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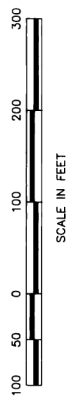
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PLAT OF CREIGHTON HEIGHTS SUBDIVISION

A PORTION OF THE SW 1/4 NE 1/4, SECTION 19, T.4N., R.1E., B.M.,
CITY OF EAGLE, ADA COUNTY, IDAHO

1994



PLAT LEGEND

- Initial Point, Set 2" x 36" Galv. Pipe With Alum. Cap
- Found Brass Cap
- Set 5/8" x 30" Rebar with Plastic Cap
- Set 1/2" x 24" Rebar with Plastic Cap
- Found 5/8" Rebar
- Boundary Line
- Right-Of-Way Line
- Lot Line
- Centerline
- Easement Line
- Sectional Lines

NOTES

1. All lots are hereby designated as having a permanent easement for public utilities, drainage, sewer and street lights over the ten (10) feet adjacent to any public street. This easement shall not preclude the construction of hard surfaced driveways and walkways to each lot.
2. Unless otherwise designated or dimensioned, there shall be a five (5) foot property drainage, utility construction and maintenance easement adjacent to all lot lines inside this subdivision which do not front a public street.
3. Building setback dimensions in this subdivision shall conform to the applicable zoning regulations in effect at the time of issuance of a building permit, except as may be specifically modified by the granting of a variance by the City of Eagle.
4. Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision.
5. This subdivision is subject to compliance with the Idaho Code Section 31-3805.
6. Lots 1-5, Block 1 shall have no structure constructed within 40 feet of the top of the slope of the Southerly Bench of the Boise River Plain.
7. This subdivision is subject to the requirements of the Uniform Building Code as regulated by the City of Eagle.
8. This subdivision is not within the 100 year flood plain.

