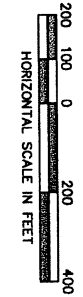
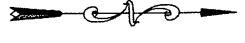


A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008



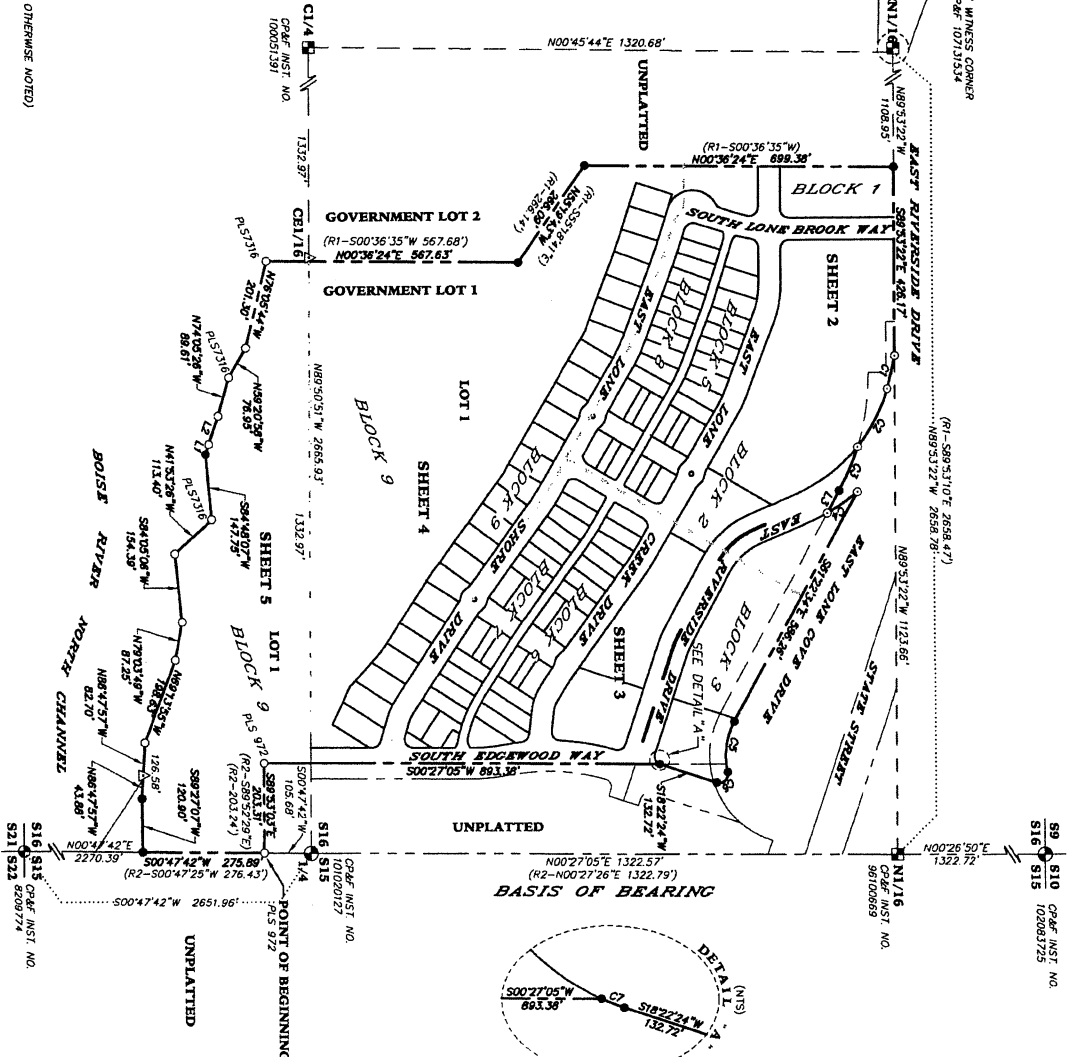
NOTE
1. SEE SHEET 5 OF 8 FOR GENERAL NOTES.

REFERENCES

- MIXED USE SUBDIVISION NO. 1, BOOK 83, PAGES 9068-9072
- MIXED USE SUBDIVISION NO. 4, BOOK 83, PAGES 9994-9998
- MIXED USE SUBDIVISION NO. 5, BOOK 88, PAGES 10190-10195
- RECORD OF SURVEY - INSTRUMENT NO. 1923
- RECORD OF SURVEY - INSTRUMENT NO. 6864
- RECORD OF SURVEY - INSTRUMENT NO. 2248
- RECORD OF SURVEY - INSTRUMENT NO. 2255
- RECORD OF SURVEY - INSTRUMENT NO. 2781
- RECORD OF SURVEY - INSTRUMENT NO. 6831
- RECORD OF SURVEY - INSTRUMENT NO. 7068
- RECORD OF SURVEY - INSTRUMENT NO. 8059

LEGEND

| | |
|-----|--|
| --- | BOUNDARY LINE |
| --- | SECTION LINE |
| --- | QUARTER SECTION LINE |
| --- | SIXTEENTH LINE |
| --- | CENTERLINE |
| --- | RIGHT-OF-WAY LINE |
| --- | LOT LINE |
| --- | SHEET MATCH LINE |
| ○ | FOUND 5/8" IRON PIN (PLS#988-UNLESS OTHERWISE NOTED) |
| □ | FOUND ALUMINUM CAP MONUMENT |
| ● | FOUND BRASS CAP MONUMENT |
| ○ | SET 3/8" IRON PIN W/PLASTIC CAP PLS. 5818 |
| ○ | SET 3/4" X 2 1/4" BRASS CAP PILE IN CONCRETE (PLS. 5819) |
| △ | CALCULATED POINT (NO MONUMENT SET OR FOUND) |
| R1 | RECORD DATA PER RECORD OF SURVEY NO. 2255 |
| R2 | RECORD DATA PER RECORD OF SURVEY NO. 7068 |



LINE TABLE

| LINE | LENGTH | BEARING |
|------|--------|---------------|
| L1 | 68.81' | N71°55'16\"/> |
| L2 | 68.81' | N71°55'16\"/> |
| L3 | 57.51' | S81°22'34\"/> |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|-------|---------|----------|--------------|-------|---------|
| C1 | 76.24' | 765.00' | 5°42'36\"/> | | |
| C2 | 148.10' | 1481.00' | 10°45'12\"/> | | |
| C3 | 108.58' | 1085.80' | 7°47'08\"/> | | |
| C4 | 81.01' | 810.10' | 5°42'36\"/> | | |
| C5 | 42.33' | 423.30' | 2°51'48\"/> | | |
| C6 | 42.33' | 423.30' | 2°51'48\"/> | | |
| C7 | 1.97' | 19.00' | 5°58'19\"/> | | |



Remison Fodrea, Inc.
Engineers • Surveyors • Planners

Cascade Office
105 N. Main Street, P.O. Box 188
Coeur d'Alene, Idaho 83814
Phone: 208.392.3410

Eagle Office
430 E. State St., Suite 140
Eagle, Idaho 83851
Phone: 208.392.2441

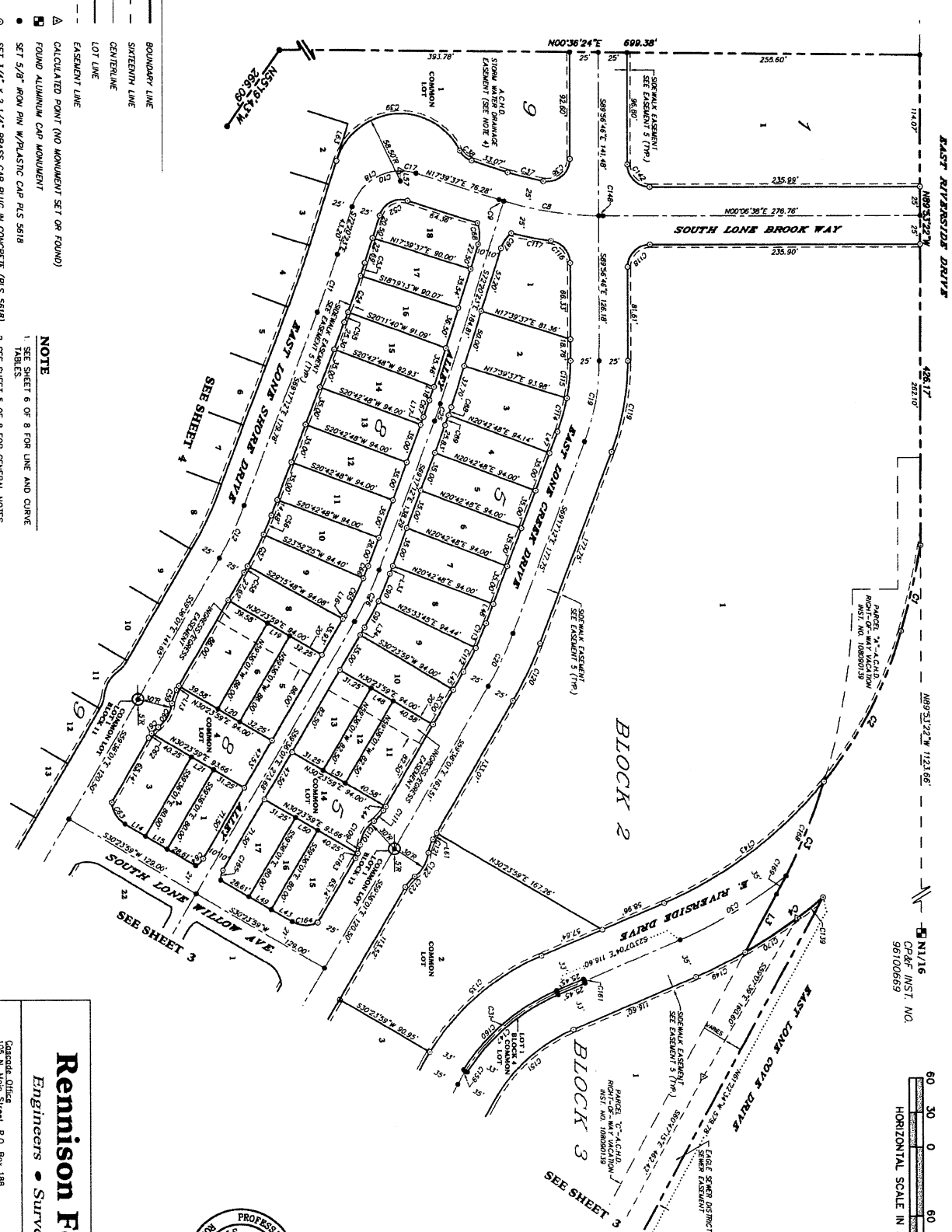
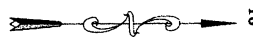
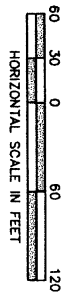
JOB NO. 2162 DRAWN BY: C.M.D.T.O DATE: 12/9/08 SHEET 1 of 8

Bk 101 B, 13461

Bk 101 P 13462

4 PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008



UNPLATTED

LEGEND

- BOUNDARY LINE
- SIXTEENTH LINE
- CENTERLINE
- LOT LINE
- EASEMENT LINE
- ▲ CALCULATED POINT (NO MONUMENT SET OR FOUND)
- FOUND ALUMINUM CAP MONUMENT
- SET 5/8" IRON PIN W/PLASTIC CAP PLS 5618
- SET 3/4" x 2 1/4" BRASS CAP PLUG IN CONCRETE (PLS 5618)
- 8 BLOCK NUMBER

NOTE

1. SEE SHEET 6 OF 8 FOR LINE AND CURVE TABLES.
2. SEE SHEET 5 OF 8 FOR GENERAL NOTES.



Rennison Fodrea, Inc.

Engineers • Surveyors • Planners

Cascade Office
 1777 N. Cascade Blvd., P.O. Box 188
 Cascade, Idaho 83511
 Office: 208.382.4302
 Fax: 208.382.3410

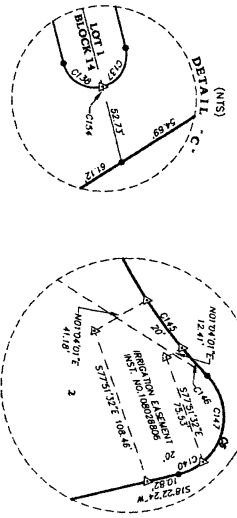
Eagle Office
 1010 S. 1st St., Suite 140
 Eagle, Idaho 83516
 Office: 208.338.2440
 Fax: 208.338.2441

