

HARRIS RANCH SUBDIVISION NO. 9

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Central District Health Department
CENTRAL DISTRICT HEALTH DEPARTMENT

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 18 DAY OF JUNE, 2008.



Carol Ann McKee
CHAIRMAN ACHO

COUNTY RECORDER'S CERTIFICATE

STATE OF IDAHO }
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ENGINEERING NORTHWEST, LLC AT 00 MINUTES PAST 2 O'CLOCK P.M., ON THIS 18 DAY OF JUNE, 2008, IN BOOK 101 OF PLATS AT PAGES 13316 THROUGH 13318 INSTRUMENT NO. 105094263

David Mayano
DEPUTY

Fee: \$16.00

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

CITY ENGINEER

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF BOISE, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 13 DAY OF APRIL, 2008, THIS PLAT WAS DULY ACCEPTED AND APPROVED.



John E. Faw
CITY OF BOISE, IDAHO

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 COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



Deborah L. Hattig
COUNTY SURVEYOR
PLS 5359 8-18-2008

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF THE S.S.U.C. DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.



8-18-08
DATE

Michael J. Longman
COUNTY TREASURER
Myra Wanda Judd Spitz



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 02/23/11 11:29 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Harris Ranch Sub

AMOUNT 31.00 8



SEVENTH AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS RANCH SUBDIVISION

January 6, 2011

RECITALS

WHEREAS, there has been recorded by Harris/Brighton, LLC, an Idaho Limited Liability Company (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision, dated December 1, 1999, recorded December 2, 1999, as Instrument No. 99115462, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 28, 1999, recorded January 13, 2000, as Instrument No. 100003560, records of Ada County, Idaho, and further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 5, 2000, recorded December 8, 2000, as Instrument No. 100099044, records of Ada County, Idaho, and further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 31, 2001, recorded February 5, 2002, as Instrument No. 102014573, records of Ada County, Idaho, and further amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated August 6, 2002, recorded August 15, 2002, as Instrument No. 102092569, records of Ada County, Idaho, and further amended by a Fifth Amendment to Master Declaration of Covenants, Conditions, and Restrictions dated May 6, 2008, recorded December 1, 2008, as Instrument No. 108128392, records of Ada County, Idaho, and further amended by a Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 14, 2010, recorded December 15, 2010, as Instrument No. 110118196, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration allows for the annexation of additional property to Harris Ranch Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, Section 12.01 the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property; and

WHEREAS, the purpose of this Seventh Amendment is to annex the additional

property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with additional or different covenants and restrictions expressly provided hereafter, if any, which covenants and restrictions shall apply to only the Annexed Property.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Seventh Amendment and which shall be annexed under the Master Declaration is the real property described on Exhibit A attached hereto and incorporated herein by reference (hereafter "Annexed Property").

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Seventh Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV.

COMMON AREA LOTS

The following provisions shall be applicable to and govern the Common Area Lots within the Annexed Property:

- (a) **Ownership/Control of Common Area Lots.** The owner of the Annexed Property shall convey fee title to the lots designated as Association common area on any plat of the Annexed Property and all right, title and interest of the owner in and to such lots (hereafter "Common Area Lots"), to Harris Ranch Owners Association, Inc. (hereafter "Association"). In addition, the Grantor shall transfer title to any Improvement, equipment, property or system on the Common Area Lots to the Association.
- (b) **Duty to Maintain Common Area Lots.** After the conveyance by the Grantor to the Association of fee title and/or control of the Common Area Lots, the Association shall be responsible for maintaining the Common Area Lots and all improvements, including landscaping, thereon.
- (c) **Liability for Damage.** In the event that any maintenance, repair or replacement of all

or any portion of the improvements, including landscaping, located on a Common Area Lot is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.

- (d) **Cost of Maintenance, Repairs and Replacement.** The cost of the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots, and the continuing operational expenses, if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within all Lots within Harris Ranch Subdivision which are subject to the Master Declaration. Such costs and expenses (hereafter "costs and expenses") shall be apportioned on an equal basis among the Lots within Harris Ranch Subdivision which are subject to the Master Declaration. In the event the Association does not have adequate funds to pay the costs and expenses deemed by the Association to be required with respect to the Common Area Lots, the deficiency shall be assessed to each Lot within Harris Ranch Subdivision which is subject to the Master Declaration, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the maintenance, repairs and replacements of the improvements, including landscaping, located on the Common Area Lots shall rest solely with the Board of the Association.

- (e) **Easement for Maintenance.** There is hereby reserved to the Grantor and the Association, and their contractors and agents, an easement to enter upon the Lots within the Annexed Property for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.
- (f) **Reserve for Maintenance, Repair and Replacement.** The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Common Area Lots and for the purpose of funding the same, the Board of the Association shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board of the Association. The Board of the Association shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an insured interest-bearing account in an approved financial institution.

ARTICLE V.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon or after the annexation of the Annexed Property, the Owners of any Lots in a recorded subdivision plat within the Annexed Property shall become members of Harris Ranch Owners Association, Inc. (as defined in the Master Declaration) with all rights, privileges and obligations as all other members.

ARTICLE VI.

CONFLICTS

Any conflicts between the terms of the Master Declaration and the provisions of this Seventh Amendment shall be controlled by this Seventh Amendment. Prior to the sale of any Lot in a recorded subdivision plat within the Annexed Property, the owner of the Annexed Property may execute and record in the official records of Ada County, Idaho, a document clarifying this Seventh Amendment, as may be necessary or desirable for the Annexed Property to be consistent with a recorded plat of the Annexed Property and/or necessary governmental approvals.

ARTICLE VII.

EFFECTIVE DATE

This Seventh Amendment shall be effective with respect to the Association from and after the date it is recorded in the official records of Ada County, Idaho.

[END OF TEXT]

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Seventh Amendment effective, which execution is duly authorized, as an act of Grantor, effective as of the date and year first above written.

GRANTOR:

HARRIS/BRIGHTON, LLC

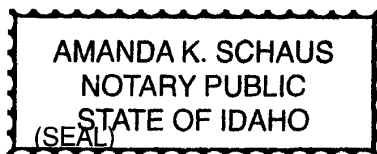
By: Brighton Investments, LLC, Member

By: *David W. Turnbull*
David W. Turnbull, Managing Member

STATE OF IDAHO)
) ss:
County of Ada)

On this 6th day of January, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the Managing Member of **BRIGHTON INVESTMENTS, LLC**, an Idaho limited liability company, which limited liability company is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho limited liability company, the limited liability company that executed the foregoing instrument as Member of said limited liability company or the person who executed the foregoing instrument on behalf of said limited liability company as a Member of said limited liability company, and acknowledged to me that such limited liability company executed the same as a Member of said limited liability company.

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



Alic Schaus
Notary Public for Idaho
Residing at Buhl, Idaho
My Commission Expires: 1.24.17

**EXHIBIT A
ANNEXED PROPERTY**

Engineering North West, LLC

13601 W. McMillan Rd., Suite 102-248

Boise, Idaho 83713

(208) 376-5000 • Fax (208) 376-5556

Project No. 10-013-11

Date: September 1, 2010

**MILL DISTRICT SQUARE
PRELIMINARY PLAT DESCRIPTION**

A parcel of land located in the E 1/2 of Section 29, T. 3 N., R. 3 E., B.M., Boise, Ada County, Idaho, more particularly described as follows:

Commencing at the Section Corner common to Sections 20, 21, 28 and 29 of said T. 3 N., R. 3 E.;

Thence North 89°24'07" West, 5300.35 feet to the Section Corner common to Sections 19, 20, 29 and 30 of said T. 3 N., R. 3 E.;

Thence South 89°34'27" East, 2657.52 feet (formerly described as South 89°35'29" East, 2657.60 feet) on the section line common to said Sections 20 and 29 to the 1/4 Section Corner common to said Sections 20 and 29;

Thence South 00°29'54" West, 2896.68 feet (formerly described as South 00°29'29" West, 2896.86 feet) on the north-south mid-section line of said Section 29 to a point on a curve on the northwesterly boundary line of Harris Ranch Subdivision No. 1, as same is shown on the plat thereof recorded in Book 79 of Plats at Pages 8416 through 8425 of Ada County Records, said point also being on the westerly right-of-way line of South Eckert Road;

Thence leaving said mid-section line and westerly right-of-way line, South 75°14'57" East, 96.56 feet (formerly described as South 75°09'13" East, 96.38 feet) to the easterly right-of-way line of South Eckert Road, said point being the northeast most corner of Lot 22, Block 4 of said Subdivision, and being the **REAL POINT OF BEGINNING**;

Thence on the boundary line of said Harris Ranch Subdivision No. 1 and the easterly right-of-way line of South Eckert Road for the following courses and distances:

Thence 158.74 feet on the arc of a curve to the left, said curve having a radius of 594.00 feet, a central angle of 15°18'43" and a chord distance of 158.27 feet which bears North 48°55'11" East;

Thence North 41°15'49" East, 397.19 feet to a point of curve;

Thence leaving the southerly right-of-way line of South Eckert Road South 86°25'25" East, 30.00 feet on the southerly right-of-way line of East Mill Station Drive;

Thence continuing on the boundary line of said Harris Ranch Subdivision No. 1 and on the southerly right-of-way line of East Mill Station Drive for the following courses and distances:

Thence South 52°44'11" East, 62.72 feet to a point of curve;

Thence 16.21 feet on the arc of a curve to the left, said curve having a radius of 85.00 feet, a central angle of 10°55'47" and a chord distance of 16.19 feet which bears South 58°12'04" East;

Thence South 63°39'58" East, 18.02 feet to a point of curve;

Thence 16.21 feet on the arc of a curve to the right, said curve having a radius of 85.00 feet, a central angle of 10°55'47" and a chord distance of 16.19 feet which bears South 58°12'04" East;

Thence South 52°44'11" East, 24.29 feet to a point of curve;

Thence 43.20 feet on the arc of a curve to the right, said curve having a radius of 167.50 feet, a central angle of 14°46'43" and a chord distance of 43.08 feet which bears South 45°20'49" East to a point of reverse curve;

Thence 240.18 feet on the arc of a curve to the left, said curve having a radius of 477.50 feet, a central angle of 28°49'10" and a chord distance of 237.66 feet which bears South 52°22'03" East;

Thence leaving the southerly right-of-way line of East Mill Station Drive, South 22°01'22" West, 8.32 feet to a point of curve;

Thence continuing on the boundary of said Harris Ranch Subdivision No. 1 for the following courses and distances:

Thence 95.20 feet on the arc of a curve to the left, said curve having a radius of 100.00 feet, a central angle of 54°32'46" and a chord distance of 91.65 feet which bears South 05°15'01" East;

Thence South 32°31'24" East, 24.40 feet to a point of curve;

Thence 45.41 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 32°31'24" and a chord distance of 44.80 feet which bears South 16°15'42" East;

Thence South 00°00'00" West, 153.18 feet to a point of curve;

Thence 62.83 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 45°00'00" and a chord distance of 61.23 feet which bears South 22°30'00" West;

Thence South 45°00'00" West, 85.32 feet to a point of curve;

Thence 62.83 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 45°00'00" and a chord distance of 61.23 feet which bears South 67°30'00" West;

Thence North 90°00'00" West, 195.70 feet to a point of curve;

Thence 31.96 feet on the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of 36°37'17" and a chord distance of 31.42 feet which bears North 71°41'22" West to a point of reverse curve;

Thence 91.11 feet on the arc of a curve to the left, said curve having a radius of 220.00 feet, a central angle of 23°43'42" and a chord distance of 90.46 feet which bears North 65°14'34" West;

Thence North 10°49'39" East, 30.14 feet;

Thence North 79°10'21" West, 50.00 feet;

Thence South 10°49'39" West, 30.66 feet to a point of curve;

Thence 36.15 feet on the arc of a curve to the left, said curve having a radius of 120.00 feet, a central angle of 17°15'34" and a chord distance of 36.01 feet which bears North 89°04'23" West to a point of reverse curve;

Thence 55.76 feet on the arc of a curve to the right, said curve having a radius of 80.00 feet, a central angle of 39°56'01" and a chord distance of 54.64 feet which bears North 77°44'10" West to a point of compound curve;

Thence 86.60 feet on the arc of a curve to the right, said curve having a radius of 965.00 feet, a central angle of 05°08'31" and a chord distance of 86.58 feet which bears North 55°11'54" West to a point of compound curve;

Thence 78.72 feet on the arc of a curve to the right, said curve having a radius of 155.00 feet, a central angle of 29°05'55" and a chord distance of 77.88 feet which bears North 38°04'40" West;

Thence North 23°31'43" West, 80.85 feet;

Thence North 33°12'24" West, 65.53 feet to the real point of beginning. Said parcel contains 8.35 acres more or less.

PREPARED BY:
Engineering North West, LLC



James R. Washburn, PLS

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/01/08 09:59 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Harris Brighton LLC

AMOUNT 27.00 9



FIFTH AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS RANCH SUBDIVISION
(To Annex Harris Ranch Subdivision Nos. 9 and 10)

May 6, 2008

RECITALS

WHEREAS, there has been recorded by Harris/Brighton, LLC, an Idaho Limited Liability Company (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision, dated December 1, 1999, recorded December 2, 1999, as Instrument No. 99115462, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 28, 1999, recorded January 13, 2000, as Instrument No. 100003560, records of Ada County, Idaho, and further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 5, 2000, recorded December 8, 2000, as Instrument No. 100099044, records of Ada County, Idaho, and further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 31, 2001, recorded February 5, 2002, as Instrument No. 102014573, records of Ada County, Idaho, and further amended by a Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated August 6, 2002, recorded August 15, 2002, as Instrument No. 102092569, records of Ada County, Idaho (hereafter as amended "Master Declaration"). Any capitalized terms not defined herein shall have the same meanings as in the Master Declaration;

WHEREAS, Section 12.01 of the Master Declaration allows for the annexation of additional property to Harris Ranch Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, Section 12.01 the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property; and

WHEREAS, the purpose of this Fifth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with the additional or different covenants and restrictions expressly provided hereafter, which covenants and restrictions shall apply to only the annexed property.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Fifth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Fifth Amendment Property"):

Harris Ranch Subdivision No. 9

Lots 3 through and including 20, Block 49; Lot 1, Block 50; Lot 1, Block 51; Lot 1, Block 52; Lot 1 Block 53, **HARRIS RANCH SUBDIVISION NO. 9**, according to the official plat thereof filed in Book 101 of Plats at Pages 13316 through and including 13318, inclusive, records of Ada County, Idaho.

Harris Ranch Subdivision No. 10

Lots 1 through and including 7, Block 54; Lot 1, Block 55, **HARRIS RANCH SUBDIVISION NO. 10**, according to the official plat thereof filed in Book 101 of Plats at Pages 13325 through and including 13327, inclusive, records of Ada County, Idaho.

The following is a list of property, which was conveyed to Harris Ranch Owners Association, Inc. prior to the amendment annexing the property into Harris Ranch Subdivision No. 9 and Harris Ranch Subdivision No. 10 ("Association Property"):

Phase	Lot / Block	Plat Instrument No.
No. 9	Lot 1, Block 50; Lot 1, Block 51; Lot 1, Block 52; Lot 1, Block 53	108094263
No. 10	Lot 1, Block 54; Lot 1, Block 55	108095784

According to the official plat thereof filed in the records of Ada County, Idaho.

The above-described Fifth Amendment Property and Association Property are hereafter jointly referred to as "Annexed Property".

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Fifth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV

COMMON AREA LOTS

The following provisions shall be applicable to and govern the Common Area Lots within the Annexed Property:

- (a) **Ownership/Control of Common Area Lots.** At a date not later than the date that a majority of the Lots within the Annexed Property are improved with dwelling units and occupied, the Grantor shall convey fee title to Lot 1, Block 50; Lot 1, Block 51; Lot 1, Block 52; and Lot 1 Block 53, Harris Ranch Subdivision No. 9 (hereafter "Subdivision No. 9 Common Area Lots"), and Lot 1, Block 54 and Lot 1, Block 55, Harris Ranch Subdivision No. 10 (hereinafter "Subdivision No. 10 Common Area Lots") to Harris Ranch Owners Association, Inc. (hereafter "Association"). In addition, the Grantor shall transfer title to any Improvement, equipment, property or system on the Subdivision No. 9 Common Area Lots and/or Subdivision No. 10 Common Area Lots to the Association.
- (b) **Duty to Maintain Common Area Lots.** After the conveyance by the Grantor to the Association of fee title and/or control of the Common Area Lots, the Association shall be responsible for maintaining the Subdivision No. 9 Common Area Lots, Subdivision No. 10 Common Area Lots and all improvements, including landscaping, thereon.
- (c) **Liability for Damage.** In the event that any maintenance, repair or replacement of all or any portion of the improvements, including landscaping, located on a Subdivision No. 9 Common Area Lot and/or Subdivision No. 10 Common Area Lots is performed by the Association as a result of the willful or negligent act of an Owner, an Owner's family, guests or invitees, the cost of such maintenance, repair or replacement shall be reimbursed by said Owner to the Association and/or the Association may assess the cost of the same against said Owner and the Owner's Lot as a Limited Assessment, as provided in the Master Declaration.
- (d) **Cost of Maintenance, Repairs and Replacement.** The cost of the maintenance, repairs and replacements of the improvements, including landscaping, located on the Subdivision No. 9 Common Area Lots and/or Subdivision No. 10 Common Area Lots, and the continuing operational expenses, if any, including taxes, shall be paid by the Association from the funds of the Association obtained by Regular or Special Assessments against the Lots within all Lots within Harris Ranch Subdivision which are subject to the Master Declaration. Such costs and expenses (hereafter "costs and expenses") shall be apportioned on an equal basis among the Lots within Harris

Ranch Subdivision which are subject to the Master Declaration. In the event the Association does not have adequate funds to pay the costs and expenses deemed by the Association to be required with respect to the Subdivision No. 9 Common Area Lots and/or Subdivision No. 10 Common Area Lots, the deficiency shall be assessed to each Lot within Harris Ranch Subdivision which is subject to the Master Declaration, on an equal basis, as a Special Assessment.

The decision as to what costs and expenses are required with respect to the maintenance, repairs and replacements of the improvements, including landscaping, located on the Subdivision No. 9 Common Area Lots and/or Subdivision No. 10 Common Area Lots shall rest solely with the Board of the Association.

- (e) **Easement for Maintenance.** There is hereby reserved to the Grantor and the Association, and their contractors and agents, an easement to enter upon the Lots within Harris Ranch Subdivision Nos. 9 and 10 for the purpose of accomplishing all maintenance, repair and replacement rights and duties set forth in this Article.
- (f) **Reserve for Maintenance, Repair and Replacement.** The Association shall have the right to establish a reserve account for the payment of the costs and expenses as set forth herein with regard to the maintenance, repair and replacement of the Subdivision No. 9 Common Area Lots and/or Subdivision No. 10 Common Area Lots and for the purpose of funding the same, the Board of the Association shall have the right to assess each Lot an amount to be included in a Regular or Special Assessment. The amount of said Regular or Special Assessment so determined for the purpose of funding the maintenance, repair and replacement reserve account shall be determined by the Board of the Association. The Board of the Association shall have the right to place all funds collected for the maintenance, repair and replacement reserve account in an insured interest-bearing account in an approved financial institution.

