

5.5.2.8 Maintenance of Irrigation System and Drainage Easements. Maintain, repair and replace the Irrigation System including all pumps, common irrigation lines and systems located on or serving the Property, maintain and repair the Drainage Easements set forth in Section 8.3 hereof, and to pay all maintenance and construction costs of the Irrigation System and the fees of any Irrigation District or Drainage District with respect to the Property, which amounts shall be assessed against each Lot as provided herein.

5.5.2.9 Street Lights. Maintain, repair and replace street lights within the Property, if any, to the extent such street lights are not operated, maintained, repaired and replaced by the appropriate governmental entity, which has jurisdiction of such matters.

5.5.2.10 Subdivision Approval Responsibilities. Perform all continuing duties and responsibilities imposed upon the Grantor pursuant to any governmental approvals relating to the Property including, without limitation, those set forth in the preliminary plat approval for the Subdivision.

5.5.2.11 Ada County Highway District Regulation. Notwithstanding that the Association is obligated to maintain the Common Area and facilities contained therein, it is hereby provided that Ada County Highway District ("ACHD") may elect to maintain any part or facility of the Common Area should the Association fail to maintain the same. In the event that ACHD determines, in its sole discretion, that the Association is not adequately maintaining any portion of the Common Area or facilities contained thereon, ACHD shall, before undertaking maintenance of said Common Area or facilities, provide written notice of its intention to begin maintenance of said Common Area or facility within a thirty (30) day period, within which time frame the Association may undertake to initiate or conclude all maintenance defects as identified by ACHD. In the event that the Association shall fail to commence and conclude maintenance of said Common Area or facility 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 maintenance of said Common Area or facility. ACHD is hereby granted an irrevocable license and easement to enter upon any portion of the Common Area to

perform inspection and maintenance. Should ACHD engage in maintenance of said Common Area or facility after having provided notice to the Association and having provided the Association an opportunity to undertake said maintenance, ACHD shall be entitled to and empowered to file a ratable lien against all Building Lots within the Property, with power of sale, to secure payment of any and all assessments levied against any and all Building Lots within the Property pursuant to this Declaration, together with interest at the rate which accrues on judgments thereon and all costs of collection which may be paid or incurred by ACHD in connection therein. ACHD may exercise their rights under Idaho Code by assessing the Lot Owners and certifying those assessments in the manner as real property tax. This section shall not be amended without prior written approval from ACHD. The Association shall not be dissolved or relieved of its responsibility to maintain the 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 the Property are benefitted property owners for purposes of this Section. ** See Addendum "A" for Operation and Maintenance for Drainage Detention Pond for Starlight Meadows Subdivision No. 2

5.6 **PERSONAL LIABILITY.** No member of the Board or any committee of the Association or the Architectural Committee or any officer of the Association, or the Declarant, or the manager, if any, 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, provided such person has, upon the basis of such information as may be possessed by him, acted in good faith with the care an ordinarily prudent person would exercise under similar circumstances in a manner he believes to be in the best interest of the Association.

ARTICLE 6

COVENANT FOR MAINTENANCE AND ASSESSMENTS

6.1 **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association;

6.1.1 Annual regular assessments or charges ("regular assessments").

6.1.2 Special assessments for capital improvements ("special assessments"), such assessments to be established and collected as hereinafter provided; and

6.1.3 Limited assessments as hereinafter provided ("limited assessments").

6.1.4 Other fees, costs and penalties as set forth in this Declaration or as may be set forth in Association rules promulgated pursuant to this Declaration.

The amount of any assessment, fees, costs or penalties as provided in this Section 6.1, together with interest, costs and attorneys fees, shall be and become a lien upon the Property against which such assessment, fee, cost or penalty is made when the Association causes to be recorded with the County Recorder of Ada County a notice of such assessment, fee, cost or penalty which shall state (i) the amount of such assessment, fee, cost or penalty and such other charges thereon as may be authorized by this Declaration, (ii) the description of the Lot against which the same has been assessed, and (iii) the name of the record Owner of such Lot ("Notice of Lien"). Upon payment of the amount set forth in the Notice of Lien, together with interest, charges and costs in connection therewith, the Association shall cause to be recorded a notice stating the satisfaction and release of the lien thereof.