JOB NO. 2182 DRAWN BY: C.M. OTD DATE: 12/9/08 SHEET 2 of 8

Br 101 Pg 13463

A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008

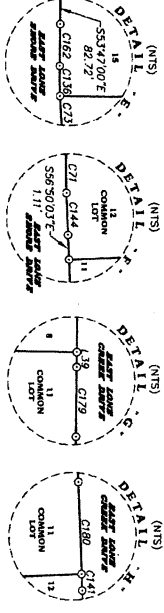
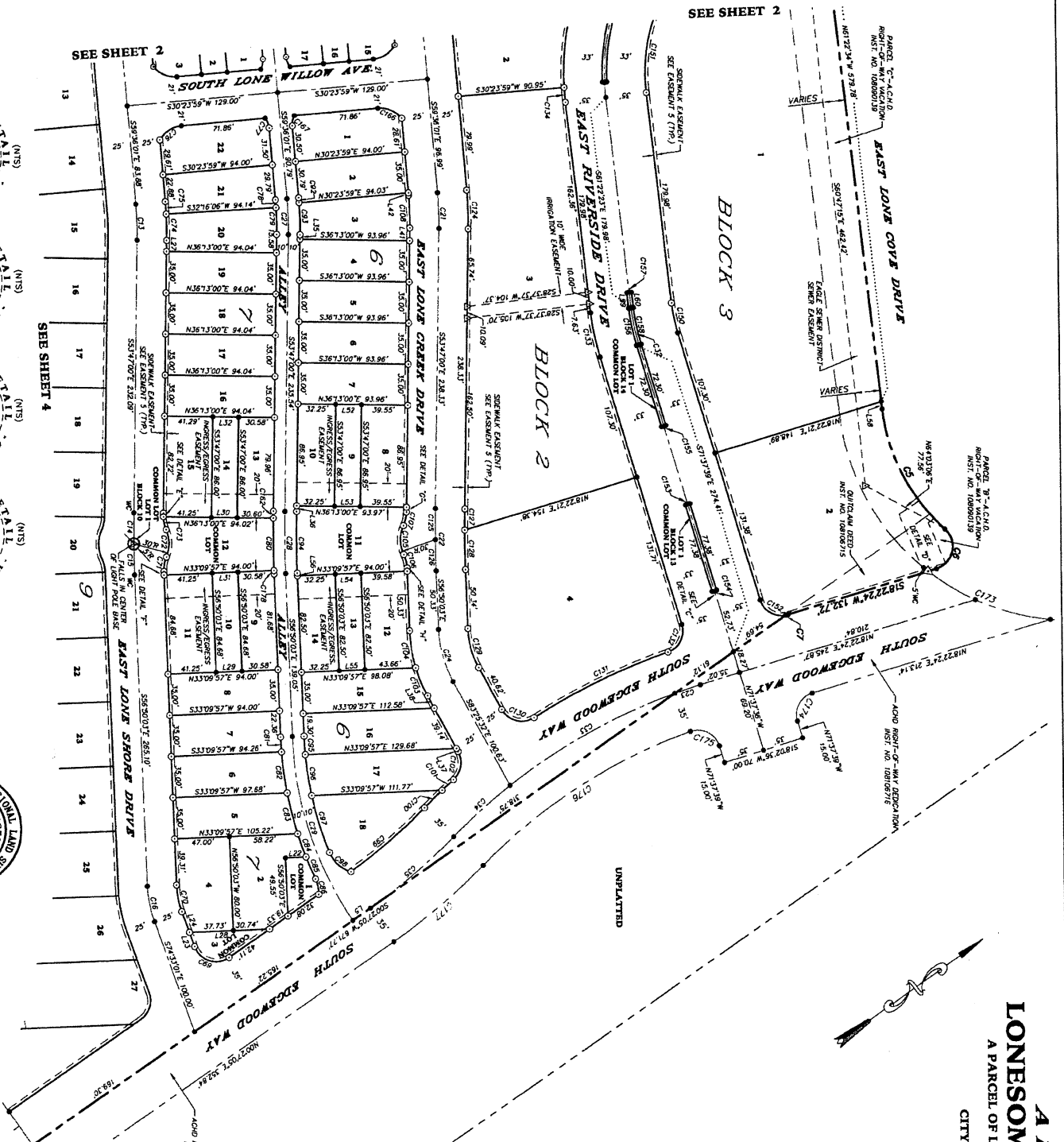


LEGEND

- BOUNDARY LINE
- - - SECTION LINE
- - - QUARTER SECTION LINE
- - - CENTERLINE
- - - RIGHT-OF-WAY LINE
- - - LOT LINE
- - - EASEMENT LINE
- ▲ FOUND BRASS CAP MONUMENT
- △ CALCULATED POINT (NO MONUMENT SET OR FOUND)
- SET 5/8" IRON PIN W/PLASTIC CAP PLS 5618
- SET 3/4" X 2 1/4" BRASS CAP PLUG IN CONCRETE (PLS 5618)
- ⊙ BLOCK NUMBER
- WC WITNESS CORNER

NOTE

1. SEE SHEET 6 OF 8 FOR LINE AND CURVE TABLES
2. SEE SHEET 5 OF 8 FOR GENERAL NOTES



Remison Fodrea, Inc.
Engineers • Surveyors • Planners

Corporate Office
105 N. Main Street, P.O. Box 188
Coeur d'Alene, Idaho 83814
Phone: 208.382.3410

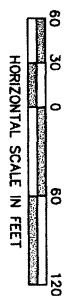
Eagle Office
430 E. State St., Suite 140
Eagle, Idaho 83616
Phone: 208.328.2441

JOB NO. 2162 DRAWN BY: C.M. DTD DATE: 12/9/08 SHEET 3 OF 8

A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008

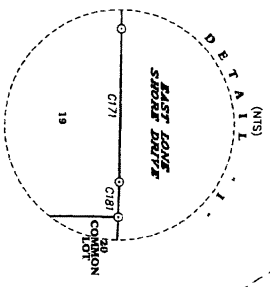
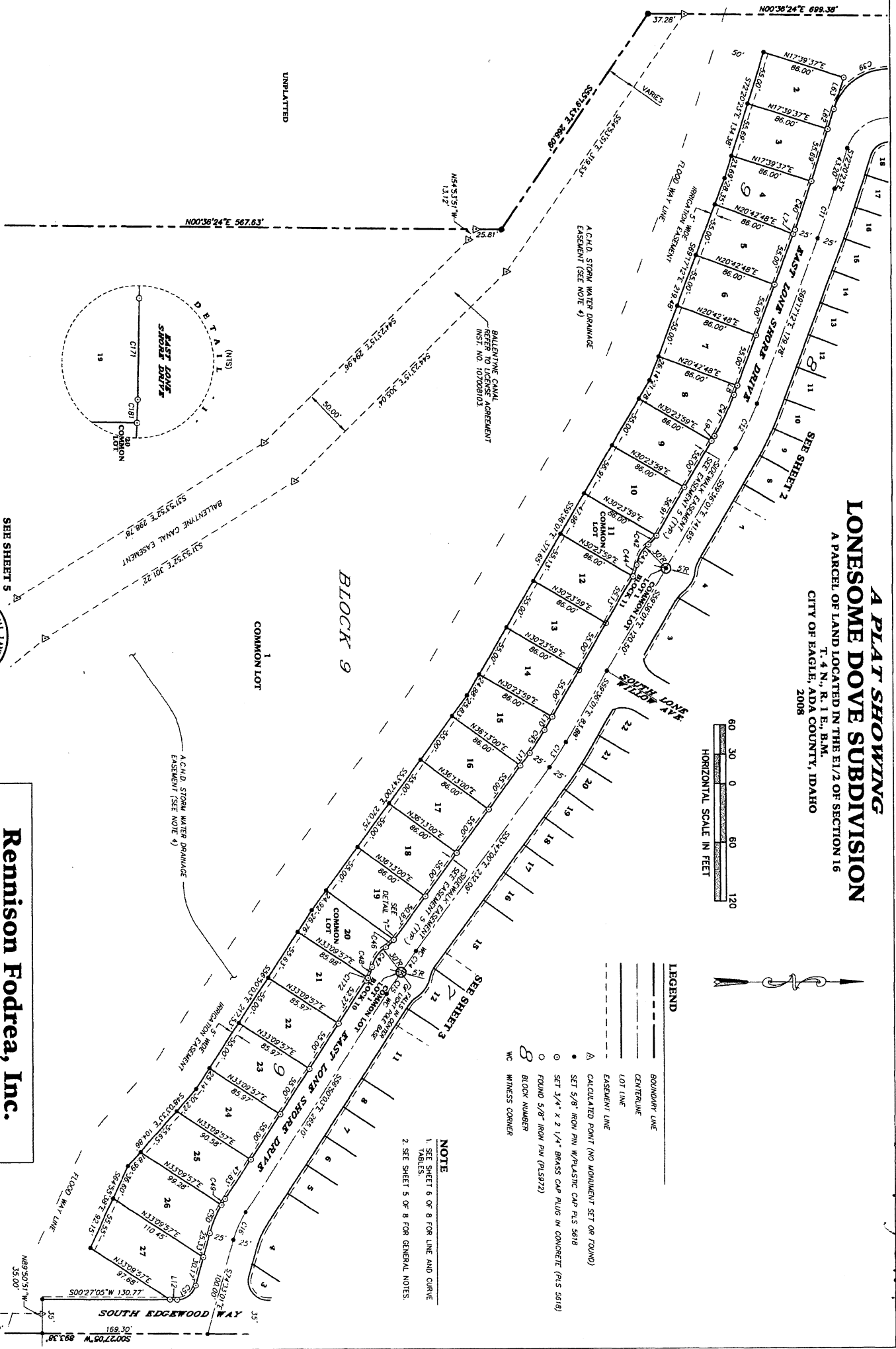
BK 101 P. 13464



LEGEND

- BOUNDARY LINE
- CENTERLINE
- LOT LINE
- - - EASEMENT LINE
- ▲ CALCULATED POINT (NO MONUMENT SET OR FOUND)
- SET 5/8" IRON PIN W/ PLASTIC CAP PLS 5618
- SET 3/4" X 2 1/4" BRASS CAP PILE IN CONCRETE (PLS 5618)
- FOUND 5/8" IRON PIN (PL5972)
- 8 BLOCK NUMBER
- WC WITNESS CORNER

NOTE
1. SEE SHEET 6 OF 8 FOR LINE AND CURVE TABLES.
2. SEE SHEET 5 OF 8 FOR GENERAL NOTES.



Rennison Fodrea, Inc.
Engineers • Surveyors • Planners

General Office:
Rennison Fodrea, Inc., P.O. Box 188
Coeville, Idaho 83311
Office: 208.382.4902
Fax: 208.382.3410

Eagle Office:
Rennison Fodrea, Inc., Suite 140
Eagle, Idaho 83516
Office: 208.938.2440
Fax: 208.938.2441

JOB NO. 2162 DRAWN BY: CM, OTD DATE: 12/9/08 SHEET 4 OF 8

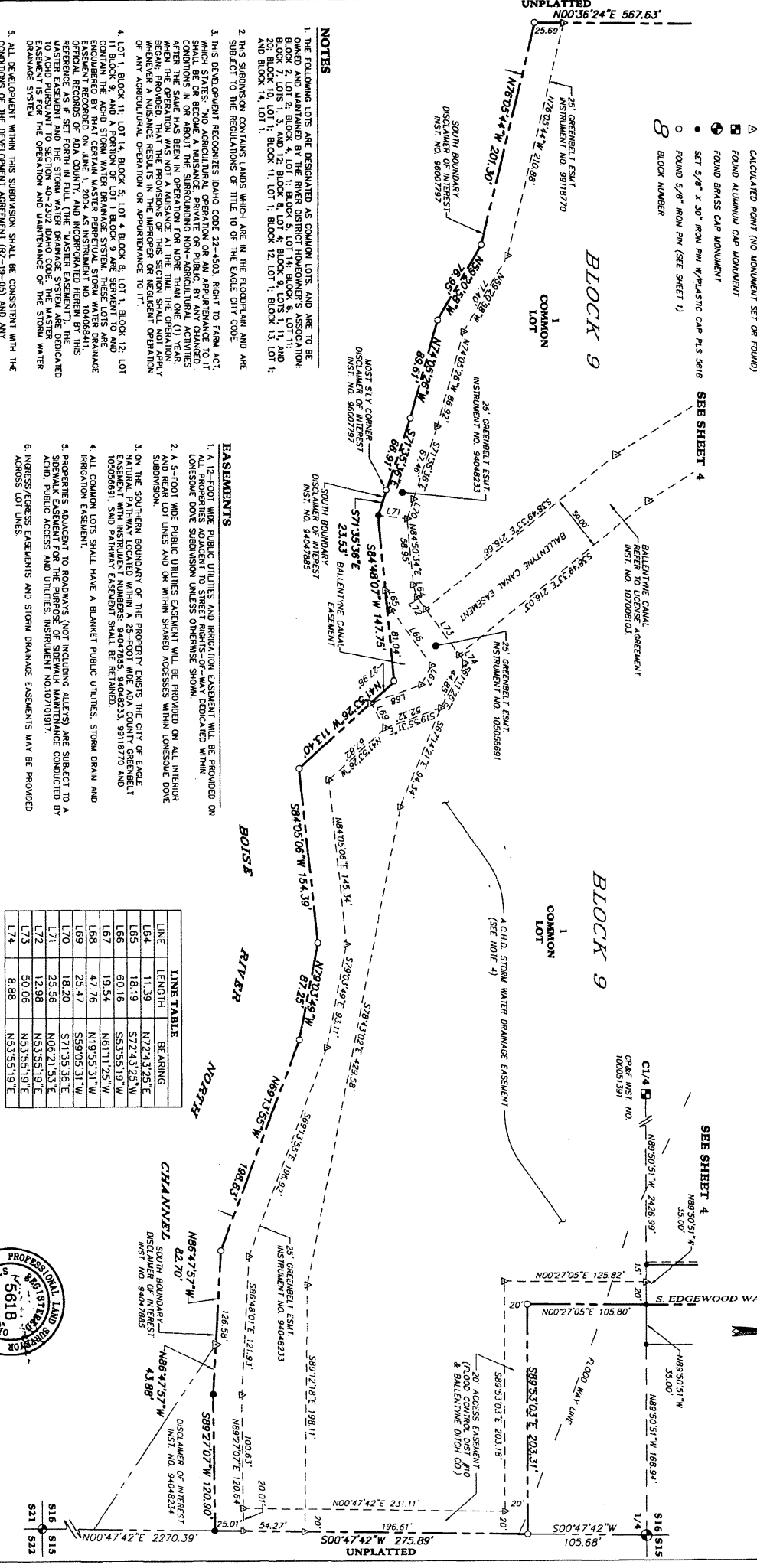
SEE SHEET 5

A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008

Blk 101 P. 13465

- ### LEGEND
- BOUNDARY LINE
 - SECTION LINE
 - QUARTER SECTION LINE
 - LOT LINE
 - EASEMENT LINE
 - △ CALCULATED POINT (NO MONUMENT SET OR FOUND)
 - FOUND ALUMINUM CAP MONUMENT
 - FOUND BRASS CAP MONUMENT
 - SET 5/8" X 3/8" IRON PIN W/ PLASTIC CAP PLS 5618
 - BLOCK NUMBER



- ### NOTES
- THE FOLLOWING LOTS ARE DESIGNATED AS COMMON LOTS, AND ARE TO BE OWNED AND MAINTAINED BY THE RIVER DISTRICT HOMEOWNERS ASSOCIATION: BLOCK 7, LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12; BLOCK 9, LOTS 1, 11, AND 20; BLOCK 10, LOT 1; BLOCK 11, LOT 1; BLOCK 12, LOT 1; BLOCK 13, LOT 1; AND BLOCK 14, LOT 1.
 - THIS SUBDIVISION CONTAINS LANDS WHICH ARE IN THE FLOODPLAIN AND ARE SUBJECT TO THE REGULATIONS OF TITLE 10 OF THE IDAHO CITY CODE.
 - THIS DEVELOPMENT REQUIRES DRAIN CODE 22-4503, RIGHT TO FARM ACT, 3-10-07, AND AGRICULTURAL, PRIVATE, OR AN APPEARANCE TO IT. ALL PROPERTIES ADJACENT TO STREET OVERSEEN SHALL BE DEDICATED WITHIN ONE (1) YEAR OF THE DATE OF RECORDING OF THIS INSTRUMENT. THE CITY OF EAGLE WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR. THE CITY OF EAGLE WILL BE RESPONSIBLE FOR THE MAINTENANCE OF THE STREET AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR. WHENEVER A NUISANCE RESULTS IN THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPEARANCE TO IT.
 - LOT 1, BLOCK 11; LOT 14, BLOCK 5; LOT 4, BLOCK 8; LOT 1, BLOCK 12; LOT 11, BLOCK 9; AND A PORTION OF LOT 1, BLOCK 9 ARE SERVING TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE EASEMENT RECORDED ON JUNE 1, 2004 AS INSTRUMENT NO. 10406411. REFERENCED AS IF SET FORTH IN TOLL THE MASTER EASEMENT TO THE DEDICATED TO ACHD PURSUANT TO SECTION 40-2202 (IADO CODE). THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
 - ALL DEVELOPMENT WITHIN THIS SUBDIVISION SHALL BE CONSISTENT WITH THE CONDITIONS OF THE DEVELOPMENT AGREEMENT (RZ-19-05) AND ANY SUBSEQUENT MODIFICATIONS TO IT.
 - COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS ARE IN EFFECT FOR THIS SUBDIVISION, RECORDED AS INSTRUMENT NO. 108131523.
 - PORTIONS OF THIS SUBDIVISION WHEREIN THE CURRENTLY DESIGNATED FLOODWAY AND FLOODPLAIN OF THE BOISE RIVER AS DEFINED BY FEMA FIRM MAP NO. 1600C, PANEL NO. 0154, DATED 02/19/03, THE SITE HAS BEEN RILED ABOVE THE CURRENT 100 YEAR FLOOD PLAIN LEVEL, AND THE BUILDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS AT THE TIME OF THE ISSUANCE OF A BUILDING PERMIT.