ARTICLE V

AMENDMENTS TO MASTER DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby modifies and amends the Master Declaration as follows, which amended provisions of the Master Declaration shall be applicable only to the Annexed Property:

A. Amendment of Section 5.07. Section 5.07 of the Master Declaration, entitled "Easements," is hereby amended to add a new subsection (g) which shall provide as follows:

"(g) Whenever ingress or egress to a Lot within Harris Ranch Subdivision Nos. 9 or 10 is shown by easement on the recorded subdivision plat to be provided on, over or through a portion of another Lot or parcel (hereafter called "Reciprocal Driveway Easement") which serves more than one (1) Lot, notwithstanding the vesting of the title to the Lot(s) or parcel(s) on which the Reciprocal Driveway Easement is located, the Owners of all of the Lots served or to be served by the Reciprocal Driveway Easement shall be entitled to full use and enjoyment of the whole Reciprocal Driveway Easement and no Owner shall obstruct or inconvenience the free use thereof by any other

Owner. All Owners of the Lots served by the Reciprocal Driveway Easement shall share equally in all costs to improve, repair, replace or maintain the driveway or other access improvements on the Reciprocal Driveway Easement and, in the event any Owner pays more than his/her share of such costs, he/she shall be entitled to prompt reimbursement from the other Owners of the excess costs paid by him/her, prorated based on the number of Owners obligated to share said costs. Provided, however, that absent a case of emergency, no Owner shall have the right to incur such costs or expenses without the consent and approval of a majority of all other Owners obligated to pay a portion thereof and, upon the approval in writing by the majority of such Owners, such costs and expenses may be incurred and the Owners of each Lot served by the Reciprocal Driveway Easement shall be obligated to pay a portion thereof, as provided herein."

B. Amendment of Section 5.32. Section 5.32 of the Master Declaration, entitled "Right to Create Side-Yard Easements," is amended to add a new subsection (i) which shall provide as follows:

"(i) Annexation of Harris Ranch No. 9 Subdivision. Upon annexation of the Annexed Property, Lot 3 through and including Lot 20 of Block 49, Harris Ranch No. 9 Subdivision shall be subject to Section 5.32, including subsections, of the Master Declaration, which gives Grantor the right to create Side-Yard Easements."

ARTICLE VI.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Harris Ranch Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE VII.

CONFLICTS

Any conflicts between the terms of the Master Declaration and the provisions of this Fifth Amendment shall be controlled by this Fifth Amendment.

ARTICLE VIII.

EFFECTIVE DATE

This Fifth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

[END OF TEXT]

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Fifth Amendment as of the date and year first above written.

HARRIS/BRIGHTON, LLC

By: Harris Family Ranch, LLP, Member

By: Brian R. Harris
Brian Randolph Harris
Managing Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter
Managing Partner

By: Mildred V. Davis
Mildred V. Davis
Managing Partner

By: Brighton Investments, LLC, Member

By: David W. Turnbull
David W. Turnbull, President *MANAGING member*

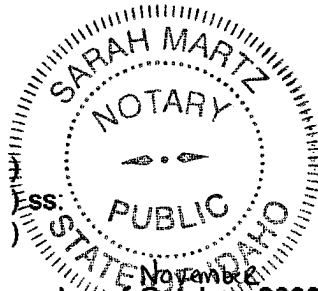
CONSENT OF OWNER OF ASSOCIATION PROPERTY:

Harris Ranch Owners Association, Inc. hereby consents to the Grantor's annexation of the Annexed Property described herein into Harris Ranch Subdivision, which Annexed Property is now subject to the terms and conditions of the Master Declaration as amended from time to time, pursuant to this Fifth Amendment.

HARRIS RANCH OWNERS ASSOCIATION, INC.,
an Idaho corporation

By: HOA President
President

County of Ada

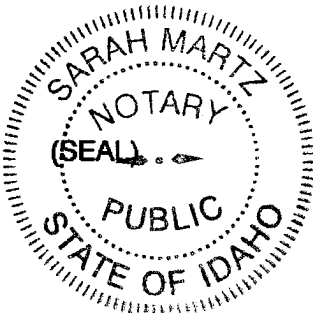


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sarah Matz
Notary Public for Idaho
My Commission Expires: November 10, 2011

STATE OF IDAHO)
) ss:
County of Ada)

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



Sarah Maity
Notary Public for Idaho
My Commission Expires: November 10, 2011

STATE OF IDAHO)
) ss:
County of Ada)

On this 24 day of November, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Felicia Harris Burkhalter**, known or identified to me to be a General Partner of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, and the Partner who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that she executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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

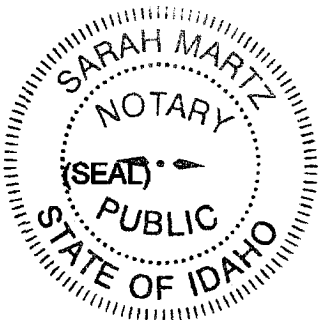


Sarah Martz
Notary Public for Idaho
My Commission Expires: November 10, 2011

STATE OF IDAHO)
) ss:
County of Ada)

On this 26 day of November, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mildred V. Davis**, known or identified to me to be a General Partner of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, and the Partner who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that she executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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

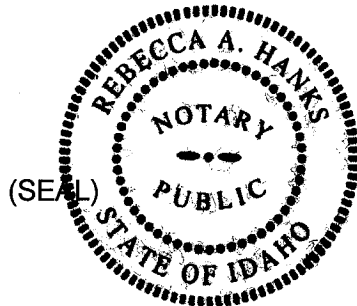


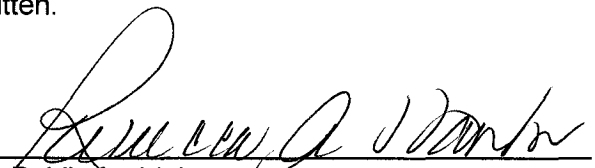
Sarah Martz
Notary Public for Idaho
My Commission Expires: November 10, 2011

STATE OF IDAHO)
) ss:
County of Ada)

On this 26th day of November, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the Managing Member of **BRIGHTON INVESTMENTS, LLC**, an Idaho limited liability corporation, which corporation is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho limited liability company, the company that executed the foregoing instrument as Member of said limited liability company or the person who executed the foregoing instrument on behalf of said company as a Member of said limited liability company, and acknowledged to me that such company executed the same as a Member of said limited liability company.

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





Notary Public for Idaho
My Commission Expires: 10.6.2011

**ACCOMMODATION
RECORDING**

ADA COUNTY RECORDER
J. DAVID NAVARRO
IDAHO

2002 AUG 15 PM 4:36

RECORDED - REQUEST OF

FEE 27⁰⁰ DEPUTY J. Harper

102092569

TITLEONE

**FOURTH AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS RANCH SUBDIVISION**

(To Annex Harris Ranch Subdivisions No. 7 and 8)

August 6, 2002

RECITALS

WHEREAS, there has been recorded by Harris/Brighton, LLC, an Idaho Limited Liability Company (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision, dated December 1, 1999, recorded December 2, 1999, as Instrument No. 99115462, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 28, 1999, recorded January 13, 2000, as Instrument No. 100003560, records of Ada County, Idaho, and further amended by a Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 5, 2000, recorded December 8, 2000, as Instrument No. 100099044, records of Ada County, Idaho, and further amended by a Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 31, 2001, recorded February 5, 2002, as Instrument No. 102014573, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration allows for the annexation of additional property to Harris Ranch Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, Section 12.01 the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property; and

WHEREAS, the purpose of this Fourth Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional

property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with the additional or different covenants and restrictions expressly provided hereafter, which covenants and restrictions shall apply to only the annexed property.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Fourth Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

Harris Ranch Subdivision No. 7

Lots 12 through and including 27, Block 9; and Lots 1 through and including 6, Block 46, **HARRIS RANCH SUBDIVISION NO. 7**, according to the official plat thereof filed in Book 84 of Plats at Pages 9340 through and including 9342, inclusive, records of Ada County, Idaho.

Harris Ranch Subdivision No. 8

Lots 36 through and including 39, Block 15; Lots 1 through and including 11, Block 47; Lots 1 through and including 12, Block 48; and Lots 1 and 2, Block 49, **HARRIS RANCH SUBDIVISION NO. 8**, according to the official plat thereof filed in Book 84 of Plats at Pages 9343 through and including 9345, inclusive, records of Ada County, Idaho.

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Fourth Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV

AMENDMENTS TO MASTER DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby modifies and amends the Master Declaration as follows, which amended provisions of the Master Declaration shall be applicable to the Annexed Property:

A. Amendment of Section 5.14(b). Section 5.14(b) of the Master Declaration is hereby amended to hereafter read as follows:

SECTION 5.14. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

* * *

- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot (hereafter "Street Landscape Strip"), and, where the same exists, the landscape strip between the rear lot line of the Owner's Lot and the paved alley (hereafter "Alley Landscape Strip"), as required by Sections 5.25 and 5.31 of this Declaration, said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot. All trees in the Street Landscape Strip shall be maintained in accordance with the requirements of the Boise Tree Ordinance (Boise City Code, Title 9, Chapter 16).

B. Amendment of Section 5.25. Section 5.25 of the Master Declaration, entitled "Landscaping," is hereby amended to add a new subsection (e) which shall read as follows:

SECTION 5.25. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

* * *

- (e) Trees planted in the Street Landscape Strip shall comply with the requirements of the Boise Tree Ordinance (Boise City Code, Title 9, Chapter 16). Any tree planted in the Street Landscape Strip shall require a permit from Boise Community Forestry prior to planting.

C. 1.02. **Amendment of Article V.** Article V of the Master Declaration, entitled "Permitted Uses and Performance Standards," is hereby amended to add a new Section 5.32 which shall read as follows:

SECTION 5.32. Right to Create Side-Yard Easements. The Grantor shall have the right at any time prior to the conveyance of fee title to a Lot to an Owner to declare and create an easement, not to exceed ten feet (10") in width (hereafter "Side-Yard Easement") on, over, along and across any Lot (hereafter "Servient Lot") within Harris Ranch No. 7 Subdivision or Harris Ranch No. 8 Subdivision, which Side-Yard Easement shall be adjacent to and along the whole of the side yard lot line that abuts an adjacent Lot (hereafter "Dominant Lot"), which Side-Yard Easement shall, if so declared and created by the Grantor, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot, provided that there shall be only one (1) such Side-Yard Easement on each Servient Lot. The location of the Side-Yard Easement on each Servient Lot, if not shown on the recorded subdivision plat for Harris Ranch No. 7 Subdivision or the recorded subdivision plat for Harris Ranch No. 8 Subdivision, if declared and created by the Grantor, shall be determined by the location of the Building on the Servient Lot and shall be located along the side lot line which is nearest to the Building constructed by an Owner on such Owner's Lot and shall terminate at the structure of the residential dwelling located on the Servient Lot. If the Grantor declares and creates a Side-Yard Easement on a Lot in accordance with this Section, the Grantor shall execute, acknowledge and record in the official records of Ada County, Idaho, a Declaration of Side-Yard Easement, which shall evidence the declaration and creation by the Grantor of the Side-Yard Easement and shall describe the location thereof upon the Servient Lot.

- (a) **Purpose of Side-Yard Easements.** The purpose of the Side-Yard Easements, if declared and created by the Grantor pursuant to this Section, shall be to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Master Declaration or required by the applicable ordinances of the City of Boise, Idaho, as modified by any special or conditional use permit granted by the City of Boise, Idaho, and relating to Harris Ranch Subdivision.
- (b) **Easements Appurtenant.** If the Grantor declares and creates a Side-Yard Easement on a Lot, such Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot separate from the conveyance of fee title to the Dominant Lot. A conveyance of fee title to the Dominant Lot shall constitute a conveyance, transfer and

assignment of all right, title and interest in and to the Side-Yard Easement to the recipient of fee title to the Dominant Lot notwithstanding any provision in the document(s) of conveyance to the contrary or if such document(s) of conveyance is silent with respect to such Side-Yard Easement.

- (c) **Covenants Running with Land - No Termination.** Each Side-Yard Easement declared and created by the Grantor hereunder shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owner of the Servient Lot and the Dominant Lot and their respective successors and assigns including, without limitation, all subsequent owners of either the Servient Lot and the Dominant Lot and all persons claiming under and through them. Each Side-Yard Easements declared and created by the Grantor shall not terminate by lapse of time, non-use or the lack of maintenance.
- (d) **Right of Access by Servient Lot.** Notwithstanding the exclusive nature of the Side-Yard Easements as may be declared and created by the Grantor hereunder, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter.
- (e) **Right to Mortgage.** The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement which is appurtenant to such Owner's Lot, if required by the mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the fee title to the mortgaged property.

The mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.

- (f) **Acceptance and Succession.** If a Side-Yard Easement is declared and created by the Grantor, each Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to agree to, and to be bound by, the terms, conditions and covenants of this Section. The rights and obligations contained in this Section shall bind each Owner of a Lot within Harris Ranch No. 7 Subdivision and Harris Ranch No. 8 Subdivision, and such Owner's Occupants, heirs, personal representatives, successors and assigns.
- (g) **Indemnification.** From and after the date that the Grantor declares and creates a Side-Yard Easement on a Lot, the Owner of each Dominant Lot shall indemnify, save and hold harmless the Owner of the Servient Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense, of whatever kind or nature, including attorneys fees, arising from or relating to the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.
- (h) **Settlement of Disputes Concerning Side-Yard Easements.** In the event of any dispute arising between the Owner of a Dominant Lot and the Owner of a Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the interpretation of this Article, the matter shall be submitted to the Board of the Association, which shall act as a Board of Arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.

ARTICLE V.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Harris Ranch Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE VI.

CONFLICTS

Any conflicts between the terms of the Master Declaration and the provisions of this Fourth Amendment shall be controlled by this Fourth Amendment.

ARTICLE VII.

EFFECTIVE DATE

This Fourth Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, have hereunto executed this Fourth Amendment as of the date and year first above written.

HARRIS/BRIGHTON, LLC

HARRIS FAMILY RANCH, LLP

By: Harris Family Ranch, LLP

By Brian Randolph Harris
Brian Randolph Harris
Managing Partner

By Brian Randolph Harris
Brian Randolph Harris
Managing Partner

By Felicia Harris Burkhalter
Felicia Harris Burkhalter
Managing Partner

By Felicia Harris Burkhalter
Felicia Harris Burkhalter
Managing Partner

By Mildred V. Davis
Mildred V. Davis
Managing Partner

By Mildred V. Davis
Mildred V. Davis
Managing Partner

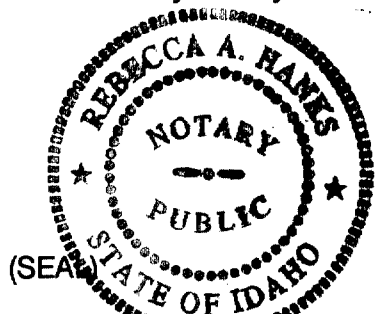
By: Brighton Corporation

By David W. Turnbull
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 14th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis**, known or identified to me to be the General Partners of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, and the Partners who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that they executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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

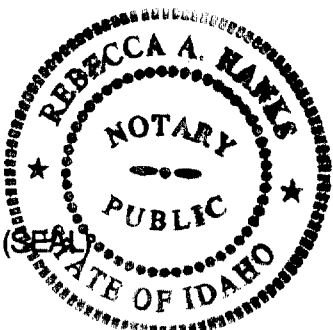


STATE OF IDAHO)
) ss:
County of Ada)

Rebecca A. Hanks
Notary Public for Idaho
Residing at Opportunity, Idaho
My Commission Expires: 10-6-2005

On this 14th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the President of **BRIGHTON CORPORATION**, an Idaho Corporation, which Corporation is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, the Corporation that executed the foregoing instrument as Member of said Limited Liability Company or the person who executed the foregoing instrument on behalf of said Corporation as a Member of said Limited Liability Company, and acknowledged to me that such Corporation executed the same as a Member of said Limited Liability Company.

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

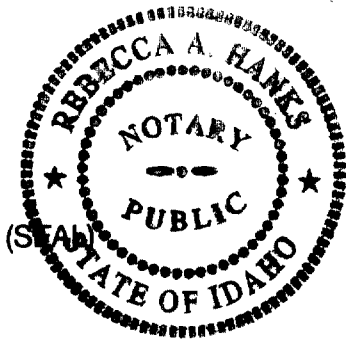


Rebecca A. Hanks
Notary Public for Idaho
Residing at Opportunity, Idaho
My Commission Expires: 10-6-2005

STATE OF IDAHO)
) ss:
County of Ada)

On this 14th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis**, known or identified to me to be the Managing Partners of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, and the Managing Partners who subscribed said Limited Liability Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Limited Liability Partnership name.

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



Rebecca A. Hanes
Notary Public for Idaho
Residing at Opusidian, Idaho
My Commission Expires: 10-6-2005

2000 DE -8 PM 3: 56

100099044

SECOND AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS RANCH SUBDIVISION

(To Annex Harris Ranch No. 3 and Harris Ranch No. 4 Subdivisions)

December 5, 2000

RECITALS

WHEREAS, there has been recorded by Harris/Brighton, LLC, an Idaho Limited Liability Company (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision, dated December 1, 1999, recorded December 2, 1999, as Instrument No. 99115462, records of Ada County, Idaho, which Master Declaration was amended by a First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision dated December 28, 1999, recorded January 13, 2000, as Instrument No. 100003560, records of Ada County, Idaho (hereafter as amended "Master Declaration");

WHEREAS, Section 12.01 of the Master Declaration allows for the annexation of additional property to Harris Ranch Subdivision, which additional property, when annexed, is brought within the provisions of the Master Declaration;

WHEREAS, Section 12.01 the Master Declaration allows the Grantor to supplement the Master Declaration with additional or different covenants and restrictions which shall be applicable to the annexed property; and

WHEREAS, the purpose of this Second Amendment is to annex the additional property hereafter described, and upon such annexation to subject such additional property to all of the terms, covenants, conditions, restrictions and easements contained in the Master Declaration, and to supplement the Master Declaration with the additional or different covenants and restrictions expressly provided hereafter, which covenants and restrictions shall apply to only the annexed property.

ARTICLE I.

PROPERTY COVERED

The property which is covered by this Second Amendment and which shall be annexed under the Master Declaration is the real property described as follows (hereafter "Annexed Property"):

- (a) Lots 2 through and including 64, Block 21; Lot 1, Block 34; Lots 1 through and including 18, Block 35; Lot 1, Block 36; Lots 1 through and including 28, Block 37; Lot 1, Block 38; Lot 1, Block 39; and Lots 1 through and including 18, Block 40, **HARRIS RANCH NO. 3 SUBDIVISION**, according to the official plat thereof filed in Book 81 of Plats at Pages 8799 through and including 8804, inclusive, records of Ada County, Idaho; and
- (b) Lots 7 through and including 25, Block 29; Lots 17 through and including 21, Block 33; Lot 1, Block 41; Lots 1 through and including 8, Block 42; and Lot 1, Block 43, **HARRIS RANCH NO. 4 SUBDIVISION**, according to the official plat thereof filed in Book 81 of Plats at Pages 8807 through and including 8809, inclusive, records of Ada County, Idaho.

ARTICLE II.

DEFINED TERMS

Unless the context otherwise specifies or requires, the words and phrases in this Second Amendment shall have the same meaning as such words and phrases are defined in the Master Declaration.

ARTICLE III.

ANNEXATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby declares that the Annexed Property is annexed to the Property, and brought within the provisions of the Master Declaration, and is hereby made subject to all of the covenants, conditions, restrictions and easements of the Master Declaration.