Such lien shall be prior to all other liens arising subsequent to the recordation of the Notice of Lien. Such lien may be enforced by sale by the Association, its attorney or other person authorized to make such sale, after failure of the Owner to pay the amount set forth therein, such sale to be conducted in the manner permitted by law for the exercise of powers of sale in deeds of trust or any other manner permitted by law.

6.2 PURPOSE OF ASSESSMENTS.

6.2.1 Regular Assessments. The regular assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, to pay property taxes and other assessments, to pay insurance premiums, to pay the annual assessments of any irrigation district and to pay such other reasonable costs and expenses which are incurred by the Association in carrying out the duties, and business of the Association.

6.2.2 Special Assessments for Capital Improvement. In addition to the annual regular assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, costs and expenses of the Association which exceed the regular assessments or the costs and expenses of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

6.2.3 Limited Assessments. The limited assessments may be levied against any owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such Owner, without limitation, costs and expenses incurred for the repair and replacement of the Common Area or other property owned or maintained by the Association, damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for repair or maintenance of such Owner's property which has not been performed by Owner as required herein.

6.3 MAXIMUM ANNUAL REGULAR ASSESSMENT. The initial maximum annual Regular Assessment to be assessed by the Association shall be Ten Dollars and No Cents (\$10.00) per Lot per year.

6.3.1 The maximum annual assessment may be increased by the Board each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership of the Association as provided below.

6.3.2 The maximum annual regular assessment may be increased above five percent (5%) by a two-thirds (2/3) vote each class of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

6.3.3 The Board of Directors of the Association may fix the amount of the annual regular assessment at an amount not in excess of the maximum as established from time to time.

6.3.4 The total annual regular assessment, levied against the Lots owned by the Declarant, shall be the lesser of (a) the amount of the regular assessment per Lot multiplied by the number of lots owned by the Declarant or (b) the difference between the total annual regular assessment levied against lots owned by the other parties, other than the Declarant, and the reasonable expenditure of the Association for the purposes described in Section 6.2.1 for the fiscal year.

6.4 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6.2 AND 6.3 Written notice of any meeting called for the purpose of taking any action authorized under Sections 6.2 and 6.3 shall be sent to all members not less than ten days (10) nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.5 UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual or other basis as determined by the Association from time to time.

6.6 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS - DUE DATES. The annual Regular Assessments or any Special Assessments then in effect as provided herein shall commence as to a Lot or Lots on the first day of the first year following the conveyance of the Lot or Lots from Declarant to an Owner or Owners. The Board of Directors

shall fix the amount of the annual Regular Assessment against each Lot at least thirty (30) days in advance of each annual Regular Assessment period. Written notice of the annual Regular Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6.7 EFFECT OF NON-PAYMENT OF ASSESSMENTS - REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date on a rate of eighteen percent (18%) per annum or at the highest rate allowed by law if such rate is less than eighteen percent (18%). The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE 7

ARCHITECTURAL COMMITTEE

7.1 MEMBERS OF THE COMMITTEE. The Architectural Committee for the Property, sometimes referred to as the "Committee", shall consist of three (3) members. The following persons are hereby designed by Declarant as the initial members of the Committee:

Name	Address
Joe Glaisyer	3955 North Cowboy Lane Star, ID 83669
Pam Glaisyer	3955 North Cowboy Lane Star, ID 83669
Curt Wilkins	188 North Knox Street Star, ID 83669

Each of said persons shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided in paragraph 7.2 hereof.

7.2 RIGHT OF APPOINTMENT AND REMOVAL. So long as Declarant is the Owner of at least one (1) of the Lots, Declarant shall have the right to appoint and remove all members of the Committee. Thereafter, the Board of Directors of the Association shall have

the power to appoint and remove all members of the Committee. Members of the Committee may be removed at any time, without cause.

7.3 REVIEW OF PROPOSED CONSTRUCTION. The Committee shall consider and act upon any and all proposals of plans and specifications submitted for its approval pursuant to this Declaration. The Committee may inspect construction in progress to assure its conformance with plans approved by the Committee. The Board shall have the power to determine, by rule or their written designation consistent with this Declaration, which types of improvements shall be submitted to the Committee for review and approval. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of any structure affected thereby and will be in harmony with the surrounding structures.