- ### EASEMENTS
- A 12-FOOT WIDE PUBLIC UTILITIES AND IRRIGATION EASEMENT WILL BE PROVIDED ON ALL PROPERTIES ADJACENT TO STREET OVERSEEN SHALL BE DEDICATED WITHIN ONE (1) YEAR OF THE DATE OF RECORDING OF THIS INSTRUMENT.
 - A 5-FOOT WIDE PUBLIC UTILITIES EASEMENT WILL BE PROVIDED ON ALL INTERIOR AND NEAR LOT LINES AND OR WITHIN SHARED ACCESSORIES WITHIN LONESOME DOVE SUBDIVISION.
 - ON THE SOUTHERN BOUNDARY OF THE PROPERTY EXISTS THE CITY OF EAGLE T EASEMENT WITH INSTRUMENT NUMBERS: 94047885, 94048233, 98118770 AND 100506691, SAID PAVEMENT EASEMENT SHALL BE RETAINED.
 - ALL COMMON LOTS SHALL HAVE A BLANKET PUBLIC UTILITIES, STORM DRAIN AND IRRIGATION EASEMENT.
 - PROPERTIES ADJACENT TO ROADWAYS (NOT INCLUDING ALLEYS) ARE SUBJECT TO A BLANKET PUBLIC UTILITIES AND UTILITIES INSTRUMENT NO. 10101917.
 - INGRESS/EGRESS EASEMENTS AND STORM DRAINAGE EASEMENTS MAY BE PROVIDED ACROSS LOT LINES.

- ### BUILDING SETBACKS
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE SETBACKS AS SET FORTH IN THE DEVELOPMENT AGREEMENT FOR RZ-19-05 AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L64 | 11.39 | N72°43'25"E |
| L65 | 18.19 | S72°43'25"W |
| L66 | 60.16 | S53°55'19"W |
| L67 | 19.54 | N61°11'25"W |
| L68 | 47.76 | N19°55'31"W |
| L69 | 23.47 | S59°05'31"W |
| L70 | 18.20 | S71°35'36"E |
| L71 | 25.56 | N06°21'53"E |
| L72 | 12.98 | N53°55'19"E |
| L73 | 50.06 | N53°55'19"E |
| L74 | 8.88 | N53°55'19"E |

LOT ACCESS NOTE

- OTHER THAN THE ACCESS SPECIFICALLY APPROVED BY A C.I.D. IN THE SUBDIVISION INSTRUMENT, ACCESS TO E. RIVERSIDE DRIVE AND S. EDGEWOOD WAY IS PROHIBITED.

NOTE

- SEE SHEET 6 OF 8 FOR LINE AND CURVE TABLES.



Renison Fodrea, Inc.

Engineers • Surveyors • Planners

Garrett Office
1000 E. 1st St., Suite 110
Coeur d'Alene, ID 83814
Office: 208.382.4302
Fax: 208.382.3410

Edgewood Office
1000 E. 1st St., Suite 110
Edgewood, ID 83616
Office: 208.538.2440
Fax: 208.538.2441

JOB NO. 2162 DRAWN BY: CAM, DTG DATE: 12/9/08 SHEET 5 of 8

A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T-4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008

CURVE TABLE

| CURVE LENGTH | ADIUS | DELTA | CHORD | BEARING |
|--------------|--------|--------|--------|---------|
| C1 | 76.24 | 765.00 | 5.2438 | 74.21 |
| C2 | 184.10 | 385.00 | 2.3159 | 147.08 |
| C3 | 106.58 | 550.00 | 1.1007 | 106.41 |
| C4 | 83.18 | 433.00 | 0.7323 | 83.00 |
| C5 | 42.33 | 200.00 | 0.2116 | 42.33 |
| C6 | 19.97 | 100.00 | 0.0529 | 19.97 |
| C7 | 13.97 | 70.00 | 0.0353 | 13.97 |
| C8 | 8.35 | 40.00 | 0.0214 | 8.35 |
| C9 | 4.27 | 20.00 | 0.0107 | 4.27 |
| C10 | 2.14 | 10.00 | 0.0054 | 2.14 |
| C11 | 1.07 | 5.00 | 0.0027 | 1.07 |
| C12 | 0.54 | 2.50 | 0.0014 | 0.54 |
| C13 | 0.27 | 1.25 | 0.0007 | 0.27 |
| C14 | 0.14 | 0.62 | 0.0003 | 0.14 |
| C15 | 0.07 | 0.31 | 0.0002 | 0.07 |
| C16 | 0.04 | 0.16 | 0.0001 | 0.04 |
| C17 | 0.02 | 0.08 | 0.0000 | 0.02 |
| C18 | 0.01 | 0.04 | 0.0000 | 0.01 |
| C19 | 0.01 | 0.02 | 0.0000 | 0.01 |
| C20 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C21 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C22 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C23 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C24 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C25 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C26 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C27 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C28 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C29 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C30 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C31 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C32 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C33 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C34 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C35 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C36 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C37 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C38 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C39 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C40 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C41 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C42 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C43 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C44 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C45 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C46 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C47 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C48 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C49 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C50 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C51 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C52 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C53 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C54 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C55 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C56 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C57 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C58 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C59 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C60 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C61 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C62 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C63 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C64 | 0.01 | 0.01 | 0.0000 | 0.01 |

CURVE TABLE CONTD.

| CURVE LENGTH | ADIUS | DELTA | CHORD | BEARING |
|--------------|-------|-------|--------|---------|
| C65 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C66 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C67 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C68 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C69 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C70 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C71 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C72 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C73 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C74 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C75 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C76 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C77 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C78 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C79 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C80 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C81 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C82 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C83 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C84 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C85 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C86 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C87 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C88 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C89 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C90 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C91 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C92 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C93 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C94 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C95 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C96 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C97 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C98 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C99 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C100 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C101 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C102 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C103 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C104 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C105 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C106 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C107 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C108 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C109 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C110 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C111 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C112 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C113 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C114 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C115 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C116 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C117 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C118 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C119 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C120 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C121 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C122 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C123 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C124 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C125 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C126 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C127 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C128 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C129 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C130 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C131 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C132 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C133 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C134 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C135 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C136 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C137 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C138 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C139 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C140 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C141 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C142 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C143 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C144 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C145 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C146 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C147 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C148 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C149 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C150 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C151 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C152 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C153 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C154 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C155 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C156 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C157 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C158 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C159 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C160 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C161 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C162 | 0.01 | 0.01 | 0.0000 | 0.01 |
| C163 | 0.01 | 0.01 | 0.0000 | 0.01 |

LINE TABLE

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | N72.55.36 W | 2.33 |
| L2 | N72.55.36 W | 68.81 |
| L3 | NOT USED | 32.20 |
| L4 | NOT USED | 18.46 |
| L5 | NOT USED | 4.65 |
| L6 | NOT USED | 10.12 |
| L7 | NOT USED | 3.76 |
| L8 | NOT USED | 15.72 |
| L9 | NOT USED | 7.63 |
| L10 | NOT USED | 4.06 |
| L11 | NOT USED | 21.09 |
| L12 | NOT USED | 3.21 |
| L13 | NOT USED | 7.28 |
| L14 | NOT USED | 12.88 |
| L15 | NOT USED | 22.17 |
| L16 | NOT USED | 17.48 |
| L17 | NOT USED | 12.80 |
| L18 | NOT USED | 6.80 |
| L19 | NOT USED | 22.17 |
| L20 | NOT USED | 19.88 |
| L21 | NOT USED | 22.17 |
| L22 | NOT USED | 16.76 |
| L23 | NOT USED | 5.98 |
| L24 | NOT USED | 4.80 |
| L25 | NOT USED | 22.17 |
| L26 | NOT USED | 19.88 |
| L27 | NOT USED | 22.17 |
| L28 | NOT USED | 16.76 |
| L29 | NOT USED | 5.98 |
| L30 | NOT USED | 4.80 |
| L31 | NOT USED | 22.17 |
| L32 | NOT USED | 19.88 |
| L33 | NOT USED | 22.17 |
| L34 | NOT USED | 16.76 |
| L35 | NOT USED | 5.98 |
| L36 | NOT USED | 4.80 |
| L37 | NOT USED | 22.17 |
| L38 | NOT USED | 19.88 |
| L39 | NOT USED | 22.17 |
| L40 | NOT USED | 16.76 |
| L41 | NOT USED | 5.98 |
| L42 | NOT USED | 4.80 |
| L43 | NOT USED | 22.17 |
| L44 | NOT USED | 19.88 |
| L45 | NOT USED | 22.17 |
| L46 | NOT USED | 16.76 |
| L47 | NOT USED | 5.98 |
| L48 | NOT USED | 4.80 |
| L49 | NOT USED | 22.17 |
| L50 | NOT USED | 19.88 |
| L51 | NOT USED | 22.17 |
| L52 | NOT USED | 16.76 |
| L53 | NOT USED | 5.98 |
| L54 | NOT USED | 4.80 |
| L55 | NOT USED | 22.17 |
| L56 | NOT USED | 19.88 |
| L57 | NOT USED | 22.17 |
| L58 | NOT USED | 16.76 |
| L59 | NOT USED | 5.98 |
| L60 | NOT USED | 4.80 |
| L61 | NOT USED | 22.17 |
| L62 | NOT USED | 19.88 |
| L63 | NOT USED | 22.17 |



Renning Fodrea, Inc.
Engineers • Surveyors • Planners

Concise Office
105 N. Main Street, P.O. Box 188
Coeur d'Alene, Idaho 83811
Office: 208.552.4192
Fax: 208.552.4110

Eagle Office
430 E. State St., Suite 140
Eagle, Idaho 83616
Office: 208.838.2440
Fax: 208.838.2411

JOB NO. 2182 DRAWN BY: C.M. DTD DATE: 9/29/08 SHEET 6 of 8

014 101 Pg 13/46

A PLAT SHOWING LONESOME DOVE SUBDIVISION

A PARCEL OF LAND LOCATED IN THE E1/2 OF SECTION 16
T. 4 N., R. 1 E., B.M.
CITY OF EAGLE, ADA COUNTY, IDAHO
2008

APPROVAL OF THE CITY ENGINEER

Accepted and approved this 24th day of November, 2008 A.D., by the City Engineer of the City of Eagle, Ada County, Idaho.

Eagle City Engineer _____ Date 11/24/08

APPROVAL OF THE CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Eagle, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 24th day of November, 2008 A.D., this plat was duly accepted and approved.

Eagle City Clerk _____ Date 11/24/08

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved this 5th day of November, 2008 A.D., by the Board of Ada County Highway District Commissioners.

Carol M. Vee
Chairman ACHD



CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and that it is in compliance with Idaho Code relating to plats and surveys.

Mark A. Burt
Ada County Surveyor PLS 8444



Date 12/16/2008



HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied. The health department of Ada County (DEH) approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval no drinking water or sewer/septic facilities were constructed. Building construction can be completed and the developer is simultaneously constructing these facilities. If the developer fails to construct facilities or meet the other conditions of DEH, then sanitary restrictions may be re-imposed in accordance with Section 50-1306, Idaho Code, by the health department of Ada County. Drinking water or sewer/septic facilities shall be allowed.

Mark A. Burt
Environmental Health Specialist
Central District Health Department
Date 11/17/08



CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property herein in the subdivision paid have been paid in full. This certification is valid for the next 90 days only.

Scott A. Hines
County Treasurer
Date 12/16/08



CERTIFICATE OF COUNTY RECORDER

State of Idaho }
Ada County } SS

I hereby certify that this plat of Lonesome Dove Subdivision was filed at the request of Mark A. Burt at 10 minutes past 3 o'clock P.M., this 11th day of November, 2008 A.D., in my office and was duly recorded as 101 of page 13494 of 13490 Book.

David Navarro
County Recorder
Date 12/16/08

Fee \$ 44.00

Remnison Fodrea, Inc.

Engineers • Surveyors • Planners

| | |
|---|--|
| Cascade Office 105 N. Main Street, P.O. Box 188 Eagle, Idaho 83625 Office: 208.382.4802 Fax: 208.382.3410 | Eagle Office 430 E. State St., Suite 140 Eagle, Idaho 83625 Office: 208.382.4802 Fax: 208.382.2441 |
| JOB NO. 2182 | DRAWN BY: C.M. DTD |
| DATE: 9/29/08 | SHEET 8 of 8 |



RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

DEVELOPMENT SERVICES INC.
9601 W. State Street, Suite # 203
Boise, Idaho 83714

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
LONESOME DOVE SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LONESOME DOVE SUBDIVISION ("Declaration") is made as of the 10th day of December, 2008, by Lonesome Dove, LLC an Idaho limited liability company.

WHEREAS, Declarant is the Owner of the following real property in the City of Eagle, County of Ada, State of Idaho, hereinafter sometimes referred to as the "Property":

See Exhibit "A" attached hereto and incorporated herein as if set forth in full.