ARTICLE IV

AMENDMENTS TO MASTER DECLARATION

Pursuant to Section 12.01 of the Master Declaration, the Grantor hereby supplements the Master Declaration with the following additional covenants, conditions, restrictions and easements which shall be applicable to the Annexed Property:

A. Amendment of Section 5.07. Section 5.07 of the Master Declaration, entitled "Easements," is hereby amended to add a new subsection (e) which shall provide as follows:

- (e) Whenever ingress or egress to a Lot is shown by easement on the recorded subdivision plat to be provided on, over or through a portion of another Lot or parcel (hereafter called "Access Easement") which serves more than one (1) Lot, notwithstanding the vesting of the title to the Lot(s) or parcel(s) on which the

Access Easement is located, the Owners of all of the Lots served or to be served by the Access Easement shall be entitled to full use and enjoyment of the whole Access Easement and no Owner shall obstruct or inconvenience the free use thereof by any other Owner. All Owners of the Lots served by the Access Easement shall share equally in all costs to improve, repair, replace or maintain the driveway or other access improvements on the Access Easement and, in the event any Owner pays more than his/her share of such costs, he/she shall be entitled to prompt reimbursement from the other Owners of the excess costs paid by him/her, prorated based on the number of Owners obligated to share said costs. Provided, however, that absent a case of emergency, no Owner shall have the right to incur such costs or expenses without the consent and approval of a majority of all other Owners obligated to pay a portion thereof and, upon the approval in writing by the majority of such Owners, such costs and expenses may be incurred and the Owners of each Lot served by the Access Easement shall be obligated to pay a portion thereof, as provided herein.

ARTICLE V.

OWNERS ASSOCIATION

As provided in Section 12.01 of the Master Declaration, upon the annexation of the Annexed Property, the Owners of the Lots within the Annexed Property shall become members of Harris Ranch Owners Association, Inc. (as defined in the Master Declaration) with all rights privileges and obligations as all other members.

ARTICLE VI.

CONFLICTS

Any conflicts between the terms of the Master Declaration and the provisions of this Second Amendment shall be controlled by this Second Amendment.

ARTICLE VII.

EFFECTIVE DATE

This Second Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

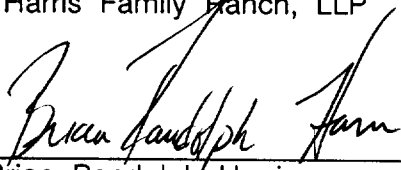
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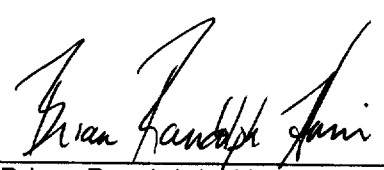
IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, and pursuant to Section 12.01 of the Master Declaration, has hereunto executed this Second Amendment as of the date and year first above written.

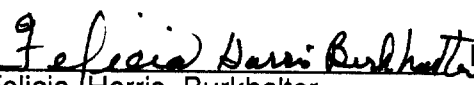
HARRIS/BRIGHTON, LLC

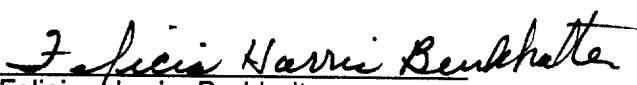
HARRIS FAMILY RANCH, LLP

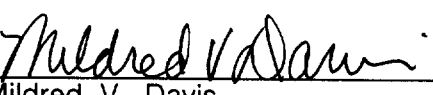
By: Harris Family Ranch, LLP

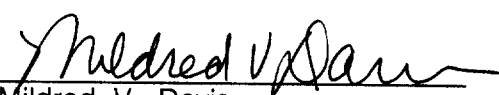
By 
Brian Randolph Harris
Managing Partner

By 
Brian Randolph Harris
Managing Partner

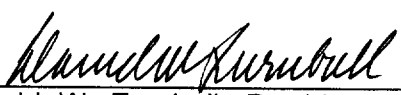
By 
Felicia Harris Burkhalter
Managing Partner

By 
Felicia Harris Burkhalter
Managing Partner

By 
Mildred V. Davis
Managing Partner

By 
Mildred V. Davis
Managing Partner

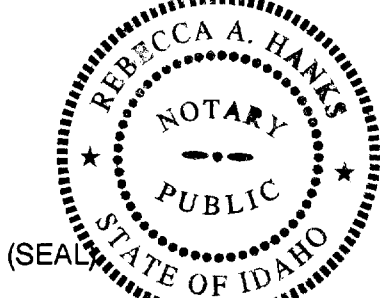
By: Brighton Corporation

By 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 7th day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis**, known or identified to me to be the General Partners of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, and the Partners who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that they executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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

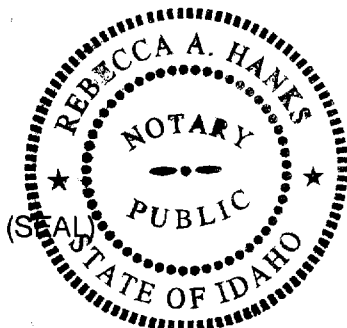


Rebecca A. Hanks
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 10/06/2005

STATE OF IDAHO)
) ss:
County of Ada)

On this 7th day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the President of **BRIGHTON CORPORATION**, an Idaho Corporation, which Corporation is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, the Corporation that executed the foregoing instrument as Member of said Limited Liability Company or the person who executed the foregoing instrument on behalf of said Corporation as a Member of said Limited Liability Company, and acknowledged to me that such Corporation executed the same as a Member of said Limited Liability Company.

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

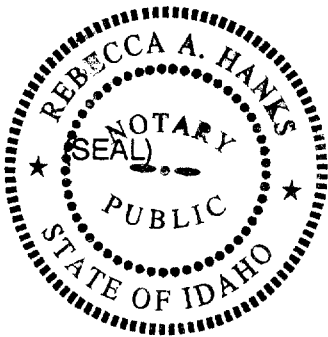


Rebecca A. Hanks
Notary Public for Idaho.
Residing at Meridian, Idaho
My Commission Expires: 10/06/2005

STATE OF IDAHO)
) ss:
County of Ada)

On this 7th day of December, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis**, known or identified to me to be the Managing Partners of **HARRIS FAMILY RANCH, L.L.P.**, an Idaho Limited Liability Partnership, and the Managing Partners who subscribed said Limited Liability Partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said Limited Liability Partnership name.

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



Rebecca A. Hanks
Notary Public for Idaho
Residing at Meridian, Idaho
My Commission Expires: 10-06-2005

FIRST AMENDMENT
TO
MASTER DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
HARRIS RANCH SUBDIVISION

December 28, 1999

RECITALS
ADA COUNTY RECORDER
J. DAVID NAVARRO
BOISE, IDAHO

RECORDED REQUEST OF

FEE 18.00 DEPUTY

WHEREAS, there has been recorded by Harris/Brighton, LLC, a Limited Liability Company (hereafter "Grantor"), a Master Declaration of Covenants, Conditions, Restrictions and Easements for Harris Ranch Subdivision, dated December 1, 1999, recorded December 2, 1999, as Instrument No. 99115462, records of Ada County, Idaho (hereafter "Master Declaration");

WHEREAS, Section 15.02(a) of the Master Declaration provides that, until title to a Lot within the Property is conveyed by the Grantor to an Owner, the Master Declaration may be amended by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment;

WHEREAS, the Grantor is the owner of all of the Lots within the Property; and

WHEREAS, the Grantor desires to amend the Master Declaration as provided in this First Amendment, which amendments shall be effective upon the recordation of this First Amendment in the official records of Ada County, Idaho.

1. **Amendments to Master Declaration.** The Master Declaration is hereby amended as follows:

1.01. **Amendment of Section 5.02.** Section 5.02 of the Master Declaration, entitled "Buildings," is hereby amended to hereafter read as follows:

SECTION 5.02. Buildings. Except as (i) otherwise designated on the Master Plan for the Property, (ii) otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, or (iii) allowed by the zoning ordinance applicable to the Lot, no Lot shall be improved except with one (1) dwelling unit. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) standard size automobiles. The minimum square footage of living area within a dwelling unit located on a Lot shall as provided in the ACC Rules/ACC Standards. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

1.02. Amendment of Article V. Article V of the Master Declaration, entitled "Permitted Uses and Performance Standards," is hereby amended to add a new Section 5.32 which shall read as follows:

SECTION 5.32. Right to Create Side-Yard Easements. The Grantor shall have the right at any time prior to the conveyance of fee title to a Lot to an Owner to declare and create an easement, not to exceed ten feet (10') in width (hereafter "Side-Yard Easement") on, over, along and across any Lot (hereafter "Servient Lot") within Harris Ranch No. 1 Subdivision, which Side-Yard Easement shall be adjacent to and along the whole of the side yard lot line that abuts an adjacent Lot (hereafter "Dominant Lot"), which Side-Yard Easement shall, if so declared and created by the Grantor, except as expressly provided to the contrary hereafter, be for the sole and exclusive use of the Dominant Lot, provided that there shall be only one (1) such Side-Yard Easement on each Servient Lot. The location of the Side-Yard Easement on each Servient Lot, if not shown on the recorded subdivision plat for Harris Ranch No. 1 Subdivision, if declared and created by the Grantor, shall be determined by the location of the Building on the Servient Lot and shall be located along the side lot line which is nearest to the Building constructed by an Owner on such Owner's Lot and shall terminate at the structure of the residential dwelling located on the Servient Lot. If the Grantor declares and creates a Side-Yard Easement on a Lot in accordance with this Section, the Grantor shall execute, acknowledge and record in the official records of Ada County, Idaho, a Declaration of Side-Yard Easement, which shall evidence the declaration and creation by the Grantor of the Side-Yard Easement and shall describe the location thereof upon the Servient Lot.

- (a) **Purpose of Side-Yard Easements.** The purpose of the Side-Yard Easements, if declared and created by the Grantor pursuant to this Section, shall be to allow the Owner of the Dominant Lot the right to perpetually use and maintain, on an exclusive basis (except as expressly provided to the contrary hereafter), the area within the Side-Yard Easement for any use or purpose for which the Dominant Lot may be used, subject to applicable setbacks as provided in the Master Declaration or required by the applicable ordinances of the City of Boise, Idaho, as modified by any special or conditional use permit granted by the City of Boise, Idaho, and relating to Harris Ranch Subdivision.
- (b) **Easements Appurtenant.** If the Grantor declares and creates a Side-Yard Easement on a Lot, such Side-Yard Easement shall be an easement appurtenant to the Dominant Lot and cannot be separated from the Dominant Lot or transferred or assigned by the Owner of the Dominant Lot separate from the conveyance of fee title to the Dominant Lot. A conveyance of fee title to the Dominant Lot shall constitute a conveyance, transfer and assignment of all right, title and interest in and to the Side-Yard Easement to the recipient of fee title to the Dominant Lot notwithstanding any provision in the document(s) of conveyance

to the contrary or if such document(s) of conveyance is silent with respect to such Side-Yard Easement.

- (c) **Covenants Running with Land - No Termination.** Each Side-Yard Easement declared and created by the Grantor hereunder shall be a perpetual easement running with the land and shall inure to the benefit of and be binding upon the Owner of the Servient Lot and the Dominant Lot and their respective successors and assigns including, without limitation, all subsequent owners of either the Servient Lot and the Dominant Lot and all persons claiming under and through them. Each Side-Yard Easements declared and created by the Grantor shall not terminate by lapse of time, non-use or the lack of maintenance.
- (d) **Right of Access by Servient Lot.** Notwithstanding the exclusive nature of the Side-Yard Easements as may be declared and created by the Grantor hereunder, the Owner or Occupant of the Servient Lot, and their employees, agents and contractors, shall have the right to enter upon the Side-Yard Easement located on the Servient Lot, if such entry is necessary for the maintenance, repair or restoration of the improvements located on the Servient Lot. Any such entry by the Owner or Occupant of the Servient Lot, or their employees, agents or contractors, shall be at such time(s) and intervals as shall minimize the inconvenience of the Owner or Occupant of the Dominant Lot, and, when possible, shall be made after notice, written or oral, given to the Owner or Occupant of the Dominant Lot. The Owner or Occupant of the Servient Lot shall be responsible for the repair of any damage to any property, including landscaping, located on the Side-Yard Easement resulting from such entry, which repair shall be made promptly after such entry, but in no event more than ten (10) days thereafter.
- (e) **Right to Mortgage.** The Owner of the Dominant Lot shall have the right to mortgage such Owner's rights with respect to a Side-Yard Easement which is appurtenant to such Owner's Lot, if required by the mortgagee, and, in such event, the mortgagee of an Owner's interest in the Side-Yard Easement shall have no obligation hereunder unless and until the mortgagee acquires the fee title to the mortgaged property.

The mortgage by the Owner of a Servient Lot shall be subordinate to and junior to the right of the Owner of the Dominant Lot in and to a Side-Yard Easement, if any, located on the Servient Lot.

- (f) **Acceptance and Succession.** If a Side-Yard Easement is declared and created by the Grantor, each Owner of the Servient Lot, and each successor Owner of the Servient Lot, by the acceptance of a deed to the Servient Lot, shall be deemed to

agree to, and to be bound by, the terms, conditions and covenants of this Section. The rights and obligations contained in this Section shall bind each Owner of a Lot within Harris Ranch No. 1 Subdivision, the such Owner's Occupants, heirs, personal representatives, successors and assigns.

- (g) **Indemnification.** From and after the date that the Grantor declares and creates a Side-Yard Easement on a Lot, the Owner of each Dominant Lot shall indemnify, save and hold harmless the Owner of the Servient Lot, and such Owner's heirs, personal representatives, successors and assigns, from and against any claim, liability, damage, judgment, cost or expense, of whatever kind or nature, including attorneys fees, arising from or relating to the use by the Owner of the Dominant Lot of the Side-Yard Easement located on the Servient Lot.
- (h) **Settlement of Disputes Concerning Side-Yard Easements.** In the event of any dispute arising between the Owner of a Dominant Lot and the Owner of a Servient Lot concerning a Side-Yard Easement located on the Servient Lot, or a dispute between said Owners involving the interpretation of this Article, the matter shall be submitted to the Board of the Association, which shall act as a Board of Arbitration and shall proceed in accordance with the rules and procedures of the American Arbitration Association then in effect, and the decision of the majority of the members of the Board shall be binding on the respective Owners of the Servient Lot and the Dominant Lot.

2. Conflicts. Any conflicts between the terms of the Master Declaration and the provisions of this First Amendment shall be controlled by this First Amendment.

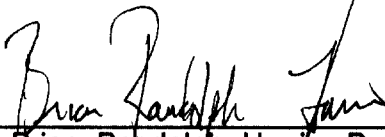
3. Effective Date. This First Amendment shall be effective from and after the date it is recorded in the official Records of Ada County, Idaho.

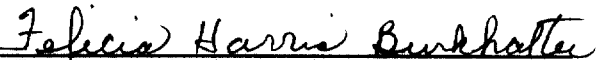
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IN WITNESS WHEREOF, the undersigned, being the Grantor under the Master Declaration, has hereunto approved and executed this First Amendment as of the date and year first above written.

HARRIS/BRIGHTON, LLC

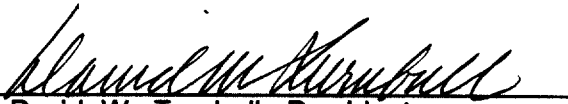
By: Harris Family Ranch, LLP

By 
Brian Randolph Harris, Partner

By 
Felicia Harris Burkhalter, Partner

By 
Mildred V. Davis, Partner

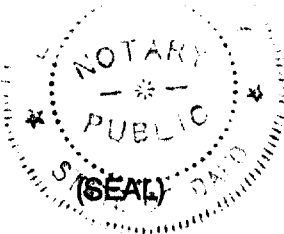
By: Brighton Corporation

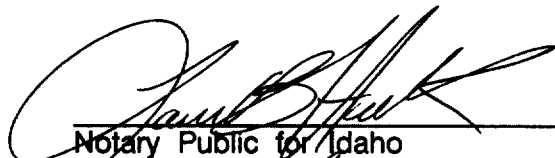
By 
David W. Turnbull, President

STATE OF IDAHO)
) ss:
County of Ada)

On this 13th day of January, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis**, known or identified to me to be the General Partners of **HARRIS FAMILY RANCH, LLP.**, an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, and the Partners who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that they executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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

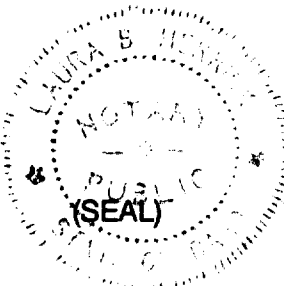


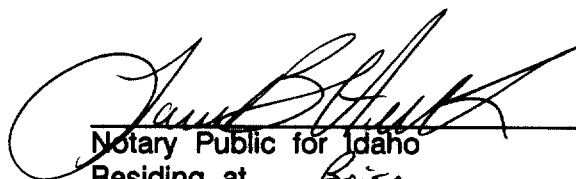

Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 12/20/00

STATE OF IDAHO)
) ss:
County of Ada)

On this 13th day of January, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared **DAVID W. TURNBULL**, known or identified to me to be the President of **BRIGHTON CORPORATION**, an Idaho Corporation, which Corporation is a Member of **HARRIS/BRIGHTON, LLC**, an Idaho Limited Liability Company, the Corporation that executed the foregoing instrument as Member of said Limited Liability Company or the person who executed the foregoing instrument on behalf of said Corporation as a Member of said Limited Liability Company, and acknowledged to me that such Corporation executed the same as a Member of said Limited Liability Company.

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




Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 12/20/00

Harris Brighton
ADA COUNTY RECORDER
J. D. HARRIS
BOISE, IDAHO
1999 DE 2 OF PM 3:32
1999 DE 2 OF PM 3:32
RECORDED - REQUEST OF
FEE 81- DEPUTY 99115462
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

HARRIS RANCH SUBDIVISION

December 1, 1999

ARTICLE I.

RECITALS

WHEREAS, the undersigned (hereafter "Grantor") is the owner of certain land in Ada County, Idaho, more particularly described as follows (hereafter "Property"):

Lots 1 through and including 22, Block 2; Lots 1 through and including 25, Block 3; Lots 1 through and including 21, Block 4; Lots 1 through and including 18, Block 7; Lots 1 through and including 11, Block 9; Lots 1 through and including 32, Block 10; Lots 1 through and including 24, Block 11; Lots 1 through and including 11, Block 12; Lots 1 through and including 11, Block 14; and Lots 1 through and including 35, Block 15, HARRIS RANCH NO. 1 SUBDIVISION, according to the official plat thereof filed in Book 79 of Plats at Pages 8416 through and including 8425, records of Ada County, Idaho; and Lots 1 through and including 4, Lots 6 through and including 13, Lots 15 through and including 21, Lots 23 through and including 34, and Lots 36 through and including 48, Block 25; Lots 1 through and including 6, Block 28; Lots 1 through and including 6, Block 29; Lots 1 through and including 6, and Lots 8 through and including 14, Block 30; Lots 2 through and including 14, Block 32; and Lots 1 through and including 3, Lots 5 through and including 10, and Lots 12 through and including 16, Block 33, HARRIS RANCH SUBDIVISION NO. 2, according to the official plat thereof filed in Book 79 of Plats at Pages 8432 through and including 8434, records of Ada County, Idaho.