7.3.1 Conditions of Approval. The Committee may condition its approval of proposals or plans and specifications upon such changes therein as it deems appropriate, any may require submission of additional plans and specifications or other information before approving or disapproving material submitted.

7.3.2 Committee Rules and Fees. The Committee also may establish, from time to time, rules and/or guidelines setting forth procedures for the required content of the applications and plans submitted for approval. Such rules may require a fee to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee shall determine the amount of such fee in a reasonable manner, provided that in no event shall such fee exceed One Hundred and no/00 Dollars (\$100.00). Such fees shall be used to defray the costs and expenses of the Committee or for such other purposes as established by the Board. Such rules and guidelines may establish, without limitation, procedures, specific rules and regulations regarding design and style elements, landscaping and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public and/or private open space.

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

7.3.4 Committee Decisions. Decisions of the Committee and the reasons therefor shall be transmitted by the Committee to the Applicant at the address set forth in the application for approval within fifteen (15) days after the Committee receives all materials required by the Committee. Any materials submitted pursuant to this Article shall be deemed

approved unless written disapproval by the Committee shall have been mailed to the Applicant within fifteen (15) days after the date of the filing of said materials with the Committee. The said fifteen (15) day period shall only commence to run when an authorized representative of the Committee has executed an application form acknowledging acceptance of such application and acknowledging that such application is complete.

7.4 MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time by resolution unanimously adopted in writing, designate a Committee Representative (who may, but not need be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 7.9. In the absence of such designation, the vote of any two (2) members of the Committee, or the written consent of any two (2) members of the Committee taken without a meeting, shall constitute an act of the committee.

7.5 NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

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

7.7 INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

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

7.7.2 If for any reason the Committee fails to notify the Owner of any noncompliance within sixty (60) days of completion of the construction, the improvement shall be deemed to be in accordance with the approved plans.

7.8 NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized representative, shall be liable to the Association,

or to any Owner or Grantee for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, provided such person has, upon the basis of such information as may be possessed by him acted in good faith with the care an ordinarily prudent person would exercise under similar circumstances in a manner the member believes to be in the best interest of the Association. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result in the immediate vicinity and to the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed to constitute approval from the standpoint of, structural safety or conformance with building or other codes

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

ARTICLE 8

EASEMENTS

8.1 MAINTENANCE AND USE EASEMENT BETWEEN WALLS AND PROPERTY LINES The Association or owner of any Lot shall hereby be granted an easement of 5' width on the adjoining properties for the purpose of maintenance of fence and/or landscaping so long as such use does not cause damage to any structure or fence.

8.2 OTHER MAINTENANCE EASEMENTS. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the record plat. Within

these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for these improvements for which a public authority or utility company is responsible. A further easements is hereby reserved in favor of the Association for access to and maintenance of any irrigation facilities

8.3 DRAINAGE EASEMENTS.

8.3.1 Grantor hereby grants to Drainage District No. 2, its successors or assigns, exclusive easements in favor of Drainage District No 2 across, over or under the portion of the Property as delineated on the Plat of any Phase for the purpose of water drainage ("Drainage Easements"). The Drainage Easements shall be maintained by the Association. No permanent fencing, trees, bushes or other permanent structures shall be placed or constructed upon the Drainage Easement.

ARTICLE 9

GENERAL PROVISIONS

9.1 **ENFORCEMENT.** The Association or any Owner, shall have the right to enforce, by the proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

9.2 **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect

9.3 **INTERPRETATION.** The terms, covenants and conditions hereof are to be read and interpreted consistently and in a manner to protect and promote Property values.