MARK CANTFELD
Developer
Boise, Idaho

BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho

SHEET 1 OF 2

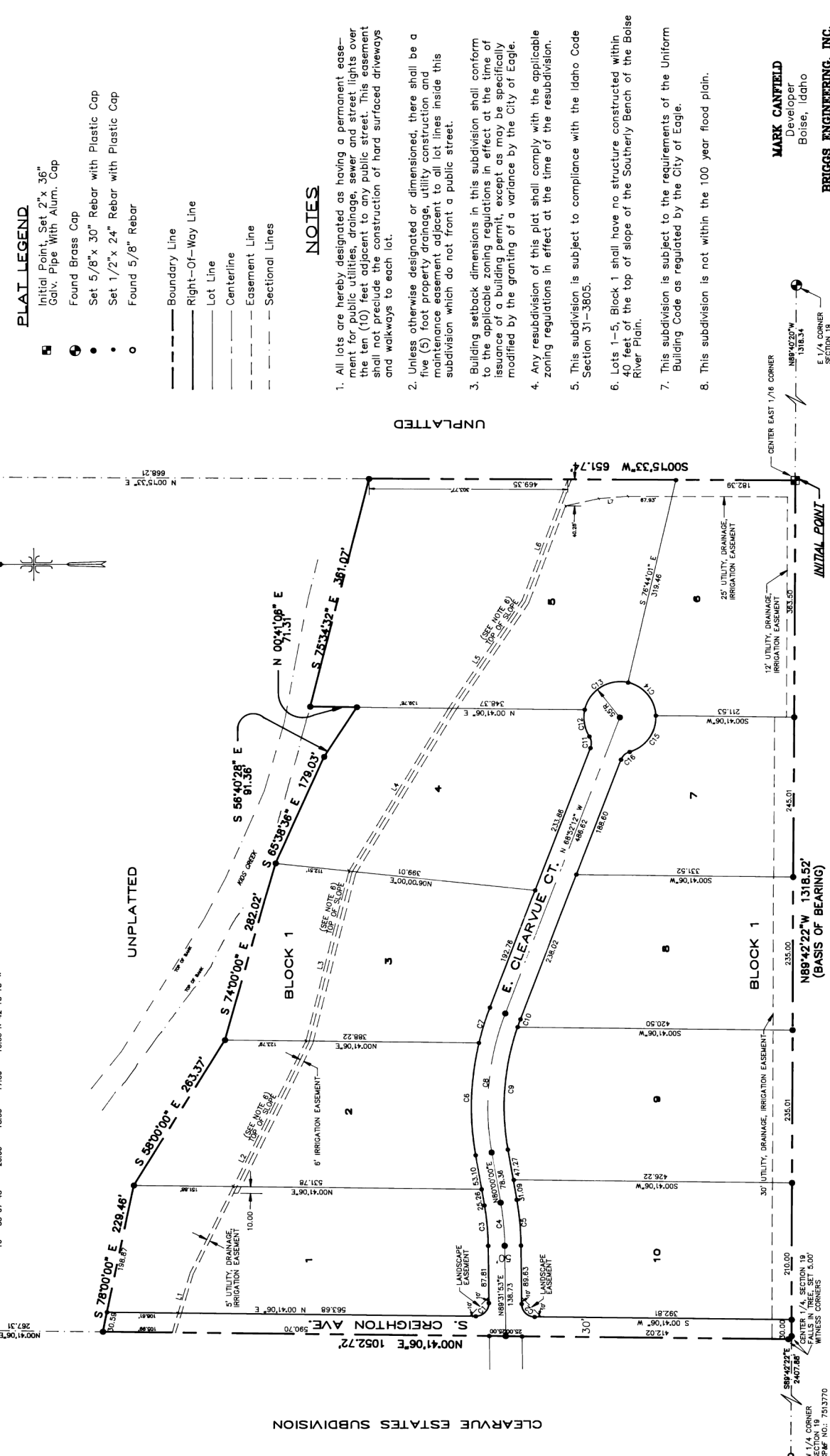
02/19/94

CURVE TABLE

CURVE	DELTA	ARC	CHORD	TANGENT	CHORD BRG
1	91.06 13°	31.82	28.57	20.41	S 44° 53' 31" E
2	88.50 47°	20.00	19.60	15.60	S 45° 06' 30" W
3	88.50 47°	20.00	19.60	15.60	S 45° 06' 30" W
4	88.50 47°	20.00	19.60	15.60	S 45° 06' 30" W
5	91.31 53°	425.00	70.70	33.55	N 84° 45' 37" E
6	71.30 49°	425.00	70.70	33.55	N 84° 45' 37" E
7	71.30 49°	425.00	70.70	33.55	N 84° 45' 37" E
8	31.07 48°	400.00	214.86	111.42	N 84° 26' 06" W
9	31.07 48°	400.00	214.86	111.42	N 84° 26' 06" W
10	31.07 48°	400.00	214.86	111.42	N 84° 26' 06" W
11	53.07 48°	20.00	18.55	17.89	N 54° 15' 49" E
12	44.29 08°	55.00	42.70	41.84	S 80° 14' 35" W
13	44.29 08°	55.00	42.70	41.84	S 80° 14' 35" W
14	73.56 59°	55.00	42.70	41.84	S 80° 14' 35" W
15	77.02 51°	55.00	42.70	41.84	S 80° 14' 35" W
16	53.07 48°	20.00	18.55	17.89	N 54° 15' 49" E

LINE TABLE

LINE	CHORD	BRG	TANGENT
1	N 73° 11' 22" W	85.28	397.99
2	S 63° 30' 41" E	232.12	203.86
3	S 58° 40' 17" E	197.44	174.53
4	S 55° 48' 06" E	197.44	174.53
5	S 55° 48' 06" E	197.44	174.53
6	S 55° 48' 06" E	197.44	174.53
7	N 04° 45' 45" W	74.53	174.53



UNPLATTED

UNPLATTED

UNPLATTED

CREIGHTON HEIGHTS SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT MARK CANFIELD AND CARLENE CANFIELD, HUSBAND AND WIFE, AND CONTRACTOR'S EQUIPMENT SUPPLY CO., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF IDAHO, ARE HEREBY CERTIFYING THAT THEY ARE FULLY QUALIFIED TO DO BUSINESS AS CONTRACTORS AND ARE HEREBY CERTIFYING THAT THEY ARE NOT PROVIDING ANY SERVICES DESCRIBED BELOW AND IT IS THEIR INTENTION TO INCLUDE SAID REAL PROPERTY IN THIS SUBDIVISION PLAT. THE OWNERS ALSO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH IDAHO CODE 50 1334, (1): NO LOTS IN THIS SUBDIVISION WILL BE SERVED BY ANY WATER SYSTEM COMMON TO ONE OR MORE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE BOISE MERIDIAN, CITY OF EAGLE, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A BRASS CAP MARKING THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 4 NORTH, RANGE 1 EAST, B.M.; THENCE N 89°40'20"W 1318.34 FEET TO THE CENTER EAST 1/16 CORNER WHICH IS THE INITIAL POINT OF THIS DESCRIPTION;

- THENCE N 89°42'20"W 1318.56 FEET TO THE CENTER 1/4 CORNER OF SECTION 19;
- THENCE N 00°41'06"E 1032.72 FEET TO A POINT;
- THENCE S 78°00'00"E 229.46 FEET TO A POINT;
- THENCE S 58°00'00"E 263.37 FEET TO A POINT;
- THENCE S 74°00'00"E 282.02 FEET TO A POINT;
- THENCE S 65°38'36"E 179.03 FEET TO A POINT;
- THENCE N 00°41'06"E 71.31 FEET TO A POINT;
- THENCE S 75°34'32"E 361.07 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4 OF THE NE 1/4;
- THENCE S 00°15'33"W 851.74 FEET ALONG SAID EAST LINE TO THE INITIAL POINT OF THIS DESCRIPTION, COMPRISING 25.04 ACRES.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AND THE EASEMENTS INDICATED ON SAID PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND FOR ANY OTHER USES AS DESIGNATED HEREON, AND NO PERMANENT STRUCTURES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 18TH DAY OF February, 1994.

MARK CANFIELD, HUSBAND
Mark Canfield
CARLENE CANFIELD, WIFE

CONTRACTOR'S EQUIPMENT SUPPLY CO.

MARK CANFIELD, PRESIDENT
Mark Canfield

STATE OF IDAHO)
COUNTY OF ADA) SS
ON THIS 18TH DAY OF February, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARK CANFIELD AND CARLENE CANFIELD, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.



STATE OF IDAHO)
COUNTY OF ADA) SS

ON THIS 18TH DAY OF February, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARK CANFIELD, KNOWN TO ME TO BE PRESIDENT OF CONTRACTOR'S EQUIPMENT SUPPLY CO., THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

WILLIAM W. BEPKO
NOTARY PUBLIC FOR IDAHO
RESIDING AT BOISE, IDAHO
MY COMMISSION EXPIRES: 11/11/97



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE CONDITIONS OF APPROVAL LISTING THE CONDITIONS OF APPROVAL.