WHEREAS, the Grantor desires to subject the Property to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes herein set forth to (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor 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 by the Grantor adjacent to the Property is platted and developed for uses similar to that of the Property, upon election by the Grantor, such shall become subject to the terms of this Master Declaration by annexing the same as provided herein;

WHEREAS, because Harris Ranch Subdivision will be developed in several phases, each of which may have unique characteristics, needs and requirements, the Grantor 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 Harris Ranch Subdivision;

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

ARTICLE II.

DECLARATION

The Grantor hereby declares that the Property and each lot, tract or parcel thereof (hereafter called "Lot," unless specified to the contrary), is and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following covenants, conditions, restrictions, easement, reservations, limitations and equitable servitudes (hereafter collectively called "covenants and restrictions"), all of which are declared and agreed to be in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Property or any Lot therein, and to enhance the value, desirability and attractiveness thereof. The covenants and restrictions set forth herein shall run with the land and each estate therein and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any Lot therein; shall inure to the benefit of every Lot in the Property and any interest therein; and shall inure to the benefit of and be binding upon the Grantor and each Owner, and each successor in interest of each, and may be enforced by the Grantor by and any Owner, or by the Owner's Association, as hereafter provided.

Notwithstanding the foregoing, no provision of this Master Declaration shall be construed or enforced to prevent or limit the Grantor's right to complete development of the Property in accordance with the plan therefor as the same exists or may be

modified from time to time by the Grantor nor prevent normal construction activities during the construction of Improvements upon any Lot in the Property. No development or construction activities shall be deemed to constitute a nuisance or violation of this Master Declaration by reason of noise, dust, presence of vehicles or construction machinery, erection of temporary structures, posting of signs or similar activities, provided that the same are actively, efficiently and expeditiously pursued to completion. In the event any dispute concerning the foregoing shall arise, a temporary waiver of the applicable provision(s) of this Master Declaration may be granted by the Architectural Control Committee provided that such waiver shall be for a reasonable period of time and shall not be violative of the ordinances of the City of Boise applicable to the Property. Any such waiver need not be recorded and shall not constitute an amendment of this Master Declaration.

In the event of a conflict between the provisions of this Master Declaration and the requirements of the ordinances of the City of Boise applicable to the Property, the more restrictive shall control.

ARTICLE III.

DEFINITIONS

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

ACC: The Architectural Control Committee for the Property.

ACC Rules/ACC Standards: Such rules or standards promulgated by the Grantor and/or the ACC as authorized by Section 5.28, below.

Annexation: The process by which additional tracts or parcels of land not initially a part of the Property are made subject to this Master Declaration.

Assessment: A payment required of Association members, including Regular, Special or Limited Assessments as provided in this Master Declaration.

Association: Harris Ranch Owners Association, Inc., an Idaho non-profit corporation.

Board: The duly elected and qualified Board of Directors of the Association.

Building: 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.

By-Laws: The By-Laws of the Association, including any amendments thereto duly adopted.

Common Area: All real property, including easements or other interests 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, including, but not limited to, off-site drainage facilities, and which are owned, held, controlled or maintained for the betterment of the Owners and Occupants of the Property.

Development: The project to be undertaken by the Grantor resulting in the improvement of the Property, or any additional property annexed hereunder, including landscaping, amenities, construction of roadways, utility services and other improvements.

Grantor: The undersigned owner of the land comprising the Property, including a successor of the undersigned Grantor, which successor succeeds to the ownership of all of the Grantor's interest in the whole of the Property.

Harris Ranch Owners Association, Inc. The Idaho non-profit corporation organized by the Grantor and comprised of Members and existing for the purpose of providing self-government for the Property.

Harris Ranch Subdivision: The whole of the Property and any additional land annexed thereto as provided herein (also sometimes referred to herein as "Property").

Improvements: 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 which are located totally on the interior of a Building and cannot be readily observed when outside thereof.

Initial Construction: The first construction of permanent Improvements on a Lot following the sale of that Lot by the Grantor to an Owner, and intended for residential occupancy.

Limited Assessment: An Assessment levied by the Association upon one or more Lots, but not upon all Lots within the Property, for the purpose of securing payment by the Owner(s) thereof of amounts expended by the Association to correct a condition prohibited or to cure an Owner's breach hereunder.

Lot: A portion of the Property which is a legally described tract or parcel of land within the Property or which is designated as a Lot on any recorded subdivision plat relating to the Property.

Master Declaration: This instrument as it may be amended from time to time.

Master Plan: The overall master development plan prepared by the Grantor for the whole of the Property, as the same exists from time-to-time and which illustrates the proposed total development contemplated by the Grantor and the nature and location of each of the uses intended to be allowed within the Property. Provided, that no use shall be allowed within the Property unless the same is in accordance with applicable zoning ordinances.

Member: Any person(s) who is an Owner of a Lot within the Property.

Mortgage: Any mortgage or deed of trust 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 within the Property.

Mortgagee: 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 with the Property owned by an Owner. 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.

Occupant: 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.

Owner: A person or persons or other legal entity or entities, including the Grantor, holding fee simple title to a Lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, but including any Mortgagee (of any priority) or other security holder provided said Mortgagee or other security holder is in actual possession of a Lot as a result of foreclosure or otherwise, and any person taking title through such Mortgagee or other security holder by purchase at foreclosure sale or otherwise.

Plat: A final subdivision plat covering any portion of the Property, as recorded in the office of the County Recorder, Ada County, Idaho, as the same may be amended by duly recorded amendments thereto.

Property: The whole of the Property described in Article I, above, and any additional land annexed thereto pursuant to Article XII, below.

Regular Assessment: An assessment levied by the Association to provide funds to pay the ordinary estimated expenses of the Association.

Special Assessment: An assessment levied by the Association other than a Regular or Limited Assessment.

Sub-Association: An Idaho non-profit corporation or unincorporated Association organized by the Grantor or by any Owner(s) pursuant to a Supplemental Declaration recorded by the Grantor for any specific tract or parcel within Harris Ranch Subdivision. Unless specifically provided to the contrary, or the context requires otherwise, a reference to "Association" shall include "Sub-Association."

Sub-Association Board: The duly elected and qualified Board of Directors of a Sub-Association. Unless specifically provided to the contrary, or the context requires otherwise, reference to "Board" shall include "Sub-Association Board."

Supplemental Declaration: The additional or different conditions, covenants, conditions, restrictions and easements relating to a particular tract or parcel of real property within Harris Ranch Subdivision promulgated by the Grantor 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."

ARTICLE IV.

PURPOSE

The Property is hereby made subject to the covenants and restrictions contained in this Master Declaration, all of which shall be deemed to be imposed upon and run with the land and each and every Lot and parcel thereof, and shall apply to each and every Owner and Occupant thereof and their respective successors in interest, to insure proper design, development, improvement, use and maintenance of the Property for the purpose of:

- (a) Insuring Owners and Occupants of Buildings of quality of design, development, improvement, use and maintenance as shall protect and enhance the investment and use of all Lots and Improvements.
- (b) The prevention of the erection within the Property of Improvements of improper design or construction with improper or unsuitable materials or with improper quality and method of construction.
- (c) Encouraging and insuring the erection of quality and attractive Improvements appropriately located within the Property to assure visual quality and harmonious appearance and function.
- (d) Securing and maintaining proper set-backs from streets and open areas within the Property and adequate free spaces between Improvements.
- (e) The integration of development of the different Lots by setting common general standards consistent with the ACC Rules/ACC Standards existing from time to time.
- (f) Insuring attractive landscaping and the conservation of existing natural features with minimum adverse impact on the ecosystem.

As used hereafter, "Project Objectives" shall mean the foregoing specified purposes.

ARTICLE V.

PERMITTED USES AND PERFORMANCE STANDARDS

SECTION 5.01. Use. Unless as otherwise designated on the Master Plan for the Property, or unless otherwise specified in a Supplemental Declaration covering a particular Lot(s) or parcel(s), Lots shall be used only for residential purposes and such uses as are customarily incidental thereto, including, but not limited to, a home office provided that such incidental use does not result in a consistent increase in traffic and demand for parking, and Common Area. As used herein and elsewhere in this Master Declaration, "residential" shall mean the use of the Improvements on a Lot for living accommodations by one (1) or more related or unrelated persons, including guests of the principal occupant(s), which guests reside therein on a temporary basis. Notwithstanding the provisions of §67-6530 et. seq., Idaho Code, as used in this Master Declaration, "residential" is not intended, nor shall the same be construed, to include the use of Lot for the operation of a shelter home for persons unrelated to each other or unrelated to the Owner or Occupant.

SECTION 5.02. Buildings. Except as (i) otherwise designated on the Master Plan for the Property, (ii) otherwise specified for a particular Lot, tract or parcel in a Supplemental Declaration, or (iii) allowed by the zoning ordinance applicable to the Lot, no Lot shall be improved except with one (1) dwelling unit. Each dwelling unit shall have an attached or detached fully enclosed garage adequate for a minimum of two (2) and a maximum of three (3) standard size automobiles. The minimum square footage of living area within a dwelling unit located on a Lot shall as provided in the ACC Rules/ACC Standards. The square footage of living area shall be based on the finished interior living space at or above the grade of the Lot, exclusive of basement, porches, patios and garage.

SECTION 5.03. Approval of Use and Plans. No Improvements shall be built, constructed, erected, placed or materially altered within the Property unless and until the plans, specifications and site plan therefor have been reviewed in advance and approved by the ACC in accordance with the provisions of Article XI, below.

SECTION 5.04. Prohibited Buildings/Uses. No trailer or other vehicle, tent, shack or garage shall be used as a temporary or permanent residence. No noxious or offensive activities shall be conducted on any Lot nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to the Occupant(s) of the other Lots within the Property by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

SECTION 5.05. Set-Backs. No building or other structure (exclusive of fences and similar structures approved by the ACC) shall be located on a Lot nearer to a Lot line than the distance permitted by (i) the ordinances of the City of Boise applicable to the Property except as may be modified by a Conditional Use Permit issued by the City of Boise, or (ii) the ACC Rules/ACC Standards, whichever requires the greater distance. The ACC shall have the right to stagger the front setbacks of the Lots in order to create a more pleasing appearance and to minimize the negative visual appearance of a uniform building line.

SECTION 5.06. Antennae. No exterior radio antennae, television antennae or other antennae, including a satellite dish, shall be erected or maintained on a Lot without the prior approval in writing by the ACC.

SECTION 5.07. Easements. There is hereby reserved for the use and benefit of the Grantor and granted for the use and benefit of each Lot, and for the use and benefit of each Owner and Occupant, and for the use and benefit of the Association, and their successors and assigns, for the purposes incident to such use, development and maintenance of the Property, the following easements:

- (a) For the installation and maintenance of public utility facilities of all kinds, including radio and television and transmission cables, the easements so designated on the recorded Plat(s) for any portion of the Property.
- (b) For the purpose of permitting the Grantor or the Association, their contractors and agents, to enter onto those portions of Lots contiguous to any Common Area to maintain, replace and restore landscaping and other Improvements within the Common Area.
- (c) Reciprocal appurtenant easements of encroachment, not to exceed one foot (1'), as between each Lot and such portion(s) of the Common Area adjacent thereto, or between adjacent Lots, due to the unintentional placement or settling or shifting of the Improvements constructed thereon, which easements of encroachment shall be valid so long as they exist and the rights and obligations of Owners shall not be altered in any way by said encroachments, settling or shifting; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner.
- (d) Any additional easements, if any, as shown and designated on a recorded Plat(s) for any portion of the Property.

The easement areas (excluding any equipment or appurtenances owned by the Grantor, the Association or a utility company located thereon) herein reserved shall be maintained by the Owner of the Lot upon which they are situated.

No Improvements shall be placed or permitted to remain on such easement areas located within any Lot which shall interfere with the intended use or purpose of such easement(s), and no other activity shall be undertaken on any Lot which may interfere with the use and access intended to be provided by such easement or the installation or maintenance of the utilities or other facilities, if any, located thereon or therein.

SECTION 5.08. Lighting. If required by the ACC, each Owner shall install, and maintain in a operative condition such exterior lighting as shall be provided in the ACC Rules/ACC Standards.

SECTION 5.09. Roofs. The type, pitch and roof covering material(s) which shall be required on Buildings within the Property shall be as set forth in the ACC Rules/ACC Standards. No gravel roofs shall be permitted.

SECTION 5.10. Animals. No animals, livestock, birds, insects or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than two (2) domesticated dogs and/or cats, or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs and other similar pets shall be on a leash when not confined to an Owner's Lot.

SECTION 5.11. Septic Tanks/Cesspools. No septic tanks and/or cesspools shall be allowed within the Property.

SECTION 5.12. Grading and Drainage. Lot grading shall be kept to a minimum and Buildings are to be located for preservation of the existing grade(s) and any grade(s), berms or swales should be an integral part of the grading design. Subject to the requirements of any governmental entity having jurisdiction thereof, water may drain or flow into adjacent streets but shall not be allowed to drain or flow upon, across or under adjoining Lots or Common Area, unless an express written easement for such purpose exists. The Owner of a Lot which drains upon, across or under an adjoining Lot(s) or Common Area shall be liable for any damage caused thereby and shall promptly take all action and make all modifications necessary to correct such non-permitted drainage.

SECTION 5.13. Commercial Use Prohibited. Unless otherwise shown on the Master Plan for the Property and specifically permitted in a Supplemental Declaration, no Lot shall be used at any time for commercial or business activity, provided, however, that the Grantor or persons authorized by the Grantor may use a Lot(s) for development and sales activities relating to the Property, model homes or real estate sales. As used herein, "commercial or business activity" shall not include the use of a Lot for an incidental use as described in Section 5.01, above, or the rental by an Owner of a Lot and the Improvements thereon for residential purposes. The use of a Lot for a shelter home, as the same is defined in §67-6530 et. seq., Idaho Code, whether or not operated for profit, shall, for the purposes of this Master Declaration, be a commercial or business use.

SECTION 5.14. Maintenance. The following provisions shall govern the maintenance of Lots and all Improvements thereon:

- (a) Each Owner of a Lot shall maintain all Improvements located thereon in good and sufficient repair and shall keep the Improvements thereon painted or stained, lawns cut, shrubbery trimmed, windows glazed, rubbish and debris removed, weeds cut and otherwise maintain the same in a neat and aesthetically pleasing condition.
- (b) Each Owner of a Lot shall maintain the landscaping planted and installed by the Owner in the landscape strip located between the street curb and the sidewalk adjacent to the Owner's Lot (hereafter "Street Landscape Strip"), and, where the same exists, the landscape strip between the rear lot line of the Owner's Lot and the paved alley (hereafter "Alley Landscape Strip"), as required by Sections 5.25

and 5.31 of this Declaration, said landscaping to be maintained in a condition comparable to the condition of the landscaping on the Owner's Lot.

- (c) All damage to any Improvements shall be repaired as promptly as is reasonably possible.
- (d) A Building which is vacant for any reason shall be kept locked and the windows glazed in order to prevent entrance by vandals. Vacant Buildings and unimproved Lots shall not be exempt from the provisions of this Master Declaration.
- (e) All structures, facilities, equipment, objects and conditions determined by the ACC, in its sole discretion, to be offensive, shall be enclosed within an approved structure or appropriately screened from public view. All trash, debris, garbage and refuse shall be kept at all times in a covered container and all such containers shall be kept on a Lot within an enclosed structure or screened from public view.
- (f) No articles, goods, machinery, materials or similar items shall be stored, kept or maintained on a Lot in the required set-back area along a public or private right-of-way or otherwise kept in the open or exposed to public view.
- (g) Any event or condition on a Lot or adjacent to a Lot if under the control of the Owner, which, in the sole discretion of the ACC, creates an unsightly or blighting influence, shall be corrected, removed or obstructed from public view, as the case may be, by the Owner of the Lot, notwithstanding the fact that such event or condition may not be specifically described and/or prohibited in this Master Declaration. If such event or condition is not promptly corrected by the Owner, the Association shall have the right to correct the same pursuant to subsection (h), below.
- (h) In the event that any Owner shall permit any Improvement, including any landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, the Board, upon fifteen (15) days prior written notice to the Owner of such Lot, shall have the right to correct such condition, and to enter upon said Lot and into any building or structure thereon, if necessary, for the purpose of correcting or repairing the same, and such Owner shall promptly reimburse the Association for the cost thereof. The Owner of the offending Lot shall be personally liable, and such Owner's Lot may be subject to a mechanic's lien for all costs and expenses incurred by the Association in taking such corrective action, plus all costs incurred in collecting the amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Board, be levied as a Limited Assessment against said Lot and shall be enforceable in the same manner as set forth in Article IX of this Master Declaration.

SECTION 5.15. Mining and Drilling. No Lot shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, steam, oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; provided that the Grantor or the Association may, by permit, grant, license or easement, allow the drilling for and the extraction of water for use on the Lot.

SECTION 5.16. Boats, Campers and Other Vehicles. Trailers, mobile homes, trucks larger than standard-size pickups, boats, tractors, campers, garden or maintenance equipment and vehicles other than automobiles (hereafter "Vehicles and Equipment"), when not in actual use, shall be kept at all times in an enclosed structure and, except for a temporary period not to exceed twenty-four (24) hours, at no time shall any such Vehicles or Equipment be parked or stored on a Lot in public view or on a public or private right-of-way within the Property. No operative automobile (which, as used herein shall include a standard or smaller pickup) shall be parked or stored for a period in excess of seventy-two (72) consecutive hours on any portion of a Lot between the front of a Building and the abutting public right-of-way. No inoperative automobile shall be parked or stored at any time on a Lot unless wholly within an enclosed structure. A minimum of two (2) off-street parking spaces for automobiles shall be provided on each Lot. The primary purpose of the garage required on each Lot is for the parking and storage of automobiles. No other use of a garage which 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. The Owner shall provide sufficient garage space or other enclosed parking approved by the ACC for all automobiles used by the Occupants of a Lot, which automobiles shall be kept within the garage, and the parking thereof in the driveway on the Lot or in a public right-of-way within the Subdivision, other than for temporary purposes (as determined by the ACC), is prohibited.

SECTION 5.17. Garage Doors. Garage doors shall be closed except when open for a temporary purpose.

SECTION 5.18. Exterior Materials and Colors. All exterior materials and colors shall be selected and used which are approved by the ACC and which are compatible with other Buildings on the Lot and on neighboring Lots to the end that all such Buildings will present a unified and coordinated appearance. All exterior finishes and/or colors shall be approved by the ACC and shall be in accordance with the ACC Rules/ACC Standards.

SECTION 5.19. Vehicles. The use of all vehicles, including but not limited to automobiles, trucks, bicycles and motorcycles, shall be subject to ACC Rules/ACC Standards, which may prohibit or limit the use thereof within the Property, provide parking regulations and other rules regulating the same.

SECTION 5.20. Exterior Energy Devices. No energy production device including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any Lot without the prior written approval of the ACC, except for heat pumps or similar appliances shown on the plans approved by the ACC.

SECTION 5.21. Mailboxes. No free-standing mailbox shall be constructed or installed on any Lot without the prior written approval of the plans therefor by the ACC.