WHEREAS, the Declarant desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) ensure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Declarant and all other persons or entities who may subsequently acquire an interest in the Property, and (iii) create a residential development of high quality;

WHEREAS, as additional land owned and platted by the Declarant adjacent to or in the vicinity of the Property is platted and developed for uses similar to that of the Property, upon election by the Declarant, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, because the Property will be developed in several phases, each of which may have unique characteristics, needs and requirements, the Declarant may, from time-to-time, promulgate further conditions, covenants, restrictions and easements as "Supplemental Declarations" relating to particular tracts or parcels of real property within the Property; and

WHEREAS, in order to achieve the objectives and desires of the Declarant, the Declarant will control the management and government of the Property and the non-profit corporation to be created (the "Association") until such time as the Owners take over the management functions through the Association after substantial completion of the development process.

ARTICLE I. DECLARATION

Declarant hereby declares that the Property, shall be held, sold and conveyed subject to the following Covenants, Conditions, Easements and Restrictions which are established for the purpose of protecting the value and desirability of, and which shall run with and bind, the Property, and each and

every part, parcel and Lot thereof, and be binding on all parties having any right, title or interest in the Property or any part, parcel or Lot thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE II. DEFINITIONS

As used in this Master Declaration or in any Supplemental Declaration, unless the context otherwise specifies or requires, the following words and phrases shall be defined as follows:

2.1 **Annexed Property** shall mean and refer to any real property made subject to this Master Declaration by Supplemental Declaration pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.2 **Architectural Review Committee** shall mean the Architectural Review Committee for the Subdivision.

2.3 **Architectural Review Committee Standards and Guidelines** shall mean such rules and/or standards promulgated by the Architectural Review Committee as authorized herein.

2.4 **Association** shall mean and refer to River District Homeowner's Association, Inc. a non-profit corporation organized under the laws of the State of Idaho, or any successor or assign of the corporation.

2.5 **Assessment** shall mean a payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

2.6 **Board** shall mean the duly elected and qualified Board of Directors of the Association.

2.7 **Building** shall mean a structure constructed on a Lot on a temporary or permanent basis and unless specified to the contrary shall include all other appurtenances and improvements thereto or used in connection therewith.

2.8 **Bylaws** shall mean the Bylaws of the Association including any amendments thereto duly adopted.

2.9 **ACHD** shall mean and refer to the Ada County Highway District.

2.10 **Carriage Houses** shall mean Lots 1-10, Block 5, Lots 8-18, Block 8, Lots 1-7, 15-18, Block 6 and Lots 2, 4-8, 16-22, Block 7 of Lonesome Dove Subdivision. These lots have shared side yards and alley loaded garages.

2.11 **Commercial Lots** shall mean Lots 3 and 4, Block 2 and Lots 1 and 2, Block 3 of Lonesome Dove Subdivision. These Lots are not subject to the Covenants, Conditions, Easements and Restrictions for Lonesome Dove Subdivision.

2.12 **Common Area** shall mean all property, or interest therein, located within or outside of the boundaries of the Property in which the Association owns an interest or controls or which the Association is obligated to maintain, and which is owned, held, or maintained for the betterment of the Owners and Occupants of the Property.

2.13 **Common Facilities** shall mean and refer to the physical improvements constructed by Declarant or the Association upon Common Area, or upon the utility easement over each Lot including, without limitation, all Association owned street lights, entry way lights, recreation centers, pools, signs (excluding street signs), benches, bridges, walkways and pedestrian paths, streams, and lakes, and the irrigation water system.

2.14 **Declarant** shall mean and refer to Lonesome Dove LLC, its successors and assigns.

2.15 **Dwelling** shall mean a Building intended for use as a single family residence.

2.16 **Easement for Ingress/Egress** shall refer to the perpetual, twenty foot (20') wide easement for ingress and egress through Lots 11-13, Block 5; Lots 5-7, Block 8; Lots 8-10 and 12-14, Block 6 and Lots 9-11 and 13-15, Block 7 as shown on the plat. This easement for ingress and egress shall run with the land and be maintained by the River District Town Home Association Inc. As used herein, the easement for ingress and egress shall include all Improvements thereto, including, without limitation, the roadway surface, curbs, gutters, sidewalks, drainage facilities, if any and any and all appurtenant improvements located thereon such as street lights, street signs and landscaping.

2.17 **Exempt Property** shall mean all properties within the Property which have been dedicated to, and accepted by, a local public authority and all properties owned by the Association or Declarant, all of which properties shall be exempt from assessments created herein, except that such term shall not include any land or improvements devoted to dwelling use.

2.18 **Improvements** shall mean all structures and appurtenances thereto of all kinds and types, including but not limited to, buildings, roads, driveways, parking lots, sidewalks, walkways, walls, fences, screens, landscaping, poles, signs and lighting. Improvements shall not include those items that are located totally on the interior of a Building and cannot be readily observed when outside thereof.

2.19 **Lot** shall mean and refer to all Lots within and shown upon any recorded subdivision plat of the Property, except the Common Area, and except for streets dedicated to the public as shown upon the recorded subdivision plat.

2.20 **Master Declaration** shall mean this instrument as it may be amended from time to time.

2.21 **Member** shall mean and refer to any person or entity that is a member of the Association as defined by the Articles and Bylaws of the Association and this Master Declaration.

2.22 **Mortgage** shall mean any mortgage or deed or other hypothecation of land located in the Property to secure the performance of an obligation. Unless otherwise specifically provided, the reference to a "Mortgage" in this Master Declaration shall be limited to a "first Mortgage" including a "first Deed of Trust" on a Lot.

2.23 **Mortgagee** shall mean the holder of a Mortgage or the beneficiary under a Deed of Trust, including an assignee(s) thereof, which Mortgage or Deed of Trust encumbers a Lot. Unless otherwise specifically provided, the reference to a "Mortgagee" in this Master Declaration shall be limited to a holder of a first Mortgage, including a beneficiary under a first Deed of Trust on a Lot.

2.24 **Occupant** shall mean any person, association, corporation or other entity who or which is an Owner, or has leased, rented, been licensed, or is otherwise legally entitled to occupy and use any Building

or Improvement on a Lot whether or not such right is exercised, including their heirs, personal representatives, successors and assigns.

2.25 **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 a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.26 **Patio Homes** shall mean Lots 2-10, 12-19 and 21-27, Block 9 of Lonesome Dove Subdivision.

2.27 **Plat** shall mean a final subdivision plat covering any real property in the Subdivision, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

2.28 **Property** shall mean and refer to the real property consisting of Lonesome Dove Subdivision according to the official plat thereof and every part, parcel, and Lot thereof, and shall further mean and refer to such additional real property as may hereafter be made subject to this Master Declaration by Supplemental Declaration, pursuant to the provisions hereof for the annexation of additional parcels of real property.

2.29 **Side Yards** shall mean those yard areas located between Dwellings on the Carriage House lots. Lot line boundaries are located within the Side Yards.

2.30 **Structure** shall mean anything constructed or erected, the use of which requires location on the ground or attachment, to something having a fixed location on the ground. Among other things, a structure shall include a Building and a Dwelling.

2.31 **Supplemental Declaration** shall mean the additional or different Covenants, Conditions, Easements and Restrictions relating to a particular tract or parcel of real property promulgated by the Declarant and recorded in the official records of Ada County, Idaho. Unless specifically provided to the contrary, or unless the context otherwise requires, a reference to "Master Declaration" shall include "Supplemental Declaration."

2.32 **Townhome Lots** shall mean Lots 11-13 and 15-17, Block 5; Lots 1-3 and 5-7, Block 8; Lots 8-10 and 12-14, Block 6 and Lots 9-11 and 13-15, Block 7 of Lonesome Dove Subdivision.

Whenever the context so requires, the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ARTICLE III. PROPERTY RIGHTS

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area and Common Facilities, which shall be appurtenant to, and shall pass with the title to every Lot subject to the following provisions:

3.1 **Rules and Regulations:** The Association shall have the right from time to time to adopt rules and regulations regulating the use and enjoyment of the Common Area and Common Facilities including the right to limit the number of guests and charge admission and other fees for the use of any Common Facility;

3.2 **Improvements**: The Association shall have the right, in accordance with its Articles and Bylaws, to borrow money for the purpose of maintaining and improving the Common Area and Common Facilities and in support thereof to mortgage said Common Area, provided that the rights of such mortgagee shall at all times be subordinate to the rights of the Owners under this Master Declaration;

3.3 **Enforcement**: The Association, the Declarant, and any Lot Owner or Owners shall have the right to enforce the provisions of this Master Declaration as provided for herein;

3.4 **Suspension**: The Association shall have the right to suspend the voting rights and right to use the Common Area and Common Facilities of any Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations;

3.5 **Easements**: The Association shall have the right to grant easements in the Common Area for utilities and similar purposes;

3.6 **Dedication**: The Association shall have the right to dedicate or transfer all or any part of the Common Area or Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by two-thirds (2/3) of the votes of the members of the Association; and,

3.7 **Delegation**: Any Owner may license or delegate his right of enjoyment of the Common Area and Common Facilities to the members of his family, his tenants, or contract purchasers who reside on the Property, subject to the provisions of this Master Declaration.

ARTICLE IV. RIGHTS RESERVED BY DECLARANT

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

4.1 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, easements and rights-of-way on, over and across all or any part of the streets for vehicular and pedestrian ingress and egress to and from any part of the Property, or any adjacent real Property owned by Declarant, or its successors or assigns;

4.2 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees (including any district, company, unit of local government, association or other entity providing water, sewer, gas, oil, electricity, telephone, cable television, or other similar services), easements, access and rights-of-way on, over, under and across all or part of the Common Area and utility easements on, over and under all Lots and Common Area as provided on any recorded Plat of the Property for installation, use, maintenance and repair of all lines, wires, pipes, pumps, water wells, facilities, and other things necessary for all such services, provided that any installation, maintenance or repair of such lines, wires or pipes shall be performed with reasonable care and that the surface of said easement area shall be restored to the level and condition that existed prior to the doing of work; and,

4.3 Itself, its employees, successors, assigns, agents, representatives, contractors and their subcontractors and employees, the right to use the Common Area and Common Facilities, where applicable, to facilitate and complete the development of the Property, and any Annexed Property, including without limitation, the use of the Common Area and Common Facilities, where applicable, for:

- A. Construction, excavation, grading, landscaping, parking and/or storage;
- B. Maintenance and operation of a sales office and model units for sales purposes;
- C. The showing to potential purchasers of any unsold Lot, unit or improvements within the Property;
- D. Display of signs to aid in the sale of any unsold Lots and units, or all or part of the Property;
- E. Construction, operation and maintenance of all or any portion of any Common Area or Common Facilities by Declarant, its successors or assigns;
- F. Use of the irrigation system for irrigation water for Common Area and expansion and connection of the irrigation system to any Annexed Property, and the use and enjoyment of water there from.

ARTICLE V. MAINTENANCE

5.1 **Common Area and Common Facilities:** Among its other responsibilities, the Association shall be responsible for maintenance of all Common Area and Common Facilities including operation of the irrigation water system. The Association may employ the services of a manager and other personnel to carry out such responsibilities. Such Common Area and Common Facilities shall be maintained in a neat, landscaped and becoming manner. Common Area within the Property hereinabove described shall include Lot 2, Block 2; Lot 1, Block 4; Lot 14, Block 5; Lot 11, Block 6; Lots 1,3 & 12, Block 7; Lot 4, Block 8; Lots 1, 11 & 20, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14 of Lonesome Dove Subdivision, according to the plat of the Property on file in the office of the recorder of Ada County, Idaho, together with easements and rights-of-way as shown upon the recorded Plat for pedestrian paths, streams, lakes and the irrigation system constructed and to be constructed for the Property whether or not within said Common Area. Common Area and Common Facilities shall also include such other real and personal property as may be conveyed to the Association from time to time by Declarant, or designated by it as Common Area in any Supplemental Declaration. The Association may not convey or change the use of the Common Area or Common Area Facilities without the prior written approval of the Eagle City Council. The Association shall at all times comply with the open space, pressurized irrigation, and drainage requirements of the City of Eagle.

5.2 **Landscape Maintenance of Lots.** The Association shall be responsible for the general maintenance of all front and rear lawns and regulation of sprinkler irrigation systems on the Lots. This includes mowing, fertilization of lawns, weeding of shrub beds, irrigation system spring start up and fall blow outs and regulation of water pressure and coverage of sprinklers. However, not included is any replacement or maintenance of trees or shrubs (including pruning), planting or maintenance of flowers, sprinkler system replacement or repairs or any side yard maintenance/irrigation of the Carriage Homes as defined in Section 14.3 herein.

ARTICLE VI. STORM WATER DRAINAGE AND RETENTION SYSTEM

6.1 Operation and maintenance of the storm water facilities at Lonesome Dove Subdivision shall be governed by the operation and maintenance manual of storm drainage system in Lonesome Dove

Subdivision, which manual may only be modified at the direction of the Board of the Association, with written approval by ACHD.

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

6.3 **ACHD Storm Water Drainage System.** Lot 14, Block 5; Lot 4, Block 8; Lot 11, Block 9; Lot 1, Block 11, Lot 1, Block 12 and a portion of Lot 1, Block 9 are servient to and contain the Ada County Highway District ("ACHD") storm water drainage system. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on May 1, 2004 as Instrument No.104068411 official records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.4 **ACHD Right to Inspect and Maintain.** ACHD shall have the right at all times to inspect the storm water drainage system, and perform any required maintenance and repairs. It will be the responsibility of ACHD to maintain and repair the storm drainage system components within the public right-of-way and easements shown on the Lonesome Dove Subdivision Final Plat. ACHD shall have the right to maintain and repair the storm water drainage system to include, but not limited to the curb and gutter, inlets, pipes, sand and grease traps, filters and storage ponds. It will be the responsibility of the Association to maintain landscape areas within the public right-of-way and easements to include:

- A. Mow grass within the public right-of-way and storm drainage easements during the growing season. Grass should be cut to length of 2 to 3 inches to provide adequate cover of the roots and reduce the effects of evaporation. Grass within the grassy swale should be maintained per the component maintenance schedule listed below.
- B. Keep shrubs and trees pruned or trimmed as needed to reduce overgrowth.
- C. Maintain and repair the pressurized irrigation system on an annual basis to ensure the proper irrigation of vegetation in planted areas. Irrigation system should be drained prior to the winter months to reduce damage caused by freezing.
- D. Restrict the planting of trees within 10 feet of storm drainage facilities.
- E. Clean trash and debris within subdivision as needed.
- F. At a minimum, storm water facilities should be monitored biannually. More frequent maintenance may be necessary, so periodic inspections should be performed to monitor the level of trapped debris or nonfunctioning storm drainage systems. The Association should contact ACHD if it has determined that a storm drainage component has failed or is not functioning properly.