BY *James*
CENTRAL DISTRICT HEALTH DEPARTMENT
20/93

APPROVAL OF CITY ENGINEER

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



ACTING CITY ENGINEER

1122193

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, REGISTERED PROFESSIONAL LAND SURVEYOR IN AND FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT, AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODES RELATING TO PLATS AND SURVEYS.



ADA COUNTY SURVEYOR

CERTIFICATE OF SURVEY

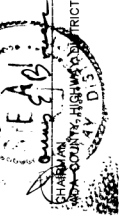
I, MICHAEL E. MARKS, L.S., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY REPORTS REFLECTING TO PLATS, SURVEYS AND CORNER WITH THE STATE OF IDAHO CODES RELATING TO PLATS, SURVEYS AND CORNER PERPETUATION AND FILING ACT, IDAHO CODES 55-1801 THROUGH 55-1812.



MICHAEL E. MARKS, L.S., NO. 4998

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FORGING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON 15TH DAY OF September, 1994.



APPROVAL OF CITY COUNCIL

I, Barbara Matson, CITY CLERK IN AND FOR EAGLE, ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL ON THE 15TH DAY OF September, 1994, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

Barbara Matson
CITY CLERK, EAGLE, IDAHO

CERTIFICATE OF COUNTY TREASURER

I, Barbara Matson, COUNTY TREASURER IN AND FOR ADA COUNTY, IDAHO DO HEREBY CERTIFY THAT PER REQUESTED UNDER 50-1308, COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Barbara Matson
COUNTY TREASURER
By Karen With, Data Clerk DATE Feb 23, 1994

COUNTY RECORDERS CERTIFICATE

INSTRUMENT NO. 94016744
STATE OF IDAHO)
COUNTY OF ADA) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF Contractor's Equipment Supply Co. MINUTES 18TH DAY OF February, 1994, IN MY OFFICE, AND THIS INSTRUMENT WAS DULY RECORDED IN BOOK 6530 OF PLATS AT PAGES 6529 AND 6530.

Shirley Matson
DEPUTY
EX-OFFICIO RECORDER
Feb 11, 94

94016745

J. David Navarro
RECORNER
J. DAVID NAVARRO

1682001482

BOISE ID

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

'94 FEB 23 PM 2 57

FOR

FEE *69.00* REC'D AT THE REQUEST OF *Miller*

CREIGHTON HEIGHTS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREIGHTON HEIGHTS SUBDIVISION is made effective as of the ___ day of July, 1993, by CREIGHTON HEIGHTS PARTNERSHIP, an Idaho general partnership (hereinafter referred to as "Declarant" or "Grantor").

RECITALS:

- A. Declarant is the owner of certain real property located in Ada County, Idaho, which property is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property") and intends to develop the Property to serve residential uses in accordance with existing development plans approved by the City of Eagle on July 13, 1993, and modifications thereto, if any, for quality detached single-family residential homes. Any development plans for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, and impose no obligation on Grantor as to how the Property is to be developed or improved: and
- B. The purpose of this Declaration of Covenants, Conditions and Restrictions ("Declaration") is to set forth the basic restrictions, covenants, limitations, easements, conditions and equitable servitudes (collectively "Restrictions") that will apply to the entire development and use of all portions of the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness and to ensure a high-quality residential development.

NOW, THEREFORE, Declarant hereby declares that upon the execution and recording of this Declaration of Covenants, Conditions and Restrictions, all of the Property described herein shall, upon such recording, be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the real property as part of a general plan of development and shall be binding upon all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

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ARTICLE I: RECITALS

1.1 Property Covered. The property subject to this Declaration of Covenants, Conditions and Restrictions for Creighton Heights Subdivision (hereinafter the "Declaration") is the real property legally described in Exhibit A attached hereto and made a part hereof (herein the "Property"). Grantor may record, at its sole discretion, Supplemental Declarations which subject additional real property located adjacent to the Property to this Declaration or that modify this Declaration.

1.2 Residential Development. Creighton Heights Subdivision is a residential development, which Grantor currently intends to develop in accordance with existing development approved by the City of Eagle on July 13, 1993, and modifications thereto, if any, for detached single-family residential homes. Any development plans or schemes for the Property in existence prior to or following the effective date of this Declaration are subject to change at any time by Grantor, at Grantor's sole discretion, and impose no obligation on Grantor as to how the Property is to be developed or improved. Owners acknowledge that the Building Lots are subject to the above-referenced city approvals and any other governmental approvals obtained from time to time.

1.3 Purpose of Declaration. The purpose of this Declaration is to set forth the basic restrictions, covenants, easements, conditions and equitable servitudes (collectively "Restrictions") that apply to the Property. The Restrictions are designed to preserve the Property's value, desirability and attractiveness and to ensure an integrated, high-quality development.

ARTICLE II: DECLARATION

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

Notwithstanding the foregoing, no provision of this Declaration shall be construed as to prevent or limit Grantor's right to complete development of the Property and to construct improvements thereon, nor Grantor's right to maintain model homes, construction, sales or leasing offices or similar facilities (temporary or otherwise) on any portion of the Property prior to sale of such portion or any public right-of-way, nor Grantor's right to post signs incidental to construction, sales or leasing, nor Grantor's right to modify plans for the Property.