SECTION 5.22. Signs. No commercial billboard or advertising shall be displayed to the public view on or from any Lot. Owners may advertise a dwelling unit and Lot for rent or for sale by displaying a single, neat, reasonably sized vacancy sign or "For Sale" sign thereon. Signs advertising the name of the builder and the name of the institution providing financing therefor may be displayed on a Lot during construction of the Improvements. Lighted, moving or flashing signs for any purposes are prohibited. Directional signs may be used to give directions to traffic or pedestrians or give special instructions. Any directional or identification sign within the Property shall be permitted, provided the same is approved by the ACC prior to installation. Notwithstanding the foregoing, the ACC shall have the right to adopt ACC Rules/ACC Standards with respect to signs allowed within Harris Ranch Subdivision, which ACC Rules/ACC Standards, if adopted, shall regulate signs within Harris Ranch Subdivision and shall control over the specific provisions of this Section.

SECTION 5.23. Subdividing. No Lot may be further subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written consent of the ACC; provided, however, that nothing herein shall be deemed to prevent an Owner from transferring or selling any Lot to more than one person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property, or require the approval of the ACC therefor. In addition, the conveyance of an insignificant portion(s) of a Lot to the Owner of the Lot which abuts said conveyed portion for the purpose of correcting a common boundary or other similar purpose, shall not be deemed to be a subdividing of a Lot within the prohibition contained herein.

SECTION 5.24. Fences. No fence or wall of any kind shall be constructed on a Lot unless the plans and specifications therefor, including the location, design, material and color thereof, have been approved in writing by the ACC prior to the construction or installation. The type, design, material and finish of all privacy fences shall be as specified in the ACC Rules/ACC Standards, it being the intent of the Grantor that all such privacy fencing shall present, to the extent reasonably practicable, a uniform appearance throughout the Property. All fences and/or walls constructed on a Lot shall be in compliance with the ordinances of the City of Boise applicable to the Property.

In addition to the requirements of the ACC Rules/ACC Standards applicable to fences, fencing, all fences and walls shall be subject to the following restrictions:

- (a) No fence or wall shall be permitted to be constructed or installed on the Common Area or any portion of a berm constructed by the Grantor within the Property; provided, that if the Grantor constructs or installs a fence in a Common Area or on a berm, the ACC may allow fences on the adjacent Lot(s) to be attached thereto so long as such attachment does not (i) impede the maintenance, repair or replacement of the Common Area or berm, (ii) alter the visual theme established by the fence constructed or installed by the Grantor, and (iii) does not project above the top of the fence constructed or installed by the Grantor.
- (b) Fences and walls shall not extend closer to any street than twenty feet (20') nor project beyond the setback of the principal Building on the Lot. No fence higher than six feet (6') shall be allowed without the prior approval of the City of Boise applicable to the Property (if required) and the ACC.
- (c) All fences and walls shall be constructed and installed and maintained in good appearance and condition at the expense of the Owner of the Lot on which they are located and all damaged fencing and walls shall be repaired or replaced to original design, materials and color within a reasonable time after said damage occurs.
- (d) No fence or wall shall interfere with the use and enjoyment of any easement reserved in this Master Declaration or shown on the recorded Plat(s) of the Property.
- (e) No fence, wall, hedge, high planting, obstruction or barrier shall be allowed if, because of the design, material, color, nature, qualities or characteristics thereof, the same would have a noxious or nuisance effect upon neighboring Lots as determined by the ACC. It is not the intent of this subsection (e) to create a view easement on or across any Lot ("Affected Lot") in favor of any Lot which is adjacent to or in the vicinity of the Affected Lot.

SECTION 5.25. Landscaping. The following provisions shall govern the landscaping of Lots within the Property:

- (a) The Owner shall prepare a landscape plan and shall submit the same to the ACC as provided in Article XI, below. The ACC shall approve said landscape plan prior to the installation and/or construction of landscaping on a Lot. The use of berms and sculptures planting areas is encouraged. Landscaping of a Lot shall be in accordance with the approved plan.

- (b) Each Owner shall be required to landscape the Street Landscape Strip (as defined in Section 5.14(b), above), and, where the same exists, the Alley Landscape Strip (as defined in Section 5.14(b), above), which landscaping shall be included in the landscape plan to be submitted to and approved by the ACC. Notwithstanding the foregoing, the ACC shall have the right, if deemed necessary by the ACC to assure uniformity in and/or compatibility of the landscaping within the Street Landscape Strip and the Alley Landscape Strip, to adopt ACC Rules/ACC Standards which shall specify the nature, type, extent and design of the landscaping therein, and, if so adopted, the ACC Rules/ACC Standards shall be binding upon the Owners.
- (c) All required landscaping on a Lot shall be installed within thirty (30) days after substantial completion of the Building on the Lot, with a reasonable extension allowed for weather.
- (d) The ACC Rules/ACC Standards shall set forth the initial minimum landscaping required on each Lot.

SECTION 5.26. Irrigation Water. Each Owner, by the acceptance of a deed to a Lot within the Property, acknowledges that the Grantor has no obligation to deliver irrigation water to the individual Lots within the Property. If the Grantor constructs or installs any facilities for the delivery of irrigation water to the individual Lots, such shall be constructed and installed pursuant to an agreement with the City of Boise and the maintenance, repair and replacement of such facilities shall be thereafter be the responsibility of the City of Boise, which shall bill each Owner for the costs of the irrigation water and the maintenance, repair and replacement of the facilities required for the delivery thereof to the individual Lots. If irrigation water is delivered to the individual lots within the Property, the City of Boise shall have the right to establish the periods and times of delivery thereof to each Lot and to schedule such delivery on a rotation basis.

SECTION 5.27. Solar Access Requirements. Except for Lots located in those phases of the Property which are specifically granted a waiver by the City of Boise from compliance with the applicable ordinances of the City of Boise, requiring solar access protection, the following provisions are applicable to each Lot within the Property:

- (a) **Definitions.** For the purposes of this Section, the following definitions shall apply:
 - (i) **Exempt Tree.** As used herein, "Exempt Tree" shall mean any Pre-existing Vegetation (hereafter defined), or any Solar Friendly Vegetation (hereafter defined).
 - (ii) **Front Lot Line.** As used herein, "Front Lot Line" shall mean the line represented by the connection of the most distant corners of a Lot, including flag Lots, where said corners are in common with the boundary of a public or private road. For corner Lots, the Front Lot Line shall be as designated on a recorded Plat for the Property.
 - (iii) **North Slope.** As used herein, "North Slope" shall mean the gradient, in percent slope, from the average finished grade of the Front Lot Line of a Shade Restricted Lot (hereafter defined), to the average finished grade of the Solar Lot Line (hereafter defined) of a Solar Lot (hereafter defined). The slope must be downward or decreasing in elevation from north to south.
 - (iv) **Restricted Vegetation.** As used herein, "Restricted Vegetation" shall mean a tree or other vegetation which is either evergreen, or if deciduous, tends to retain its leaves late in the fall and/or drop them late in the spring, or has a dense branching pattern which generally tends to block a high level of the sun's rays during the heating season.
 - (v) **Shade.** As used herein, "Shade" shall mean that portion of the shadow cast by the shade point of a structure of vegetation which exceeds the eleven and one-half foot (11.5') fence at the Solar Lot Line (hereafter defined) at solar noon, January 21.
 - (vi) **Shade Point.** As used herein, "Shade Point" shall mean that part of a structure, tree or other object, on Shade Restricted Lot (hereafter defined), which casts the longest shadow (the most northerly shadow) when the sun is due south on January 21st at an altitude of twenty-six degrees (26°) above the horizon, except a shadow caused by a narrow object such as a chimney, antenna, utility pole, wire, etc.
 - (vii) **Shade Point Height.** As used herein, "Shade Point Height" shall mean the vertical distance or height measured from the average elevation at the Solar Lot Line (hereafter defined) to the Shade Point. If the Shade Point is located at the north end of a ridge line of a structure oriented within forty-five degrees (45°) of a geodetic north-south line, the Shade Point Height computed according to the preceding sentence may be reduced by three feet (3'). If a structure has a roof oriented within forty-five degrees (45°) of a geodetic east-west line with a pitch which is flatter than six feet (6') (vertical) in twelve feet (12') (horizontal), the Shade Point

will be the cave of the roof. If such a roof has a pitch which is six feet (6') in twelve feet (12') or steeper, the Shade Point will be the peak of the roof.

- (viii) **Shade Restricted Lot.** As used herein, "Shade Restricted Lot" shall mean any Lot within the Property that is southerly of and adjacent to a Solar Lot (hereafter defined).
- (ix) **Solar Friendly Vegetation.** As used herein, "Solar Friendly Vegetation" shall mean a tree or other vegetation which is included on the Solar Friendly Vegetation list kept by the Public Works Department and the Community Planning and Development Departments of the City of Boise.
- (x) **Solar Lot.** As used herein, "Solar Lot" shall mean a Lot within the Property which has the following characteristics: (a) The Front Lot Line is oriented within thirty degrees (30°) of a geodetic east-west bearing; (b) the Lot to the immediate south has a North Slope of ten degrees (10°) or less; and (c) is intended for the construction of an above ground inhabited structure.
- (xi) **Solar Lot Line.** As used herein, "Solar Lot Line" shall mean the most southerly boundary of a Solar Lot, i.e., the line created by connecting the most distant southerly corners of a Solar Lot.
- (xii) **Solar Setbacks.** As used herein, "Solar Setbacks" shall mean the minimum distance, measured perpendicular in a southerly direction, from the center of the Solar Lot Line to the Shade Point of a structure or to Restricted Vegetation based upon its height at maturity on a Share Restricted Lot. The following illustrates examples of Solar Setbacks for the given Shade Point Heights:

**SOLAR SETBACKS REQUIRED
FOR GIVEN SHADE POINT HEIGHT**

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

- (b) **Solar Access Covenants, Conditions and Restrictions.** The following covenants, conditions and restrictions shall be applicable within the Property:
 - (i) **Shade Restriction.** The following restriction shall apply to each Lot within the Property which is classified as a Shade Restricted Lot: Any structure or Restricted Vegetation cannot cast a shadow higher than an imaginary fence eleven and one-half feet (11.5') above the Solar Lot Line on Solar Noon of January 21st when the sun is at an angle of twenty-six degrees (26°) above the horizon. The height of the Shade Point of a structure on the Shade Restricted Lot is limited to nineteen feet (19') at the fifteen foot (15') real yard zoning setback in order that the eleven and one-half foot (11.5') high "solar fence" at the north property line of the Shade Restricted Lot is not exceeded.
 - (ii) **Pre-Existing Vegetation.** Restricted Vegetation which existed on a Lot within the Property, when that Lot was platted, is exempt from the provisions of this Section. Any Lot which would be shaded beyond the allowed Shade limit by such vegetation shall not be classified as a Solar Lot.
 - (iii) **Slope Exemption.** Any Lot with an average finished grade slope along the north-south Lot dimension greater than ten percent (10%) shall be exempt from the provisions of this Section.
 - (iv) **Solar Setbacks.** Each separate structure and item of Restricted Vegetation shall have a Solar Setback dependent on and calculated by its Shade Point Height. All Shade Restricted Lots shall have the following Solar Setback: Solar Setback (in feet) = [Shade Point Height (in feet) - 11.5'] x 2.
 - (v) **Solar Friendly Vegetation.** Solar Friendly Vegetation is not restricted with respect to its location on a Lot.

- (c) **Solar Access Rights, Duties and Responsibilities.** The Owner of a Solar Lot shall have the right to unobstructed solar access in accordance with the provisions of this Section. The Owner of a Lot shall not build, install or otherwise allow on a Lot a structure or a tree which is not classified as Solar Friendly Vegetation to cast more Shade at the Solar Lot Line than permitted in this Section.
- (d) **Amendment.** Notwithstanding any provision in this Declaration to the contrary, no amendment to this Section shall be effective unless the same is first approved in writing by the City of Boise.

SECTION 5.28. Adoption of ACC Rules/ACC Standards. The Grantor, or in the event of the Grantor's failure to do so, the ACC, shall have the power to promulgate ACC Rules/ACC Standards relating to the planning, construction, alteration, modification, removal or destruction of Improvements within the Property deemed necessary or desirable by the Grantor, or the ACC, as the case may be, to carry out the purposes of this Master Declaration. All ACC Rules/ACC Standards shall be consistent with the provisions of this Master Declaration.

SECTION 5.29. Special Provisions for Village Modular Lots. As used herein, "Village Modular Lots" shall mean any Lots which are platted within Harris Ranch Subdivision which are less than twenty feet (20') in width and are intended to be combined with an abutting Lot(s) for the construction of a single-family residential dwelling. The following special provisions and restrictions are applicable to Village Modular Lots within Harris Ranch Subdivision:

- (a) All building plans shall depict adjacent lot lines and the location of adjacent structures. A minimum of ten feet (10') of separation between structures shall be required.
- (b) Village Modular Lots may be combined for the development of single-family detached residential dwelling units which may be constructed across the interior lot lines.
- (c) When Village Modular Lots are combined and a single-family detached residential dwelling unit is constructed across the internal lot lines, the combined Village Modular Lots shall be considered one (1) legal lot and the Owner thereof shall have one (1) vote for the combined Village Modular Lots under Section 6.05, below, regardless of the number of Lots owned by the Owner. The required set-backs shall be measured from the external lot lines.
- (d) When Village Modular Lots are combined and developed with a single-family detached residential dwelling unit, such Village Modular Lots may be re-split for additional development. The only process to re-split the combined Village Modular Lots shall be through a Record of Survey processed and approved by the City of Boise. The Village Modular Lots to be re-split shall have sufficient width to meet the dimensional and set-back requirements of the R-1M zone or as approved by a Conditional Use Permit issued by the City of Boise.
- (e) When Village Modular Lots are subdivided with the intent of combining two (2) or more of such Lots into a larger Lot for the development of a single-family detached residential dwelling unit, utility and drainage easements shall be provided in the front, back and exterior side yards of the Village Modular Lots so combined, rather than along interior lot lines.

SECTION 5.30. Exemption of Grantor. Nothing herein contained shall limit the right of the Grantor to subdivide or re-subdivide any Lot or portion of the Property or to grant licenses, reservations, rights-of-way or easements with respect to the Common Area to utility companies, public agencies or others; or to complete excavation, grading and Development to or on any Lot or other portion of the Property owned or controlled by the Grantor, or to alter the foregoing and its Development plans and designs, or construct additional Improvements as the Grantor deems advisable in the course of Development of the Property. This Master Declaration shall not limit the right of the Grantor at any time prior to acquisition of title to a Lot by an Owner to establish on that Lot additional licenses, restrictions, reservations, rights-of-way and easements to itself, to utility companies and to others, as may from time to time be reasonably necessary. The Grantor need not seek or obtain ACC approval of any Improvements constructed or placed within the Property by the Grantor in connection with the Development of the Property, but this exemption shall not apply to a Building(s) constructed by the Grantor on a Lot owned by the Grantor. The Grantor shall be entitled to the non-exclusive use, without charge, of any Common Area within the Property in connection with the marketing of the Lots therein. In addition, the Grantor shall have the right, in connection with the marketing of the Lots, to install, place, display and exhibit such signs, banners and other similar items on the Common Areas on and the Lot(s) owned by the Grantor for such a period of time as is reasonably deemed by the Grantor to be necessary.

SECTION 5.31 ACHD License Agreement. Each Owner of a Lot within Harris Ranch Subdivision, by acceptance of legal or equitable fee title to a Lot, acknowledges that certain License Agreement between Ada County Highway District ("ACHD"), as Licensor, and Harris/Brighton, LLC (Grantor), as Licensee, which License Agreement is recorded in the official records of Ada County, Idaho (hereafter "License Agreement"). The License Agreement relates to and covers the Street Landscape Strip (as defined in Section 5.14(b), above), and, where the same exists, the Alley Landscape Strip (as defined in Section 5.14(b), above). By acceptance of legal or equitable fee title to a Lot, each Owner agrees to assume all of the obligations of the Grantor, as Licensee, under the License Agreement with respect to the Street Landscape Strip and, where the same exists, the Alley Landscape Strip, as the same is (are) adjacent to the Owner's Lot, including, without limitation, the obligation to pave the Alley Landscape Strip as so required by ACHD. If for any reason, an Owner should breach the terms of the License Agreement, either the Grantor or the Association shall have the obligation to perform all acts necessary to cure such breach and any and all costs and expenses paid

or incurred by the Grantor or the Association in connection therewith, together with the curing of such default shall be billed to the Owner breaching the License Agreement and such Owner shall pay the amount billed, which may include an administrative fee as determined by the Board, within ten (10) days after receipt such bill therefor. If the said breach is cured by the Association, and the Owner fails to timely pay the amount so billed to the Association, at the option of the Board, the amount so billed may be levied as a Limited Assessment against said Owner's Lot and shall be enforceable in the same manner as set forth in Article IX of this Master Declaration.

ARTICLE VI.

HARRIS RANCH OWNERS ASSOCIATION, INC.

SECTION 6.01. Organization of Association. Harris Ranch Owners Association, Inc. shall be organized by the Grantor as an Idaho non-profit corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, its By-Laws and this Master Declaration. Neither said Articles nor said By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration.

SECTION 6.02. Sub-Association(s). Until completion of the Development, the Grantor shall have the sole and absolute right to create one or more Sub-Associations for 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 Harris Ranch Subdivision.
- (b) Promulgate rules and regulations governing Common Area 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 collection the Regular, Special and Limited Assessments required to meet the estimated cash needs of the Sub-Association.

The Articles of Incorporation, By-Laws, rules, regulations and the Supplemental Declaration relating to a Sub-Association shall not be inconsistent with the terms and provisions of this Master Declaration and any inconsistency shall be governed by this Master Declaration. Unless earlier consented to in writing by the Grantor, after completion of Development of Harris Ranch Subdivision, Sub-Associations may be formed by any Owner or group of Owners with the approval of the Board and by satisfying all necessary legal requirements including, but not limited to, the preparation, execution and recording of a Supplemental Declaration.

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

SECTION 6.03. Relationship Between Association and Sub-Associations. It is the purpose and intent of the provisions of this Master Declaration that the Association shall be charged with and responsible for the management of all activities in Harris Ranch Subdivision including, in addition to all other duties and responsibilities set forth herein, the following:

- (a) The approval of all rules and regulations of each Sub-Association and providing of assistance to a Sub-Association in the enforcement thereof; and
- (b) The levy and collection of Assessments of each Sub-Association which have been certified by the Sub-Association Board to the Association.

Nothing herein contained shall restrict or prohibit a Sub-Association from owning, in its own name, Common Area or other property related thereto, the use of which shall be restricted to Members of that 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 and in furtherance of the Project Objectives and the terms and provisions of this Master Declaration to assure that the whole of Harris Ranch Subdivision is developed and approved as a quality residential community.

SECTION 6.04. Members. Each Owner (including the Grantor) of a Lot by virtue of being such an Owner and for so long as such ownership is maintained shall be a Member of the Association and no Owner shall have more than one membership in the Association, but shall have such voting rights as hereafter set forth. A membership in the Association shall not be assignable, except to the successor-in-interest of the Owner and a membership in the Association shall be appurtenant to and inseparable from the Lot owned by such Owner. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to said Lot. Any attempt to make a prohibited transfer of a membership shall be void and shall not be reflected on the books of the Association.

SECTION 6.05. Voting. The Association (and each Sub-Association) shall have two (2) classes of voting membership:

CLASS A. Class A Members shall be all Owners of Lots within the Property, with the exception of the Grantor, and shall be entitled to one (1) vote for each Lot owned provided, that if two (2) or more Village Modular Lots are combined for the construction of a single-family residential dwelling, the Owner thereof shall have one (1) vote for the combined Village Modular Lots regardless of the actual number of Village Modular Lots owned by such Owner.