6.5 **ACHD Approval of Amendments.** Any amendment of this Declaration, the Covenants, Conditions, Easements and Restrictions contained herein, or the Manual for Light Maintenance of Storm Water Facilities dated September 2008, prepared by Rennison Fodrea Inc., having any direct impact or affect on the ACHD storm water drainage system shall be subject to prior review and approval by ACHD.

6.6 **ACHD Assessment and Lien Rights.** ACHD shall be entitled to levy assessments to the Association for the reasonable costs of all required maintenance and repairs to the storm water drainage system. ACHD shall be entitled to a continuing lien all lots for such unpaid assessments for maintenance and repair to the storm water drainage system.

6.7 **Grading.** The owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Eagle City Code or by the Association, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District, or other public agency, and plantings and ground cover installed or completed thereon.

ARTICLE VII. USE AND BUILDING RESTRICTIONS

The use of any Lot and the construction of any Improvements thereon, shall be subject to the following requirements and restrictions:

7.1 **Building Restrictions:**

A. No Building, Structure, or Improvements shall be constructed, erected, altered or maintained on any Lot, nor shall any portion of the Property be used, designed or intended to be used for any purpose other than a single family dwelling, together with usual and appropriate structures, if any, approved by the Architectural Review Committee provided however that an office and model home or homes for the purpose of the development, construction and marketing of Lots and homes in the Property may be maintained by Declarant. In no event shall a manufactured home be erected, placed or permitted to remain on any Lot. All Buildings must comply with the applicable ordinances of the City of Eagle.

B. No Improvement shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefore have been reviewed in advance and approved in writing by the Architectural Review Committee in accordance with the provisions of Article X hereof, and comply with the applicable ordinances of the City of Eagle.

C. All Buildings shall be of frame, stone or stucco construction and, if other than stone, shall be finished, painted and maintained in good repair.

7.2 **Minimum Building Size and Height:**

A. No Dwelling shall be erected, altered, placed or permitted to remain on any Lot, which contains less than 1000 square feet of living area; and if the Dwelling contains more than one story, the minimum square footage of living area at grade shall be 750 square feet. The square footage of living area shall be based on the interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garages.

B. No Dwelling shall exceed thirty-five (35) feet in height, above grade at its highest point. No other storage or outbuildings are allowed.

7.3 **Setbacks**: Subject to the requirements set forth below.

A. All Dwellings shall be subject to the setbacks set forth in the Development Agreement recorded as Instrument No. 107128273, records of Ada County, Idaho. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

B. All other Structures shall be subject to such setbacks as may be required by the Architectural Review Committee. Notwithstanding the provisions herein regarding setbacks, if the applicable ordinances of the governmental entities having jurisdiction over the Property require setbacks different than those provided herein, the more restrictive shall prevail.

C. For the purpose of this section, eaves, steps, chimneys and gutters shall not be considered as a part of the Dwelling provided however that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the Dwelling to encroach upon any other Lot. Open porches shall not be considered as a part of the Dwelling for purposes of this section, but any open porch shall, prior to construction, require the approval of the Architectural Review Committee.

7.4 **Building Site Subdivision**: A building site shall consist of at least one (1) Lot, or a parcel composed of more than one (1) Lot. No Lot shall be further subdivided after the initial transfer thereof by Declarant. No parcel composed of more than one (1) Lot conveyed for the purpose of constructing a single family dwelling thereon, shall be subdivided or conveyed other than as a single indivisible parcel unless title thereto reverts to Declarant.

7.5 **Fences & Hedges**: All fencing within this development is to be wrought iron. All other fencing (i.e. cedar fencing, vinyl, chain link, etc.) shall be prohibited. No fences or walls shall be constructed, erected, installed or maintained on any Lot unless specifically approved by the Architectural Review Committee in writing, in advance of construction, as to location, design and color. All fences and hedges must comply with the applicable ordinances of the City of Eagle and the Development Agreement, recorded as Instrument No. 107128273, records of Ada County, Idaho.

7.6 **Construction**: During the course of construction, no trailer houses or similar mobile units designed for overnight accommodations shall be parked on any street. No trailer, basement, tent, shack, garage, barn or other unattached structure erected on a Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No building of any kind shall be erected or maintained on a Lot prior to the construction of the Dwelling thereon. Declarant or its authorized agents, to facilitate Lot sales, may place a temporary sales office of a portable nature upon any Lot. The construction of Improvements shall be prosecuted diligently and continuously from the time of commencement thereof until such Improvements are fully completed and painted. The construction site shall be cleaned of trash and debris nightly and maintained in a non-nuisance condition.

7.7 **Mining and Drilling**: No derrick or other structure designed for use in boring or drilling for oil, natural gas or other products shall be erected, placed, permitted or maintained upon any portion of the Property, nor shall any oil, natural gas, petroleum, asphalt or other hydrocarbon product or substance be produced or extracted by or from any well upon, in or under said Property. No oil drilling, oil development operations, oil refining, mining, quarrying or other mineral excavation or similar activity shall be permitted on or under any part of the Property, nor shall oil wells, tanks, tunnels, mineral excavations, shafts or drifts be permitted upon or in any Lot. No excavation for stone, sand, gravel, earth or minerals shall be made

upon a Lot, unless and only to the extent, such excavation is necessary in connection with the construction of an approved Structure thereon.

7.8 **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, domestic cats or other household pets may be kept for an Owner's personal use, provided:

A. Such animals are not bred or maintained for any commercial purpose; and,

B. An Owner may have a maximum of two (2) dogs, two (2) cats OR one (1) dog and one (1) cat at any one time on the Lot.

C. Any such household pets shall be properly restrained and controlled at any time they are within the Property. When such household pets are off an Owner's property, each household pet shall be on a leash. It shall be the obligation of an Owner to control his animals in accordance with the Rules and Regulations from time to time adopted by the Association. All Owners shall be responsible for picking up and properly disposing of all organic waste of their domestic dogs and cats.

D Any animal issues regarding excessive noise, roaming and/or non-removal of organic waste shall be reported to the local Animal Control authority for corrective action.

E. Any kennel for animals, which is constructed or maintained on any Lot, shall be; (1) screened from view in a location and of construction approved by the Architectural Review Committee; (2) located and maintained in a manner to avoid any endangerment of or nuisance to adjacent Lot Owners; and (3) maintained in a clean, odor free and insect free manner.

F. "Household pets" as permitted hereby shall not include livestock, poultry, swine, or waterfowl.

G. Notwithstanding the foregoing, household pets shall not be kept which unreasonably bother or constitute a nuisance to other Owners.

7.9 **Landscaping:** Prior to the completion of construction of the Dwelling upon any Lot, the Owner shall submit a landscaping plan to the Architectural Review Committee for written approval. The Owner shall landscape such Lot in conformance with the landscape plan approved by the Architectural Review Committee within thirty (30) days after substantial completion of Dwelling provided however that if placement and planting of landscaping is made impractical by inclement weather, the completion of landscaping may be deferred a reasonable period of time in the discretion of the Architectural Review Committee (but shall be completed no later than the next April 30th following occupancy). Prior to construction of Improvements, the Owner shall remove weeds and maintain the Lot in a clean and safe condition free of debris or any hazardous condition. The landscaping plan must comply with the applicable ordinances of the City of Eagle and the Development Agreement, recorded as Instrument No. 107128273, records of Ada County, Idaho.

7.10 **Unsightly Structures, Property or Practices:** No unsightliness shall be permitted on any Lot. Without limiting the generality of the foregoing, the following specific restrictions shall apply:

A. All unsightly facilities, equipment or structures shall be enclosed within approved structures or appropriately screened from view as determined by the Architectural Review Committee.

B. Basketball backboards or posts shall not be allowed.

C. All refuse, garbage and trash shall be kept at all times in covered reasonably noiseless containers, which shall be kept and maintained, within an enclosed structure or appropriately screened from view except when necessarily placed for pick up by garbage removal service not to exceed 18 hours in any one (1) week period (Monday through Sunday).

D. Storage piles, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall not be allowed. No lumber, grass, shrubs or tree clippings or scrap, refuse, trash or other materials shall be kept, stored or allowed to accumulate on any Lot.

E. No major appliances, including without limitation clothes washers, dryers, refrigerators or freezers may be kept, stored or operated on any balcony, patio, porch or other exterior area of any Structure or Improvement. Window air-conditioning units are not allowed.

F. Windows shall be covered only by drapes, shades or shutters and shall not be painted or covered by foil, cardboard, sheets or similar materials.

7.11 **Material Storage and Maintenance of Vacant Lots:** No building materials of any kind shall be placed or stored upon a Lot until the Owner is ready and able to commence construction and then such material shall be placed within the property lines of the Lot upon which the Structure is to be erected. All vacant lots shall be maintained by Owner in a weed free manner at all times.

7.12 **Noxious Use of Property:** No portion of the Common Area, any Lot, or any Structure thereon shall be used for the conduct of any trade or business or professional activities. No business or home occupation shall be conducted from any Lot, except that a home office may be conducted from the interior of the Dwelling Unit provide such home occupation does not increase the burden on the public or private streets within the Property or the Cross Access Easement (provided however that this provision shall not restrict Declarant's rights as set forth in Article IV of this Master Declaration). If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on these public or private streets and/or Cross Access Easement, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from their Dwelling Unit. Noxious or undesirable acts or undesirable use of any portion of the Property is prohibited and shall not be permitted or maintained.

7.13 **Boats, Campers and Other Vehicles:** Trailers, travel trailers, pick-up trucks larger than one (1) ton, boats, tractors, campers, utility trailers, recreation vehicles including, but not limited to, all-terrain vehicles, motorcycles, jet skis, snowmobiles, garden or maintenance equipment and vehicles other than automobiles, shall be kept at all times in an enclosed structure and at no time shall any of said vehicles or equipment be parked or stored on a public or private right-of-way within the Property. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles and other vehicles (hereinafter "automobiles"). No other use of a garage that prohibits or limits the use of a garage for the parking or storage of the number of automobiles for which it is designed shall be permitted. No inoperative vehicle shall be parked or stored at any time within the Property.

A The use of all vehicles, including but not limited to, automobiles, trucks, motorcycles and all-terrain vehicles, shall be prohibited in the Common Area or utility easements within the Property except for the express purpose of maintenance for said Common Area or easements.

B. Notwithstanding the foregoing, boats, trailers, campers, motor homes or similar recreational vehicles may be parked on a Lot in the driveway for a period not to exceed 24 hours in duration, nor more than 48 hours in any seven (7) day period, while in immediate use by an Owner, being prepared for use, or being prepared for storage after use. The intent is to allow the homeowner to load and/or unload vehicles after use and not for storage of vehicle or use as living quarters.

7.14 **Exterior Antennas:** No exterior radio antennae, television antennae, satellite dish antennae or any other antennae of any type shall be erected or maintained on the Property until the specifications and location is submitted to and approved in writing by the Architectural Review Committee.

7.15 **Signage:** Not more than one (1) realtor sign, one (1) marketing sign and one (1) Builder sign shall be allowed on any Lot at any one time advertising the property for sale or rent or to advertise the property during the course of construction. No sign of any kind shall be displayed to the public view more than six (6) square feet in size. In addition, signs may also be allowed as follows:

A. The Association may erect and maintain uniform subdivision identification signs, street signs and other appropriate informational signs upon the Common Area and Common Facilities or upon utility easements of a size and design approved by the Architectural Review Committee. No other signs shall be placed or maintained upon the Common Area.

B. Declarant is entitled to place signs of such size, design and number, as Declarant may deem appropriate, to identify the project and display related information pertaining thereto, and to advertise Lots for sale, on any portion of the Property.

7.16 **Exterior Lighting:** No exterior lighting shall be installed or maintained on any Lot or structure thereon, which interferes with the use and enjoyment of adjacent Lots without prior written approval of the Architectural Review Committee. All exterior lighting shall be in compliance with the applicable ordinances of the City of Eagle.

7.17 **Mail Boxes:** Each Lot shall have a uniform mailbox within a cluster box unit and support structure initially installed by Declarant and thereafter maintained in good repair and replaced as needed by Association.

7.18 **Sewage Disposal:** No septic tank or other individual sewage disposal system shall be constructed or installed on any Lot.

7.19 **Drainage:** Irrigation drain or wastewater may be transmitted only by the irrigation and drainage systems installed by Declarant and operated and maintained by the Association and shall not be permitted to flow in open ditches to or on any Lot.

ARTICLE VIII. HOMEOWNER'S ASSOCIATION

8.1 **Formation:** It is contemplated that simultaneously with the execution and recordation of this Declaration; the Association will be incorporated and will adopt Bylaws (the "Bylaws") for its governance.

To the extent the Articles of Incorporation or Bylaws of the Association may conflict with the provisions of this Master Declaration, the provisions of this Master Declaration shall control.

8.2 **Sub-Associations:** Declarant shall have sole and absolute right to create one or more Sub-Association for the purposes not inconsistent with this Master Declaration including, but not limited to, the following which shall be provided for in a Supplemental Declaration:

- A. Acquire and improve any Lot, tract, parcel or portion of Lonesome Dove Subdivision;
- B. Promulgate rules and regulations governing Common Area, if any, owned by or under the control of the Sub-Association
- C. Determine the services, in addition to those furnished by the Association, which are to be furnished to or for the benefit of the Members of the Sub-Association.
- D. Assess and certify to the Association for collections Regular, Special and Limited Assessments required to meet the estimated cash needs of the Sub-Association.

Except as provided in to the contrary in this Master Declaration or unless specifically provided to the contrary in this Supplemental Declaration relating to a Sub-Association, the provisions of this Article shall be applicable to and shall regulate each Sub-Association.

8.3 **Membership:** Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the corporation, including contract sellers, shall be a member of the corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the corporation.

8.4 **Voting:** The Association shall have two (2) classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or this Master Declaration.

A. Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is an Owner of a 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.

B. The sole Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A membership (one (1) Class A membership for each Lot owned) on the earlier of:

- 1. When all the Lots have been sold to Owners other than Declarant; or
- 2. At Declarant's discretion.

8.5 **Meetings of Members**

A. Annual Meetings: The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association. The annual meeting of the Members for the election of directors whose terms have expired and for the transaction of such other business as may properly come before the meeting shall be held as such hour and on such day as shall be determined by the Board of Directors. Each Lot Owner shall be deemed a Member of the Association, and shall be entitled to cast such votes as provided for in the Declaration.