ARTICLE III: DEFINITIONS

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

3.2 "Building Lot" or "Lot" shall mean one or more lots within the Property as specified or shown on any Plat upon which Improvements may be constructed.

3.3 "Declaration" shall mean this Declaration, as amended from time to time.

3.4 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.5 "Grantor" shall mean Creighton Heights Partnership, an Idaho general partnership, its successor, or affiliate of the Grantor, or any person or entity to whom the rights under this Declaration are expressly transferred by Creighton Heights Partnership or its successor. An "affiliate" shall mean any entity with some form of common ownership interest with the Grantor or Partners of the Grantor.

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

3.7 "Landscape Easement" shall mean any portion of a Building Lot located within the 10 foot wide landscape easement adjacent to W. Clearvue Ct.

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

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

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

3.11 "Property" shall mean the real property described on Exhibit A attached hereto and incorporated herein by this reference, including each lot, parcel and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also may include, at Grantor's sole discretion, such additional property in addition to that described on Exhibit A, as may be annexed by means of a Supplemental Declaration as provided herein. Grantor, at its sole discretion, may or may not include any portions of the real property described located adjacent to the Property as part of the Property subject to this Declaration. Additionally, Grantor, at its sole election, may withdraw any property of which Grantor is the sole Owner previously included within the provisions hereof upon recordation of a written declaration of deannexation; provided however, nothing contained herein shall obligate Grantor to develop, or in any way restrict the development of, any other real property owned by Grantor in the area surrounding the Property.

ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

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

4.1.1 Use, Size, Height and Setbacks of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. No business or home occupation shall be conducted from said dwelling unit or structure. No residential or other structure (exclusive of fences and similar structures) shall be placed nearer to the Building Lot lines or built higher than permitted by this Declaration, by the Plat, by any applicable zoning restriction, by any conditional use permit, or by a building envelope designated either by Grantor or the Architectural Committee whichever is more restrictive. No residential structure shall exceed two (2) stories in height and no barn, animal shelter or other accessory structure shall exceed one (1) story in height. Each structure constructed on any Lot shall be placed upon the Lot in such a manner as to minimize obstruction of the view of the Boise Front from other Lots. All buildings shall be of frame, stone or brick construction and, if other than brick or stone, shall be finished, painted and kept in good repair. The size, configuration, style and finish of each proposed building or structure on each Lot shall be subject to architectural and aesthetic control of the Architectural Committee. The Property shall be used in such manner as to be inoffensive to any other property Owners. Each single family dwelling structure erected upon a Lot shall satisfy the minimum floor area requirements of the Architectural Committee; provided, however, that in

no event shall the required floor area be less than 2,600 square feet for a single story dwelling and 3,000 square feet for a two-story dwelling, of floor area exclusive of garages, patios, breezeways, porches and similar structures.

Unless otherwise specifically approved in writing by the Architectural Committee, no dwelling, structure or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer than sixty (60) feet to the front property line or to the rear property line of the Lot on which it is located, or nearer than forty (40) feet to any side property line of the Lot on which it is located; provided however, due to the shape of Lot 5 (as shown on the Plat) the required setback from the side property lines of Lot 5 shall be 25 feet instead of 40 feet. No structure used or to be used for sheltering animals shall be placed nearer than sixty (60) feet to any property line of any Lot as shown on the Plat. No structures shall be placed nearer than forty (40) feet to the edge of the rim of the Property or as otherwise required by the City of Eagle, whichever is more restrictive. For the purpose of this section, eaves, steps, chimneys, and gutters shall not be considered as part of the building, provided, however, that this shall not be construed to permit any eaves, steps, chimneys or gutters or any portion of the building on any Lot encroach upon any other Lot. Open porches shall not be considered as part of the building, but any open porch which would extend beyond the building lines as herein established shall, prior to construction, require the approval of the Architectural Control Committee.

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

4.1.3 Accessory Structures. Detached garages and other structures shall be allowed only if in conformity with the provisions of this Declaration and approved by the Architectural Committee. Garages, storage sheds attached to the residential structure, patio covers, and detached patio covers,

shall be constructed of, and roofed with, the same materials, and with similar colors and design, as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pools, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than ten (10) feet above the finished graded surface of the Building Lot upon which such item(s) are located. Basketball courts, tennis courts or backboards shall be allowed in the back yard of any Building Lot, provided that such courts or backboards are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other property in the vicinity of the Building Lot or offensive or detrimental to the occupants of such other property.

4.1.4 Driveways. All access driveways shall have a wearing surface approved by the Architectural Committee of asphalt, concrete, or other hard surface materials, and shall be properly graded to assure proper drainage. No driveway shall be wider than the garage to which said driveway leads unless approved by the Architectural Committee.

4.1.5 Fencing. All fencing, hedges and boundary walls constructed on any Building Lot shall be of compatible style and material to that other fencing constructed adjacent thereto, and shall otherwise be as approved by the Architectural Committee and shall not in any event exceed six (6) feet in height. No fencing, hedge and boundary wall shall be located closer to the property lines than the setbacks required for structures.