CLASS B. Class B Members shall be the Grantor, and its successor(s) in title to a Lot(s), which Lot(s) is held by such successor in an unimproved condition (i.e., without a residential dwelling thereon) for resale to a builder or other person for the purpose of constructing thereon a residential dwelling, and to which successor the Grantor has specifically granted such Class B voting rights in writing; provided, that if such voting rights are not so granted, such successor shall be entitled to the voting rights of a Class A Member with respect to each Lot owned. Upon the first sale of a Lot to an Owner, the Grantor shall thereupon be entitled to five (5) votes for each Lot owned by the Grantor. The Class B membership shall cease and be converted to Class A membership when (i) the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or (ii) January 1, 2010, whichever shall first occur.

As used in this Master Declaration, the cumulative total of Class A votes and the Class B votes shall mean the total of all votes to which the Class A Members and the Class B Members are entitled, as provided above.

SECTION 6.06. Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in accordance with the Articles and By-Laws, as the same may be amended from time to time.

SECTION 6.07. Powers of Association. The Association shall have all powers of a non-profit corporation organized under the laws of the State of Idaho subject only to such limitations as are expressly set forth in the Articles, the By-Laws or this Master Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under the Articles, By-Laws or this Master Declaration, and to do and perform any and all acts which may be necessary or proper for, or incident to, the proper management and operation of the Common Area and the performance of the duties of the Association and other responsibilities set forth in this Master Declaration, including, but not limited to, the following:

- (a) **Assessments.** The power to determine the amount of and to levy Regular, Special and Limited Assessments on the Owners and/or Lots and to enforce payment thereof in accordance with the provisions of this Master Declaration.
- (b) **Right of Enforcement.** The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner(s) who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Articles, By-Laws, Master Declaration or ACC Rules/ACC Standards, and to enforce by mandatory injunction or otherwise, all provisions thereof.
- (c) **Delegation of Powers.** The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to pay to such manager such compensation as shall be reasonable.
- (d) **Liability of Board Members and Officers.** Neither any member of the Board nor any officers of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Board, its officer, a manager or any other representative or employee of the Association, or the ACC, provided that said Board Member, officer, manager or other person has, upon the basis of such information as was available, acted in good faith without willful or intentional misconduct.
- (e) **Association Rules.** The power to adopt, amend, and repeal such rules and regulations as the Association deems reasonable. Such rules shall govern the use by Owners and Occupants or any other person of Common Area and other property owned or controlled by the Association; provided, however, Association rules shall not discriminate among Owners and shall not be inconsistent with the Articles, By-Laws or this Master Declaration. A copy of Association rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner and Occupant. Upon such mailings said Association rules shall have the same force and effect as if they were set forth in and were part of this Master Declaration. In the event of any conflict between an Association rule or any provision of the Articles, By-Laws or this Master Declaration, the conflicting provisions of the Association rules shall be deemed superseded to the extent of any such inconsistency.
- (f) **Emergency Powers.** The Association, or any person authorized by the Association, may enter onto any Lot or into any Building or other structure on a Lot in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Occupants as practicable and any damage caused thereby shall be repaired by the Association unless said entry was necessitated by a condition caused by the Owner or Occupant.

- (g) **Licenses, Easements and Rights-of-Way.** The power to grant and convey to any third party such licenses, easements, rights-of-way or fee title in, on, through, under or of the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment thereof and for the preservation of health, safety, convenience and welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:
- (i) Underground lines, cables, wires, conduits and other devices for the transmission of any utility or other service.
 - (ii) Public sewers, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes.
 - (iii) Any similar public or quasi-public improvements or facilities.
- (h) **Fiscal Year.** The Board shall have the right to elect a fiscal year for the Association instead of a calendar year for budget, Assessment and accounting purposes.

SECTION 6.08. Duties of Association. In addition to the powers delegated to it by the Articles, By-Laws and this Master Declaration, without limiting the generality thereof, the Association or its authorized agents, if any, shall have the obligation to conduct all business affairs of common interest to all Owners and to perform each of the following duties:

- (a) **Operation and Maintenance of Common Area.** Perform, or provide for the performance of, the operation, maintenance and management of the Common Area and landscape easement areas, if any, owned or controlled by the Association, including the repair and replacement of property or improvements thereon damaged or destroyed by casualty loss, the maintenance, repair and replacement of any facilities, if any, installed by the Grantor and/or an irrigation district for the delivery of irrigation water to the Lots, and the maintenance, management, repair or replacement all other property owned or controlled by the Association.
- (b) **Operation and Maintenance Requirements for Storm Water Retention Facilities.** Perform, or provide for the performance of, the operation and maintenance of storm water retention facilities in accordance with the requirements of the Operation and Maintenance Manual for Light Maintenance of the Storm Water Retention Facilities for Harris Ranch Subdivisions dated August 23, 1999, filed by the Grantor with Ada County Highway District, as the same now exists or may hereafter be amended or supplemented.
- (c) **Taxes and Assessments.** Pay all real and personal property taxes and assessments levied against the Common Area owned or controlled by the Association or against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring payment is posted prior to the sale or the disposition of any property to satisfy the payment of such taxes. In addition, the Association shall pay all other taxes, federal, state or local, including income or corporate taxes, levied against the Association in the event that the Association is denied the status of a tax exempt corporation.
- (d) **Utilities.** Acquire, provide and/or pay for water, sewer, refuse collection, electrical, telephone, gas and other necessary services for the Common Area owned or controlled by the Association.
- (e) **Insurance.** Obtain, from reputable insurance companies authorized to do business in the State of Idaho and maintain in effect the following policies of insurance:
 - (i) Fire insurance, including those risks embraced by coverage of the type now known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreement amount basis for the full insurable replacement value of all improvements, equipment, fixtures and other property located within the Common Area owned or controlled by the Association, including such equipment, fixtures and other property not located in the Common Area, if the same are used or necessary for the use of the Common Area or easement areas under the control of the Association.
 - (ii) Comprehensive public liability insurance insuring the Association, the Board, officers, the Grantor and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and/or use of the Common Area owned by the Association or easement areas under the control of the Association. The limits of liability of such coverage shall be as determined by the Board of Directors.
 - (iii) If elected by the Board, full coverage directors and officers liability insurance in an amount determined by the Board.

- (iv) Such other insurance, including workmen's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association's functions or to insure the Association against any loss from malfeasance or dishonesty of any person charged with the management or possession of any Association funds or other property.
- (v) The Association shall be deemed a trustee of the interests of all Owners in any insurance proceeds paid to it under such policies, and shall have full power to receive their interests in such proceeds and to deal therewith.
- (vi) Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.
- (vii) Notwithstanding any other provision herein to the contrary, the Association shall continuously maintain in effect such casualty, liability and other insurance and a fidelity bond meeting the insurance and fidelity bond requirements for PUD projects established by Federal National Mortgage Association ("FNMA"), the Government National Mortgage Association ("GNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC"), so long as any of which is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA, GNMA or FHLMC, as applicable.
- (f) **Administration Fees - Costs.** Pay to the Grantor, so long as the Grantor manages the Association, all actual out-of-pocket costs paid or incurred by the Grantor in the management and administration of the affairs of the Association plus an administrative fee equal to ten percent (10.0%) of the total income received by the Association, which administrative fee shall be compensation to the Grantor for the services provided to the Association.
- (g) **Identification Signs.** Maintain, repair and replace all permanent entry and special identification signs for the Property, whether the same be located within or without the boundaries of the Property.
- (h) **Squaw Creek Flood Channel.** Maintain, repair or replace the banks and sedimentation basins and other equipment and facilities constructed or installed by the Grantor or the Association in or concerning the Squaw Creek Flood Channel, as the same are within or adjacent to Harris Ranch Subdivision, such maintenance, repair and replacement to be in accordance with minimum FEMA requirements.
- (i) **Rule Making.** Make, establish, promulgate, amend and repeal Association rules.
- (j) **Architectural Control Committee.** Appoint and remove members of the Architectural Control Committee, all subject to the provisions of this Master Declaration.
- (k) **Enforcement of Restrictions and Rules.** Perform such other acts, whether or not expressly authorized by this Master Declaration, as may be reasonably necessary to enforce any of the provisions of this Master Declaration and the Association rules.

SECTION 6.09. Budgets and Financial Statements. Financial statements for the Association shall be regularly prepared and copies distributed to each Member as follows:

- (a) A pro forma operating statement (budget) for each fiscal year shall be distributed not less than thirty (30) days after the beginning of each fiscal year.
- (b) Within ninety (90) days after the close of each fiscal year, the Association, or its agent, shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and an annual operating statement reflecting the income and expenditures of the Association for that fiscal year.

ARTICLE VII.

ASSOCIATION PROPERTIES

SECTION 7.01. Use. Each Owner of a Lot, his family, licensees, invitees, lessees and contract purchasers who reside on the Lot, shall be entitled to use the Association properties and the properties of any Sub-Association of which the Owner is a Member, subject to the following:

- (a) **Articles, Etc.** The provisions of the Articles and By-Laws of the Association and any Sub-Association applicable to the Lot, this Master Declaration and applicable Supplemental Declaration and the rules,

regulations and standards promulgated thereunder. Each Owner, in using the Association or Sub-Association properties, shall comply with the same.

- (b) **Suspension of Rights.** The right of the Association or Sub-Association to suspend the rights to use properties owned by it (except roads and other means of access by an Owner) for any period during which any Assessment against that Owner's Lot remains unpaid; and for any infraction or published rules and regulations of the Association or Sub-Association.
- (c) **Dedications.** The right of the Association or Sub-Association to dedicate or transfer all or any part of properties owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Board, so long as said transfer does not diminish the security of the Mortgagees on any Lot or Common Area in Harris Ranch Subdivision.
- (d) **Conveyance of Common Area.** Except as provided in subsection (c), above, no portion of the Common Area shall be conveyed by the Association unless the Board of Directors of the Association determines that such conveyance is in the best interests of Harris Ranch Subdivision, which determination shall be made following a regular or special meeting of the Members of the Association at which meeting the proposed conveyance is presented by the Board of Directors and the Members have the opportunity to present testimony in support of or against such proposed conveyance.
- (e) **Mortgage of Common Area.** No portion of the Common Area shall be mortgaged by the Association without the prior approval of at least two-thirds (2/3rds) of the Class A Members, which approval may be obtained in writing or by a vote of the Class A Members at a meeting called for such purpose and, with respect to such meeting, the provisions concerning notice and quorum in Section 8.11, below, shall apply.

SECTION 7.02. Damages. An Owner shall be liable for any damages to the Common Area which may be sustained by reason of the negligence, reckless or intentional misconduct of said Owner or of his family, licensees, invitees, lessees or contract purchasers, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be as a Limited Assessment against that Owner's Lot and may be collected as provided in Article IX, below.

SECTION 7.03. Damage and Destruction. In the case of damage by fire or other casualty to property owned by the Association or any Sub-Association, insurance proceeds to compensate for damage and destruction shall be paid to the Association or the Sub-Association, as the case may be, and the recipient thereof shall thereafter determine what repair or reconstruction shall be undertaken.

SECTION 7.04. Condemnation. If at any time any part of a Common Area or other property owned by the Association or any Sub-Association be taken or condemned by any public entity or sold or otherwise disposed of in lieu thereof, all compensation, damages or other proceeds shall be paid to the Association or the Sub-Association, whichever entity owns said property. The recipient of said payment shall then use all or a portion of the funds to pay obligations secured by any lien on the property taken and thereafter may determine to use the funds to (i) improve other properties of the Association or Sub-Association; (ii) acquire and/or improve additional properties for the Association or Sub-Association; or (iii) use such proceeds to reduce future assessments.

ARTICLE VIII.

ASSESSMENTS

SECTION 8.01. Covenant to Pay Assessments. Each Owner hereby, and by acceptance of a deed to a Lot, covenants and agrees to pay when due all Regular, Special and Limited Assessments or charges made by the Association or a Sub-Association of which the Owner is a Member.

All such Assessments, together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made, and shall be also the personal obligation of the Owner of such Lot at the time when the Assessment become due and payable. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for any Assessment by non-use of the Common Area or by abandonment of his Lot.

SECTION 8.02. Regular Assessments. Regular Assessments shall be made by the Association in such amounts and at times and intervals deemed appropriate by the Board. The Regular Assessments shall be based upon advance estimates of cash requirements as determined by the Board for the maintenance and operation of the Common Area and all easement areas, if any, owned or 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, legal and accounting fees, and any deficit remaining from previous periods and the creation of a reserve, surplus and/or sinking fund(s).

The initial annual Regular Assessment shall be the amount of \$500.00 per Lot, until changed by the Board.

SECTION 8.03. Special Assessments. In addition to Regular Assessments, 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) To defray, in whole or in part, the cost of any construction or reconstruction of Improvements on a Common Area, unexpected repair or replacement of a 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), or for any other expenses incurred or to be incurred as provided in this Master Declaration.
- (b) To cure a deficit in the common and ordinary expenses of the Association for which Regular Assessments for a given calendar or fiscal year are or will be inadequate to pay, as determined by the Board.

At the closing of the sale of each Lot by the Grantor, a special assessment of \$250.00 shall be collected from the purchaser of the Lot as payment to the Association for the set-up costs and the maintenance of the Common Area and landscape easements to be maintained by the Association. Upon the transfer of ownership of a Lot by an Owner to a third party, a transfer fee in an amount determined by the Board of Directors shall be payable by the Owner to the Association, provided, that no transfer fee shall be payable if the Lot was purchased by a builder from the Grantor and within one (1) year thereafter sold and transferred to a third Party.

SECTION 8.04. Limited Assessments. In addition to Regular and Special Assessments, Owners shall pay Limited Assessments as follows:

- (a) **Maintenance and Repair.** The Association shall have the power to incur expenses for maintenance and repair of any Lot or any Improvements on a Lot, including the Street Landscape Strip (as defined in Section 5.14(b), above), or, where the same exists, the Alley Landscape Strip (as defined in Section 5.14(b), above), 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 within a reasonable time after written notice of the necessity thereof has been delivered by the Board to said Owner. The Board shall levy a Limited Assessment against the Owner of the Lot owned by said Owner to pay for the cost of such maintenance and repair, and any other cost or expense, including attorneys' fees, arising out of or incident to such maintenance and repair and the Assessment therefor.
- (b) **Correction of Violations.** In addition to maintenance and repair, the Board, upon certification from the ACC of the failure or refusal of an Owner to correct a violation of this Master Declaration or the ACC Rules/ACC Standards, shall have the power to correct any such violation on a Lot or any Improvement on a Lot, and incur costs necessary in connection therewith. The cost of such corrective action, together with interest, related expenses and attorneys' fees shall be assessed and collected as set forth in Article VIII and Article IX of this Master Declaration.
- (c) **Limited Purpose.** The Association shall have the power to levy a Limited Assessment against Owners and Lots for any limited special purpose which the Board believes necessary with respect to certain Lots but not an appropriate expense for payment by the Association. Such Limited Assessment shall not be made until the Owners of said Lots subject thereto have been given an opportunity, after notice, to participate in a hearing with respect to said Limited Assessment.

SECTION 8.05. Sub-Association Assessments. Any Sub-Association of Harris Ranch Subdivision is hereby empowered to assess and certify for levy and collection by the Association, Regular, Special and Limited Assessments on the Lots and Owners thereof who are Members of the Sub-Association. The certification for levy by a Sub-Association and the collection thereof by the Association shall be as follows:

- (a) The Sub-Association Board shall, following its By-Laws, rules and regulations, meet and approve a Regular, Special or Limited Assessment.
- (b) A written certification signed by the President and Secretary of the Sub-Association that a Regular, Special or Limited Assessment has been approved by the Sub-Association Board shall be submitted to the Board. The certification shall contain the following: (i) a description of the type of Assessment to be levied and collected; (ii) the name and address of the Owner and the legal description of each Lot to be assessed; (iii) the amount to be levied and collected from each Owner; and (iv) the term of said levy and the due dates for the payment thereof by the Owners affected. The due dates may be adjusted by the Board to conform the same to the due dates of the Assessments of the Association for the purpose of achieving efficiency and economy in preparing and mailing statements and notices and collection.

- (c) Upon compliance with the foregoing, the Board shall levy the Assessment so certified in accordance with the terms of the certification in the same manner as levies for Assessments of the Association. Any levy made by the Association on behalf of a Sub-Association pursuant to a proper certification shall have the same force and effect as a levy made by the Association.
- (d) The Association, upon receipt of funds paid pursuant to a levy certified by a Sub-Association, shall deposit such funds as received in the separate account of the Sub-Association, as designated by the Sub-Association.

SECTION 8.06. Commencement of Regular Assessments. Regular Assessments of the Association against each Lot shall commence the date of the closing of the first sale of a Lot to an Owner. Provided, however, that any Lot owned by the Grantor shall be assessed a Regular Assessment not exceeding ten percent (10%) of the amount assessed against Lots owned by other Owners. If the Grantor pays all or any portion of the expenses of the Association in excess of the amount assessed to Lots owned by the Grantor, such excess amounts so paid shall constitute either (i) a prepayment of Assessments (Regular and Special) to become due and payable on the Lots owned by the Grantor within the Property, or (ii) a loan by the Grantor to the Association, which loan, without interest, shall be repaid by the Association to the Grantor from the funds of the Association which are available to make such repayment. Nothing herein contained shall obligate the Grantor to pay any Assessment with respect to a Lot within a separately platted phase or subdivision within the Property in which the Grantor owns all of the Lots.

SECTION 8.07. Uniform Rate of Assessment. Except as expressly provided to the contrary in this Master Declaration, Regular and Special Assessments of the Association shall be fixed at a uniform rate for all Lots.

SECTION 8.08. Assessment Due Date. The due dates for Regular, Special and Limited Assessments shall be the first day of the first month of each calendar quarter, unless some other due date is established by the Board. Each installment of an Assessment shall be delinquent if not paid within fifteen (15) days after the due date thereof. Nothing herein contained shall prohibit the Board from requiring that Special or Limited Assessments be paid in a lump sum instead of installments.

SECTION 8.09. Interest and Penalties. Any Regular, Special or Limited Assessment levied by the Association on Lots, if not paid when due, shall bear interest at an annual rate as shall be set by the Board from time to time, or if none is so set, at an annual rate of twelve percent (12%). Such interest shall commence on the date the Assessment becomes due and payable. In addition to the interest charge the Board may, in accordance with rules and regulations promulgated by it, impose additional fines or charges for the failure of an Owner to timely pay any Assessment when due. The right of the Board to charge interest or impose additional fines or charges shall be in addition to, and not in lieu of, any other right of enforcement or sanction available to the Board in the event of non-payment of an Assessment.

SECTION 8.10. Estoppel Certificate. The Association, upon not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular Owner is in default under the provisions of this Master Declaration and further stating the dates to which Assessments have been paid by said Owner, it being intended that any such certificate delivered pursuant to this Section may be relied upon by any prospective purchaser or Mortgagee of said Lot, but reliance on such certificate may not extend to any default as to which the signer shall have had no actual knowledge. The Association shall have the right to charge a reasonable fee for the certification herein provided.