9.4 **TERM AND AMENDMENT.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended, restated, replaced, terminated or superseded during the first twenty (20) year

period by an instrument signed by the President and Secretary of the Association affirming that such amendment was approved by the owners of two-thirds (2/3) of the Lots covered by this Declaration or by an instrument signed by the owners of two-thirds (2/3) of the Lots; provided, however, that if Declarant is still the Owner of any Lots the provisions of Article VI may not be amended without the written consent and vote of the Declarant.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 31 day of October, 1995

DECLARANT:

Capitol Securities, Inc.,
an Idaho corporation

Joseph L. Glasyer
By Joseph L. Glasyer
President

MM&C 4607 06/26/95

STATE OF IDAHO)
) ss.
County of Ada)

On this 31st day of October, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared Joseph L. Glasyer, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same

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



Shane Ovi
NOTARY PUBLIC for Idaho
Residing at Boise, ID
My commission expires 6-23-2001

LEGAL DESCRIPTION
FOR
STARLIGHT SUBDIVISION

A parcel of land being a portion of the Northeast Quarter Northwest Quarter Section 17, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho and being more particularly described as follows:

Commencing at a Brass Cap marking the North Quarter Corner of said Section 17, T.4N., R.1W., B.M., Ada County, Idaho; thence N.89°04'56"W. 665.74 feet along the north line of the said NE ¼ NW¼ of Section 17 and State Highway 44 to a ½" iron pin; thence S.0°46'39"W. 75.18 feet to a ½" iron pin set inside a 2" diameter iron pipe on the southerly right-of-way of said State Highway 44, said point being the REAL POINT OF BEGINNING

thence S 88°23'05"E. 148.43 feet along said southerly right-of-way of State Highway 44 to a highway right-of-way Brass Cap set in concrete and marking the point of beginning of curve,

thence along a curve to the left, 120.59 feet, said curve having a delta of 0°07'14", a radius of 57,355.80 feet, tangents of 60.30 feet and a long chord of 120.60 feet which bears S 88°04'32"E. to a ½" iron pin marking the point of ending of curve;

thence S.0°41'10"W. 347.21 feet to a ½" iron pin;

thence S.72°59'52"E. 377.76 feet to a ½" iron pin;

thence N.87°37'56"E. 34.38 feet to a ½" iron pin on the east line of the said NE¼ NW¼ Section 17;

thence S.0°41'10"W. 785.50 feet along the said east line of the NE ¼ NW¼ of Section 17 to a ½" iron pin marking the CN1/16th Corner of said Section 17;

thence N.89°10'17"W. 1160.02 feet along the south line of the said NE ¼ NW¼ of Section 17 to a point, said point being witnessed by a ½" iron pin which bears N.0°34'21"E. 21.36 feet;

thence N.0°34'21"E. 998.35 feet to a ½" iron pin;

thence S.89°04'15"E. 495.76 feet to a ½" iron pin;

thence N.0°46'39"E. 242.89 feet to the point of beginning, containing 26.57 acres more or less.

EXCEPT: Any existing ditch and/or road rights of way of record or implied.

ADDENDUM "A"

OPERATION AND MAINTENANCE FOR DRAINAGE DETENTION POND FOR STARLIGHT MEADOWS SUBDIVISION NO 2.

The Home Owner's Association shall be responsible for operation and maintenance of all storm drainage facilities located outside of the public right of way. Storm drain facilities located in the right of way will be maintained by Ada County Highway District.

The following items are to be completed as required:

- Mowing/maintenance of grass in pond.
- Removal of debris collected in pond area especially at the basin bubbler outlet.
- Repairs to fence surrounding pond.
- Cleanup of pond and sand and grease trap following any spill of potentially hazardous liquid or materials in street.

The following items are to be complete monthly:

- Inspect pond for accumulated debris.
- Inspect fence for damage.
- Inspect sand and grease trap for excessive sand buildup or oils accumulation.

The following items are to be completed annually:

- Measure depth of silt buildup from top of bubbler. If buildup exceeds eight (8) inches, contact Ada County Highway District for assistance in removing silt buildup.
- Have sand and grease trap pumped to remove accumulated sand, silt and oil.

For major repairs to the pond or malfunction of the drainage system, the Home Owner's Association should contact the Ada County Highway District at (208) 345-7662 for assistance.

Records Required:

- The Home Owner's Association shall keep a record of operation maintenance including but not limited to the following:
 - Results of inspections.
 - Maintenance or repairs completed by Home Owner's Association.
 - Problems and resolution.
 - Discussion or correspondence with ACHD.
 - Depth of silt buildup.
 - Repairs completed by ACHD.

Each entry shall be accompanied by the date and the name of the person making the entry