4.1.6 Exterior Lighting. Exterior lighting shall be part of the architectural concept of the Improvements on a Lot and shall be limited to lighting on porches, low level lighting at driveway entrances, and building entryway lighting as approved by the Architectural Committee. Fixtures, standards and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness (which is defined as any light source exceeding 60 watts) shall be avoided. No mercury vapor or other automatic lighting fixtures will be permitted on any Lot. Any lighting on a Lot which illuminates any other Lot with excessive brightness shall be deemed a nuisance and the owner shall remove such lighting upon demand by the Architectural Committee.

4.2 Antennae. No exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to said Architectural Committee. No satellite dishes shall be allowed on the Property.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on

the Property or a Building Lot which would result in the cancellation of insurance on any property or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest therein, unless such subdivision complies with all applicable laws.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the applicable Architectural Committee or Association, except: (1) such signs as may be used by Grantor in connection with the development of the Property and sale of Building Lots; (2) temporary signs naming the contractors, the architect, and the lending institution for a particular construction operation; (3) such signs identifying Creighton Heights Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by Grantor or the Architectural Committee may be displayed; and (4) one (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet as may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease.

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

4.7 Exterior Maintenance/Irrigation Assessments & Maintenance. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly or unattractive condition, or damages property or facilities on or adjoining their Building Lot, the Architectural Committee, upon fifteen (15) days prior written notice to the Owner of such property, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Architectural Committee for the cost thereof. Such cost shall create a lien enforceable against such Building Lot. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien for all costs and expenses incurred by the Architectural Committee in taking such corrective acts, plus all costs incurred in collecting the

amounts due. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

Each Lot shall be subject to assessments by irrigation districts, irrigation companies, water users associations and similar organizations in connection with the Subdivision irrigation system and delivery of irrigation water to the subdivision and each Lot, including assessments by Settler's Irrigation District and the Zinger Lateral Water Users' Association. Each Owner shall be responsible for maintenance of any irrigation equipment/facilities located on or under said Owner's Lot in good working order.

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

4.9 Grading/Excavation/Construction Activities. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of Eagle City Code, Ada County Code, or by the Architectural Committee, shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means or devices which are not the responsibility of the Ada County Highway District, or other public agency, and plantings and ground cover installed or completed thereon. All excavation and clearing of Building Lots shall be conducted in a workmanlike manner and shall not result in any unsightly areas on such Lot. All soils and other materials excavated on any Building Lot which are not used in construction on said Lot shall be promptly removed from the area. The Lot Owner and builder shall be responsible for the repair of any damage that may occur during excavation, removal and construction activities to streets, mailboxes, utilities, roadways or other on-site or off-site improvements.

4.10 Water Supply Systems. Each Building Lot shall contain an individual well, drilled and installed at the sole expense of the Owner of the Lot, to supply water for residential use to serve the residence constructed on such Building Lot, which well shall comply with all applicable codes. No other separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed by the Grantor in connection with the subdivision or unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Architectural Committee and all governmental authorities having jurisdiction.

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

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

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

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

4.15 Sewage Disposal Systems. Each Owner shall install on his Building Lot a septic system to serve the residence constructed on said Building Lot, which septic system shall comply with all applicable codes. No other individual sewage disposal system shall be used on the Property. At such time as a common sewer system becomes available, each Owner shall connect the appropriate facilities on such Owner's Building Lot to the Eagle City Sewer System and pay all charges assessed therefor.

4.16 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth, other than for the purpose of drilling and installing a well as required under Paragraph 4.10 of this Declaration. This paragraph shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

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

4.18 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property unless the presence of such creatures does not constitute a nuisance. This paragraph does not prohibit the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, up to one (1) chicken, up to one (1) goat, up to one (1) pet pig and other common household pets and horses and llamas for the personal use of the occupants of a Building Lot, provided such animals do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. No more than one (1) horse or llama and no more than one (1) chicken, pig or goat may be kept or maintained per acre of land within such Building Lot. The Owner of any such animal shall clean up any animal defecation immediately from the property owned by others in the Subdivision or public right-of-way. The construction of dog runs or other animal enclosures shall be subject to applicable Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other animal enclosures shall be placed a minimum of sixty (60) feet from the property lines of the Building Lot, shall not be placed in any front yard of a Building Lot, and shall be screened from view so as not to be visible from an adjacent Building Lot.

4.19 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. All landscaping shall be planted within thirty (30) days after said dwelling structure is completed, weather permitting. But if Grantor or an affiliate of Grantor construct the dwelling structure, only the front yard of the Building Lot is required to be landscaped within 30 days of substantial completion of the dwelling structure. The Owner is then responsible for completing the balance of the Building Lot landscaping within ninety (90) days after the Building Lot is conveyed to the first Owner of the Building Lot. Additionally, Grantor may grant extensions on the landscaping deadlines to any party for up to ninety (90) days. Prior to construction of Improvements, the Owner shall provide adequate irrigation and maintenance of existing trees and landscaping, shall control weeds, and maintain the Owner's property in a clean and safe condition free of debris or any hazardous condition. All trees located on common Building Lot property lines shall be the joint responsibility of the adjoining Building Lot Owners.