SECTION 8.11. Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Articles or the By-Laws of the Association, written notice of any meeting called for the purpose of levying a Special Assessment described in Section 8.03, above, or a Limited Assessment described in Section 8.04, above, shall be sent to each Owner whose Lot is subject to the levy of such Special or Limited Assessment not less than ten (10) nor more than fifty (50) days in advance of the meeting. The presence of Owners or of proxies entitled to cast sixty percent (60%) of the total votes of each class of Members of the Association subject to the levy of such Special or Limited Assessment shall constitute a quorum. If the required quorum is not present, the meeting may be rescheduled by the Board for a date not later than sixty (60) days after the date of initial meeting and at the rescheduled meeting the presence of Owners or of proxies entitled to cast ten percent (10%) of the total votes of each class of Members shall constitute a quorum. No written notice of the rescheduled meeting shall be required. Notwithstanding the foregoing, in a case involving the levying of a Limited Assessment on a Lot, as provided in Section 8.04, above, there shall be no requirement of a quorum at a meeting rescheduled because of a lack of the required quorum at the initial meeting, and the Board may approve and levy such Limited Assessment even though the Owner of the Lot subject thereto is not present in person or by proxy.

ARTICLE IX.

ENFORCEMENT OF ASSESSMENTS

SECTION 9.01. Right to Enforce. The right to collect and enforce payment of the Assessments made by the Association (including the Assessments made and certified by a Sub-Association) is vested in the Association. Each Owner of a Lot hereby agrees to the enforcement of the payment of all Assessments in the manner herein provided. In the event an attorney is employed for the collection of an Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of any of the terms and conditions of this Master Declaration, the Owner against whom such enforcement is sought shall pay reasonable attorneys' fees in connection therewith.

SECTION 9.02. Creation of Assessment Liens. There is hereby created a continuing claim of lien with power of sale on each and every Lot to secure payment of any and all Assessments levied against any and all Lots within the Property pursuant to this Master Declaration, together with interest thereon and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Said lien shall be prior and superior to all other liens or claims created subsequent to the recordation of this Master Declaration except only for: (i) valid tax and special assessment liens on Lots in favor of any governmental unit assessing authority; (ii) a lien for all sums unpaid and secured by a first Mortgage or first Deed of Trust, duly recorded in Ada County, Idaho, including all unpaid obligatory advances to be made pursuant thereto; and (iii) labor or materialman's liens, if the same are prior and superior by reason of applicable law. All other lien holders acquiring liens on any Lot after recordation of this Master Declaration shall be deemed to consent that such liens shall be inferior liens to the lien for Assessments levied by the Association, whether or not such consent be specifically set forth in the instruments creating such other liens.

SECTION 9.03. Notice of Assessment. If an Owner fails to pay an Assessment within thirty (30) days of its due date, the Association shall prepare a written Notice of Assessment setting forth the type of Assessment, the amount of the Assessment, the due date thereof, including the amount and due date of installments (if the same are permitted), the amount remaining unpaid at the time of filing, the name of the record Owner of the Lot and a legal description of the Lot. Such Notice shall be signed by the President and Secretary of the Association, acknowledged by a Notary Public and recorded in the office of the Ada County Recorder. At such time as a delinquent Assessment which is described in the Notice is paid, the Association shall prepare and record a Notice of Satisfaction with respect thereto.

SECTION 9.04. Enforcement. Upon the failure of an Owner to pay an Assessment in accordance with its terms, the lien for Assessment herein created may be enforced by sale by the Association, such sale to be conducted in the manner provided by law in Idaho for the exercise of the power of sale in Deeds of Trust or in any other manner permitted by law elected by the Board. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire and thereafter hold, convey, lease, rent, encumber, use and otherwise deal with and in said Lot as the Owner thereof.

SECTION 9.05. Notice Required. Notwithstanding anything to the contrary contained in this Master Declaration, no action may be brought to foreclose the lien for any Assessment, whether by power of sale or otherwise, until the expiration of thirty (30) days after written Notice of Default has been deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed to the Owner of the Lot described in such Notice at the last known address of the Owner as shown on the books and records of the Association. Said Notice shall specify the amount and due date of the unpaid Assessment(s) and the legal description of the Lot.

SECTION 9.06. Reporting. The Association shall provide a Mortgagee with a copy of a Notice of Default served on an Owner under Section 9.05, above. The duty to give such Notice shall arise only after said Mortgagee furnishes to the Association written notice of a Mortgage (or Deed of Trust) which shall contain the following:

- (a) The name and address of said Mortgagee;
- (b) A legal description of the Lot subject to the lien of the Mortgage by Lot, Block and Subdivision;
- (c) The name and address of the Owner;
- (d) The date the lien of the Mortgage was filed of record in Ada County, Idaho, and the instrument number thereof;
- (e) The maturity date of the obligation secured by said Mortgage lien;
- (f) A copy of a title insurance report evidencing that the Mortgagee is the holder of a first Mortgage or the beneficiary of a first Deed of Trust;
- (g) The signature of the Mortgagee or authorized agent.

In the event the Association shall be required to notify a Mortgagee as herein provided, the Association shall assess the Owner who is delinquent the sum of \$50.00 as a reasonable charge for such notification and such charge shall be a cost of collection secured by the Assessment lien described in Section 9.02, above. The charge for such notification shall be subject to change by the Board.

SECTION 9.07. Term of Assessment. Unless sooner satisfied and released or the enforcement thereof initiated as provided in this Article, the lien for any Assessment levied under this Master Declaration or any applicable Supplemental Declaration shall expire and be of no further force or effect after a period of five (5) years from the later of (i) the date of said Assessment, or (ii) the date the last installment thereof is due and payable. Provided that the expiration of the lien as provided herein shall not release an Owner from the personal obligation to pay any Assessment.

SECTION 9.08. Non-Exclusive Remedy. The remedies set forth in this Article or elsewhere in this Master Declaration shall not be deemed to be an exclusive remedy and the Association may pursue all other remedies available at law or in equity.

ARTICLE X.

SUB-ASSOCIATIONS

SECTION 10.01. Creation. The Grantor shall have the right to create Sub-Associations as Idaho non-profit corporations. Each such Sub-Association shall have all power, rights, obligations, responsibilities and duties and be subject to all of the same limitations and restrictions as are specified in this Master Declaration with respect to the Association, except for such differences, requirements or limitations as are expressly set out in this Master Declaration and/or the applicable Supplemental Declaration and such changes as the Grantor may deem appropriate as a result of the different and specific Common Areas being owned, maintained and managed by such Sub-Associations, which changes shall be set forth in a Supplemental Declaration.

SECTION 10.02. Voting. Each Sub-Association shall have the two (2) classes of voting membership and the voting rights shall be as specified for the Association in Section 6.05, above.

SECTION 10.03. Powers and Duties. Each Sub-Association shall be managed by a Board of Directors and officers in the same manner as specified in Section 6.06, above, for the Association and shall have the same powers and duties with respect to its Members and the Common Areas owned, managed or maintained by it, including any easement areas controlled by it, said powers and duties to include the levying of Assessments and certification thereof to the Association for collection, 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 Article VI, above.

SECTION 10.04. Members. The Members of each Sub-Association shall be the Owners of Lots in the portion or phase of Harris Ranch Subdivision described in the Supplemental Declaration relating thereto. Memberships may only be transferred in the same manner as specified in Section 6.04, above.

ARTICLE XI.

ARCHITECTURAL CONTROL COMMITTEE

SECTION 11.01. Members of the Committee. The Architectural Control Committee shall be comprised of at least three (3) persons, all of whom shall be appointed as herein provided. A member of the ACC shall hold office until he has resigned or has been removed, but in any event, until said Member's successor has been appointed. Members of the ACC may be removed at any time, with or without cause.

SECTION 11.02. Appointment. So long as the Grantor owns any Lot or parcel within or adjacent to the Property, the Grantor shall have the sole right to appoint and remove all members of the ACC. Thereafter, all members of the ACC shall be appointed or removed by the Board.

The ACC shall have the right by a resolution in writing unanimously adopted, to designate one (1) of its members to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of any two (2) members of the ACC shall constitute an act of the ACC.

SECTION 11.03. Compensation. The members of the ACC shall not receive any compensation for services rendered, but shall be reimbursed for actual expenses incurred by them in the performance of their duties hereunder. Nothing herein shall prohibit or restrict the ACC from contracting with a member of the ACC who is professionally qualified as an architect, engineer or designer for the review of the plans and specifications described in Section 11.07, below.

SECTION 11.04. Non-Liability. Neither the ACC, or any member thereof, or the Grantor or any partner, officer, employee, agent, successor or assign thereof, shall be liable to the Association, any Owner or any other person for any loss, damage or injury arising out of or connected with the performance by the ACC of its duties and responsibilities by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve an application. Every person who submits an application to the ACC for approval of plans and specifications agrees, by submission of such an application, and every Owner or Occupant of any Lot agrees, by acquiring title thereto or an interest therein, not to bring any action or suit against the Association, the ACC, or any member thereof, or the Grantor or any officer, partner, employee, agent, successor or assign thereof to recover such damages.

SECTION 11.05. Approval Required. No construction, alteration, modification, removal or destruction of any improvements of any nature whatsoever, whether real or personal in nature, shall be initiated or be permitted to continue or exist within the Property without the prior express written approval of the ACC.

SECTION 11.06. Variances. The ACC may authorize variances from compliance with the requirements of any conditions and restrictions contained in this Master Declaration, the ACC Rules/ACC Standards, or any prior approval when, in the sole discretion of the ACC, circumstances such as topography, natural obstructions, aesthetics or environmental considerations or hardship may so require. Such variances must be evidenced in a writing signed by at least two (2) members of the ACC.

If a variance is granted as provided herein, no violation of this Master Declaration, ACC Rules/ACC Standards or prior approval shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Master Declaration or the ACC Rules/ACC Standards for any purpose except as to the particular subject matter of the variance thereof and the specific Lot covered thereby.

The ACC shall have the right to consider and grant a variance as herein provided either with or without notice to other Owners or a hearing of Owners thereon.

The granting of a variance by the ACC pursuant to this Section shall not relieve the Owner from the obligation to fully comply with the ordinances of the City of Boise applicable to the Property.

SECTION 11.07. Application. To request ACC approval for the construction, alteration, modification, removal or demolition of any Improvements within the Property, the Owner shall submit a written application in a form required by the ACC which must be signed by the Owner and contain all information requested and be accompanied by all other material to be submitted as hereafter provided.

All applications must contain, or have submitted therewith, the following material (collectively called "plans and specifications") prepared in accordance with acceptable architectural standards and submitted with the application form, if any, approved by the ACC:

- (a) **Site Plan.** A site plan showing the location of the Building(s) and all other structures and Improvements including fences and walls on the Lot, Lot drainage and all set backs, curb cuts, driveways, parking areas and other pertinent information relating to the Improvements.
- (b) **Building Plan.** A building plan which shall consist of preliminary or final blueprints, elevation drawings of the north, south, east and west sides, and detailed exterior specifications which shall indicate, by sample if required by the ACC, all exterior colors, materials and finishes, including roof, to be used.
- (c) **Landscape Plan.** A landscape plan for portions of the Lot to be landscaped, including the Street Landscape Strip (as defined in Section 5.14(b), above) and, where applicable, the Alley Landscape Strip (as defined in Section 5.14(b), above), which shall show the location, type and size of trees, plants, ground cover, shrubs, berming and mounding, grading, drainage, sprinkler system, fences, freestanding exterior lights, driveways, parking areas and walkways.

The ACC may, in its discretion, require the Owner to furnish additional specifications, drawings, material samples or such other information as the ACC, in its sole discretion reasonably exercised, shall deem necessary or convenient for the purpose of assisting the ACC in reviewing and processing the application.

SECTION 11.08. Completion Security Deposit. At the time of the submission of the application under Section 11.07, above, the Owner shall deposit with the ACC, as a completion security deposit (hereafter "Completion Deposit"), the amount of \$1,000.00, or such other amount as shall be determined by the ACC. The Completion Deposit shall be held by the ACC as security for the timely completion by the Owner of the improvements on the Lot as approved by the ACC, including, but not limited to the landscaping as provided in Section 5.25, above, and upon such timely completion shall be returned to the Owner without interest. If the Owner fails to timely complete such improvements, the ACC shall have the right to deduct from such Completion Deposit the amount of any penalties, off-sets and costs as set forth in this Master Declaration or the ACC Rules/ACC Standards, including any costs which may be paid or incurred by the Association or a third party to complete such improvements.

SECTION 11.09. Decision. In reviewing the application and the materials submitted therewith and in reaching a decision thereon, the ACC shall use its best efforts and judgment to assure that all Improvements shall produce and contribute to an orderly and aesthetically complementary design and appearance and be of the quality required to maintain the Property as a quality residential development.

Unless extended by mutual consent of the Owner and the ACC, the ACC shall render its decision with respect to an application within forty-five (45) days after the receipt of a properly submitted application. The decision of the ACC can be in the form of an approval, a conditional approval or denial. The decision of the ACC shall be in writing, signed by a member of the ACC, dated, and a copy thereof mailed to the Owner at the address shown on the application.

A conditional approval shall set forth with particularity the conditions upon which the application is approved and the Owner shall be required to affix a copy of said conditions to the working drawings or blueprints which are to be kept on the job site during the entire course of the work to which said plans relate.

A denial of an application shall state with particularity the reasons for such denial.

SECTION 11.10. Inspection and Complaints. The ACC is empowered to inspect all work in progress on any Lot at any time. Such inspection shall be for the purpose of determining whether the Owner is proceeding in accordance with the approved application or is deviating therefrom or is violating this Master Declaration or the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC is empowered to receive from other Owners ("Complainant") complaints in writing involving deviations from approved applications or violations of this Master Declaration or any applicable ACC Rules/ACC Standards. In the event the ACC receives such a complaint from a Complainant, it shall first determine the validity of such complaint by inspection or otherwise.

Should the ACC determine that there has been a deviation or a violation, it shall promptly issue a notice in writing thereof to the Owner and to the Complainant, which notice shall specify the particulars of the deviation or violation and shall demand that the Owner conform to either or both of the following directives:

- (a) The Owner shall immediately cease the activity which constitutes a deviation or violation.
- (b) The Owner shall adhere to the corrective measures set forth in the written notice.

Should the ACC determine there has been no deviation or violation, it shall promptly issue a notice of such determination to the Owner and the Complainant.

SECTION 11.11. Hearing. An Owner submitting an application under Section 11.07, above, or served with a written notice of deviation or violation, or a Complainant shall have the right to request and be heard at a hearing held by the ACC for the purpose of presenting facts and information to the ACC. Such hearing must be requested by such party within ten (10) days from the date the written notice of the decision of the ACC is mailed to the Owner (and Complainant) as evidenced by the records of the ACC. The hearing shall be held within ten (10) days following receipt by the ACC of the request for a hearing, unless the ACC shall extend said period of time because of the unavailability of ACC members. A hearing may be continued by the ACC for the purpose of further investigation or to receive additional evidence. Upon completion of the hearing, the ACC shall issue a written opinion to the involved parties within ten (10) business days thereafter which opinion shall set forth the findings of the ACC with respect to the matters at issue and shall affirm, modify or rescind its previous decision as contained in the original written notice. If the ACC incurs any costs or expenses in connection with the investigation, processing or hearing on a matter involving a deviation or violation, including the costs of retaining a consultant(s) to advise the ACC and legal fees, such costs shall be paid by the Complainant unless an Owner is found to be in violation, in which event such Owner shall pay all such costs. The payment of such costs shall be enforceable as provided in Section 11.13, below.

SECTION 11.12. Appeal. Either an Owner or a Complainant shall have the right to appeal to the Board a decision of the ACC on an application with respect to the conditions imposed thereon or a denial thereof, or a decision of the ACC adverse to the Owner or the Complainant reached following a hearing held pursuant to Section 11.11, above, provided, however, that neither an Owner nor a Complainant shall be entitled to such an appeal with respect to deviations or violations unless said Owner or Complainant has participated in the ACC hearing.

A notice of appeal shall be in writing and shall be delivered by mail to the Secretary of the Board within ten (10) days from the date of the decision by the ACC. Said notice of appeal shall be dated and shall contain the name of the Owner and the Complainant, if any, and a copy of the written decision or determination of the ACC. The failure of an Owner or Complainant to appeal a decision of the ACC in the manner and within the time herein provided shall terminate all rights of said Owner or Complainant to appeal said decision and it shall be binding and enforceable.

The Board shall fix a date for the hearing of such an appeal which date shall be no later than ten (10) days from the date of receipt of a notice of appeal unless extended by the Board because of the unavailability of Board members. The Owner and Complainant, if any, shall be advised of the time and place of the hearing by a mailed written notice. Written notice of time and place for hearing shall also be served by mail upon each member of the ACC.

The Board may require the Owner or Complainant to provide additional information to facilitate the Board's decision and the failure of such party to comply promptly with such a request shall entitle the Board to deny the appeal, in which event the decision by the ACC shall be considered final and not subject to further appeal.

At the hearing the Owner, Complainant, if any, and the ACC, together with their representatives and other witnesses, shall present their position to the Board. The order of presentation and the evidence to be admitted shall be solely within the discretion of the Board provided, however, that the Owner, the Complainant, if any, and the ACC shall have the opportunity to question and cross-examine witnesses presented by the other. The Owner, the Complainant, if any, and the ACC will have the opportunity to present final argument consistent with rules adopted by the Board for such hearing process. Any party may be represented by an attorney at any hearing by the ACC or the Board.

Upon receiving all of the evidence, oral and documentary, and following the conclusion of the hearing, the Board shall retire to deliberate and shall reconvene at a time and place determined by the Board, at which time the Board shall cast its official ballot and the decision shall be duly recorded in the minutes of the meeting. The Owner, the Complainant, if any, and the ACC members shall be given written notice of the decision which shall be deemed given when deposited in the United States mail, postage prepaid and properly addressed.

If the Board incurs any costs or expenses in connection with the investigation, processing or hearing on an appeal, including the costs of retaining a consultant(s) to advise the Board and legal fees, such costs shall be paid by the party(s) filing the appeal unless the decision by the Board constitutes a substantial reversal of the decision of the ACC, in which event such costs shall be paid by the Association. If the party filing the appeal is obligated to pay such costs, payment of the same shall be enforceable as provided in Section 11.13, below.

A decision of the Board of an appeal shall be final and shall not be subject to reconsideration or further appeal.

SECTION 11.13. Enforcement. The ACC, upon approval by the Board, shall be authorized on behalf and in the name of the Association to commence such legal or equitable proceedings as are determined by it to be necessary or proper to correct or enjoin any activity or condition existing within the Property, the continuation of which violates the provisions of this Master Declaration, the ACC Rules/ACC Standards or the approved plans and specifications.

The ACC shall not commence such legal or equitable proceedings until a written notice of the deviation or violation has been appropriately prepared and given to the Owner but thereafter the ACC shall have the sole discretion to commence such proceedings.

The authority of the ACC as herein provided shall include the power to retain legal counsel and expert witnesses, pay filing fees, deposition costs, witness fees and all other ordinary and necessary expenses incurred in commencing and carrying out said legal or equitable proceedings, all of which costs shall be paid by the Association.

In the event the ACC and/or Association shall prevail in any such legal or equitable proceedings, all costs and expenses incurred in connection therewith including, but not limited to, attorneys' fees shall be reimbursed to the Association by the Owner against whom said proceedings are filed and upon the failure of said Owner to reimburse the Association within five (5) days after written demand therefor is mailed to the Owner, the Association shall have the right to levy a Limited Assessment against the Owner and the Lot owned by the Owner which Assessment shall be equal to said costs and expenses incurred plus any additional costs and expenses incurred in levying the Assessment. Said Limited Assessment shall be due and payable at such time or in such installments as may be determined by the Board, in its sole discretion. The failure of the Owner to pay said assessments, or any installment thereof when due, shall be enforceable in the manner provided in Article IX, above.