B. Special Meetings: Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

C. Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days no more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Article of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, by vote of a majority of the membership votes entitled to be cast then present or represented thereat, the meeting may be adjourned from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

E. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot after said meeting that proxy is specifically designated for.

8.6 Board of Directors; Selection, Term of Office

A. Number: The affairs of this Association shall be managed by a board of not less than three (3) directors, who need not be Members of the Association.

B. Term of Office: Until the first annual meeting of Members, the directors of the Association shall be those individuals named in the Articles of Incorporation or their successors determined in accordance with this Article. At the first annual meeting the members shall elect a minimum of one director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. If the board is to consist of more Members, additional directors shall be elected, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years and then repeat. At each annual meeting thereafter, the members shall elect directors sufficient in number to fill all vacancies for a term of three (3) years. At such meeting, and at each annual meeting of Members thereafter, the directors shall be elected by the Members; provided however, that if for any reason any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of Members held for that purpose. All directors shall hold office until their respective successors are elected.

C. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

D. Compensation: No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

E. Action Taken Without A Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

8.7 Nomination and Election of Directors

A. Nomination: Nomination for election to the Board of Directors shall be made from a nominating committee or from the floor at the annual meeting. Such nominations may be made from among Members or nonmembers.

B. Election: Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

8.8 Meeting of Directors

A. Regular Meetings: Regular meetings of the Board of Directors shall be held as needed without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

B. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

C. Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

8.9 Powers and Duties of Board of Directors

A. Powers: The Board of Directors shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

2. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

3. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

4. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

5. Employ managers, independent contractors or such other employees as the board deems necessary and to prescribe their duties.

B. Duties: It shall be the duty of the Board of Directors to:

1. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.

2. Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

3. As more fully provided in the Declaration to:

A. Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

B. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

C. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

4. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

5. Procure and maintain adequate liability and hazard insurance on property owned by the Association;

6. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

7. Cause the Common Area to be maintained as more fully provided for in the Declaration; and

8. Perform or cause to be performed all other duties imposed upon the Association or the Board by the provisions of the Declaration.

8.10 Officers and Their Duties

A. Enumeration of Offices: The officers of this Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary and a treasurer, and such other officers as the Board may from time to time create by resolution.

B. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

C. Term: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign or shall be removed or otherwise disqualified to serve.

D. Special Appointments: 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.

E. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make effective.

F. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

G. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section D of this Article.

H. Duties: The duties of the officers are as follows:

1. President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

2. Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing names of Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

4. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX. COVENANT AND LIEN FOR ASSESSMENTS

The Declarant, for each Lot within the Property, hereby covenants and creates a claim of lien, with power of sale, to secure payment to the Association of any and all assessments levied hereunder. Each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay to the Association (a) Regular Assessments, and (b) Special Assessments, and (c) Limited Assessments, such assessments to be established and collected as hereinafter provided. Notwithstanding any other provision in this Master Declaration to the contrary, exempt Property shall not be subject to the assessment provided for herein unless a Dwelling is constructed thereon.

9.1 Regular Assessment:

A. Regular Assessments shall be assessed on a calendar year basis unless otherwise determined by the Board. The Regular Assessments shall be based upon advance estimates of annual cash requirements as determined by the Board for the maintenance and operation of the Common Areas and all easements areas, if any, controlled by the Association and for the performance by the Association of its other duties and responsibilities. Such estimates may include, but shall not be limited to, expenses of management, taxes and special assessments of local governmental units, premiums for all insurance which the Association is required or permitted to maintain hereunder, landscaping and care of grounds, lighting, water charges, trash collection, sewerage charges, repair and maintenance, clubhouse and pool maintenance, legal and accounting fees, any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

B. The Board will compute the amount of the initial Regular Assessment beginning the first day of the month in which the first sale of a Lot, occurs (Initiation Date). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) days nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one (1) year.

9.2 **Special Assessment**: The Association may levy at any time a Special Assessment payable over such period as the Board may deem appropriate for the following purposes:

A. **Short Fall Assessment**: In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the expenses of the Association for any reason, including but not limited to, non-payment of dues by Owners, costs of any construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area or any facility located thereon or an easement area controlled by the Association; the furnishing of a special service or services (other than those appropriate for a

Limited Assessment); attorney's fees and/or litigation costs or other professional fees; any other expenses incurred or to be incurred as provided for in the Master Declaration; or for any other reason, the Board shall determine the approximate amount necessary to defray such expense and levy a Special Assessment. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross expenses of the Association for that fiscal year, without the approval of a majority of the Members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

B. **Transfer & Refinance Special Assessment**: Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a special transfer assessment of Two hundred dollars (\$200.00), which shall be used for general Association purposes. This includes the first transfer of title between Declarant and Owner.

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

A. **Maintenance & Repair**: The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvement on a Lot, if such maintenance and repair is necessary, in the opinion of the Board, to protect the Common Area or any other portion of the Property and if the Owner of said Lot has failed or refused to perform said maintenance or repair after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such maintenance and repair, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such maintenance and repair or the collection of the Assessment therefore.

B. **Correction of Violation**: The Association shall have the power to incur expenses for the correction of a violation of this Master Declaration or the Architectural Review Committee Standards and Guidelines on a Lot if the Owner of said Lot has failed or refused to correct such a violation after written notice of the necessity thereof has been delivered by the Board to said Owner in accordance with the procedures set forth in Paragraph C below. The Board shall levy a Limited Assessment against the Owner to reimburse the Association for the cost of such corrective action, together with any other cost or expense, including management fees and attorney fees, arising out of or incident to such corrective action or the collection of the Assessment therefore.

C. **Notice**: The Owner of the Lot which is in need of maintenance and repair or corrective action as set forth above, shall be given seven (7) days written notice of the maintenance and repair or corrective action required. The notice shall be delivered personally to such Owner or sent *via* first class mail or certified mail to the last known address of such Owner shown on the records of the Association.

D. **Collection Costs**: Each Owner against whom a Limited Assessment is levied 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 two percent (2%) per month plus a management fee equal to twenty five percent (25%) of all the costs expended for the corrective action and all attorney fees incurred, which such amounts shall be added to and become a part of the Limited Assessment against that Lot, and Owner and shall create a lien enforceable in the same manner as other Assessments set forth in

this Declaration. If such an Assessment is not paid within ten (10) days of notice of the Limited Assessment, the Owner shall also be subject to late fees and collection procedures set out herein.

9.4 **Personal Obligation:** Each such Assessment, together with interest thereon at the legal rate, reasonable collection costs incurred by the Association for collection proceedings by a management company for the Association, and reasonable attorney fees shall also be the personal obligation of the Owner of such property at the time when the Assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, and in any event shall not relieve the Owner of his personal responsibility therefore, but unpaid Assessments shall constitute a continuing lien against the Lot until paid.

9.5 **Collection of Assessments:** Any Assessment not paid within thirty (30) days after the due date shall be assessed an additional late charge of \$25.00 per each week (or portion thereof) that the payment is late, plus interest from the due date at the rate of two percent (2%) per month or twenty-four percent (24%) per annum, or at such other rate as may be established annually by the Board. Each Assessment, when levied, shall automatically constitute a lien on and against the Lot to which the Assessment pertains, without any requirement of filing any documentation of such lien. The Association may nonetheless file an affidavit of Lien evidencing such lien at any time after the due date of the Assessment.

A. The Association may, from time to time, retain the services of a professional organization, bank, credit bureau, attorney, accountant, or such other disinterested party or entity for the purpose of giving notice and collecting the Regular, Limited or Special Assessments.

B. The Association may:

1. Bring an action at law against the Owner personally for the Assessment, late fee and interest due, and the costs of action; or
2. Foreclose the lien against the Lot in the same manner as provided by law as to statutory material men's liens; or
3. Use the enforcement procedures of the Bylaws, if any.

C. In the event of enforced collection of an Assessment, the costs of collection including management and processing fees as well as reasonable attorney fees shall be added to the amount of the Assessment for collection.

D. No Owner may waive or otherwise escape liability for the Assessments provided for herein by failure to use the Common Area or the Common Facilities or by the abandonment of his Lot.

9.6 **Subordination of Liens to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. The sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to foreclosure of a mortgage, or deed of trust, or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. Such foreclosure shall not affect the personal liability of the Owner for such Assessments. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof.

9.7 **Rights of Mortgagees:** Mortgagees shall not be required to collect Assessments on behalf of the Association. The Owner's failure to pay Assessments due to the Association shall not constitute a default under any mortgage affecting the Owner's Lot.

9.8 **Certificate:** Upon written request by an Owner, and for a reasonable charge, the Association shall provide a certificate signed by an officer or representative of the Association setting forth whether the Assessments on a specified Lot have been paid

ARTICLE X. ARCHITECTURAL REVIEW

10.1 **Creation of Architectural Review Committee:** In order to protect the quality and value of the homes built on the Property and for the continued protection of the Owners thereof, an Architectural Review Committee is hereby established consisting of three (3) or more members to be appointed by Declarant. So long as the Declarant owns any Lot or parcel within or adjacent to the Property, the Declarant shall have the sole right to appoint and remove all members of the Architectural Review Committee. Thereafter, the members of the Architectural Review Committee shall be appointed or removed by the Board.

10.2 **Approvals Required:** No building, fence, wall, pool, patio cover, window awning or other structure or landscaping improvements of any type shall be commenced, erected or maintained upon any Lot or Common Area, nor shall any exterior addition to or change or alteration of existing improvements be made, until the plans and specifications showing the nature, kind, shape, configuration, height, materials, location of the same and such other detail as the Architectural Review Committee may require (including but not limited to any electrical, heating or cooling systems) shall have been submitted to and approved in writing by the Architectural Review Committee as to harmony of external design and location in relation to surrounding structures and topography and as to conformity with the requirements of this Master Declaration and the Development Agreement recorded as Instrument No. 107128273, records of Ada County Idaho. In the event the Architectural Review Committee fails to approve, disapprove or specify the deficiency in such plans, specifications and location within thirty (30) days after submission to the Architectural Review Committee in such form as it may require, approval will not be required, and this Article will be deemed to have been fully complied with.

10.3 **Rules and Regulations:** The Architectural Review Committee is hereby authorized to adopt rules to govern its procedures including such rules as the Committee deems appropriate and in keeping with the spirit of due process of law with regard to the right of concerned parties to be heard on any matter before the Committee. The Committee is further hereby empowered to adopt such regulations as it shall deem appropriate consistent with the provisions of this Master Declaration with regard to matters requiring the Architectural Review Committee's approval including matters of design, materials, and aesthetic interest.

10.4 **Fees:** The Architectural Review Committee may establish by its adopted rules, a fee schedule for an architectural review fee to be paid by each Owner submitting plans and specifications to the Committee for approval. No submission for approval will be considered complete until such fee has been paid. Such fee shall not exceed such reasonable amount as may be required to reimburse the Architectural Review Committee for the costs of professional review of submittals and the services of a consultant to administer the matter to its completion including inspections which may be required.

10.5 **Waiver:** The approval of any plans, drawings or specifications for any plans, improvements or construction, or for any matter requiring the approval of the Architectural Review Committee, shall not

be deemed a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

10.6 **Variances**: Architectural Review Committee shall have the ability to grant variances in regard to specific cases.

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

10.8 **Review of Exterior Appearance, Walls, Etc.**: The visual harmony and aesthetic appeal of the Project being of mutual concern to all Owners and having a direct bearing on the value of Lots and Improvements thereon, the Architectural Review Committee shall, without limiting the generality of the foregoing sections, have the right to review the texture, design and color scheme of the outside walls, fences, screening devices, roofs, patio roofs, and covers of all Structures erected upon any Lot and to require basic landscaping and maintenance thereof. The Owner shall not repaint the outside walls or fences without the prior approval of the Architectural Review Committee as to color. All open porches and patio roofs shall require the prior approval of the Architectural Review Committee. Any changes to the exterior appearance or walls must comply with the Development Agreement, recorded as Instrument No. 107128273, records of Ada County, Idaho and must be approved by Architectural Review Committee.

ARTICLE XI. ENFORCEMENT

11.1 **Authority to Enforce**: The provisions of this Master Declaration may be enforced by any of the following persons or entities under the procedure outlined herein:

- A. The Board as to all matters;
- B. The Declarant so long as it has any retained ownership of any of the Property; and
- C. The Owner or Owners of any Lot adversely affected, but only after written demand is made on the Association and its failure to act, except that no such Owner shall have the right to enforce independently of the Association any assessment or lien herein.

11.2 **Methods of Enforcement**: Subject to the provisions of Paragraph 11.3 hereof, the following methods of enforcement may be utilized:

- A. Legal or equitable action for damages, injunction, abatement, specific performance, foreclosure, rescission, cancellation of any contracts of an executory nature, or such other remedies at law and equity which may be available in a court of law.
- B. Eviction for trespass by police action.
- C. The Association through its agents shall have the authority to take appropriate corrective action against the Owner of any Lot pursuant to Section 9.3. above.

D. Monetary penalties and temporary suspension from Association membership rights and privileges including, without limitation, curtailment of water from the irrigation system provided that except for late charges, interest, and other penalties for failure to pay as due Assessments levied by the Association as provided in this Master Declaration, no such discipline or sanction shall be effective against a Member unless:

1. The Member is given seven (7) days written notice of the proposed discipline or sanction and a timely opportunity to be heard on the matter. The opportunity to be heard may, at the election of such Member, be oral or in writing. The notice shall be given personally to such Member or sent by first-class or certified mail to the last address of such Member as shown on the records of the Association and shall state the place, date and time of a hearing to be held on the matter, which shall not be less than five (5) days before the effective date of the proposed discipline or sanction.

2. The hearing shall be conducted by the Board or a committee composed of not less than three (3) persons, appointed by the Board, which shall conduct the hearing in good faith and in a fair and reasonable manner and shall not reach a decision regarding appropriate discipline or sanction until the conclusion of the hearing.

3. Any Member challenging the discipline or sanction imposed by the Board, including any claim alleging defective notice must commence court action within thirty (30) days after the date of the contested discipline or sanction imposed by the Board.

4. A monetary penalty imposed by the Association as a compliance measure for failure of a Member to comply with the provisions of this Declaration or as a means of reimbursing the Association for costs incurred by the Association in the repair of damage to the Common Area, or Common Facilities, for which the Member was allegedly responsible, or in bringing the Member and his Lot into compliance with this Declaration, may be treated as a Limited Assessment which may become a lien against the Member's Lot, enforceable by a sale of the interest. This provision does not apply to charges imposed against an Owner consisting of reasonable late payment penalties for delinquent Assessments and for charges to reimburse the Association for the loss of interest and for costs reasonably incurred (including attorney's fees) in its efforts to collect delinquent Assessments.