4.20 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or resubdivide any portion of the Property, to grant licenses, and/or reserve rights-of-way and easements with respect to portions owned by Grantor to utility companies, public agencies or others, or to complete excavation,

grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor or an affiliate of Grantor on any portion of the Property owned by Grantor or an affiliate of Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.21 Construction/Maintenance Prior to Construction. Upon commencement of construction of a dwelling structure in compliance with the restrictions herein, the Owner shall diligently pursue the completion of such construction, which such construction shall be completed as soon as possible, but in any event within nine (9) months thereafter. The term "commence the construction" as used in this paragraph 4.21, shall mean actual physical construction activities of a foundation or dwelling structure upon such Building Lot. No Owner shall be required to build on any Lot, however, each Owner shall be required to maintain such Owner's Lot in a sightly manner prior to construction, free from trash, debris and weeds.

ARTICLE V: ARCHITECTURAL COMMITTEE

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

5.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of at least ten percent (10%) of the aggregate Building Lots, Grantor shall have the exclusive right to appoint and remove all members of the Architectural

Committee. At all other times, a majority of the Owners (based upon one vote per Building Lot) shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

5.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Master Declaration, and shall inspect construction in progress to assure its conformance with plans approved by the Architectural Committee. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden upon other Owners.

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

5.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and plans submitted for approval. The rules shall require a fee of \$250 (or such other amount as the Architectural Committee may determine to be appropriate) to accompany each application for approvals and may include additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee (if other than \$250) in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, fees may be reduced for such application approvals.

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

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

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

5.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in writing, designate a Architectural Committee representative (who may, but need not be one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to paragraph 5.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

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

5.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement from the Applicant for expenses incurred by them in the performance of their duties hereunder.

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

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

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

5.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee, at its option, may remove the noncomplying improvement or otherwise remedy the noncompliance, and the Owner shall reimburse the Architectural Committee, upon demand, for all expenses incurred in connection therewith.

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

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

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

ARTICLE VI: EASEMENTS

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

6.2 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, resulting from the normal use of adjoining Building Lots, and for necessary maintenance and repair of any Improvement including fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves the right to grant additional easements and rights-of-way over the Property as appropriate, to utility companies and public agencies, but only to the extent

reasonably necessary or expedient for the proper development of the Property, until close of escrow for the sale of the last Building Lot in the Property to a purchaser.

6.2.1 Improvement of Drainage and Utility Easement Areas. The Owners of Building Lots are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on any plat affecting the Property or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose.

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

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

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

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

6.5 Sewer Covenants and Restrictions. At such time as a common sewer system may become available to the Property, all Lots within the Property shall be subject to and restricted by the following covenants and restrictions:

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

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

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

ARTICLE VII: MISCELLANEOUS

7.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2012, unless amended as herein provided. After December 31, 2012, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Owners, based upon one (1) vote per Building Lot, holding at least three-fourths (3/4) of the Building Lots and such written instrument is recorded with the Ada County Recorder.

7.2 Amendment.

7.2.1 By Grantor. Except as provided in paragraph 7.3 below, until the recordation of the first deed to a Building Lot in the Property, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination.

7.2.2 By Owners. Except where a greater percentage is required by express provision in this Declaration, the provisions of this Declaration, other than this Article, may be amended by the Owners, provided that any amendment shall be by an instrument in writing and approved by the written consent of Owners representing at least seventy-five percent (75%) of the Building Lots (based upon one (1) vote per Lot) and such amendment shall be effective upon its recordation with the Ada County Recorder. Any amendment to this Article shall require the written consent of Owners holding ninety-five percent (95%) of the Building Lots, based upon one (1) vote per Lot.

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

the allowed uses of such Owner's property which existed prior to the said amendment.

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

7.4 Notices. Any notices permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address shown on the property records of the Ada County Assessor's Office or to the Building Lot of such person if no address is shown on such Assessor's records.

7.5 Enforcement and Non-Waiver.

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

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

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

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

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

7.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho. All of the provisions hereof shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration. Notwithstanding the provisions of the foregoing sentence, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each including the masculine, feminine and neuter. 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.

7.7 Successors and Assigns. All references herein to Grantor, any Owner, or any person shall be construed to include all successors, assigns, partners and authorized agents of such Grantor, Owner or person.

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

CREIGHTON HEIGHTS PARTNERSHIP,
an Idaho general partnership,

By: 

Mark Canfield, Partner

By: 

Carlene Canfield, Partner

By: CONTRACTORS EQUIPMENT SUPPLY
COMPANY, an Idaho corporation,
Partner

By: 

Marc Lauthere, Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of December, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared MARK CANFIELD, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as a partner of the Grantor.

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

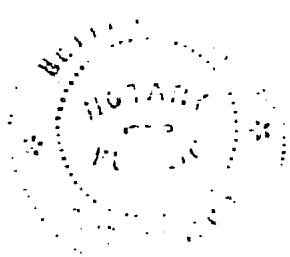


Betty Ramsey
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3-16-99

STATE OF IDAHO)
) ss.
County of Ada)

On this 21st day of December, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared CARLENE CANFIELD, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as a partner of the Grantor.

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



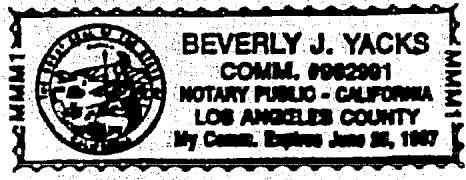
Betty Ramsey
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3-16-99

State of CALIFORNIA)
) ss.
County of LOS ANGELES)

On this 24th day of December, 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared MARC LAULHERE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument and who acknowledged to me that he executed the same in his authorized capacity as the Vice President of Contractors Equipment Supply Company, an Idaho corporation, which corporation is a general partner of Creighton Heights Partnership, an Idaho general partnership, and who further acknowledged to me that by his signature on said instrument the foregoing named corporation and partnership executed said instrument.