SECTION 11.14. Additional Damages. In addition to the costs and expenses to be reimbursed by the Owner or the Complainant, all other costs, expenses and damages determined by the Board to be proximately caused by the deviation or violation or the costs and expenses incurred by the Association to correct the same shall be assessed as a Limited Assessment against the Owner and the Lot owned by said Owner, or the Complainant and the Lot owned by the Complainant, as the case may be, which Limited Assessment shall be due and payable at such time or in such installments as determined by the Board, in its sole discretion. The right of the Board to enforce said Limited Assessment shall be the same as provided in Article IX, above.

SECTION 11.15. Non-Exclusive Remedy. The right of the Association to levy a Limited Assessment as described in Sections 11.12 and 11.13, above, shall not be deemed to be an exclusive remedy of the Association and it may, in its sole discretion, without waiver of any other legal or equitable remedy, pursue enforcement of the lien of said Limited Assessment(s), proceed to collect any amount due directly from the Owner and/or pursue any other remedies available at law or in equity.

SECTION 11.16. Private Rights. The Association shall not have the right to mediate or litigate private disputes between Owners where there is a legal or equitable remedy available to resolve said dispute when, in the sole discretion of the Board, the interests of the Association or a substantial number of the Owners would not be benefitted thereby.

ARTICLE XII.

ANNEXATION

SECTION 12.01. Annexation. Additional property may be annexed to Harris Ranch Subdivision and brought within the provisions of this Master Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property to Harris Ranch Subdivision, the Grantor shall record an amendment to this Master Declaration which shall specify the annexation of the additional property to Harris Ranch Subdivision and which may supplement this Master Declaration with addition or different covenants and restrictions applicable to the annexed property, as the Grantor may deem appropriate, and may delete or modify as to such annexed property such covenants as are contained herein which the Grantor deems not appropriate for the annexed property, so long as the additional, different, deleted or modified covenants or restrictions are not prohibited by the regulations and requirements of HUD for residential subdivisions of the nature and type as Harris Ranch Subdivision. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with all rights, privileges and obligations as all other members. The amendment of this Master Declaration as authorized by this Section, to annex additional property to Harris Ranch Subdivision, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 15.02 of this Master Declaration.

SECTION 12.02. De-Annexation. The Grantor shall have the right to delete all or a portion of the Property from the coverage of this Master Declaration and the jurisdiction of the Association, so long as the Grantor is the Owner of all of the property to be de-annexed and, provided further, that an appropriate amendment to this Master Declaration is recorded in the office of the Ada County Recorder.

ARTICLE XIII.

PROTECTION OF MORTGAGEES

SECTION 13.01. Purpose. Notwithstanding any and all provisions of this Master Declaration to the contrary, to induce the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal

National Mortgage Association ("FNMA"), the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") to participate in the financing of the purchase of Lots within the Property, the provisions of this Article are added thereto. To the extent the following Sections of this Article conflict with any other provisions of this Master Declaration or the provisions of any Supplemental Declaration, this Article shall control.

SECTION 13.02. Restrictions on Amendments. No amendment of this Master Declaration shall operate to defeat or render invalid the rights of a Mortgagee or beneficiary under any first Mortgage or first Deed of Trust upon a Lot made in good faith and for value and recorded prior to the recordation of such amendment, provided that after foreclosure of any such Mortgage or Deed of Trust such Lot shall remain subject to this Master Declaration, as amended.

SECTION 13.03. Mortgages Defined. For the purposes of this Article only, a "Mortgagee" shall refer only to FHLMC, GNMA, FNMA, FHA and VA, as described in Section 13.01, above.

SECTION 13.04. Right to Notice. Each Mortgagee, upon filing a written request for notification with the Board in accordance with Section 9.06, above, shall be given written notice by the Association of any default by the Owner of the Lot encumbered by the Mortgage held by said Mortgagee in the performance of such Owner's obligations under this Master Declaration and under any Supplemental Declaration applicable to the Lot, the Articles or the By-Laws of the Association (hereafter collectively referred to as "Project Documents"), which default is not cured within thirty (30) days after the Association has notice of such default.

SECTION 13.05. Exemption From Prior Assessments. Each Mortgagee which comes into possession of a Lot by virtue of foreclosure or otherwise shall take title to such Lot free from any claims for unpaid Assessments and charges against the Lot which accrue prior to the time such Mortgagee comes into possession, except for claims for a share of such assessments or charges resulting from a reallocation thereof to all Lots, including the mortgaged Lot.

SECTION 13.06. Changes Requiring Unanimous Approval. Without the prior unanimous approval of all Mortgagees of Lots within the Property, neither the Association nor the Owners shall:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area which is owned, directly or indirectly, by the Association, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this Section.
- (b) Change the ratio of Assessments or method of determining the obligations, Assessments, dues or other charges which may be levied against any Owner or the method of allocating distributions of hazard insurance proceeds or condemnation awards.

SECTION 13.07. Restrictions on Other Changes. Without the prior written approval of at least seventy-five percent (75%) of the Mortgagees holding Mortgages on Lots within the Property, neither the Association nor the Owners shall:

- (a) By act or omission change, waive or abandon any scheme of regulations or enforcement thereof, pertaining to the architectural design of the exterior appearance of Improvements on Lots within the Property, the exterior maintenance of said Improvements, or the maintenance and upkeep of landscaping within the Property.
- (b) Fail to maintain fire and extended coverage insurance on insurable Improvements within the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
- (c) Use hazard insurance proceeds for losses occurring within the Common Area for any purpose other than the repair, replacement or reconstruction thereof.
- (d) Abandon or terminate the covenants, conditions, restrictions and easements of this Master Declaration or any Supplemental Declaration.
- (e) Make any material amendment to this Master Declaration or any Supplemental Declaration or to the Articles or By-Laws of the Association or any Sub-Association.

SECTION 13.08. Right to Inspect Books, Etc. Mortgagees, upon written request, shall have the right to (i) examine the books and records of the Association during normal business hours; (ii) require from the Association the submission of audited annual financing reports and other financial data; (iii) receive written notice of all meetings of Owners; and (iv) designate in writing a representative to attend all such meetings.

SECTION 13.09. Notification of Damage. Upon the Board receiving notice of any damage to the Common Area or any Lot wherein the cost of repair, replacement or reconstruction exceeds Ten Thousand Dollars (\$10,000.00) or notice of any condemnation or eminent domain proceedings or other similar involuntary acquisition of any portion of the Property, the Board shall give to each Mortgagee which has filed with the Board a written request for notice, prompt written notice of said damage or condemnation.

SECTION 13.10. Right to Pay Charges. Mortgagees may pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay any overdue premiums on hazard insurance policies covering said Common Area and said Mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association.

SECTION 13.11. Lessee's Obligations. Any agreement for the leasing or rental of a Lot, including a month-to-month rental agreement, shall provide that the terms of such agreement shall be subject to the provisions of the Project Documents. All such agreements shall be in writing and shall provide that any failure by the lessee to comply with the terms of the Project Documents shall be a default under the leasing or rental agreement.

SECTION 13.12. Liability for Taxes. All taxes levied and assessed on the Common Area must be assessable against those Common Area only and the Association and/or any Sub-Association shall be solely responsible for the payment thereof.

SECTION 13.13. Waiver of Liability and Subrogation. Any provision in this Master Declaration which requires Owners to indemnify the Association, a Sub-Association, the Board or the Sub-Association Board, or other Owners against acts of the indemnitor is subject to the exception that if the liability, damage or injury is covered by any type of insurance and proceeds are actually paid to the insured by reason thereof, the indemnitor is relieved of liability to the extent of insurance proceeds so paid.

SECTION 13.14. FNMA and GNMA Insurance Requirements. Notwithstanding any other provisions contained in this Master Declaration, the Association or a Sub-Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for planned unit development projects established by FNMA and GNMA, so long as either is a Mortgagee or Owner of a Lot within the Property, except to the extent such coverage is not available or has been waived in writing by FNMA or GNMA.

SECTION 13.15. Additional Contracts. In addition to the foregoing provisions of this Article, the Board may enter into such contracts and agreements on behalf of the Association as are required in order to satisfy the guidelines of FHLMC, FNMA, GNMA, FHA, VA or any similar entity, so as to allow for the purchase, guaranty or insurance, as the case may be, by such entity of mortgages encumbering Lots within Improvements thereon. Each Owner hereby agrees that it will benefit the Association and each Owner, as a class of potential mortgage borrowers and potential sellers of their Lots, if such agencies approve the Property as a qualifying subdivision under applicable policies, rules and regulations as adopted from time-to-time.

SECTION 13.16. Consent to Release of Information by Mortgagee. Mortgagees are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Lot and each Owner of a Lot encumbered by such a Mortgage hereby consent thereto.

SECTION 13.17. Restricted Application. It is expressly provided that the terms, conditions and provisions of this Article shall not be operative or in force and effect unless and until FHLMC, FNMA, GNMA, FHA or VA purchases, grantees or insures a Mortgage on a Lot within the Property and then only to the extent the same are required by said purchaser, guarantor or insurer. In the event the standards and guidelines of FHLMC, FNMA, GNMA, FHA or VA do not require, as a condition of approval of the Property as a qualifying subdivision, the inclusion of one or more of the provisions of this Article, said non-required provisions shall be of no further force or effect.

ARTICLE XIV.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION PROVISIONS

Each Owner of a Lot within Harris Ranch Subdivision, by acceptance of a legal or equitable fee title to a Lot, acknowledges that Harris Ranch Subdivision borders on traditional range for elk and deer and the predators that prey upon them. Damage to personal or real property by wild animals, including damage to landscaping on a Lot, is a definite possibility. In addition, wild animals on rare occasions may cause personal injuries. Damage to landscaping should be considered during planning and landscaping stages. By acceptance of legal or equitable title to a Lot, each Owner expressly agrees that the Association, the Grantor, the City of Boise, the County of Ada and/or the State of Idaho, and their employees, agents, contractors and elected officials shall not be responsible or liable for any such personal injury or damage to personal or real property. By accepting legal or equitable fee title to a Lot within Harris Ranch Subdivision, each Owner, on behalf of such Owner and such Owner's family, guests, tenants and occupants of the Lot, and the invitees of each, expressly releases, holds harmless and agrees to indemnify the Association, the Grantor, the City of Boise, the County of Ada and/or the State of Idaho, and their employees, agents, contractors and elected officials, from and against any claim, liability, damage, cost or expense arising from or relating to injury to person or damage to or loss of property caused by any wild animal. Each successor Owner of a Lot within Harris Ranch Subdivision, by the successor Owner's acceptance of legal or equitable title to the Lot, shall be conclusively deemed to have acknowledged the foregoing disclosure and to have agreed to the foregoing release, hold harmless and indemnification provisions.

ARTICLE XV.

MISCELLANEOUS

SECTION 15.01. Term. This Master Declaration and all covenants, conditions, restrictions and easements contained herein shall run until December 31, 2030, unless amended as hereafter provided. After December 31, 2030, said covenants, conditions, restrictions and easements shall be automatically extended for successive period of ten (10) years each, unless extinguished by a

written instrument executed by the Owners of at least three-fourth (3/4) of the Lots covered by this Master Declaration and such written instrument is recorded with the Ada County Recorder.

SECTION 15.02. Amendment. This Master Declaration may be amended as follows:

- (a) **By Grantor.** Until title to a Lot within the Property is conveyed by the Grantor to an Owner, this Master Declaration may be amended or terminated by the Grantor by recordation of a written instrument signed by the Grantor and acknowledged setting forth such amendment or termination.
- (b) **By Owners.** Except as otherwise expressly provided this Master Declaration, the provisions of this Master Declaration, other than this Section, may be amended by an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment has been approved by a majority of the cumulative total of the Class A votes and the Class B votes cast by the Class A Members and the Class B Members either in person or by proxy at a meeting of the Members duly held for such purpose and/or by the approval in writing by the Members, including the Class A Members and the Class B Members, entitled to a majority of the cumulative total of the Class A votes and the Class B votes. Such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Section 15.02 shall require the vote of seventy-five percent (75%) of the cumulative total of the Class A votes and the Class B votes cast by the Class A Members and the Class B Members either in person or by proxy at a meeting of the Members duly held for such purpose and/or by the approval in writing by the Members, including the Class A Members and the Class B Members, entitled to seventy-five percent (75%) of the cumulative total of the Class A votes and the Class B votes. Such amendment to this Section shall be in the form of an instrument in writing, signed and acknowledged by the President and Secretary of the Association, certifying that such amendment to this Section has been approved as provided herein, and shall be effective upon its recordation with the Ada County Recorder.

SECTION 15.03. Sewer Covenants. The following covenants shall run with each Lot and any Common Area affected thereby and shall be binding upon each Owner of a Lot and all occupants of any Improvements constructed on a Lot:

- (a) No Lot may be used or occupied for any allowed use unless the same is connected to the public sewerage collection system constructed and installed within the Property.
- (b) All sewer hook-up fees charged by the municipality having jurisdiction and control over the Lot shall be paid by the Owner at the time of construction of the Improvements thereon and the connection thereof to the public sewerage collection system, said sewer hook-up fees to be paid at such time and in such amount as shall be required by the ordinances and regulations of the municipal entity having jurisdiction thereof.
- (c) A monthly sewerage charge shall be paid to the municipal entity having jurisdiction thereof, or its designee, after connection to the public sewerage collection system in accordance with the ordinances and regulations of said municipal entity.
- (d) All sewer service lines connected to the sewerage collection system constructed and installed by the Grantor in the Property shall be constructed in accordance with all applicable codes and regulations and shall be inspected as required by the governmental entity having jurisdiction thereof to assure a minimum of infiltration from said service line into the sewerage collection system.
- (e) The Grantor shall provide access, satisfactory to the governmental entity having jurisdiction thereof, for sewer cleaning equipment to all sanitary sewer manholes located outside of public right-of-way.
- (f) The Grantor and each Owner of a Lot hereby authorizes the governmental entity having jurisdiction thereof, or its designee, to bring any action it deems necessary or required for the collection of any fees or charges due said entity for sewer service connected or monthly sewer charges and/or to otherwise enforce any of the obligations respecting the connection to the public sewerage collection system or use thereof as provided in this Section.
- (g) Unless the Property has been previously annexed into the corporate limits of the City of Boise, the recordation of a Plat for Harris Ranch Subdivision by the Grantor shall be deemed and construed as a request by the Grantor for the annexation of the property covered by said Plat into the corporate limits of the City of Boise. Such request shall be binding on all subsequent Owners of the Lots within the Property covered by said recorded Plat.

SECTION 15.04. Books and Records. All books, records and minutes of the Board and all other books and records maintained by the Association shall be made available for inspection and copying by any Owner or by his duly authorized representative, at any reasonable time and for a purpose reasonably related to his interest as a member in the Association, or at such other place and time as the Board shall prescribe.

SECTION 15.05. Non-Waiver. The failure of the Grantor, the Board or any Owner in any one or more instances to insist upon the strict performance of any of the covenants, conditions, restrictions, easements or other provisions of this Master Declaration or to exercise any right or option contained herein, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such covenant, condition, restriction, easement or other provision, but the same shall remain in full force and effect.

SECTION 15.06. Acceptance. Each Owner of a Lot, each purchaser of a Lot under a contract or agreement of sale and each holder of an option to purchase a Lot, by accepting a deed, contract of sale or agreement or option, accepts the same subject to all of the covenants, conditions, restrictions, easements and other provisions set forth in this Master Declaration and agrees to be bound by the same.

SECTION 15.07. Indemnification of Board Members. Each member of the Board and each member of the ACC shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which said member may be a party or in which said member may become involved, by reason of being or having been a member of the Board or the ACC, or any settlement thereof, whether or not said person is a member of the Board or ACC at the time such expenses or liabilities are incurred, except in such cases wherein said person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification shall apply only when the Board or the ACC approves such settlement and reimbursement as being in the best interest of the Association or Owners. This Section shall extend to and apply also for the indemnification of the Grantor during the initial period of operation of the Association or prior thereto during the period the Grantor is exercising the powers of the Association.

SECTION 15.08. Notices. Any notice permitted or required to be delivered as provided in this Master Declaration shall be in writing and shall be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, properly addressed.

SECTION 15.09. Interpretation. The provisions of this Master Declaration and any Supplemental Declaration shall be liberally construed to effectuate the Project Objectives set forth in Article IV, above, and shall be construed and governed by the laws of the State of Idaho. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall include the masculine, feminine or neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions hereof.

SECTION 15.10. Severability. Notwithstanding the provisions of the preceding Section, each of the provisions hereof shall be deemed independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

IN WITNESS WHEREOF the Grantor has executed this Master Declaration as of the day and year first above written.

HARRIS/BRIGHTON, LLC

By: Harris Family Ranch, LLP

By: Brian Randolph Harris
Brian Randolph Harris, Partner

By: Felicia Harris Burkhalter
Felicia Harris Burkhalter, Partner

By: Mildred V. Davis
Mildred V. Davis, Partner

By: Brighton Corporation

By: David W. Turnbull
David W. Turnbull, President

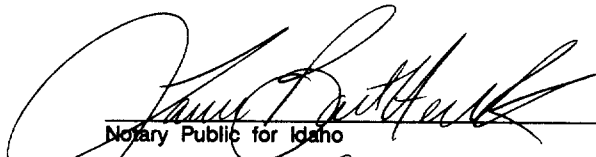
STATE OF IDAHO

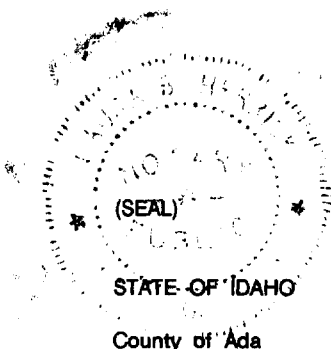
County of Ada

) ss:

On this 2nd day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Randolph Harris, Felicia Harris Burkhalter and Mildred V. Davis, known or identified to me to be the General Partners of HARRIS FAMILY RANCH, L.L.P., an Idaho Limited Liability Partnership, which Limited Liability Partnership is a Member of HARRIS/BRIGHTON, LLC, an Idaho Limited Liability Company, and the Partners who subscribed said Limited Liability Partnership name to the foregoing instrument as a Member of said Limited Liability Company, and acknowledged to me that they executed the same in said Limited Liability Partnership name as a Member of said Limited Liability Company.

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


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 12/20/00



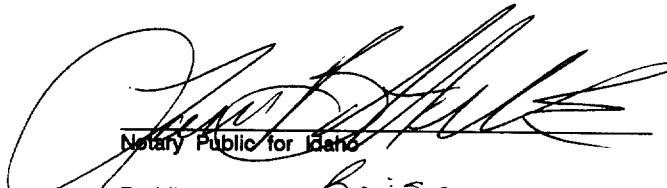
STATE OF IDAHO

County of Ada

) ss:

On this 2nd day of December, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID W. TURNBULL, known or identified to me to be the President of BRIGHTON CORPORATION, an Idaho Corporation, which Corporation is a Member of HARRIS/BRIGHTON, LLC, an Idaho Limited Liability Company, the Corporation that executed the foregoing instrument as Member of said Limited Liability Company or the person who executed the foregoing instrument on behalf of said Corporation as a Member of said Limited Liability Company, and acknowledged to me that such Corporation executed the same as a Member of said Limited Liability Company.

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


Notary Public for Idaho
Residing at Boise, Idaho
My Commission Expires: 12/20/00