11.3 **Limitations on Enforcement:** The Association may not cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of his individually owned interest, other than the right to receive water from the irrigation system, on account of the failure of the Owner to comply with provisions of this Master Declaration except by judgment of a court or a decision arising out of arbitration or on account of a foreclosure for failure of the Owner to pay Regular, Special, or Limited Assessments duly levied by the Association.

11.4 **Fees and Costs:** The Association, or any person entitled to enforce any of the terms hereof, by any of the means contained herein, who obtains a judgment or decree from any court or arbitrator enforcing any of the provisions hereof, shall be entitled to reasonable attorney's fees and all costs incurred or anticipated to be incurred in remedying or abating the offensive condition as a part of his or its judgment or decree against the party in violation hereof.

11.5 **Failure to Enforce:** Neither the Association nor the Architectural Review Committee shall be liable to any person for failure to enforce any of the terms hereof, for personal injury, loss of life, damage

to property, economic detriment or for any other loss caused either by their enforcement or non-enforcement. The failure to enforce any of such matters, including any covenants contained in this Declaration, shall not be deemed a waiver of the right to subsequently do so.

ARTICLE XII. ANNEXATION

12.1 **Procedure**: Any additional land may be annexed by Declarant without the consent of Members within twenty (20) years of the date of this instrument. Amendment of the Master Declaration to include such Annexed Property, and to subject such Annexed Property to the rights, privileges, restrictions, covenants and easements herein provided shall be made by the execution and recordation by Declarant of a Supplemental Declaration, which shall describe the Annexed Property and any supplemental covenants, conditions and restrictions applicable thereto, and shall describe the Common Area and Common Facilities thereof. Upon the recordation of the Supplemental Declaration, the Annexed Property described therein, shall be subject to the terms and provisions of this Master Declaration as though included originally in this Master Declaration, and the definitions of Property, Common Area and Common Facilities shall automatically be amended to conform to such supplement or supplements, as shall all the other definitions herein, including the definitions of Lot and Owner. All Owners of Lots located within the Annexed Property shall be subject to all easements, restrictions and reservations set forth in this Master Declaration and shall have the privileges of use of Common Area and Common Facilities, except as otherwise provided herein, and subject to the restrictions and reservations set forth in the Master Declaration as amended and supplemented from time to time.

12.2 **Designation of Common Areas**: Any Common Area and Common Facilities designated by Declarant as such on the Plat of the Annexed Property or in the Supplemental Declaration or conveyed to the Association by Declarant shall be subject to the same easements and other rights for the use and enjoyment of the Owners as for the other Owners of Lots subject to this Master Declaration.

ARTICLE XIII. WATER SYSTEMS

13.1 **Irrigation System**: All Lots and Common Area to which delivery of irrigation water is feasible in the Declarant's discretion, shall have access to a pressurized irrigation water system ("Irrigation System") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners. Owners of Lots to which the system has been extended shall be required to pay the assessment therefore regardless of actual use or nonuse of water from the irrigation system. Use of the irrigation system shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association and the right to receive water there from is, in any event, subject to availability of the water. The Association shall regulate the use of water to conserve its availability for Lots and for the Common Area.

A. Irrigation water is provided to each Lot on a rotating basis and is not available to each Lot on a constant, unlimited basis. The Board, in conjunction with the appropriate irrigation authority, shall establish the water rotation for the Common Area and each Lot.

B. The irrigation system is not break-proof and the water supply is not unlimited. Each homeowner is not guaranteed unlimited nor continuous access to the pressurized irrigation water. The pressure irrigation system mainlines installed by Declarant are the property of the Association and such Association may contract with qualified operation and maintenance companies or persons to manage the system.

C. WATER FROM THE IRRIGATION SYSTEM IS NON-POTABLE. EACH LOT OWNER SHALL BE RESPONSIBLE TO ENSURE THAT IRRIGATION WATER WITHIN THE BOUNDARIES OF HIS LOT IS NOT CONSUMED BY ANY PERSON OR USED FOR CULINARY PURPOSES.

13.2 **Easement:** Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, all water and water rights over, upon or under or appurtenant to the Property or any portion thereof, and a nonexclusive easement as depicted on the final plat, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of a pressurized pipe irrigation system to be conveyed to and operated by the Association. Adequate surface water for irrigation sufficient to each phase of development of the Property will be conveyed to the Association as each Plat is recorded.

ARTICLE XIV: SPECIFIC LOT USES AND RESTRICTIONS

14.1 **Lot 1, Block 1 and Lot 1, Block 2** As long as Lot 1, Block 1 and Lot 1, Block 2 are used for town home development purposes the Owner of Lot 1, Block 1 and Lot 1, Block 2 shall have the right to create a Town home Sub-Association for purposes not inconsistent with this Master Declaration to facilitate operation and maintenance of the town homes in this development.

Nothing herein contained shall restrict or prohibit a Sub-Association from owning, in its own name, Common Area and facilities located thereon and other property related thereto, the use of which shall be restricted to Members of the Sub-Association. However, it is the intent of this Master Declaration that any such Common Area owned by a Sub-Association, the use and maintenance thereof and the activities of the Sub-Association, shall be consistent with an in furtherance of the terms and provisions of this Master Declaration to assure that the whole of Lonesome Dove Subdivision is developed, approved and maintained as a quality subdivision.

14.2 **Lot 3 & 4, Block 2 and Lot 1 & 2, Block 3:** Notwithstanding anything contained in this Declaration to the contrary, these are commercial lots which are not subject to these Covenants, Conditions, Easements and Restrictions.

14.3 **Carriage Home Lots:** Each Carriage Home has a side yard which shall be controlled and utilized by, and be the maintenance responsibility of, the Dwelling Owner whose concrete patio is located within such side yard (regardless of where the Lot line boundary is located) subject to an ingress, egress, maintenance and utility easement granted to the Association and adjacent Dwelling Owner.

Subject to Article X, Owners who control and are responsible for maintenance of the Side Yards may construct limited Improvements to these Side Yards, provided that no such Improvements may interfere with the Association's or the adjacent Lot Owner's easement rights granted herein. In addition, any landscaping Improvements or maintenance, or sprinkling system modifications (other than those installed by Declarant) beyond a Lot line boundary must be approved by the Architectural Review Committee. Each Owner should discuss these use rights and restrictions with the homeowner's insurance carrier to insure that each Owner has proper insurance associated with these Side Yards. Any Owner who causes damage to the other unit in the shared side yard shall be responsible to return the unit to it's prior condition before damage.

14.4 **Town home Lots:** Will be subject to additional requirements and assessments in Supplemental Declaration.

ARTICLE XV: INSURANCE AND BOND

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

A. A multi-peril-type policy covering any Common Area and Common Facilities providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost).

B. A comprehensive policy of public liability insurance covering all of the Common Areas and Common Facilities. If available, such insurance policy shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use. If the Property contains more than one hundred (100) Dwellings, coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage.

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

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

A. Liability insurance affording coverage for the acts, errors and omissions of its directors and officers, including members of the Architectural Review Committee and other committees, as may be appointed from time to time by the Board in such amount as may be reasonable on the premises.

B. The Association may obtain bonds and insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the protection of the properties, including any personal property of the Association located thereon, its directors, officers, agents, employees and association funds.

15.3. **Additional Provisions:** The following additional provisions shall apply with respect to insurance:

A. Insurance secured and maintained by the Association shall not be brought into contribution with insurance held by the individual Owners or their mortgages.

B. Each policy of insurance obtained by the Association shall, if possible, provide: A waiver of the insurer's subrogation rights with respect to the Association, its officers, the Owners and their respective servants, agents and guests; that it cannot be canceled, suspended or invalidated due to the conduct of any agent, officer or employee of the Association without a prior written demand that the defect be cured; that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners.

C. All policies shall be written by a company licensed to write insurance in the state of Idaho and all hazard insurance policies shall be written by a hazard insurance carrier holding financial rating by Best's Insurance Reports of Class VI or better.

D. Notwithstanding anything herein contained to the contrary, insurance coverage must be in such amounts and meet other requirements of any state or federal regulatory agency having jurisdiction thereof.

ARTICLE XVI. GENERAL PROVISIONS

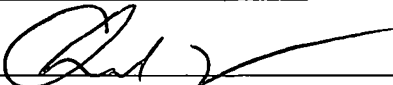
16.1 **Severability**: Invalidation of any provision of these covenants or restrictions by judgment or court order shall not affect any other provision hereof, which shall remain in full force and effect.

16.2 **Amendment**: The Covenants, Conditions, Easements and Restrictions of this Master Declaration shall run with and bind the Property 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. This Master Declaration, other than the provisions of Articles IV and XII and Sections 8.2 and 10.1 hereof, may be amended during the first twenty (20) year period by a document signed and acknowledged by Owners representing not less than ninety percent (90%) of the votes of membership in the Association and thereafter by a document signed and acknowledged by the Owners representing not less than seventy-five percent (75%) of the votes of membership in the Association. Any amendment to Articles IV and XII and Sections 8.2 and 10.1 shall, until the last Lot in the Project is sold by Declarant, require in addition to a document signed and acknowledged by the requisite membership, written consent of Declarant its successors or assigns. No amendment to the Declaration shall be effective until recorded.

16.3 **Conveyance of Common Area**: The Common Area in each phase of development of the Project shall be conveyed to the Association by Declarant, free and clear of all encumbrances, prior to the first mortgage in that phase being insured by HUD.

IN WITNESS WHEREOF, THE undersigned DECLARANT executes this DECLARATION this 10th day of December, 2008.

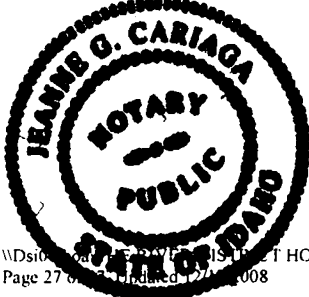
LONESOME DOVE LLC, An Idaho Limited Liability Company


By 

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

On this 10th day of December, 2008, before me, the undersigned, A Notary Public in and for said State, personally appeared Chad Longson known or identified to me to be a member of Lonesome Dove LLC and the member who subscribed said member's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.

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




NOTARY PUBLIC FOR IDAHO
Residing at EAGLE, ID
My Commission Expires 8/29/2009

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
LONESOME DOVE SUBDIVISION
EXHIBIT A**

A parcel of land located in the E1/2 of the Section 16, T. 4 N., R. 1 E., B.M., City of Eagle, Ada County, Idaho, described as follows:

Commencing at the east quarter corner of said Section 16, T. 4 N., R. 1 E., B.M., marked by a found aluminum cap, CPF Inst. 101020127 corner records of said Ada County, from which the section corner common to Sections 15, 16, 21 & 22, T. 4 N., R. 1 E., B.M., marked by a found brass cap, CPF Inst. 8209774 corner records of said Ada County bears S 00°47'42"W, 2651.96 feet; Thence a bearing of S 00°47'42"W, a distance of 105.68 feet on the east boundary line of said Section 16 to the **TRUE POINT OF BEGINNING**.

Thence a bearing of S 00°47'42" W, a distance of 275.89 feet on said east boundary line of Section 16 to a set 5/8 inch rebar, the northeasterly corner of a parcel of land described in a disclaimer of interest, recorded as Instrument No. 94048234, records of Ada County; Thence a bearing of S 89°27'07" W, a distance of 120.90 feet on the north boundary of said parcel of land described in a disclaimer of interest to a set 5/8 inch rebar; Thence a bearing of N 86°47'57" W, a distance of 43.88 feet on said north boundary of a parcel of land described in a disclaimer of interest to a point;

Thence the following bearings and distances on the southerly line of a parcel of land described in a disclaimer of interest, recorded as Instrument No. 94047885, records of said Ada County, Idaho:

A bearing of N 86°47'57"W, a distance of 82.70 feet to a found 5/8 inch rebar;
A bearing of N 69°13'55"W, a distance of 198.63 feet to a found 5/8 inch rebar;
A bearing of N 79°03'49" W, a distance of 87.25 feet to a found 5/8 inch rebar;
A bearing of S 84°05'06" W, a distance of 154.39 feet to a found 5/8 inch rebar;
A bearing of N 41°53'26" W, distance of 113.40 feet to a found 5/8 inch rebar;
A bearing of S 84°48'07" W, a distance of 147.75 feet to a set 5/8 inch rebar;
A bearing of N 71°35'36" W, a distance of 23.53 feet to a found 5/8 inch rebar marking the southwesterly corner of said described parcel of land in said disclaimer of interest recorded as Instrument No. 94047885;

Thence the following bearings and distances on the southerly line of a parcel of land described in a disclaimer of interest, recorded as Instrument No. 96007797, records of said Ada County, Idaho:

A bearing of N 71°35'36" W, a distance of 66.91 feet to a found 5/8 inch rebar;
A bearing of N 74°05'26" W, a distance of 89.61 feet to a found 5/8 inch rebar;
A bearing of N 59°20'58" W, a distance of 76.95 feet to a found 5/8 inch rebar;
A bearing of N 76°05'44" W, a distance of 201.30 feet to a found 5/8 inch rebar marking the southwesterly corner of said described parcel of land in said disclaimer of interest recorded as Instrument No. 96007797;

Thence a bearing of N 00°36'24" E, a distance of 567.63 feet on the boundary line common to Government Lot 1 and Government Lot 2 of said Section 16 to a set 5/8 inch rebar; Thence a bearing of N 55°19'43" W, a distance of 266.09 feet to a set 5/8 inch rebar; Thence a bearing of N 00°36'24" E, a distance of 699.38 feet to a set 5/8 inch rebar on the southerly right-of-way boundary of East Riverside Drive;

Thence the following bearings, distances, and curve data on said southerly right-of-way boundary of East Riverside Drive:

A bearing of S 89°53'22" E, a distance of 426.17 feet to a set 5/8 inch rebar;
A curve to the right, which curve has a radius of 765.00 feet, a length of 76.24 feet, a delta angle of 5°42'36", and a chord which bears S 76°57'00" E a distance of 76.21 feet to a set 5/8 inch rebar;
A curve to the right, which curve has a radius of 365.00 feet, a length of 148.10 feet, a delta angle of 23°14'50", and a chord which bears S 62°28'17" E, a distance of 147.08 feet to a set 5/8 inch rebar;