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

Beverly J. Yacks
Notary Public for State of California
Residing at Whittier, California
My commission expires: 6/25/97



1682001504

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
SUBJECT TO THIS DECLARATION

Creighton Heights Subdivision, according to the official plat recorded as Instrument
No. 9401 074, official records of Ada County, Idaho.

**Recording Requested by and
After Recording Return to:**

**967 E. Parkcenter Blvd. #313
Boise, ID 83706**

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=10 HEATHER LUTHER
CREIGHTON WOODS

2020-067693
06/05/2020 01:54 PM
AMOUNT \$37.00



SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CREIGHTON HEIGHTS SUBDIVISION**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Creighton Heights Subdivision (the "**Amendment**") is made and entered into by each of the undersigned parties (each an "**Owner**"), effective as of this 4th day of June 2020, with reference to the facts set forth below.

RECITALS

A. Creighton Heights Partnership, an Idaho general partnership, as the Declarant ("**Declarant**" or "**Grantor**"), executed that certain Declaration of Covenants, Conditions and Restrictions for Creighton Heights Subdivision, recorded February 23, 1994, as Instrument No. 94016745, Records of Ada County, Idaho (the "**Declaration**"), affecting the Property as defined in the Declaration. Capitalized terms used in this Amendment and not defined shall have the meaning of the defined term in the Declaration.

B. The purpose of the Declaration, without limitation, is to set forth the basic Restrictions that apply to the Property, which Restrictions are designed to preserve the Property's value, desirability and attractiveness.

C. In 2019 the Owner of Lot 9 in Creighton Heights Subdivision attempted to conduct swimming lessons at Lot 9 under the name of Starfish Swim School. In July 2019, the other Owners provided the Owner of Lot 9 with formal notice that such activity was not permitted under the Declaration and asked that the Owner of Lot 9 permanent cease all such activity.

D. In May, 2020 the undersigned Owners were formally advised by the attorney of the Owner of Lot 9 that the Owner of Lot 9 intends to conduct swimming lessons at Lot 9, as provided further at the website address for Starfish Swim School (<https://starfishswimmers.blogspot.com/>), which activity is contrary to the Declaration.

E. The undersigned Owners desire to clarify that an activity on any Lot at the Property, such as, without limitation, the activity put forward by the Owner of Lot 9, is strictly prohibited under the Declaration.

F. The Declaration provides that the Declaration may be amended by the Owners with the written consent of the Owners representing at least seventy-five percent (75%) of the Building Lots (based upon one (1) vote per Lot) and such amendment shall be effective upon its recordation with the Ada County Recorder.

G. Each of the undersigned Owners, being collectively the Owners of at least seventy-five percent (75%) of the Building Lots, desire to amend the Declaration as provided further herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners hereby agree as follows:

1. Amendment to Declaration. The third sentence of Section 4.1.1 of the Declaration is hereby deleted in its entirety and replaces as follows:

Home occupations are permitted uses on a Lot, which "home occupation" is defined as a use, that: is customarily and totally conducted entirely within a dwelling unit; and is carried on by inhabitants of such dwelling unit; and is clearly incidental and secondary to the use of the dwelling unit for dwelling purposes; and which does not change the character of the dwelling unit; and which does not generate extra vehicular traffic and/or on-street parking; and which does not adversely affect any other Owner(s) of Lots in the Property. By way of example and not limitation, a home occupation does not include the use of an Owner's swimming pool for swimming lessons whether such lessons are conducted seasonally or year-round.

2. Counterparts. This Amendment may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Amendment to Declaration of Covenants, Conditions and Restrictions for Creighton Heights Subdivision has been made and executed as of the Effective Date.

[Signatures and acknowledgments on following pages]

Lot 2 of Creighton Heights Subdivision



Steven C. Smith



Rebecca B. Smith

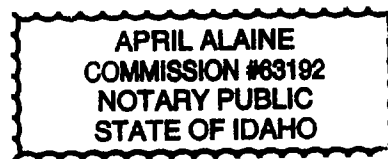
State of Idaho
County of Ada

This record was acknowledged before me on June 1st, 2020 by Steven C. Smith and Rebecca B. Smith.



Signature of notary public
(Stamp)

My commission expires: March 5, 2026



Lot 3 of Creighton Heights Subdivision

Ronald L. Kennedy

Ronald L. Kennedy

Claudia Kennedy

Claudia Kennedy

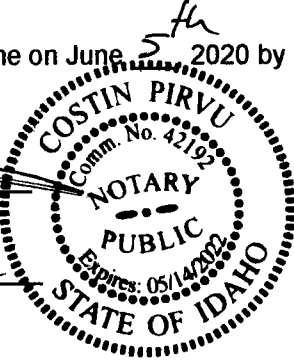
State of Idaho
County of Ada

This record was acknowledged before me on June 5th 2020 by Robert L. Kennedy and Claudia Kennedy.

[Signature]

Signature of notary public
(Stamp)

My commission expires: 05/14/22



Lot 4 of Creighton Heights Subdivision

The Glen R. Black Family Trust

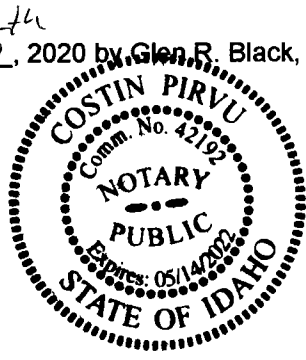

Glen R. Black, Trustee

State of Idaho
County of Ada

This record was acknowledged before me on June 5th, 2020 by Glen R. Black, Trustee, of The Glen R. Black Family Trust.


Signature of notary public

(Stamp)
My commission expires: 05/14/22



Lot 5 of Creighton Heights Subdivision




Mark Canfield



Carlene Canfield

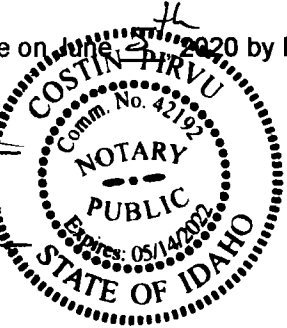
State of Idaho
County of Ada

This record was acknowledged before me on June 5th, 2020 by Mark Canfield and Carlene Canfield.



Signature of notary public

(Stamp)
My commission expires: 05/14/22

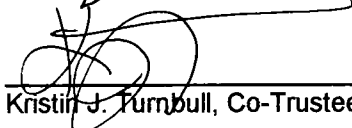


Lot 6 of Creighton Heights Subdivision

David and Kristin Turnbull Family Trust U/T/A
dated August 1, 2006



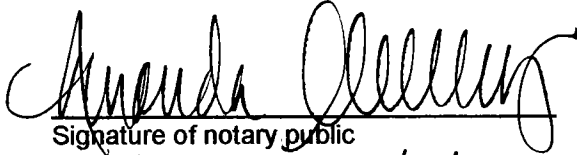
David W. Turnbull, Co-Trustee



Kristin J. Turnbull, Co-Trustee

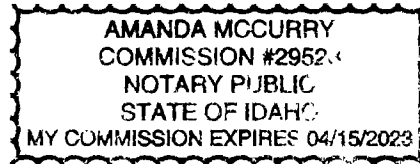
State of Idaho
County of Ada

This record was acknowledged before me on June 5, 2020 by David W. Turnbull, Co-Trustee, and
Kristin J. Turnbull, Co-Trustee, of the David and Kristin Turnbull Family Trust U/T/A dated August 1, 2006.



Signature of notary public
(Stamp)

My commission expires: 4/15/2023



Lot 7 of Creighton Heights Subdivision

Mike & Lois Kneller Family Living Trust

Mike Kneller TRUSTEE
Mike Kneller, Co-Trustee

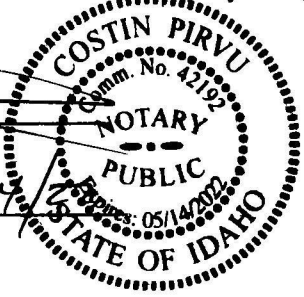
Lois Kneller - Co-Trustee
Lois Kneller, Co-Trustee

State of Idaho
County of Ada

This record was acknowledged before me on June 5th, 2020 by Mike Kneller, Co-Trustee, and Lois Kneller, Co-Trustee, of the Mike & Lois Kneller Family Living Trust.

Costin Pirvu
Signature of notary public
(Stamp)

My commission expires: 05/14/2022



Lot 8 of Creighton Heights Subdivision

The Clyde Family Trust U/T/A dated
January 26, 2016



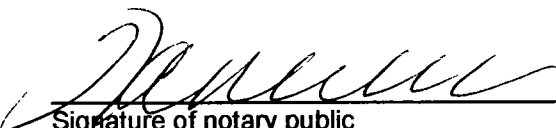
James William Ralph Clyde, Co-Trustee



Heather Asay Clyde, Co-Trustee

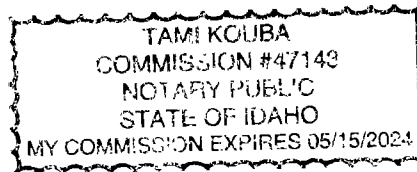
State of Idaho
County of Ada

This record was acknowledged before me on June 5, 2020 by James William Ralph Clyde, Co-Trustee,
and Heather Asay Clyde, Co-Trustee, of The Clyde Family Trust U/T/A dated January 26, 2016.



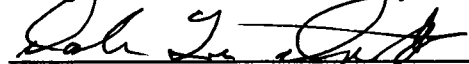
Signature of notary public
(Stamp)

My commission expires: 05/15/2024



Lot 10 of Creighton Heights Subdivision

The Dale Lee Dewitt and Connie Sue Dewitt
Living Trust U/T/A dated February 3, 2004



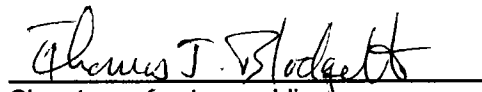
Dale Lee Dewitt, Co-Trustee



Connie Sue Dewitt, Co-Trustee

State of Idaho
County of Ada

This record was acknowledged before me on June 5, 2020 by Dale Lee Dewitt, Co-Trustee, and
Connie Sue Dewitt, Co-Trustee, of The Dale Lee Dewitt and Connie Sue Dewitt Living Trust U/T/A dated
February 3, 2004



Signature of notary public

(Stamp)

My commission expires: 3/12/21