Thence on a curve to the right, which curve has a radius of 550.00 feet, a length of 106.58 feet, a delta angle of 11°06'10", and a chord which bears S 66°55'39" E, a distance of 106.41 feet to a set 5/8 inch rebar; Thence a bearing of S 61°22'34" E, a distance of 57.51 feet to a set 5/8 inch rebar on the easterly right-of-way boundary of said East Riverside Drive; Thence on a curve to the left on said easterly right-of-way boundary of East Riverside Drive, which curve has a radius of 435.00 feet, a length of 83.16 feet, a delta angle of 10°57'13", and a chord which bears N 34°54'53" W, a distance of 83.03 feet to a set 5/8 inch rebar at the intersection of said easterly right-of-way boundary of East Riverside Drive with the southerly right-of-way boundary of East Lone Cove Drive;

Thence a bearing of S 61°22'34" E, a distance of 586.26 feet on said southerly right-of-way boundary of East Lone Cove Drive to a set 5/8 inch rebar; Thence on a curve to the left on said southerly right-of-way boundary of East Lone Cove Drive, which curve has a radius of 163.00 feet, a length of 118.13 feet, a delta angle of 41°31'27", and a chord which bears S 82°08'17" E, a distance of 115.56 feet to a set 5/8 inch rebar on the westerly right-of-way boundary of South Edgewood Way; Thence on a curve to the right on said westerly right-of-way boundary of South Edgewood Way, which curve has a radius of 20.00 feet, a length of 42.33 feet, a delta angle of 121°16'25", and a chord which bears S 42°15'48" E, a distance of 34.86 feet to a set 5/8 inch rebar; Thence a bearing of S 18°22'24" W, a distance of 132.72 feet on said westerly right-of-way boundary of South Edgewood Way to a set 5/8 inch rebar; Thence on a curve to the right on said westerly right-of-way boundary of South Edgewood Way, which curve has a radius of 19.00 feet, a length of 1.97 feet, a delta angle of 05°56'19", and a chord which bears S 21°20'34" W, a distance of 1.97 feet to a set 5/8 inch rebar; Thence a bearing of S 00°27'05" W, a distance 893.38 feet to a found 5/8 inch rebar; Thence a bearing of S 89°53'03" E, a distance of 203.31 feet to the **POINT OF BEGINNING**.

Containing 41.90 acres, more or less.

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

DEVELOPMENT SERVICES INC.
9601 W. State Street, Suite # 203
Boise, Idaho 83714

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/18/08 10:24 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Development Services

AMOUNT 18.00 6



**SECOND SUPPLEMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
LONESOME DOVE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS that LONESOME DOVE LLC, an Idaho limited liability company, the Declarant, is the owner of that certain real property located in Ada County, City of Eagle, more particularly described as follows:

WHEREAS, the Declarant has heretofore filed that certain Master Declaration of Covenants, Conditions, Easements and Restrictions for Lonesome Dove Subdivision, recorded on the 10th day of December, 2008, at Ada County, Idaho Instrument No. 108131523 Records of Ada County, State of Idaho, (hereinafter referred to as the "Master Declaration").

NOW THEREFORE, pursuant to Article XII of the Master Declaration, Declarant hereby declares that the property described as the "Second Supplemental Property", shall be held, sold, conveyed and be subject to the Declaration and this Second Supplement to the Master Declaration as required under Article XII of the Declaration. The provisions set forth on this Second Supplement shall control and prevail upon any conflicting provisions contained in the Declaration.

ARTICLE I

1.1 Townhome Lots shall mean Lots 11-13 and 15-17, Block 5; Lots 1-3 and 5-7, Block 8; Lots 8-10 and 12-14, Block 6 and Lots 9-11 and 13-15, Block 7 of Lonesome Dove Subdivision.

1.2 Townhome Zero Lot Line Party Walls. The Town homes constructed upon the town home lots include party walls, being the common walls between dwelling units, separating the units. Such party walls are intended to be constructed upon the Town Home lot boundary lines. To the extent any party wall exists, encroaches or overlaps upon a Town Home Lot, there is hereby created a common reciprocal easement for the location of such party wall. Each Owner shall have the right to use the surface of any party wall contained within the interior of the Owner's dwelling unit, provided that an Owner shall not drive, place or cause to be driven or place any nail, bolt screw or other object in to a party wall which penetrates the surface of such party wall more than one inch. The Owners shall respectively own to the centerline of any party wall. Each owner on each side shall be subject to the following:

1.2.1 General Rules of Law to Apply. Each zero lot line party wall which is built as a part of the original construction of the units upon the property and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Except for repairs after a casualty, no Owner shall be allowed to penetrate any party wall.

1.2.2 Sharing of Repair and Maintenance. The cost of reasonable structural repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall. Each owner shall be solely responsible for maintenance and repairs to the interior surface of the wall in each Owner's own Unit, provided, however, that in the event of Owner's interior surface is damaged by the other Owner to the party wall or the other Owner's occupants, then the other Owner shall be liable for the repairs.

1.2.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, and Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

1.2.4 Weatherproofing. Notwithstanding any other provisions of this Section, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of repair to such party wall and the furnishing of the necessary protection against such elements.

1.2.5 Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owners, successors entitled.

1.2.6 Utilities. Any utilities or utility services located within the party walls shall be maintained by each Owner using the utility.

1.2.7 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decisions shall be by a majority of all the arbitrators.

ARTICLE II: RIVER DISTRICT TOWN HOME ASSOCIATION

2.1 River District Town Home Association. Grantor hereby creates and shall establish the River District Town Home Association ("RDTHA") which shall be a Sub Association as provided for in Article VIII of the Master Declaration for the purpose and in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Town Home Lots, and to enhance the value, desirability and attractiveness of the Town Home Lots. Grantor shall establish the RDTHA as a non-profit corporation under the provisions of the Idaho Code relating to corporations.

2.2 Management Powers and Duties. The RDTHA shall be managed in the same manner specified in this Supplemental Declaration and in the Articles and Bylaws of the RDTHA, shall have the same powers, rights, obligations and duties and be subject to the same limitations and restrictions including levying Assessments, adopting rules and regulations, granting easements and licenses, managing property and water rights, paying expenses, taxes, Assessments, utility charges, insurance premiums and preparing budgets and financial statements as are provided for herein for the Master Association, except as modified herein or by a Supplemental Declaration. The Board Members, officers, managers and Grantor shall be free of personal liability as to the RDTHA in the same manner as described herein with respect to the Master Association.

2.3 Members of RDTHA. The Members of the RDTHA shall be all the Owners of Town Home Lots in Lonesome Dove Subdivision and any additional property annexed into the project, including Grantor while it remains an Owner.

2.4 The Association shall have two (2) classes of voting membership; however, all votes shall be equal and counted as such, except where voting by separate classes may otherwise be provided in the Articles and Bylaws of the Association or the Master Declaration.

A. Class A Members shall be Owners with the exception of the Declarant (during the period when the Declarant is a Class B Member). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) person is an Owner of a 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.

B. The sole Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned. Class B membership shall cease and be converted automatically to Class A membership (one (1) Class A membership for each Lot owned) on the earlier of:

1. When all the Lots have been sold to Owners other than Declarant; or
2. At Declarant's discretion.

2.5 Annual Meetings of RDTHA. There shall be an annual meeting of the Members of the RDTHA at least ten (10) days but no more than sixty (60) days before every annual meeting of the Master Association. The first annual meeting of the Members in the RDTHA shall be held no more than two years after the first sale of a Town Home Lot covered by the RDTHA. Such meeting shall be held on the portion of the Property which the RDTHA covers, or at such other convenient location in or near the Property as may be designated in the notice of such meeting. Written notice of the time, place and purpose of each annual meeting shall be sent to each Member of the RDTHA, and any person in possession of a Town Home Lot, no fewer than ten (10) days and no more than thirty (30) days before the meeting as provided in the RDTHA's Bylaws or Articles.

2.6 Special Meetings. A special meeting of the RDTHA Members may be called at any reasonable time and place by written notice delivered to all other Members not less than ten (10) days nor more than thirty (30) days before the date, time and place fixed for such special meeting, specifying the date, time and place thereof and the nature of the business to be conducted. Such notice shall be delivered in the manner specified in the RDTHA's Articles or Bylaws.

2.7 Notice of Meetings: Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) days no more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

2.8 Quorum and Officers of Meetings. The presence at any regular or special meeting, in person or by written proxy, of the Members entitled to vote at least ten percent (10 %) of the total votes within the RDTHA constitutes a quorum. If any meeting cannot be held because a quorum is not present, the Owners or Members 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 scheduled. At such second meeting a quorum shall constitute the number of members specified in the RDTHA's Articles or Bylaws. The Members present at each meeting shall select a chairman to preside over the meeting and a secretary to transcribe minutes of the meeting.

2.9 Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot after said meeting that proxy is specifically designated for.

2.10 Powers and Duties. The RDTHA shall be managed by a Board of Directors and officers in the same manner as specified in paragraph 8.9 of the Master Declaration for the Master Association, shall have the same powers and duties with respect to its Members or the property owned, managed or maintained by it, including levying Assessments, adopting rules and regulations, granting easements, licenses and rights-of-way, payment of expenses, taxes, Assessments, utility charges, insurance premiums and the preparation and distribution of budgets and financial statements as are provided in paragraph 8.9 of the Master Declaration for the Master Association. The RDTHA shall certify to the Master Association the amount of such Assessments and charges for collection. The Board Members, committee, officers, managers and Grantor shall be free of personal liability. In addition to duties necessary and proper to carry out the power delegated to the RDTHA by the Declaration, and the Articles and Bylaws, without limiting the generality thereof, the RDTHA or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the RDTHA and to perform, without limitation, each of the following duties:

2.10.1 Operation and Maintenance of Common Area. The Master Association shall operate, maintain, and otherwise provide for the operation, maintenance and management of the Common Area. The Master Association shall maintain any and all berms, swales, lawns, irrigation systems, retaining walls, fences, pathways and other facilities and amenities within and abutting the Common Area.

2.10.2 Maintenance of Town Home Lots and Exteriors. The RDTHA shall maintain or provide for the maintenance of the exteriors, including the roofs, siding, soffit, fascia, gutters and downspouts which shall be a common expense of the RDTHA, excluding, however, exterior windows, screens, doors, lights, air conditioners, front door, driveway, walkway and patio which shall be the Owners' responsibility. The RDTHA shall also be responsible for the maintenance of all lawns, including mowing, fertilization, weeding of shrub beds and general irrigation system maintenance including spring start up and fall blow out, regulation of water pressure and coverage of sprinklers on the Town Home Lots. Not included is any replacement or maintenance of trees or shrubs (including pruning), planting or maintenance of flowers and sprinkler system replacement or repairs. Each Owner is also responsible for any damage they or any of their party may cause to their unit, another unit or common area.

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

2.10.4 Water and other Utilities. The RDTHA shall acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for the Common Area, and to manage for the benefit of the RDTHA all water rights, and rights to receive water held by the RDTHA, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

2.11 Town Home Lot Assessments. In addition to being subject to all other assessments provided for in the Master Declaration, the Town Home Lots shall be subject to such additional assessments as may be determined and levied by the Master Association and/or the RDTHA for exterior maintenance, lawn and irrigation maintenance and special assessments for capital improvements to the Town Homes.

2.12 Town Home Transfer and Refinance Special Assessment: Upon each transfer and/or refinance of any Lot or residence in the subdivision, each Buyer and/or Owner shall pay the Association a special transfer assessment of One hundred dollars (\$100.00), which shall be used for general Association purposes. This includes the first transfer of title between Declarant and Owner.

ARTICLE III: SPECIFIC LOT USES AND RESTRICTIONS

3.1 Ingress/Egress Easements and Maintenance of Private Roads

A. Easement for Ingress/Egress shall refer to the perpetual, twenty foot (20') wide easement for ingress and egress through Lots 11-13, Block 5; Lots 5-7, Block 8; Lots 8-10 and 12-14, Block 6 and Lots 9-11 and 13-15, Block 7 as shown on the plat for Lonesome Dove Subdivision. This easement for ingress and egress shall run with the land. Each Owner in the group of lots sharing the Ingress/Egress easement and that Owner's family, occupants, tenants and/or guests shall have a non-exclusive, perpetual easement over and across the twenty foot wide easement as shown on the final plat for Lonesome Dove Subdivision. This shall be a reciprocal easement benefiting and burdening each of the Lots in the group burdened by the ingress/egress easement. This easement shall be for the limited purposes of ingress and egress over and across the easement area as identified on the plat for Lonesome Dove Subdivision. This easement may not be modified or amended unless approved in writing by all of the Owners in the group of Lots sharing the easement, the President of the RDTHA and the City of Eagle.

B. Use Restrictions on Easement for Ingress/Egress: The easement area is for ingress and egress only. No parking of any kind by any party shall be allowed in any easement area at any time. Each Owner who violates this covenant and parks in easement area or allows guests, family or invitees to park in this area, specifically agrees and grants to the RDTHA, other Owners or Owner in the group of Lots sharing the easement area the right to have the offending vehicle towed and stored at the offending Owners sole expense.

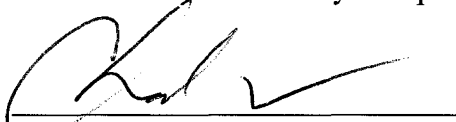
Additionally, there shall be no playing, no installation of any sporting items (i.e. basketball hoops, soccer nets, etc.) nor any other uses of the easement areas not directly related to the ingress and egress of pedestrians, bikes and vehicles to and from the group of lots and the public street and/or alleyway.

C. Maintenance of Easement for Ingress/Egress: All common easements shall be constructed of asphalt. The RDTHA shall be responsible for the maintenance of the Easement for Ingress/Egress as shown on the final plat of Lonesome Dove Subdivision.

All other terms, provisions and covenants of the Declaration shall remain in full force and effect. This Second Supplemental Declaration for Lonesome Dove Subdivision is executed this 18th day of December, 2008 by Lonesome Dove LLC.

Declarant:


LONESOME DOVE LLC
An Idaho Limited Liability Company


Chad Longson
Manager

STATE OF IDAHO)
 :SS.
County of Ada)

On this 18th day of December, 2008, before me, the undersigned, A Notary Public in and for said State, personally appeared Chad Longson known or identified to me to be a member of Lonesome Dove LLC and the member who subscribed said member's name to the foregoing instrument, and acknowledged to me that he executed the same in said Limited Liability Company's name.

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


NOTARY PUBLIC FOR IDAHO
Residing at EAGLE, ID
My Commission Expires 8/29/2009

